

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 15, 2016**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on March 15, 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, David Little, Jason Walker, Scott Maynard, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and Attorney Chris Latimer.

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

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

The Mayor asked for revisions to the published March 15, 2016 Official Agenda.

Alderman Maynard requested the following changes at the request of the Board Attorney and Mayor to the published March 15, 2016 Official Agenda:

Remove Item IX. B.: Consideration of Approval of the Statewide Mutual Aid Compact (SMAC) Agreement.

Remove the February 16 Minutes: Discussion and consideration of the minutes of the February 16, 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.

Remove Item XI. K. 2. : Consideration of approval to purchase 425 two wheel recycling carts from Toter in the amount of \$22,919.82.

Add Item IX. C.: Request for authorization of Employee Appreciation Day.

Move Item XI. B. 2. a. – e. to Board Business X. A. – E. and renumber remaining items.

Alderman Wynn requested the following changes to the published December 15, 2015 Official Agenda:

Change Item XI. E. 1.: Request approval of the City Of Starkville claims docket for all departments including Starkville Utilities Department as of March 9, 2016 for fiscal year ending 9/30/16 excluding the payment of \$12.500 to GTR LINK.

Add Item XI. E. 2. and renumber remaining items: Request approval of the Payment of \$12.500 to GTR LINK.

The Mayor asked for further revisions to the published March 15, 2016 Official Agenda. No further revisions were requested.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Upon the motion of Alderman Carver, duly seconded by Alderman Maynard, to approve the March 15, 2016 Official Agenda as revised, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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**

RECESS MEETING OF TUESDAY, MARCH 15, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
- IV. **APPROVAL OF THE BOARD OF ALDERMEN MINUTES**
- V. **ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS:
 - B. BOARD OF ALDERMEN COMMENTS:
- VI. **CITIZEN COMMENTS**
- VII. **PUBLIC APPEARANCES**

APPEARANCE BY KIM ROBERTS OF THE HEALTHY STARKVILLE COMMITTEE REGARDING A STATUS REPORT OF THE BLUE CROSS BLUE SHIELD OF MISSISSIPPI HEALTHY HOMETOWN AWARDS PROGRAM.
- VIII. **PUBLIC HEARING**

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF APPROVAL OF A MECHANICAL SERVICE AGREEMENT WITH BRISLIN INC. FOR THE INSPECTION AND MAINTENANCE OF EQUIPMENT IN CITY HALL LOCATED AT 110 WEST MAIN STREET.
- B. CONSIDERATION OF APPROVAL OF CAP LOAN APPLICATION.
- C. REQUEST FOR AUTHORIZATION OF EMPLOYEE APPRECIATION DAY.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF A REQUEST FOR RECONSIDERATION OF THE FEBRUARY 2, 2016 BOARD OF ALDERMEN MEETING DECISION ON A REQUEST FOR MODIFICATION AND/OR REMOVAL OF CONDITIONS PLACED ON THE JUNE 17, 2014 REZONING OF 711 VINE STREET FROM R-3 TO B-1 WITH THE PARCEL NUMBER 102H-00-183.00.
- B. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION FOR RZ 16-01 REQUEST FOR THE REZONING OF TWO PARCELS LOCATED ALONG UNIVERSITY DRIVE FROM T-6 TO T-5 WITH THE PARCEL NUMBERS 117M-00-194.00 AND 117M-00-193.00.
- C. DISCUSSION AND CONSIDERATION OF THE REZONING REQUEST RZ 16-02 BY JEREMY TABOR TO REZONE ONE PARCEL AT 99 HARTNESS STREET FROM R-3 TO T-5 WITH THE PARCEL NUMBER 117M-00-195.00
- D. DISCUSSION AND CONSIDERATION OF THE REZONING REQUEST RZ 16-03 BY MICHAEL AND GAYLE KRAKER TO REZONE ONE PARCEL ON THE NORTH SIDE OF GARRARD ROAD +/-750 FEET WEST OF OLD WEST POINT ROAD FROM R-1 TO R-3A WITH THE PARCEL NUMBER 117C-00-036.01
- E. DISCUSSION AND CONSIDERATION OF THE CONDITIONAL USE REQUEST CU 16-01 TO OPERATE A "VEHICULAR SALES & SERVICE" BUSINESS ON TWO PARCELS ZONED C-1 NEIGHBORHOOD COMMERCIAL WITH THE PARCEL NUMBERS 102G-00-160.01 AND 102G-00-160.00
- F. DISCUSSION AND CONSIDERATION OF ENTERING INTO CONTRACT NEGOTIATIONS FOR LANDFILL ENGINEERING, ENVIRONMENTAL SERVICES AND REGULATORY PERMITTING.
- G. NAMING OF TWO MEMBERS TO THE INDUSTRIAL SITE STEERING COMMITTEE.

H. DISCUSSION AND CONSIDERATION OF AN ESTIMATE REGARDING THE REPLACEMENT OF DAMAGED TREES AND SHRUBS IN THE MEDIANS ON LOUISVILLE STREET.

I. DISCUSSION AND CONSIDERATION OF AN APPOINTMENT TO THE TRANSPORTATION COMMISSION

J. DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS ON A PROPOSED ONE-YEAR MORATORIUM ON NEW CONSTRUCTION OF MULTI-FAMILY HOUSING.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR LEASE AGREEMENT BETWEEN CITY OF STARKVILLE, MISSISSIPPI AND MATT OAKLEY.
2. REQUEST APPROVAL FOR (6) AIRPORT BOARD MEMBERS AND AIRPORT MANAGER RODNEY LINCOLN TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE IN STARKVILLE, MS AT A COST OF \$1,225.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF AN APPOINTMENT TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD.

1. CODE ENFORCEMENT

- a. CONSIDERATION OF APPROVING A CONTRACT WITH A-1 TOWING TO REMOVE ABANDONED VEHICLES AND/OR VEHICLES PARKED IN VIOLATION OF CITY CODE AND/OR OTHER APPLICABLE LAW.

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF STARKVILLE MINISTERIAL ASSOCIATION REQUEST FOR IN-KIND SERVICES IN THE AMOUNT OF \$300.00 FOR THEIR ANNUAL COMMUNITY PRAYER WALK ON FRIDAY MARCH 25 FROM 9AM TO 10AM.
- b. DISCUSSION AND CONSIDERATION OF A REQUEST BY STARKVILLE SCHOOL DISTRICT EMERSON FAMILY RESOURCE CENTER TO HANG BANNERS FOR CHILD ABUSE PREVENTION.

C. COURTS

1. REQUEST APPROVAL TO ALLOW COURT ADMINISTRATOR TONY ROOK TO ATTEND MANDATORY CONTINUING EDUCATION TRAINING IN BILOXI, MS FROM APRIL 26, 2016 THROUGH APRIL 28, 2016 AS REQUIRED BY THE MISSISSIPPI JUDICIAL COLLEGE AND ADMINISTRATIVE OFFICE OF COURTS AT NO COST TO THE CITY.

D. ENGINEERING AND STREETS

1. REQUEST APPROVAL FOR CONSIDERATION OF DECLARING SIX VEHICLES AND EQUIPMENT AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY.
2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM STIDHAM CONSTRUCTION IN THE AMOUNT OF \$15,974.00 (BASE BID) FOR THE MONTGOMERY STREET SIDEWALK IMPROVEMENT PROJECT.
3. REQUEST APPROVAL FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE ASSOCIATION OF FLOODPLAIN MANAGERS IN MISSISSIPPI SPRING CONFERENCE IN NATCHEZ, MS, MAY 9-11, 2016 IN ORDER TO ACQUIRE THE NECESSARY CERTIFIED FLOODPLAIN MANAGER (CFM) CONTINUING EDUCATION CREDITS REQUIRED TO MAINTAIN THE CITY OF STARKVILLE'S STATUS IN THE COMMUNITY RATING SYSTEM (CRS); REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$1,225.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 9, 2016 FOR FISCAL YEAR ENDING 9/30/16 EXCLUDING THE PAYMENT OF \$12.500 TO GTR LINK.
2. REQUEST APPROVAL OF THE PAYMENT OF \$12.500 TO GTR LINK.
3. REQUEST APPROVAL OF THE FEBRUARY 2016 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.
4. CONSIDERATION OF THE RESOLUTION TO APPLY FOR THE 2016 URBAN YOUTH CORPS GRANT, FUNDED THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO APPLY FOR A GRANT TO FUND A KIDS FIRE ACADEMY TO BE HELD APPROXIMATELY JULY 18 – 22, 2016.

2. REQUEST PERMISSION FOR LASHONDA R. MALONE TO ATTEND THE EMERGENCY SERVICES ADMINISTRATIVE PROFESSIONALS ASSOCIATION CONFERENCE ON MAY 4- 7, 2016 IN BAY ST. LOUIS, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$1,000.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. REPORT FROM PLAYGROUND SAFETY CONFERENCE RECENTLY ATTENDED IN GALVESTON, TEXAS.

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE COREY BELL, DALLAS MYLES, AND MARCUS SMITH TO FILL THE VACANT POSITIONS OF LABORER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT. SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
2. REQUEST APPROVAL TO HIRE CALVIN EDMONDS AND JAMAAL JONES TO FILL THE VACANT POSITIONS OF OPERATOR 1 IN THE LANDSCAPE DIVISION OF SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT. SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
3. REQUEST APPROVAL TO HIRE CARLTON PATRICK TO FILL THE VACANT POSITION OF STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT. SUBJECT TO SIX (6) MONTH PROBATIONARY PERIOD.
4. REQUEST APPROVAL TO HIRE KANESHIA HENDRIX TO FILL THE POSITION OF DEPUTY CLERK -PAYROLL. SUBJECT TO SIX (6) MONTH PROBATIONARY PERIOD.
5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE TO FILL POSITIONS FOR AN EQUIPMENT OPERATOR AT THE LANDFILL DIVISION OF SANITATION AND ENVIRONMENTAL SERVICES.
7. REQUEST APPROVAL OF THE TEMPORARY PAY INCREASE PER PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEE JONATHAN WADE, WHO IS ASSIGNED TO THE TEMPORARY POSITION OF ACTING LIEUTENANT.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW SGT. WILLIAM DURR AND SGT. SHANE KELLY, TO ATTEND MISSISSIPPI COMMAND COLLEGE, WHICH WILL BE HELD AT THE UNIVERSITY OF MISSISSIPPI, FROM JULY 24- JULY 29, AT A TOTAL COST OF \$2320.00
2. DISCUSSION AND CONSIDERATION FOR CHIEF FRANK NICHOLS TO ATTEND THE 2016 SUMMER CONFERENCE IN BILOXI, MS., ON JUNE 21-24, 2016 WITH ADVANCE TRAVEL NOT TO EXCEED \$1000.00.
3. DISCUSSION AND CONSIDERATION OF DECLARING 2 VEHICLES AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOV DEALS AND REMOVE FROM CITY INVENTORY. THE VEHICLES ARE: 2003 FORD EXPEDITION VIN# 1FMPU17L83LC15178 AND 2007 FORD CROWN VICTORIA VIN# 2FAFP71W17X151903.
4. DISCUSSION AND CONSIDERATION OF SENDING POLICE CORPORAL CHRIS JACKSON TO LEVEL 1 TRAFFIC CRASH/TRAFFIC HOMICIDE INVESTIGATION SCHOOL AT THE NORTH MISSISSIPPI LAW ENFORCEMENT TRAINING CENTER IN TUPELO, MISSISSIPPI, AT A TOTAL COST OF \$1,525.00.

K. SANITATION DEPARTMENT

1. CONSIDERATION OF DECLARING TOTER A SOLE SOURCE VENDOR FOR THE PURCHASE OF 2-WHEELED CARTS.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION OF A SECOND ADDENDUM TO AN AMENDED WASTEWATER SERVICE CONTRACT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE, BRECKENRIDGE GROUP, LLC, IREC CPP MISS. ST AND HOMESTEAD ACQUISITIONS.
2. REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO THE AMERICAN WATER WORKS ASSOCIATION ANNUAL CONFERENCE IN CHICAGO, IL FROM APRIL 19-22, 2016 WITH ADVANCE TRAVEL NOT TO EXCEED \$2,500.00.
3. REQUEST AUTHORIZATION TO EXECUTE SMART GRID SOLUTION CONTRACT BETWEEN STARKVILLE UTILITIES AND ELSTER SOLUTIONS, LLC.

XII. CLOSED DETERMINATION SESSION**XIII. OPEN SESSION**

XIV. EXECUTIVE SESSION

A. POTENTIAL LITIGATION: PUBLIC HEALTH AND SAFETY

B. PERSONNEL

XV. OPEN SESSION**XVI. ADJOURN UNTIL APRIL 5, 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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Wiseman recognized the MSU Women's Basketball Team who recently earned a No. 5 seed for the second straight season and were selected to host the NCAA Tournament First and Second rounds at Humphrey Coliseum for the first time in program history. He presented a Proclamation to Coach Vic Schaefer and representative of the team in attendance declaring the weekend of March 18 – 20, 2016 to be Mississippi State University Women's Basketball Weekend.

BOARD OF ALDERMEN COMMENTS:

Alderman Walker noted that the 40th National Collegiate Landscape Competition is being held in Starkville and invited everyone to review the displays on the MSU campus. There are approximately 750 participants.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with for the residents near Camelot Apartments with the recent shooting there.

Lashonda Bush, Ward 7, asked that the area near her drive at 721 Vine Street be studied for ways to improve the line of sight.

Chris Taylor, Ward 7, asked that everyone wear blue on Fridays in April in recognition of Child Abuse Prevention month.

PUBLIC APPEARANCE:**PUBLIC APPEARANCE BY KIM ROBERTS OF THE HEALTHY STARKVILLE COMMITTEE REGARDING A STATUS REPORT OF THE BLUE CROSS BLUE SHIELD OF MISSISSIPPI HEALTHY HOMETOWN AWARDS PROGRAM.**

Kim Roberts is a registered nurse and has lived in Starkville since 1997. As chairman of the Healthy Hometown Committee, she discussed what the committee does. She discussed a recent B/C B/S grant application for \$25,000 and thanked local leaders and elected officials for their support. A copy of their grant application as well as information on the committee can be found at healthystarkville.com.

2. CONSIDERATION OF A MECHANICAL SERVICE AGREEMENT WITH BRISLIN INC. FOR THE INSPECTION AND MAINTENANCE OF EQUIPMENT IN CITY HALL LOCATED AT 110 WEST MAIN STREET.

Alderman Perkins offered a motion to enter into a mechanical service agreement with Brislin, Inc. for the inspection and maintenance of equipment in City Hall located at 110 West Main Street. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

**MECHANICAL SERVICE AGREEMENT AND
MAINTENANCE CONTRACT**

SUBMITTED TO:
CITY OF STARKVILLE
STARKVILLE MUNICIPAL COMPLEX
100 MEIGS AVE.
STARKVILLE, MS
BY: BRISLIN, INC.
MARCH 2016

We propose to furnish inspection and maintenance on the equipment as specified below:

EQUIPMENT:

- 6) RTU'S
- 1) TWINNED SPLIT SYSTEM
- 1) MINI-SPLIT

WE PROPOSE TO:

- Regularly inspect, service and perform minor repairs to subject equipment at least four times per year per attached inspection checklist.
- Furnish you with a complete copy of the Service Engineer's report indicating what repairs, if any, are necessary resulting from each inspection.
- Improve or repair the equipment upon proper authorization from you at a labor rate per man not to exceed \$85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$95.00 per hour week nights, weekends and holidays.

- Instruct you in the operation of equipment to provide for greatest operating efficiency
- Give inspection and preferential service contract holder over all other types of service activity normally undertaken by us.

YOU AGREE TO:

Operate the subject equipment per our instructions.
 Promptly notify us of any unusual operating conditions of the subject equipment.
 Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

Cabinets and ductwork.
 Water supply and drain beyond the subject equipment proper.
 Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
 Moving or relocating the subject equipment.
 Repair due to freezing.
 Work made necessary by the enforcement of government codes, building and union
 Regulations.
 Water Heaters.

GENERAL:

We will furnish inspection and service starting January 2016 and will continue to renew annually by endorsement until notice of termination is given. This contract is subject to cancellation within 30 days written notice by either you or us.
 During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.
 We will not be liable for any damages caused by acts of God resulting from the use of equipment specified herein during the life of this agreement.
 This proposal will become a contract solely between us if accepted by you and approved in writing by our authorization representative.
 There are no other parties to this agreement.

TERMS:

Inspection and service will be furnished by us for the sum of \$ 915.00 (plus applicable sales tax) per service.

Respectfully submitted:
 BRISLIN, INC.
 Quinn Brislin, Vice President

Your approval:

By: _____
 Title: _____ Date _____

Contract No.

3. CONSIDERATION OF APPROVAL OF CAP LOAN APPLICATION.

Phyllis Benson of GTPDD presented the request to apply for a CAP loan on behalf of the City of Starkville Utilities division with an interest rate of 2% for up to 20 years. Alderman Wynn offered a motion to authorize Golden Triangle Planning and Development District to prepare a Capital Improvements (CAP) Loan Application, not to exceed \$554,800 on behalf of the City of Starkville for the purpose of completing a water meter replacement project and upon the completion of such identified project, any other water projects as needed. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

4. AUTHORIZATION OF EMPLOYEE APPRECIATION DAY.

Alderman Little offered a motion to approve the implementation of an Annual Employee Appreciation Day for all City of Starkville employees with the first Appreciation Day to be held on March 24, 2016 from 12 p.m. until 2 p.m. at the Starkville Sportsplex. This motion was seconded by Alderman Carver and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

5. DISCUSSION AND CONSIDERATION OF A REQUEST FOR RECONSIDERATION OF THE FEBRUARY 2, 2016 BOARD OF ALDERMEN MEETING DECISION ON A REQUEST FOR MODIFICATION AND/OR REMOVAL OF CONDITIONS PLACED ON THE JUNE 17, 2014 REZONING OF 711 VINE STREET FROM R-3 TO B-1 WITH THE PARCEL NUMBER 102H-00-183.00.

Buddy Sanders introduced the item by presenting photos and prior Board action. The applicant is seeking relief from condition number 2 and the modification of condition number 1 placed on RZ 14-03 by the Board of Aldermen on June 17, 2015 for 711 Vine Street with the parcel number 102H-00-183.00.

The Mayor opened the public hearing.

John Moore, representing Dutch Oil Company and Sonic, stated his clients are open to a condition such as a gated fence as opposed to a non-gated fence and that they would take every precaution to prevent traffic on Vine Street.

Ms. LaShonda Bush, a resident of Vine Street, questioned whether the street is wide enough for large trucks to turn and expressed concerns that the company is not considering the community and the local residents. She asked that the Board deny the request.

Seeing no one else wishing to speak, the Mayor closed the public hearing.

Following questions and discussion, Alderman Wynn offered a motion to Move that Condition No. 2 to RZ 14-03, originally established by the Board of Aldermen on June 17, 2014, relating to the Sonic Rezoning of 711 Vine Street from R-3 to B-1 with Parcel No. 102H-00-183.00, shall be amended as follows, to-wit:

(a) that a 6-foot electronic gate on the east side of said property shall be constructed and maintained across the 30-foot easement area with a remote control or punch pad access to allow only commercial traffic to exit north onto Vine Street toward Highway 12 pursuant to the easement interest acquired by Joe Gillis and/or his business, Dutch Oil Company;

(b) that the said electronic gate shall at all times remain locked and closed to all traffic other than commercial traffic specifically servicing a gas station and convenience store to be constructed by Joe Gillis and/or Dutch Oil Company;

(c) that all such commercial traffic shall only turn right and head north onto Vine Street toward Highway 12 and shall not turn left and head south onto Vine Street;

(d) that the city of Starkville shall erect signs forbidding left hand turns southbound onto Vine Street of certain type and location as determined by the City Engineer;

(e) that there shall be constructed, at the sole expense of Dutch Oil Company and/or Joe Gillis, a triangular or other sized curb cut of sufficient height, width, and depth that will, in the opinion of the City Engineer, physically and completely prohibit traffic from turning left from the easement territory onto Vine Street in a southbound direction;

(f) that any left-hand, southbound turns onto Vine Street from the easement territory, or lot containing the easement territory, shall be unlawful and illegal and shall result in traffic citations issued by the Starkville Police Department to offenders;

(g) that in the joint discretion of the City Engineer and Police Chief, a new speed limit and new speed limit sign(s) shall be posted on the portion of Vine Street that is south of Highway 12, if necessary, at a miles-per-hour agreed upon by the City Engineer and Police Chief to best preserve the health, safety, and welfare of the public on Vine Street; and

(h) that conditions No. 1, and 3 - 5 to RZ 14-03 shall remain in effect and intact.

This motion was seconded by Alderman Perkins and the Board voted as follows:

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

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

6. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION FOR RZ 16-01 REQUEST FOR THE REZONING OF TWO PARCELS LOCATED ALONG UNIVERSITY DRIVE FROM T-6 TO T-5 WITH THE PARCEL NUMBERS 117M-00-194.00 AND 117M-00-193.00.

Buddy Sanders introduced the item by presenting photos and prior history. The Mayor opened the public hearing. Attorney Johnny Moore represented that his client, the appellant, no longer wished to appeal. Seeing no one else wishing to speak, the Mayor closed the public hearing.

Alderman Walker offered a motion to rezone the two parcels, 117M-00-194.00 and 117M-00-193.00 from T6 to T5 with a specific finding that an error occurred in January 2012 when the subject property was rezoned T6 instead of T5 for these properties. Therefore, a zoning error has occurred that needs to be addressed to ensure orderly, planned growth. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

7. DISCUSSION AND CONSIDERATION OF THE REZONING REQUEST RZ 16-02 BY JEREMY TABOR TO REZONE ONE PARCEL AT 99 HARTNESS STREET FROM R-3 TO T-5 WITH THE PARCEL NUMBER 117M-00-195.00

Following a presentation by Community Development Director Buddy Sanders, the Mayor opened the public hearing. Sam Brewer, along with Jeremy Tabor, briefly asked the Board for their support of the request. There was no opposition presented. Seeing no one else wishing to speak, the Mayor closed the public hearing. Alderman Little offered a motion for the approval the Rezoning request RZ 16-02 with one Condition for Jeremy Tabor to rezone one parcel at 99 Hartness Street from R-3 to T-5 with the parcel number 117M-00-195.00 with the condition that a landscape buffer, with dimensions stated in the City ordinance, will be required along the northeastern and northern property line. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed. Alderman Walker thanked City Bagel Café for their years of quality service to the community and hoped that whatever replaced them at that location was of equal quality.

8. DISCUSSION AND CONSIDERATION OF THE REZONING REQUEST RZ 16-03 BY MICHAEL AND GAYLE KRAKER TO REZONE ONE PARCEL ON THE NORTH SIDE OF GARRARD ROAD +/-750 FEET WEST OF OLD WEST POINT ROAD FROM R-1 TO R-3A WITH THE PARCEL NUMBER 117C-00-036.01

Following an overview by Buddy Sanders of the request and the conditions proposed, the Mayor opened the public hearing. Molly Jackson with Moore Law Office spoke on behalf of the applicants. She discussed the changes in the area in the past ten years and the public need for the development. Seeing no one else wishing to speak, the Myor closed the public hearing.

Alderman Maynard offered a motion based on a finding of fact that the neighborhood has changed to the such a degree to justify the proposed rezoning and that there is a public need for the rezoning as articulated by the applicant, to authorize the Rezoning Request RZ 16-03 with 3 Conditions as listed below for Michael and Gayle Kraker to rezone one parcel from R-1 to R-3A with the parcel number 117C-00-036.01. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

Conditions:

1. No individual driveway curb cuts allowed on Garrard Road.
2. Landscape Buffer, with dimensions stated in the City Ordinance, will be required along the northern property line.
3. Six foot solid fence along northern property line adjacent to Southern Crossway property (Parcel #117-26-001.02)

9. DISCUSSION AND CONSIDERATION OF THE CONDITIONAL USE REQUEST CU 16-01 TO OPERATE A "VEHICULAR SALES & SERVICE" BUSINESS ON TWO PARCELS ZONED C-1 NEIGHBORHOOD COMMERCIAL WITH THE PARCEL NUMBERS 102G-00-160.01 AND 102G-00-160.00

Buddy Sanders presented the request. The Mayor opened the public hearing. Lewis Sharp, owner of Action Auto, thanked the Board for their consideration of his request and stated his eagerness to operating a business in Starkville. Lynn Spruill spoke as a business owner on Louisville Street and request that the Street be developed as best possible. Seeing no one else wishing to speak, the Mayor closed the public hearing.

Alderman Wynn offered a motion to approve the Conditional Use request CU 16-01 for Action Auto to operate a car dealership on two parcels at 915 Louisville Street in a C-1 zone with the parcel numbers 102G-00-160.01 and 102G-00-160.00 with the condition that all signage shall be compliant with the current sign ordinance. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea

Alderman David Little	Voted: Yea
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 passed.

10. DISCUSSION AND CONSIDERATION OF ENTERING INTO CONTRACT NEGOTIATIONS FOR LANDFILL ENGINEERING, ENVIRONMENTAL SERVICES AND REGULATORY PERMITTING.

The committee of Alderman Wynn, Emma Gandy, Daniel Havelin, Edward Kemp and Alderman Maynard recently met with two of the firms that presented proposals. Alderman Maynard then offered a motion to authorize the Mayor and City Attorney to negotiate a contract with Neel Schaffer Engineering for landfill engineering, environmental services and regulatory permitting as required by MDEQ and EPA. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

11. NAMING OF TWO MEMBERS TO THE INDUSTRIAL SITE STEERING COMMITTEE.

Mayor Wiseman updated the Board that the Link had recently presented three site proposals and a committee was being formed to study the three sites. Alderman Little offered a motion to appoint the Mayor and Alderman Walker to the steering committee. This motion was seconded by Alderman Maynard. Alderman Carver asked that the final decision be made by the Board and not a committee. Following further discussion, the Board voted as follows:

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

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

12. DISCUSSION AND CONSIDERATION OF APPROVAL OF THE REPLACEMENT OF DAMAGED TREES AND SHRUBS IN THE MEDIANS ON LOUISVILLE STREET.

Alderman Little described damage from an unknown automobile on Louisville Street and the attempts to locate the responsible person. Alderman Perkins offered a motion to approve the replacement of the damaged trees and shrubs in the median of Louisville Street. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

13. DISCUSSION AND CONSIDERATION OF AN APPOINTMENT TO THE TRANSPORTATION COMMISSION.

Alderman Walker offered a motion to appoint Jerry Jefferson to the Starkville Transportation Committee for a term set to expire March 1, 2017. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

14. DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS ON A PROPOSED ONE-YEAR MORATORIUM ON NEW CONSTRUCTION OF MULTI-FAMILY HOUSING.

Alderman Carver expressed concern with the number of apartment complexes being constructed so quickly in the city and asked that public hearings be constructed to obtain citizen input. Alderman Walker expressed concern with "multi-family" definition including duplexes and that a proposed moratorium might push construction outside the city limits with no construction regulations of buildings the city may annex someday. The Board agreed that careful review of every building permit was needed. Alderman Carver offered a motion to call for two public hearings on a proposed one year moratorium on new construction of multi-family housing. The Mayor called for a second. There being none, he declared the motion dead.

15. REQUEST APPROVAL OF A LEASE AGREEMENT BETWEEN CITY OF STARKVILLE, MISSISSIPPI AND MATT OAKLEY.

Alderman Carver offered a motion to approve a lease agreement between the City of Starkville and Matt Oakley. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Recused

Alderman Roy A'. Perkins Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Yea

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

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
MATT OAKLEY**

This First Amended Lease Agreement is entered into on this the 15th day of March, 2016, by and between the CITY OF STARKVILLE, MISSISSIPPI, "Lessor", and MATT OAKLEY, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Exhibit "A" consisting of approximately 66.75 acres of agricultural land that is outlined by the solid yellow boundaries in Exhibit "A" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement; NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide,

fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 1, 2016, and shall continue through and expire on April 1, 2017, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing on or before January 1, 2017.

4. RENT. The parties understand and agree that the lease price recited in this lease is based upon a lease price of Thirty Dollars and Five Cents (\$30.05) per acre applied to approximately 66.75 acres of leased premises. Full payment shall be due by May 1, 2016. Rent shall be paid to Starkville Airport Manager, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain or all acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions or all of the leased premises, in which event the leased price shall be reduced by an amount equal to \$30.05 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. **MODIFICATIONS AND IMPROVEMENTS.** Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. **MAINTENANCE.** Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. **INSURANCE AND INDEMNITY.** Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. **RIGHT OF FLIGHT.** There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. **OBSTRUCTIONS.** Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. **RIGHT TO DEVELOP AIRPORT & ECONOMY.** It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, or use the Leased Premises for general economic development purposes, regardless of the desires or views of Lessee and without interference or hindrance by Lessee.

13. **RIGHT TO AMEND.** In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications,

revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean up plan must be prepared and that a clean up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean up plan to be prepared and cause such clean up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is cause by Lessee or a third party as soon as is reasonably possible, but in no event later than forty eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to

enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor Parker Wiseman
110 West Main Street
Starkville, MS 39759

To Lessee: Matt Oakley

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

16. REQUEST APPROVAL FOR (6) AIRPORT BOARD MEMBERS AND AIRPORT MANAGER RODNEY LINCOLN TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE IN STARKVILLE, MS AT A COST OF \$1,225.00.

Alderman Carver offered a motion to approve (6) Airport Board Members and Airport Manager Rodney Lincoln to attend the Mississippi Airport Association (MAA) Conference in Starkville, MS with an estimated cost of \$1,225.00. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

17. CONSIDERATION OF AN APPOINTMENT TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD.

Alderman Walker offered a motion to appoint Mr. Cory Gallo to the Oktibbeha County Heritage Museum Board to serve the remainder of the unexpired term of Richard Corey with said term expiring September 30, 2016. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

18. REQUEST APPROVAL OF A CONTRACT WITH A-1 TOWING TO REMOVE ABANDONED VEHICLES AND/OR VEHICLES PARKED IN VIOLATION OF CITY CODE AND/OR OTHER APPLICABLE LAW.

Alderman Walker offered a motion to enter into a contract with A – 1 Towing to remove abandoned vehicles and / or vehicles parked in violation of City Code and / or other applicable law. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

CONTRACT

THIS AGREEMENT, made and entered into the 15th day of March, 2016, by and between the **City of Starkville, Mississippi** ("City), acting by and through its Board of Aldermen, and A-1 Towing ("Company).

WITNESSETH:

WHEREAS, the City desires to secure the services of the Company to remove abandoned vehicles and/or vehicles parked in violation of City Code and/or other applicable law; and whereas the Company desires to perform the requested services.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. RIGHTS AND OBLIGATIONS:

Company covenants and agrees to remove vehicles at the request of the City under the following conditions.

1.1 The Company must maintain a towing dispatch and yard within Oktibbeha County or not further than 1 hour travel time from the City of Starkville.

1.2 The Company will provide timely and efficient towing services on as needed basis to support the City's Code Enforcement Inspector with enforcement of the City's Junked Vehicle Ordinance when called to do so.

1.3 The Company agrees to adhere to Title 85, Chapter 7 of the Mississippi Code of 1972 regarding abandoned vehicles.

1.4 The Vehicle(s) that is/are towed by the Company shall become the property of the successful bidder upon completion of State's vehicle abandonment process, after coordination with the City's Code Enforcement Inspector.

1.5 The Company agrees that all sales of vehicles shall comply with Section 63-23-5 of the Mississippi Code of 1972 and all applicable State and Federal laws.

1.6 The Company shall bear the costs of advertising said vehicles.

1.7 The Company shall agree to execute an indemnification and hold harmless agreement in favor of the City and will release the City from all liability once initiation of towing connection for a vehicle has begun.

2. TERM:

The terms of this Agreement shall be for a period of two (2) years, beginning the date that this Contract is signed by all parties.

3. SERVICE:

The services to be provided by the Company shall be for the towing and sale of abandoned vehicles, junked vehicles and/or vehicles otherwise violating City Code and/or other applicable law

4. POINT OF CONTACT:

All contact between the Company and the City shall be directed by the Company to the Code Enforcement Officer for the City of Starkville, Mississippi.

5. RATES:

The parties agree that there will be no compensation exchanged between the parties. The Company will keep all proceeds from the sale of towed vehicles.

6. INDEMNITY:

The Company shall defend, indemnify, and hold harmless the City, along with its agents and employees, against any claims, accidents, suits, or judgments, including court costs and reasonable attorney fees, arising out of the Company's conduct in providing the services herein.

7. DISPOSAL:

Once the initiation of towing connection has begun, all vehicles become the responsibility of the Company. Therefore, the Company is responsible for disposal of said vehicles in accordance with all City, State and Federal Laws.

8. SERVICE INQUIRIES:

All citizen complaints shall be made directly to the City of Starkville Code Enforcement Officer .

9. ADDITIONAL COMPANY REQUIREMENTS:

9.1 Each employee, at all times, shall carry a valid driver's license for the type of vehicle he or she is driving.

9.2 The Company's collection employees shall wear a uniform or shirt bearing the Company's name.

9.3 The method of towing and disposal and sale of the towed vehicles shall be uniform across the City.

10. PERMITS, LICENSES AND TAXES:

The Company shall obtain, at its own expense, all permits and licenses required by law or ordinance to perform the services outlined herein and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state and federal laws.

11. NOTICE:

A letter addressed and sent by Certified United States Mail to either party at the address specified shall be sufficient notice whenever required for the purposes of this Contract. Also, the addresses may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein:

City: Code Enforcement Officer
Starkville City Hall
110 West Main St.
Starkville, MS 39759

Company: Paul Hays
A-1 Towing
205 Dr. MLK Drive
Starkville, MS 39759

12. MODIFICATIONS:

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

13. LAW TO GOVERN:

This Contract shall be governed by the laws of the State of Mississippi as to interpretation, performance, jurisdiction, and venue.

14. TERMINATION:

Except as otherwise provided herein, if the Company breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein, the Company shall have two (2) days after being provided a written notice of such breach or default to cure such breach or default and if said breach or default is not cured within the two (2) day period after written notice, the City may: (i) terminate this Agreement at least thirty (30) days after the written notice of default or breach is sent to the Company; (ii) cure the breach or default at the expense of the Company, or; (iii) pursue any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damages or loss suffered as a result of such termination. In the event the City waives default by the Company, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

15. PERFORMANCE BOND OR STANDBY LETTER OF CREDIT:

The Company shall furnish the City a Performance Bond for the faithful performance of this Contract and all obligations hereunder in the amount of \$50,000.00. It shall be executed by a surety company licensed to do business in the State of Mississippi and shall go into effect on the commencement date of this Contract. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond on the date of Contract signing.

In lieu of a performance bond from a surety company, a standby letter of credit guarantee from a financial institution, listing the City as beneficiary in the amount of \$50,000.00 should the Company fail to meet the performance obligations in the Contract, shall be acceptable.

The Company shall, prior to the expiration date of a bond or standby letter of credit, mail or deliver verification of renewal to:

City Clerk
Starkville City Hall
110 West Main Street
Starkville, MS 39759

Lapses in performance coverage shall be a breach of contract and may result, at the City’s sole discretion, in the termination of the Contract.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals on the day and in the year first above mentioned. The execution by the City is made pursuant to the authority granted by the action of the Board of Aldermen, entered at a meeting of said Board of Aldermen held on the 15th day of March, 2016.

THE CITY OF STARKVILLE

By: _____

PARKER WISEMAN, Mayor

Witness

A-1 Towing

By: _____

Authorized Official

(Printed Name & Title)

Witness

19. REQUEST APPROVAL OF STARKVILLE MINISTERIAL ASSOCIATION REQUEST FOR IN-KIND SERVICES IN THE AMOUNT OF \$300.00 FOR THEIR ANNUAL COMMUNITY PRAYER WALK ON FRIDAY MARCH 25 FROM 9AM TO 10AM.

Alderman Walker offered a motion to approve the request from Starkville Ministerial Association for in-kind services in the amount of approximately \$300 for their annual community prayer walk on Friday March 25 from 9am to 10am. This motion was seconded by Alderman Little and the Board voted as follows:

- Alderman Ben Carver Voted: Yea
- Alderman Lisa Wynn Voted: Yea
- Alderman David Little Voted: Yea
- 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 passed.

20. REQUEST APPROVAL OF A REQUEST BY STARKVILLE SCHOOL DISTRICT EMERSON FAMILY RESOURCE CENTER TO HANG BANNERS FOR CHILD ABUSE PREVENTION.

Alderman Walker offered a motion to approve a request by Starkville School District Emerson Family Resource Center to hang banners for Child Abuse Prevention. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

Starkville Oktibbeha Consolidated School District Child Abuse Prevention Awareness Banner Locations:

1. Pecan Acres
2. Longstreet Police Substation
3. Community Counseling Yard
4. Vowell's Grocery
5. Paddock Auto Sales Services
6. Starkville Sportsplex
7. Fire Department corner South Montgomery & Academy Road

21. REQUEST APPROVAL TO ALLOW COURT ADMINISTRATOR TONY ROOK TO ATTEND MANDATORY CONTINUING EDUCATION TRAINING IN BILOXI, MS FROM APRIL 26, 2016 THROUGH APRIL 28, 2016 AS REQUIRED BY THE MISSISSIPPI JUDICIAL COLLEGE AND ADMINISTRATIVE OFFICE OF COURTS AT NO COST TO THE CITY.

Alderman Vaughn offered a motion to allow Court Administrator Tony Rook to attend mandatory continuing education training in Biloxi, MS from April 26, 2015 through April 28, 2016 as required by the Mississippi Judicial College and Administrative Office of Courts with all expenses and travel will be funded by the Mississippi Court Administrators Association. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

22. REQUEST APPROVAL OF DECLARING SIX VEHICLES AND EQUIPMENT AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY.

Alderman Walker offered a motion to declare six vehicles and equipment as surplus with authorization to advertise on GovDeals and remove from city's inventory. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea

Alderman David Little	Voted: Yea
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 passed.

The following vehicles and equipment are no longer functional and are not worth the expense to repair and it is recommended to declare them as surplus:

- 1986 Chev. Dump-1GBL7D1B4GV113578
- 1993 Dodge-1B7ME3657PS241236
- 1995 Ford Dump-1FDNF70J5TVA04697
- 1990 Ford F700 Dump Truck-1FDPF70K0LVA45885
- Dodge 3500- 3B6MC36501M558348
- Dodge 3500-3B6MC36521M55834

23. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM STIDHAM CONSTRUCTION IN THE AMOUNT OF \$15,974.00 (BASE BID) FOR THE MONTGOMERY STREET SIDEWALK IMPROVEMENT PROJECT.

Alderman Vaughn offered a motion to accept the low quote from Stidham Construction in the amount of \$15,974.00 (base bid) for the Montgomery Street Sidewalk Improvement Project. This motion was seconded by Alderman Walker and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

Three quotes received from local contractors:

Hester Fence and Construction Inc.: \$42,082.00

Groundstone Construction: \$25,150.25

Stidham Construction: \$15,974.00

24. REQUEST APPROVAL FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE ASSOCIATION OF FLOODPLAIN MANAGERS IN MISSISSIPPI SPRING CONFERENCE IN NATCHEZ, MS, MAY 9-11, 2016 IN ORDER TO ACQUIRE THE NECESSARY CERTIFIED FLOODPLAIN MANAGER (CFM) CONTINUING EDUCATION CREDITS REQUIRED TO MAINTAIN THE CITY OF STARKVILLE'S STATUS IN THE COMMUNITY RATING SYSTEM (CRS); REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$1,225.00.

Alderman Vaughn offered a motion to authorize City Engineer Edward Kemp to attend the Association of Floodplain Managers in Mississippi Spring Conference in Natchez, MS, May 9-11, 2016 in order to acquire the necessary Certified Floodplain Manager (CFM) continuing education credits required to maintain the City of Starkville's status in the Community Rating System (CRS); requesting advance travel not to exceed \$1,225.00. This motion was seconded by Alderman Walker and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

25. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF JANUARY 12, 2016 FOR FISCAL YEAR ENDING 9/30/16 EXCLUDING THE PAYMENT TO THE LINK.

Upon the motion of Alderman Walker to move approval of the City of Starkville Claims Docket for all departments as of January 12, 2016 for fiscal year ending 9/30/16, excluding the payment to the LINK, duly seconded by Alderman Maynard, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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	\$ 384,295.99
Restricted Police Fund	002	145.08
Restricted Fire Fund	003	360.00
Airport Fund	015	2,875.27
Sanitation	022	77,071.16
Landfill	023	3,192.96
Computer Assessments	107	175.00
Parking Mill Project	311	
Park and Rec Tourism	375	33,396.73
Water/Sewer	400	437.24
Sub Total Before SED	Sub	\$ 501,949.43
Electric Dept.	SED	1,225,853.05
Total Claims	Total	\$ 1,727,802.48

26. REQUEST APPROVAL OF THE PAYMENT OF \$12,500 TO GTR LINK.

Alderman Maynard offered a motion to approve the quarterly payment of \$12,500 to the GTR LINK. This motion was seconded by Alderman Walker and the Board voted as follows:

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

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

27. REQUEST APPROVAL OF THE FEBRUARY 2016 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.

Alderman Carver offered a motion to approve of the February 2016 financial statements of the City of Starkville, MS. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

28. CONSIDERATION OF THE RESOLUTION TO APPLY FOR THE 2016 URBAN YOUTH CORPS GRANT FUNDED THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

Alderman Walker offered a motion to approve the Resolution to Apply for the 2016 Urban Youth Corps Grant as funded through the MS Department of Transportation. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

RESOLUTION
Authorizing the Golden Triangle Planning and
Development District
to Prepare and Submit A
Urban Youth Corps Program Grant Application
for the City of Starkville, Mississippi

WHEREAS, the City of Starkville, Mississippi has certain pressing Community Development needs; and

WHEREAS, the Mississippi Department of Transportation has available funds under the Transportation Enhancement-Urban Youth Corps Program; and

WHEREAS, the City of Starkville is eligible to apply for said MDOT assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents, and upon approval, to administer said MDOT project;

THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Starkville:

- That the Golden Triangle Planning and Development District is hereby authorized to prepare an Urban Youth Corps Program Grant Application on behalf of the City of Starkville for \$45,000 (\$35,000 Grant, \$10,000 Local Cash); and
- That, upon approval of said application, the Golden Triangle Planning and Development District is hereby authorized to administer said Urban Youth Corps Project; and
- That Parker Wiseman, in his official capacity as the Mayor of the City of Starkville, is hereby authorized to sign all necessary documents, including Grant Agreements with the State of Mississippi, upon approval of said application by the Mississippi Department of Transportation; and
- That the City of Starkville is willing to participate in the Transportation Enhancement-Urban Youth Corps Program and the terms and conditions of the program, and ensures that Federal and State rules and regulations will be followed.

SO ORDERED THIS THE 15th day of March 2016, by the Board of Aldermen of the City of Starkville, Mississippi in a Recessed Meeting.

Lesia Hardin
City Clerk (SEAL)

Parker Wiseman
Mayor

29. REQUEST APPROVAL TO APPLY FOR A GRANT TO FUND A KIDS FIRE ACADEMY TO BE HELD APPROXIMATELY JULY 18 – 22, 2016.

Alderman Maynard offered a motion to apply for a grant to fund a Kids Fire Academy to be hosted (approximately) the week of July 18 – 22, 2016. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea

Alderman David Little Voted: Yea
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 passed.

30. REQUEST PERMISSION FOR LASHONDA R. MALONE TO ATTEND THE EMERGENCY SERVICES ADMINISTRATIVE PROFESSIONALS ASSOCIATION CONFERENCE ON MAY 4- 7, 2016 IN BAY ST. LOUIS, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$1,000.

Alderman Little offered a motion to approve Lashonda R. Malone to attend the Emergency Services Administrative Professionals Association Conference on March 4- 7, 2016 in Bay St. Louis, MS with advance travel not to exceed \$1,000. This motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
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 passed.

31. REPORT FROM PLAYGROUND SAFETY CONFERENCE RECENTLY ATTENDED IN GALVESTON, TEXAS.

Park and Recreation Director Herman Peters provided an update of the recent Playground Safety Conference he attended in Texas. He thanked the Mayor and Board for their support and presented a handout on the twelve top safety hazards facing park programs today.

32. REQUEST AUTHORIZATION TO HIRE COREY BELL, DALLAS MYLES, AND MARCUS SMITH TO FILL THE VACANT POSITIONS OF LABORER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Little offered a motion to hire Corey Bell, Dallas Myles, and Marcus Smith to fill the vacant positions of Laborer in the Sanitation/Environmental Services Department at a salary grade 4, \$9.43 per hour, subject to a one year probationary period. This motion was seconded by Alderman Walker and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
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 passed.

33. REQUEST AUTHORIZATION TO HIRE CALVIN EDMONDS AND JAMAAL JONES TO FILL THE VACANT POSITIONS OF OPERATOR 1 IN THE LANDSCAPE DIVISION OF SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Vaughn offered a motion to hire Calvin Edmonds and Jamaal Jones to fill the vacant positions of Operator 1 in the Landscape Division of Sanitation/Environmental Services Department at a salary grade 5, \$9.50 per hour, subject to a one year probationary period. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

34. REQUEST AUTHORIZATION TO HIRE CARLTON PATRICK TO FILL THE VACANT POSITION OF STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Vaughn offered a motion to hire Carlton Patrick to fill the vacant position of street sweeper in the Sanitation/Environmental Services Department at a salary grade 5, \$9.50 per hour, subject to a one year probationary period. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

35. REQUEST AUTHORIZATION TO HIRE KANESHIA HENDRIX TO FILL THE POSITION OF DEPUTY CLERK -PAYROLL.

Alderman Vaughn offered a motion to hire Kaneshia Hendrix to fill the position of Deputy Clerk – Payroll at a salary grade 11, \$16.59 per hour, subject to a six months probationary period. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

36. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF DEPUTY CLERK – ACCOUNTS RECEIVABLE.

Alderman Maynard offered a motion to advertise the now vacant position of Deputy Clerk – Accounts Receivable. This motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

37. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Vaughn offered a motion to advertise to fill the vacant position of Driver in the Sanitation & Environmental Services Department at a salary grade 6, \$10.71 per hour. This motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

38. REQUEST AUTHORIZATION TO ADVERTISE TO FILL POSITIONS FOR AN EQUIPMENT OPERATOR AT THE LANDFILL DIVISION OF SANITATION AND ENVIRONMENTAL SERVICES.

Alderman Vaughn offered a motion to advertise to fill the vacant position(s) for an Equipment Operator at the Landfill Division of Sanitation and Environmental Services at a salary grade 6, \$10.82 per hour. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

39. REQUEST APPROVAL OF THE TEMPORARY PAY INCREASE PER PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEE JONATHAN WADE, WHO IS ASSIGNED TO THE TEMPORARY POSITION OF ACTING LIEUTENANT.

Alderman Vaughn offered a motion to approve the temporary pay increase of ten percent per Personnel Policy for Fire Department employee Jonathan Wade, who is assigned to the temporary position of Acting Lieutenant due to Lt Roosevelt Harris serving in the role of Acting Captain. This motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

40. REQUEST APPROVAL TO ALLOW SGT. WILLIAM DURR AND SGT. SHANE KELLY, TO ATTEND MISSISSIPPI COMMAND COLLEGE, WHICH WILL BE HELD AT THE UNIVERSITY OF MISSISSIPPI, FROM JULY 24- JULY 29, AT A TOTAL COST OF \$2320.00

Alderman Vaughn offered a motion to allow Sgt. William Durr and Sgt. Shane Kelly, to attend a 6 day Command College, which will be held at University of Mississippi Oxford MS, from July 24-July 29, 2016, at a cost of \$1160.00 per officer. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

41. CONSIDERATION FOR CHIEF FRANK NICHOLS TO ATTEND THE 2016 SUMMER CONFERENCE IN BILOXI, MS., ON JUNE 21-24, 2016 WITH ADVANCE TRAVEL NOT TO EXCEED \$1000.00.

Alderman Vaughn offered a motion to allow Chief Frank Nichols to attend the 2016 Summer Police Chief Conference in Biloxi, Ms., June 21-24, 2016, with advance travel not to exceed \$1,000.00. Alderman Wynn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

42. REQUEST AUTHORIZATION TO DECLARE 2 VEHICLES AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOV DEALS AND REMOVE FROM CITY INVENTORY. THE VEHICLES ARE: 2003 FORD EXPEDITION VIN# 1FMPU17L83LC15178 AND 2007 FORD CROWN VICTORIA VIN# 2FAFP71W17X151903.

Alderman Vaughn offered a motion declaring 2 vehicles as surplus with authorization to advertise on Gov Deals and remove from city inventory. The vehicles are: 2003 Ford Expedition VIN# 1FMPU17L83LC15178 and 2007 Ford Crown Victoria VIN# 2FAFP71W17X151903... This motion was seconded by Alderman Walker and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

43. CONSIDERATION OF SENDING POLICE CORPORAL CHRIS JACKSON TO LEVEL 1 TRAFFIC CRASH/TRAFFIC HOMICIDE INVESTIGATION SCHOOL AT THE NORTH MISSISSIPPI LAW ENFORCEMENT TRAINING CENTER IN TUPELO, MISSISSIPPI, AT A TOTAL COST OF \$1,525.00.

Alderman Vaughn offered a motion to allow Police Corporal Chris Jackson to attend Level 1 Traffic Crash/Traffic Homicide Investigation school April 11 – 12, 2016, at the North Mississippi Law Enforcement Training Center in Tupelo, Mississippi, at a total cost of \$1,525.00. This motion was seconded by Alderman Maynard and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

44. CONSIDERATION OF DECLARING TOTER A SOLE SOURCE VENDOR FOR THE PURCHASE OF 2-WHEELED CARTS.

Alderman Maynard offered a motion approving of Toter as a sole source vendor for the 2 wheeled carts. The carts were bid with the annual Source of Supply Bids, but no bids were received on carts. Sanitation has been unable to locate a second quote. This motion was seconded by Alderman Walker and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea

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

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

45. REQUEST AUTHORIZATION OF A SECOND ADDENDUM TO AN AMENDED WASTEWATER SERVICE CONTRACT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE, BRECKENRIDGE GROUP, LLC, IREC CPP MISS. ST AND HOMESTEAD ACQUISITIONS.

Alderman Carver offered a motion to execute the second Addendum to an amended Wastewater Service Contract between Mississippi State University, the City of Starkville, Breckenridge Group, IREC CPP Miss. St., LLC, and Homestead Acquisitions. This motion was seconded by Alderman Vaughn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

**ADDENDUM NO. 2 TO AMENDED WASTEWATER SERVICE CONTRACT
Between
MISSISSIPPI STATE UNIVERSITY, CITY OF STARKVILLE and BRECKENRIDGE GROUP
STARKVILLE MISSISSIPPI, LLC**

1. This Addendum No. 2 ("**Addendum**") to the Amended Wastewater Service Contract between Mississippi State University, the City of Starkville, and Breckenridge Group Starkville Mississippi, LLC dated August 15, 2013, as supplemented by that certain Addendum No. 1 to the Amended Wastewater Service Contract dated September 16, 2014 (collectively, the "**Service Contract**"), is made and entered into this the ____ day of _____, 2016 ("**Addendum Effective Date**"), by and between (i) Breckenridge Group Starkville Mississippi, LLC ("**Breckenridge**"), a Texas limited liability company, (ii) IREC CPP Miss. St., LLC ("**Innovative**"), a Delaware limited liability company, (iii) BULLDOG APARTMENTS II, LLC ("**Homestead**"), a Delaware limited liability company, and (iv) Mississippi State University and the City of Starkville, Mississippi (jointly "**Owner**").

2. Homestead is the contract purchaser of certain land situated in Oktibbeha County, Mississippi upon which Homestead currently has plans to construct a residential housing development of no more than seven hundred and fourteen (714) beds ("**Homestead Apartments**"). Homestead, through a separate agreement with Breckenridge and Innovative, intends to connect to the sewer facilities of Breckenridge and Innovative which then connects to the Owner's wastewater facilities pursuant to the terms of the Service Contract. The Homestead Apartments are approved to connect to such sewer facilities for up to 714 beds notwithstanding the restriction of 600 beds in Addendum No. 1.

3. It is understood and agreed that Homestead is not a party to the Service Contract nor should this Addendum be construed to make Homestead a party to the Service Contract. It is further understood and

agreed that the only contractual rights and obligations between Homestead and Owner are set forth in this Addendum.

4. In the event that Breckenridge fails to pay or perform any of its obligations under the Service Contract ("**Service Contract Default**"), Innovative and/or Homestead shall have the right, but not the obligation, to cure on behalf of Breckenridge any Service Contract Default if such default is curable. Any such cure shall be performed within ninety (90) days of the date of written notice served on Breckenridge, Homestead and Innovative.
5. Owner agrees that upon serving Breckenridge any notice of default pursuant to the provisions of the Service Contract, it shall also provide notice of such default to Homestead and Innovative and no notice of default by Owner to Breckenridge under the Service Contract shall be deemed to have been duly given unless and until notice is given to Homestead and Innovative. Homestead and/or Innovative shall have the right, but not the obligation, to perform on behalf of Breckenridge any term or condition of the Service Contract, and Owner shall accept such performance by Homestead or Innovative with the same force and effect as if furnished by Breckenridge. Owner further agrees that it shall not terminate the Service Contract until the expiration of a period of ninety (90) days from the date of a written notice is served on Breckenridge, Homestead and Innovative.
6. If a Service Contract Default is not capable of being cured by Homestead or Innovative, and the Service Contract is terminated pursuant to its terms, such that Homestead and/or Innovative is not able to maintain wastewater service through Breckenridge's sewer facilities, then, subject to Owner having sufficient capacity to provide wastewater services to Homestead and/or Innovative, Owner agrees that it will negotiate in good faith a replacement agreement with Homestead and Innovative, on commercially reasonable terms, in order to provide for wastewater service to Homestead and Innovative.
7. In the event Homestead has not completed connection to Breckenridge's sewer facilities within two (2) years after the Addendum Effective Date, this Addendum (but not the Service Contract) will be voidable by any party hereto upon written notice to all other parties.
8. Breckenridge agrees that it shall not have the right to permit an Additional Developer (other than Homestead and Innovative) to connect to its Sewer Facilities, without the prior written consent of Owner.
9. Breckenridge shall notify Owner upon Homestead and Innovative's completion of connection to Breckenridge's sewer facilities.
10. The parties agree that, without the consent of the Owner, Breckenridge, or Innovative, Homestead shall have the right to freely assign all of its right, title and interest in and to this Addendum 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, this Addendum 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 Service Contract, as supplemented by this Addendum, shall continue to run with the property owned by Breckenridge and Innovative.
11. In the event of any conflict between the terms of the Service Contract, on one hand, and the terms of this Addendum, on the other hand, it is agreed that the terms of this Addendum shall control. Except as expressly stated in this Addendum No. 2, the terms of the Service Contract and Addendum No. 1 to the Service Contract are unmodified and remain in full force and effect.
12. This Addendum 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 Addendum, an executed facsimile counterpart copy of this Addendum shall be deemed an original for all purposes.

13. All notices, demands, requests and other communications required or permitted under the Service Agreement and this Addendum 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:

If to Breckenridge: Breckenridge Group Starkville Mississippi, LLC
Building B, Suite 201
1301 S. Capital of Texas Hwy
Austin, Texas 78746
Attn: Richard Stasica
Email: rstasica@myaspenheights.com

If to Innovative: IREC CPP MISS. ST., LLC
3100 Pinebrook Road, Suite 1250-C
Park City, Utah 84098
Attn: Mr. Michael S. Augustine
Email: maugustine@homesteaddp.com

If to Homestead: c/o Homestead Development Partners, LLC
3100 Pinebrook Road, Suite 1250-C
Park City, Utah 84098
Attn: Mr. Michael S. Augustine
Email: maugustine@homesteaddp.com

If to MSU: Mississippi State University
Office of Procurement and Contracts
Attn: Mr. Don Buffum
P.O. Box 5307
McArthur Hall, Fifth Floor
Mississippi State, MS 39762

If to City of Starkville: City of Starkville
Attn: Mayor
110 W. Main Street
Starkville, MS 39759

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed the day and year above written.

Mississippi State University

By: _____

Title: _____

City of Starkville

By: _____

Mayor

Attest: _____

City Clerk

Customer:

Breckenridge Group Starkville Mississippi, LLC, a Texas limited liability company

By: BGSMS, LLC, a Texas limited liability company, its sole member

By: _____
Name: _____
Title: _____

As to Addendum only:
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: _____

BULLDOG APARTMENTS II, LLC,
a Delaware limited liability company
By: _____
Michael Augustine, President

46. REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO THE AMERICAN WATER WORKS ASSOCIATION ANNUAL CONFERENCE IN CHICAGO, IL FROM APRIL 19-22, 2016 WITH ADVANCE TRAVEL NOT TO EXCEED \$2,500.00.

Alderman Carver offered a motion to approve Terry Kemp to travel to the American Water Works Association Annual Conference in Chicago, IL from April 19-22, 2016, at an approximate cost of \$2,500.00. This motion was seconded by Alderman Wynn and the Board voted as follows:

- Alderman Ben Carver Voted: Yea
- Alderman Lisa Wynn Voted: Yea
- Alderman David Little Voted: Yea
- 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 passed.

43. REQUEST AUTHORIZATION TO EXECUTE SMART GRID SOLUTION CONTRACT BETWEEN STARKVILLE UTILITIES AND ELSTER SOLUTIONS, LLC.

Alderman Carver offered a motion to execute the Smart Grid Solution Contract between Starkville Utilities and Elster Solutions, LLC. This motion was seconded by Alderman Walker and the Board voted as follows:

- Alderman Ben Carver Voted: Yea
- Alderman Lisa Wynn Voted: Yea
- Alderman David Little Voted: Yea
- 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 passed.

GENERAL AGREEMENT

THIS GENERAL AGREEMENT (this “Agreement”) is entered into effective this ____ day of _____, 2016 (“Effective Date”) by and between Elster Solutions, LLC, a Delaware limited liability company with offices located at 208 South Rogers Lane, Raleigh, NC 27610, USA (hereinafter “Elster” or “Licensor”), and the Starkville Utilities, organized under the laws of the state of Mississippi, with offices located at 200 N. Lafayette Street, Starkville, MS 39759, (“SU”, “Purchaser” or “Licensee”) Elster and SU may be referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, Elster is a manufacturer, marketer and provider of Smart Grid Solutions, including Advanced Meter Infrastructure (“AMI”) hardware and software technology, Meter Data Management (“MDM”) software technology, and electric, water and gas utility market support; and

WHEREAS SU, a provider of utility services, has selected Elster to furnish hardware, software technology, and support necessary to enhance delivery of such services to its customers.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and obligations set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

1 ENTIRE AGREEMENT

This Agreement together with the Exhibits, Appendices, Pricing, Schedules, Attachments and Addenda listed below, collectively the “Contract Documents” with English as the prevailing language, represents the complete understanding and agreement between the Parties, and supersedes and cancels any and all prior agreements, written or oral, relating to the subject matter hereof. The Contract Documents may not be amended except by written modification signed by both Parties. Any conflicts among the Contract Documents shall be resolved by giving precedence to the terms in the documents in the following order:

General Agreement

Exhibit A – Smart Grid Solution General Terms and Conditions defines the standard Elster terms for the sale of goods and provision of services.

Exhibit B – Statement of Work defines the scope of the project.

Exhibit C – System License Agreement (“SLA”) grants Licensee a nonexclusive, nontransferable license to use the Software in binary code only along with related applicable documentation which the Licensor customarily provides, to support the Licensee’s business practices. Execution of a System License Agreement is required in order to proceed with the Project.

Exhibit D - System Maintenance Agreement (“SMA”) defines system maintenance services and support for the Connexo Program licensed under the SLA. System support is available at various levels, and includes Casual Consulting and Technical Support services including software and firmware upgrades. Execution of a System Maintenance Agreement is required in order to proceed with the project.

Exhibit E – Handheld Unit Maintenance Agreement (“HMA”) offers optional extended annual maintenance services for Elster’s EA Inspector and EA Installer handheld units after the manufacturers’ new product warranty has expired. Support services include maintenance for EA_Inspector and EA_InstallerPlus software, and equipment maintenance including replacement parts and boards.

Exhibit F – Pricing Schedule details all pricing not otherwise described in another Exhibit.

SU’s signature acceptance of the attached System License Agreement, Exhibit C; and System Maintenance Agreement, Exhibit D, is required under this General Agreement. The Handheld Unit Maintenance Agreement, Exhibit E, is optional and execution of the HMA is not required in order to proceed with the Project. Collectively, the SLA, SMA and HMA are part of the General Agreement. Independently however, the SLA, SMA and HMA function as stand-alone contracts, and as such may in accordance with their individual terms, survive project completion, expiration or termination of the General Agreement and Exhibit B, Statement of Work.

The General Terms and Conditions of Sale, Exhibit A; applicable fees and rates in the Pricing Schedule, Exhibit F; and individual SLA, SMA, and HMA agreement terms, will govern any continued System Licensing and System and Equipment Maintenance support provided by Elster after the project is complete, expired or terminated.

2 THE PROJECT

This Agreement covers the supply of certain goods, software, and services as described herein and in the attached Exhibit B, Statement of Work, necessary for the Smart Grid Solution (the "System") for electric, and water meters Elster will provide to the Client for the prices shown in Exhibit F. The term "goods" are defined as products manufactured by Elster (meters, modules, software, equipment, etc.), including non-manufactured components used in the manufacture of such goods, and furnished to SU under this Agreement. Except as noted herein, SU or its subcontractors will install all goods provided by Elster.

3 TERM

This Agreement shall begin on the Effective Date and continue through January 31, 2017 (the "Initial Term") unless terminated earlier by either Party in accordance with the termination provisions set forth herein. If at the end of the Initial Term the Project is incomplete, this Agreement may be extended by written agreement of the parties.

4 PRICES

In consideration of the goods, services and software provided by Elster, Client shall pay Elster the amounts, in U.S. Dollars, as detailed in Exhibit F, Pricing Schedule, or in the applicable SLA, SMA or HMA as may be amended. During the Term, prices are binding for the attached Exhibit B - Statement of Work; Exhibit C, System License Agreement; Exhibit D, System Maintenance Agreement; and Exhibit E, Handheld Unit Maintenance Agreement and may only be adjusted as set forth herein or in the applicable agreement.

5 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

6 CONFIDENTIALITY

Each Party agrees to be bound by the Mississippi Public Records Act of 1983 to the extent applicable.

7 LIMITATIONS OF LIABILITY

The Licensor's total liability relating to this Agreement, the Software or to the license granted hereunder is limited pursuant to the following sentence. To the extent that the Mississippi Supreme Court determines that this agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi legislature, or, in the event this agreement is not otherwise prohibited, neither party shall be liable for (i) any special, indirect or consequential damages and (ii) any amount in excess of the greater of 110% of the amount paid by Purchaser to Elster hereunder or One Million Dollars (\$1,000,000.00).

8 ASSIGNMENT

SU may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Elster. In the event that SU is involved in a Change of Control (defined below), such an event shall be considered an assignment of this Agreement subject to the written consent of Elster. "Change of Control" means a stock sale, reorganization, merger, consolidation or other form of corporate transaction or series of transactions, in each case, with respect to which persons who were the shareholders of SU immediately prior to such stock sale, reorganization, merger or consolidation or other transaction do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the sold, reorganized, merged or consolidated company's then outstanding voting securities, in substantially the same proportions as their ownership immediately prior to such stock sale, reorganization, merger, consolidation or other transaction. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9 WAIVER

The terms, covenants and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of the Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof. No waiver by any party of any condition or other breach of any provision, term or covenant in this Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of any other provision, term or covenant of this Agreement.

10 ENFORCEMENT

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law effective during the term hereof, such provision shall be fully severable and this Agreement shall be

construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

11 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi, without regard to conflicts of law principles.

12 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. For purposes of this Agreement, a facsimile or email transmitted PDF signature shall be deemed an original.

13 INDEPENDENT CONTRACTOR

As an independent contractor, Elster shall have no authority, express or implied, to act for or on behalf of the Client by virtue of anything contained in this Agreement. Nothing in this Agreement shall be deemed or construed by Client or Elster or by any third party as creating a partnership or joint venture between Elster and SU, or cause either Party to be responsible for the debts of any other Party.

14 NOTICES

Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered on the date evidenced by receipt obtained upon transmission by fax, upon delivery by commercial delivery service, or upon delivery by certified or registered mail to a party's address or facsimile number shown below:

Either Party may at any time change its respective address or point of contact by sending written notice of the change to the other Party.

If to Elster If to Client

Elster Solutions, LLC Starkville Utilities

208 S. Rogers Lane P.O. Box 927

Raleigh, NC 27610 Starkville, MS 39760

ATTN: Contracts Department Attn: Terry Kemp, General Manager

ContractsDept@elster.com tkemp@starkvilleutilities.com

15 MISCELLANEOUS

Unless otherwise detailed in the attached Exhibit B, Statement of Work, the following applies to this project:

15.1 Network Design Guarantee

Elster's LAN/WAN network is designed to provide full meter device connectivity. The design is based on a fixed number of metering end points and customer supplied GPS site locations or postal service addresses. To allow for variances in data accuracy or completeness Elster has provided a network design reserve. If during deployment it is determined that additional network equipment is required, the reserve shall cover the cost of such equipment. This cost, however, is not billed to the Client unless used. Any additional equipment required beyond the reserve will be furnished by Elster's at its expense. This guarantee is valid for networks deployed under Elster's planning guidelines and is effective through the Initial Term for the number of metering end points set forth in the initial Statement of Work, Exhibit B.

15.2 Custom Integration

Unless specifically stated in the SOW, Custom integration is not included in the Agreement scope. If Elster is contracted for integration work, SU will provide Elster with legal access to any formats or protocols necessary to develop the file structures, and provide suitable and timely support for testing at no cost to Elster. Elster will undertake commercially reasonable efforts to cooperate with any SU financial or utility billing software vendor. Integrated software produced by Elster will be licensed to SU under the System License Agreement and supported under the System Maintenance Agreement.

15.3 WAN Technology Integration

Elster is providing SU an approved, warranted and integrated cellular hardware solution compatible with the EnergyAxis system. SU is responsible for the relationship with the cellular provider which includes but is not limited to the activation and monthly fees associated with the cellular WAN provider. If SU elects to use a non-integrated WAN solutions it may be used at customer's risk, and at a minimum must include: RJ-45 connection supporting Ethernet TCP-IP protocol with latency less than 250 ms and minimum data rate of 115kbps; and wireless technologies with frequencies outside of the 900 ISM band (902 MHz to 928 MHz)

Elster makes no system performance guarantees and offers no warranties as to the operation, function or performance of non-integrated WAN solutions. Elster assumes no responsibility and offers no warranty for system components impacted by the use of non-integrated WAN solutions. Use of non-integrated WAN solutions nullifies all stated system performance guarantees.

15.4 ZigBee Communication Protocols

Elster meters, using ZigBee communication protocols, are designed to support communications to HAN devices using the ZigBee Smart Energy Profile (SEP). As the SEP evolves, Elster may to the extent technically feasible, provide upgrades to ZigBee enabled meters at an additional fee. Support of future ZigBee profiles may be limited by the meter hardware deployed. Support of ZigBee SEP does not guarantee interoperability with other ZigBee SEP devices. Consult Elster for a list of approved Demand Response vendors and supported devices.

16 SURVIVAL

The provisions of Sections 4, 5, and 7 herein and attached Exhibits A, C, D, E and F shall survive the cancellation, expiration or termination of this Agreement.

THE PARTIES INTENDING TO BE LEGALLY BOUND HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE "EFFECTIVE DATE" FIRST WRITTEN ABOVE.

STARKVILLE UTILITIES ELSTER SOLUTIONS, LLC

Signature Signature

Printed Name Printed Name

Title Title

Date Date

EXHIBIT A**ELSTER SOLUTIONS, LLC****GENERAL TERMS AND CONDITIONS OF SALE****1 General**

These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Client in a purchase order or other document, unless expressly agreed to in writing by Elster. Notwithstanding the foregoing, any software licenses purchased by Client shall be governed exclusively by the terms and conditions of the applicable software license agreement or systems license agreement (including, if applicable, a shrink-wrap or click-wrap software license agreement) in effect between the parties.

2 Prices

Unless otherwise specified in writing, all proposals or quotations from Elster expire thirty (30) days from the date thereof. Equipment Prices in Exhibit F are firm for 24 months after contract execution date.

Unless otherwise specified by Elster, the price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable.

Client will assume the payment of all taxes, duties, fees and other charges assessed by any taxing authority in the Client's country or country of ultimate destination with respect to the goods order. Client agrees to pay or reimburse any such taxes, duties, fees or other charges which Elster or its suppliers are required to pay or collect. If Client is exempt from the payment of any tax or holds a direct payment permit, Client shall, upon order placement, provide Elster a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

Unless otherwise stated herein, prices for Services are based on Services provided during Elster's normal business hours (8 a.m. to 5 p.m. U.S. Eastern Time, Monday through Friday, excluding Elster holidays).

Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; hours during Elster holidays will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are firm for one year from date of the contract. Thereafter, Elster can change the rates upon reasonable notice to Client.

3 Changes

Any changes requested by Client affecting the project scope, schedule, or other aspects of the work must be accepted by Elster, and impacted provisions of the contract, including but not limited to price, schedule, license fees, warranties, etc., mutually agreed to in writing prior to implementation of any change.

Client requested changes in the scope will be priced per the unit pricing stated in the pricing exhibit(s) attached to and incorporated as part of the agreement between the parties, or otherwise as quoted by Elster on a case-by-case basis.

Any changes to the system or hardware initiated by Client before or after delivery may necessitate upgrades to third party licenses. Any additional third party license fees will be the responsibility of Client unless such costs are specifically noted as included in the scope of work pricing.

Elster may, at its expense, make changes in the goods and services as it deems necessary and in its sole discretion to conform the goods and services to the applicable specifications. If the customer objects to any such changes, Elster shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection. In addition, during the provisioning of goods and services hereunder, Elster may pass along to Client certain incidental costs incurred by Elster in the provisioning of such goods and services that directly relate to the provisioning thereof, such as mounting brackets, washers, gaskets and the like, with such costs not to exceed \$10,000.

4 Delivery

All goods manufactured, assembled or warehoused in the continental United States or Mexico and delivered within the United States are delivered FOB point of destination.

In order for Elster to cover the administrative, insurance, and logistic expenses involved with FOB point of destination deliveries, Elster will add to the Client's invoice as a separate line item, an amount equal to two percent (2%) of the purchase price of the goods being delivered.

If the scheduled delivery of goods is delayed by Client or by Force Majeure, Elster may move the goods to storage for the account of and at the risk of Client whereupon it shall be deemed to be delivered.

Shipping and delivery dates are contingent upon Client's timely approvals and delivery by Client of any documentation required for Elster's performance hereunder.

Claims for shortages or other errors in delivery must be made in writing to Elster within ten (10) business days of delivery. Goods may not be returned except with the prior written consent of and subject to terms specified by Elster. Claims for damage after delivery shall be made directly by Client with the common carrier.

Unless otherwise agreed in writing by the parties, the Client shall be responsible for any required export/import licenses. The obligations of the Client to pay for the goods shall not in any manner be waived by the delay or failure to secure or renew, or by the cancellation of, any required export/import licenses.

5 Inspection and Acceptance

Client shall have up to thirty (30) days after delivery of the goods to the specified delivery point or after provisioning of Services, to inspect and reject or accept the goods or Services. In the event that Client does not reject the goods or Services in writing citing any applicable non-conformity to a purchase order, order release or specification during such thirty (30) day acceptance period, the applicable goods or Services shall be deemed accepted.

6 Invoicing / Payment

Elster deliverables will be invoiced and paid in accordance with the following terms:

6.1 Meters / Equipment / Devices

Invoiced Ex Works, point of shipment from the factory with payment due 45 days from the date of invoice in accordance with the payment terms herein.

6.2 System License Fees

Base license fees and incremental license fees are based on the size of the deployment and the corresponding Connexo license tier available to the Licensee. Base license fees and incremental license fees are invoiced after completing Connexo installation and onsite training. If the total number of AMI / AMR devices increase beyond the limits of the assigned tier, Licensee must upgrade to a higher tier and corresponding upgrade, backup and test system fees apply. Licensor will conduct quarterly audits to determine if additional license fees are due. Any additional fees due will be invoiced following the audit with payment due forty-five (45) days from the date of invoice and as provided in the SLA. No credit will be given following quarterly audits reflecting fewer meters on the System..

6.3 System Maintenance Fees

System Maintenance due for the first partial calendar year of the Agreement will be invoiced after completing System installation and training, and annually thereafter unless terminated by Client following the first complete calendar year of the Agreement. Invoices payments are due forty-five (45) days from the date of invoice and as provided in the SMA.

6.4 Handheld Unit Maintenance Fees

Handheld Unit Maintenance Fees for the initial term are prorated from the Effective Date of the Agreement for the number of days remaining in the calendar year and invoiced accordingly. Thereafter annual HMA renewal fees are invoiced in October of the current year for the following annual term. Invoices payments are due forty-five (45) days from the date of invoice and as provided in the HMA. Elster may change the annual invoice month upon prior written notice.

6.5 Project Services Fees

Project Services begins at contract signing and continues through project delivery, and includes installation, integration, support and training as further described in the Statement of Work.

Project Services fees are defined in Pricing Schedule Exhibit F and are generally invoiced in monthly installments through completion of project services. Payments are due forty-five (45) days from the date of invoice.

6.6 Travel and Living Expenses

Travel and per diem expenses for Elster personnel working on-site shall be billed monthly at cost plus ten percent (10%). Airfare will be coach fare with moderate hotel accommodations. Receipts for expenses over \$25 will be furnished upon request. Reimbursement for such expenses are due forty-five (45) days from the date of invoice.

6.7 Payment terms

Elster, payment terms are net cash, payable without offset, in United States Dollars, for receipt within 45 days from date of invoice by wire transfer or other mutually agreed method. For any amount past due, Client

shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or the highest applicable rate allowed by law on all such overdue amounts.

7 Title and Risk of Loss

Title to the goods shall pass to Client upon Client's receipt of the goods FOB Destination.

8 Delays

Goods and Services provided by Elster are planned and priced based on project requirements, and are sensitive to proper utilization of assets and committed resources. Unscheduled delays that prevent Elster or its subcontractors from working at the planned pace represent a risk to meeting overall project objectives. Elster will work closely with Client in an effort to minimize the potential for delays through careful planning and documentation of key interdependencies. If, however, the delivery of goods or the performance of Services are delayed as a result of acts or omissions by Client or its representatives (and not by Elster or by reasons of force majeure), for unreasonable periods (an unreasonable period shall not be less than 30 days after prior written notice), Elster may, at its discretion, deem such delay a suspension of the Agreement by the Client, and as a result not be bound by the pricing set forth in the Pricing Schedule or by the list of deliverables, and may at its discretion require Client to renegotiate prices.

If either Party causes a delay in the progress of the Work not otherwise excused or addressed in the Contract Documents, such Party shall use Commercially Reasonable Efforts (all without additional cost to the other Party) to complete its Work within the times set forth in the Contract Documents and project schedule.

9 Warranties and Remedies

9.1 Goods Warranty

Elster warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. Starkville Utilities will receive an additional 12 month warranty as a Hometown Connection Partner. The term "goods" are defined as products manufactured by Elster (meters, modules, software, equipment, etc.), including non-manufactured components used in the manufacture of such goods, and furnished to under this Agreement. Except as noted herein, Starkville Utilities or its subcontractors will install all goods provided by Elster. For the purpose of this agreement, all goods described in Exhibit F- Pricing Schedule, (except for handhelds) are governed by 8.1, 8.2, 8.8 and 8.9

9.2 Goods Remedy

If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Client to provide proper records), and written notice of such nonconformity is provided to Elster promptly after such discovery and within the applicable warranty remedy period, Elster shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.

9.3 Services Warranty

For Services other than services describe in the Exhibit B, SOW, Elster warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

9.4 Services Remedy

If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Elster promptly after such discovery and within the applicable warranty remedy period, Elster shall, re-perform the nonconforming services.

9.5 Third Party Goods Warranty

Goods supplied by Elster but manufactured by others are warranted only to the extent of the manufacturer's warranty. Handhelds are third party goods.

9.6 Third Party Goods Remedy

Remedies, if any, are provided by the manufacturer.

9.7 Additional Warranties

Notwithstanding the foregoing, certain warranties may be provided under the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section 9.

9.8 Warranty Returns

For warranty returns of Elster metering hardware, Client will pay freight to Elster factory in San Luis Petosi, Mexico. Elster will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Client is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

9.9 Exceptions

In no event shall Elster be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Client's risk and expense. Elster shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Elster's instructions; or (v) are comprised of materials provided by or a design specified by Client.

9.10 EA_MS System Warranty

EnergyAxis System Warranty Elster warrants that the System will function and perform as an integrated whole in conformance, in all material respects, with Elster-provided documentation and the Exhibit A, Statement of Work. This warranty will extend for one year beginning with Elster's completion of an operational checkout of the EnergyAxis System and initial on-site training of Client personnel on System hardware and software, provided, however, the effectiveness of the foregoing warranty is contingent upon the System Maintenance Agreement being in effect between the parties during the warranty period. The term "System" as used in this Section shall consist of software, materials, services and equipment sold, purchased or licensed under this Agreement by and between Elster and the Client, and/or materials and equipment furnished by an Elster distributor.

9.11 EA_MS System Warranty Remedy

EnergyAxis System Warranty Remedy - If a material nonconformity is discovered in the System during the warranty period, under normal and proper use with proper operation and maintenance, and Client provides written notice of such nonconformity to Elster promptly after such discovery, Elster shall at its discretion repair or replace the nonconforming portion of the System.

Elster shall not be liable under the foregoing System warranty for any nonconformity, costs, damage or failure caused by vandalism, theft, mishandling, improper operation, installation or repair, or maintenance by Client or a third party, misuse, acts of God, negligent acts or omissions or malfeasance of Client or any third party, or actions or conditions beyond the reasonable control of Elster, its subcontractors, or representatives under the Agreement.

10 Limitation of Liability

The Licensor's total liability relating to this Agreement, the Software or to the license granted hereunder is limited pursuant to the following sentence. To the extent that the Mississippi Supreme Court determines that this agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi legislature, or, in the event this agreement is not otherwise prohibited, neither party shall be liable for (i) any special, indirect or consequential damages and (ii) any amount in excess of the greater of 110% of the amount paid by Purchaser to Elster hereunder or One Million Dollars (\$1,000,000.00).

11 Force Majeure

Neither party shall be liable for loss, damage, or delay nor be in default for failure to perform (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, acts of war or terrorism, fire, flood, strike, labor disputes, acts or omissions of any governmental authority or of the other party, compliance with government regulations, embargos, fuel or energy shortage, delays in transportation, inability to obtain necessary labor, materials, or services from usual sources, or from defects or delays in performance of a party's suppliers or subcontractors due to such causes. In the event of a delay by either party due to the foregoing, the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the delay.

12 Termination

Any order, contract or agreement may be terminated by Client by written notice and payment of reasonable and proper termination charges, including but not limited to all costs associated with the order or contract incurred up to the date of the notice of termination (including, without limitation, demobilization costs, sub-supplier and subcontractor termination charges, and standard restocking fees), plus a fixed sum of ten (10) percent of the final total contract price to compensate for disruption in scheduling, planned production and other indirect costs. Payments shall be made within 45 calendar days from receipt of invoice and acceptance of the goods in accordance with these General Terms and Conditions of Sale. No termination by Client for default shall be effective unless, within thirty (30) days after receipt by Elster of Client's written notice specifying such default, Elster has failed to initiate and pursue with due diligence correction of such specified default.

Elster may terminate any order, contract or agreement and any license granted thereunder at any time and for any reason, including nonpayment or other material breach by Client that is not cured within thirty (30) days following written notice thereof.

13 Assignment

Starkville Utilities may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Elster. In the event that Starkville Utilities is involved in a Change of Control (defined below), such an event shall be considered an assignment of this Agreement subject to the written consent of Elster. "Change of Control" means a stock sale, reorganization, merger, consolidation or other form of corporate transaction or series of transactions, in each case, with respect to which persons who were the shareholders of Starkville Utilities immediately prior to such stock sale, reorganization, merger or consolidation or other transaction do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the sold, reorganized, merged or consolidated company's then outstanding voting securities, in substantially the same proportions as their ownership immediately prior to such stock sale, reorganization, merger, consolidation or other transaction. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14 Confidentiality

Each Party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other Party or any of their affiliates which it acquires in any form from the other Party (the "Disclosing Party"), , or any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential ("Confidential Information"). The Receiving Party will not disclose such Confidential Information with any third parties without the Disclosing Party's prior written consent. The Receiving Party further agrees to use its best efforts and to take all reasonable precautions to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees, accountants, affiliates, attorneys, bankers, consultants, insurance advisors and carriers, and agents who need access to such information to carry out a Party's obligations under this Agreement, and the Receiving Party shall be liable for the compliance by such third parties with the confidentiality obligations hereof.

The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique, and accordingly the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement and the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. Notwithstanding the foregoing, to the extent it would be unreasonably costly or cumbersome, neither Party shall be required to delete intangible copies of Confidential Information that is made as part of such Party's routine systems back-up procedures.

15 Release of Information

Following contract signature, either Party may as a matter of public record issue a press release or other public disclosure acknowledging the existence of the relationship between the Parties and the general nature of this Agreement. Neither Party will however, before or after contract signature, use the other Party's name,

trademarks or logos for the specific purpose of advertising, promotion or publicity without the prior written consent of the other Party, which will not be unreasonably withheld.

16 Waiver

The terms, covenants and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of the Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof. No waiver by any party of any condition or other breach of any provision, term or covenant in this Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of any other provision, term or covenant of this Agreement.

17 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi, without regard to conflicts of law principles.

18 Export Control

Client represents and warrants that the goods and services provided hereunder and the "direct products" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Client agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Elster or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

If applicable, Elster shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Client. Client shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by Elster. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by Elster without liability for damages of any kind resulting from such cancellation. At Elster's request, Client shall provide Elster with a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Elster.

19 Resale

If Client resells any of the goods (other than software, which is non-transferable), the sale terms shall limit Elster's liability to the buyer to the same extent that Elster's liability to Client is limited hereunder. In addition, when reselling any of the goods, Client shall maintain strict compliance with the Export Administration Act of 1979, as amended, or any other United States laws and regulations as shall from time to time govern the sale, license and delivery of technology or goods abroad by persons subject to United States law. Resale of goods does not transfer unique LAN identification or software embedded in or related to meters. The buyer of resold goods must contact Elster directly for such components.

20 Dispute Resolution

20.2 Escalation

The Parties shall use reasonable efforts to settle any disputes related to this Agreement through efficient communication and informed discussion. Either Party may by written notice, inform the other Party of a dispute under this Agreement by describing the nature of the dispute and the matters at issue. Upon receipt of such notice, the other Party shall respond in writing within ten (10) days. The Parties shall cooperate by providing information and answering questions to facilitate an informed discussion of the issues in dispute. If the dispute is not resolved to the satisfaction of either Party within ten (10) days following the written response, either Party may require that a vice president or comparable upper level manager of each Party discuss the dispute and attempt to resolve it.

20.3 Mediation

If the Parties cannot resolve a dispute under the process set forth above, either Party may refer the dispute to non-binding mediation by a neutral third party approved by both Parties. The mediation shall occur at a site mutually agreed upon by the Parties. Regardless of which Party refers to mediation, both Parties agree to cooperate in and share equally in the costs. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding. Either Party may terminate mediation after sixty (60) days from its commencement.

20.4 Other Methods

The availability of the above resolution methods shall not preclude a Party from exercising any and all legal rights otherwise available under the law.

EXHIBIT B

STATEMENT OF WORK

This Statement of Work (SOW) defines the work to be completed by Elster and City of Starkville Utilities (“SU”) for the successful implementation of an Elster Advanced Metering Infrastructure (AMI) system. This system is intended to replace the existing Elster Managed Services solution currently in place. This document defines the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required to achieve the desired outcome, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks. By their authorized signature below, both parties agree to this SOW and its content.

1 SCOPE OF WORK

The scope of work varies by project and may include products and services provided by Elster’s subcontractors such as for Installation Services, MDMS, WAN, Demand Response, Prepayment or others. This AMI project includes:

- a) Elster electronic electricity meter type REX2 or latest version equipped with communications hardware for Elster’s EnergyAxis system, time-of-use capability, and with optional service control switch, where available. Meter will perform bidirectional metering and monitoring of real power and energy, apparent power and energy and interval data recording, assuming meter is ordered with appropriate configuration.
- b) Elster electronic polyphase electricity meter type A3 Alpha or latest version with fully optioned main board memory, time-of-use capability and equipped with communications hardware for Elster’s EnergyAxis system. Meter will perform metering and monitoring of real power and energy, reactive power and energy, advanced four quadrant metering, load profiling, instrumentation profiling and power quality monitoring, assuming meter is ordered with appropriate configuration.
- c) IP AxisLink with Gatekeeper (IPAL)
- d) EA Water Modules with Nicor connectors (most current design)
- e) Connexo NetSense software
- f) Services (i.e. project services and integration) as described herein.
- g) Handheld Equipment
- h) Associated Software for Handheld
- i) EA Mobile Software
- j) EA_Mobile Communicator with Video Interactive Display (VID)
- k) Secure Tunnel Server
- l) Integration (Meter exchange/Billing) with CIS
- m) EA_Mobile integration with CIS
- n) Water module meter 6 digit truncation application (Delivered, need to migrate to onsite Connexo server)
- o) Route Manager Software

The Connexo NetSense software used to operate the system will be installed in SU offices at 200 N Lafayette St, Starkville, MS 39759. All other hardware will be deployed within SU territory.

All software, hardware and services not included in the above list are outside the scope of this SOW and are the responsibility of SU to provide if necessary. Elster is willing to provide additional products and services via a Change Order.

2 FUNCTIONALITY PROVIDED

Connexo NetSense

Connexo NetSense shall be configured to readily provide SU support staff (metering and billing) the following minimum features:

- a) Standard functions from meters on a map
 - Remote Disconnect/Connect (for meters with the disconnect function)
 - Communication path analysis
 - Ad-hoc search for meters on a map
- b) Standard Reports from meters on a list

- Overall performance of AMI meter reads per billing cycle
- Detailed statistics of AMI meter reads per billing cycle
- c) Access to all meter/module data recorded in Connexo NetSense
- d) Ability to report meters joined to gatekeepers

Electric Meters: Electric meters provide the following features and functionality:

- a) Voltage Reporting: Provide near real-time power quality data (outage alarms, restoration notices, and voltage alarms) required to support outage detection, restoration, and reporting.
- b) Voltage Monitoring: Provide near real-time voltage data required for Conservation voltage reduction, automatic fault location, isolation, and service restoration, and other smart distribution applications.
- c) Demand Response: Be capable of supporting demand management and home demand response.
- d) Meter Data Services: Provide automatic registration, tamper and theft detection and reporting, meter alert detection and reporting (low battery, memory error, phase error, etc.), remote firmware upgrade and ability to remotely program some meter components.
- e) TOU Data: Ability to program electric meter TOU blocks remotely.

Water Meters: Water meters provide the following features and functionality:

- a) Meter Data Services: Detect, indicate, and flag water meter leaks.

Pre-Payment Services:

- a) Be capable of integrating and supporting OWNER's CIS or third-party pre-payment solution.

3 PROJECT ORGANIZATION

A utility's AMI project involves much more than deploying the Connexo NetSense system. To take advantage of the benefits that the Connexo NetSense system offers, other utility systems and work flows are impacted and these impacts need to be managed by SU. A successful project requires SU participation throughout the project. Elster will rely on SU to provide overall guidance and coordination among their other vendors as needed.

3.1 SU Responsibilities

Prior to the start of the project, SU will designate a person ("SU Project Manager") to whom all communications from Elster will be addressed, and who will have the authority to act on SU's behalf in all matters regarding this SOW.

SU Project Manager will:

- a) Serve as the interface between Elster's project team and all of SU's departments and other SU contractors participating in the AMI project;
- b) Attend status meetings;
- c) Obtain and provide applicable information, data, consents, decisions and approvals as required by Elster to complete our responsibilities, within three business days of Elster's request (or in a timeframe agreed to);
- d) Help resolve project issues, and escalate issues within SU's organization, as necessary;
- e) Support the Project Change Order Procedure in a timely manner.

3.2 Elster Responsibilities

Elster Project Manager will:

- a) Serve as the interface between Elster's project team and SU's Project Manager
- b) Review the SOW, and any associated documents, with SU's Project Manager
- c) Facilitate the project kickoff and planning meeting
- d) Establish and maintain communications through SU's Project Manager, as defined in the section entitled "Project Procedures" below
- e) Review and administer the Project Change Order Procedure with SU's Project; Manager, as defined in the section "Project Procedures below
- f) Coordinate and manage the project activities of Elster's assigned personnel
- g) Provide status reports and facilitate status meetings as agreed

Elster work is performed both on-site and remotely. Typically, Elster personnel will be on-site for the project planning/kickoff meeting, for Connexo NetSense training, and as mutually agreed to with utility. All other travel to the site requested by the utility is outside the scope of this SOW.

3.3 Project Stages

1) Initial Engagement: Ramp up to initial deployment

a) Contract Signing

b) Project Planning

c) Discuss scope of integration efforts

2) Deployment

a) Installation of Connexo NetSense

b) Connexo NetSense User Training

c) Troubleshooting

d) System Maintenance Agreement (SMA) becomes effective and Elster's Support Team is available

3) Closure of Project Services

a) Upon completion of all defined activities and deliverables in this scope of work, Elster shall have met all Project Services obligations within the scope for this Statement of Work.

b) Release of Elster Project Services

4) Continued Deployment: no new activities.

a) More meters deployed

b) More Gatekeepers deployed

3.4 Elster's Project Deployment

The System Maintenance Agreement (SMA) will become effective after Connexo NetSense training. At that point SU will use the Elster Support team for system maintenance, technical support and issue resolution. The Elster Support team will escalate issues as necessary within the Elster organization. Please refer to the SMA for details.

Elster's pricing includes active management of the project by an Elster Project Manager until 09/16/2016. The Project Manager and their team are highly involved in coordinating efforts for task completion and mitigation during this time. Upon completion of all defined activities and deliverables in this scope of work, Elster shall have met all Project Services obligations within the scope for this Statement of Work and Elster Project Services are released.

During the Continued Deployment stage, some of the current activities continue but no new activities are introduced.

If SU desires to have the project actively managed throughout the Continued Deployment, this can be provided via a Change Order. Please refer to the professional service rate schedule in Appendix D-2 of the System Maintenance Agreement.

4 PROJECT PROCEDURES

Project procedures describe communications, interface requirements, and means to control the activities between SU and the Elster project team. Elster has established best practices for project deployment and will communicate those with SU during the project planning meeting. The project procedures used to manage the project will be mutually agreed to.

4.1 Project Scheduling

Project schedules are developed and used by the Elster Project Manager and team to plan and control execution of the Elster project scope of work.

The project schedule is determined during the Project Planning meeting. Most dates, including installation, WAN deployment and integration delivery dates, are determined by the utility requirements and resource availability. Therefore, the entire scope of a utility's project must be considered when developing the project schedule. SU's Project Manager is responsible for providing sufficient input regarding SU's overall program.

4.2 Change Order Procedures

All requested contractual changes shall be in writing between SU Project Manager and the Elster Project Manager. When the change impacts project scope or project schedule, SU Project Manager and Elster Project Manager will manage the changes to mitigate possible negative impact on the schedule while providing the sought after benefits of the change.

The new scope and impact on cost and schedule, if any, will be agreed to and documented via a Change Order. Changes to the scope requirements will be priced per the unit pricing in the General Agreement, if applicable, or otherwise on request from Elster.

4.3 Project Review Meetings

SU is required to participate in project review meetings that cover: status and schedule reviews, coordination of SU's and Elster's scope activities, exchange of technical information, and design reviews of future work to be performed by the project team.

These meetings will include SU and Elster personnel as required to address the key issues. To the extent possible, meetings will be conducted via conference calls or video conferencing. The Elster and SU project managers will mutually agree upon the frequency of these project meetings. The Elster and SU project managers will also mutually agree to the timing, frequency, and location of any face-to-face meetings.

4.4 Transmittal Reviews

SU and Elster will review all submitted transmittals within five (5) business days of submittal. Comments will be formally transmitted by the receiving party to the other party's Project Manager. If no discrepancies are indicated, the document is assumed to be correct and approved. If errors, omissions, or format discrepancies exist, comments indicating the nature of these will be transmitted by the receiving party to other team's Project Manager.

5 DELIVERABLES

Software licensing for Connexo NetSense, Elster expects to deliver Connexo NetSense version 10.2. Connexo NetSense System Maintenance provides Support Services as defined in the System Maintenance Agreement.

If applicable, licensing and support for all third-party products is addressed in the Appendices.

6 PROJECT SERVICE DELIVERABLES AND RESPONSIBILITIES

This section is intended to provide clarity on the expected tasks required and the interdependencies among all parties. The responsible party for each task is indicated in the section entitled "Responsibility Matrix."

6.1 Project Planning Meeting

Elster will provide up to two (2) days on-site by Elster Project Manager to assist in refining the scope of work. Topics typically include:

- Project Management Activities - deliverables, ordering, invoicing, meetings, reports and communications
- IT Infrastructure - server hardware specifications, Connexo NetSense installation, VPN requirements, backup
- Subcontractor discussions, if applicable
- IT integration planning
- Training
- Project Schedule

SU will have the appropriate personnel participate to support the project planning effort. This includes participation by SU project manager, Metering and Field Customer Services, Meter Reading, Billing, Customer Service, Technology Services and IT personnel.

Failure to mutually agree on a final schedule, milestones, or deliverables during the planning stage will be grounds to terminate this Contract per the provisions in the General Agreement.

Elster Deliverables

- a) Final project schedule identifying deliverables and milestones that must take place to meet the requirements of the contract. Each party's responsibilities will be clearly identified on the schedule and the parties will agree to it pursuant to the Transmittal Review section of this SOW. Upon approval by the parties, this project schedule will be deemed by the parties as incorporated in this SOW.
- b) Project communications plan describing the meetings, documentation, and points of contacts.
- c) Approval of server hardware specifications to be purchased by SU.

6.2 Completion of Field Deployment Deliverables from the Elster Managed Service contract

Elster Deliverables

- a) On-going project management work for 24 months beyond the initial Project Planning meeting which was held on 09/17/2014.
- b) Field Service Support/Logistics

6.3 Connexo NetSense Software Installation and Verification

Elster will install and configure the Connexo NetSense software. As part of this installation effort, Elster personnel will work with SU personnel to perform an operational checkout of the system and will configure and verify operation of remote access to the system by the Elster Support Team.

If SU's IT practices require re-installation and reconfiguration of Connexo NetSense software, the additional time will be billed on a time and material basis.

Elster Deliverable

a) Completed Audit Checklist indicating Connexo NetSense is operational and VPN access is successful.

6.4 Integration with Billing and Other Utility Systems

Elster Deliverable

Elster will provide a two-way integration between Connexo and SU's CIS. This communication will consist of various methods including MultiSpeak for real-time calls. This integration will also include a multiple-parameter synchronization process which maintains data consistency between the two systems.

SU Deliverable

Obtain necessary support from SU vendor, SEDC, to facilitate the integration efforts of Elster Managed Services.

6.5 Route Manager Integration

SU will continue to utilize the existing integration from Route Manager to the SU CIS system.

6.6 WAN Communications

SU will be responsible for installation and operation of all WAN communications between the Gatekeepers (or direct-connected meter/device locations) and Connexo NetSense. Sufficient incoming communication channels shall be installed to ensure adequate throughput in sending data over those communication lines and sufficient capacity to support unsolicited call-ins by Gatekeepers for outages and alarms, for future system expansion and other functionality as desired by the utility.

Elster Deliverable

None

6.7 Installation and Configuration of Secure Tunnel Server

Elster will install and configure Secure Tunnel Server to enable functionality of the IP AxisLink to support DA device traffic.

6.8 Provisioning Meters/Devices in Connexo NetSense

SU system operators will perform the required setup of meters/devices in the Connexo NetSense system (meter id, account, schedules, Gatekeeper IP addressing, etc.). Elster's User training provides information on performing this function via the Connexo NetSense GUI.

Bulk operations can be implemented to facilitate this process. The development of such operations will also be addressed during training.

Elster Deliverable

a) Sufficient training on the process for meter/device set-up and scheduling using the Connexo NetSense GUI

b) Discussion on options for using bulk operations

c) Elster will set up all meter/devices currently installed in managed services

6.9 IT Infrastructure

SU will provide:

a) Facilities suitable for Connexo NetSense server hardware, including proper environmental conditioning, power back up and surge protection

b) Physical installation of server hardware and operating system

- c) VPN (approved by Elster) to support remote access to the Connexo NetSense system by the Elster Support team
- d) Integration to utility enterprise systems and IP connections
- e) Backup and other required support processes
- f) Maintenance of Connexo NetSense Server and operating system including all hardware and software support other than the Connexo NetSense software support as provided by Elster per the SMA. Elster Deliverable

None

6.10 Performance Criteria

The meter reading performance of the system will be unchanged when the system goes from the current Elster Managed Services system to the fully licensed system. The main components that affects meter read performance are meters and Gatekeepers. Since these components will remain unchanged the percentage of meters read should be unchanged. Elster will work to minimize the amount of downtime SU sees between the switchover from Elster Managed Services to the fully licensed system. Elster and SU will agree on a plan that is mutually acceptable to both before the changes are made. This plan will be discussed in the project planning meeting and finalized in a mutually agreed time frame.

System Requirements

Performance standards shall be based on the following system requirements:

- a) EnergyAxis system has been deployed in accordance with plans agreed during system planning meeting between Elster and customer, including final AMI network design.
- b) Performance standards apply to Available Meters only
- c) AMI System may include systems and networks provided by third parties such as telecommunications carriers. Impacts on performance resulting from systems and networks outside of Elster's control shall be excluded from performance levels.
- d) Customer shall be responsible for providing notification to Elster of any meter installed in service, removed from service or determined to be Unavailable within two (2) business days of the occurrence. Customer shall take into account outdated information that may affect performance levels.
- e) SU shall install water modules in a manner that mitigates communication issues. Communication issues for pit-installed water modules are mitigated by installing the device in a manner that maximizes antenna exposure. This is typically accomplished by drilling holes through the lid and installing the module via a low profile cap that rests on top of the lid, outside of the pit. Alternatively, metal lids can be replaced with polymer lids that have an underside mounting attachment. Installing the modules in this manner results in a smooth top surface, and the polymer material provides a secure lid that permits the best possible signal transmission.

6.11 Training Facilities

SU will provide suitable facilities for the Connexo NetSense training including:

- Connexo NetSense Server (with no revenue meters on it)
- Minimum three student workstations with Internet Explorer 6.0 or higher that connect to Connexo NetSense
- Additional instructor workstation for the instructor with Internet Explorer 6.0 or higher that connect to Connexo NetSense and Microsoft PowerPoint
- One projector
- Three Ethernet connections in the training room and 3 IP addresses for the training Gatekeepers such that Connexo NetSense can communicate with Gatekeepers in the training room

For Training on Elster's subcontractor's products if applicable, please see the appropriate section below (i.e. MDMS Section, WAN Section).

Elster Deliverable

Small number of "training" meters and Gatekeepers set up on the utility Connexo NetSense system for training purposes.

6.12 Training Connexo NetSense User Training

Elster will provide four days of on-site training for up to nine (9) SU personnel on initial system hardware and Connexo NetSense software. Elster has developed a standard curriculum for training Connexo NetSense Users, System Administrators, AMI system theory, and Connexo NetSense system operation. Topics include:

- Connexo NetSense system administration and configuration
- Connexo NetSense user interfaces and functionality
- Use of Elster Meter Data Marriage Files (Marriage files are manufacturing files sent with each meter shipment that include meter serial numbers, RF LAN ids, etc. for batch loading into the Connexo NetSense system.)
- Data import and export
- AMI System operation, meters, and Gatekeepers

Elster Deliverable

- a) Activation and marriage files for the training Gatekeepers and meters
- b) Training materials for each student
- c) Four days of training for up to 9 utility personnel.
- d) Training on Elster subcontractor’s products as identified in the subcontractor Section (if applicable)
- e) Additional training to address the water only areas when the modules have been installed.

6.13 Transition from Deployment Phase to Production

Meter reading for purposes of billing will be handled by the existing SU meter reading processes until the deployed Connexo NetSense system is robust and stable and suitable systems integration is in place to process files and data from the AMI system.

Elster Deliverable

Recommendation from Elster to move into production

7 RESPONSIBILITY MATRIX

“P” indicates primary responsibility / “S” indicates supporting responsibility **Task**

Description

Elster		SU	
1	Project Planning Meeting	P	S
2	Connexo NetSense Software Installation and Verification	P	S
3	Integration with Billing and other Utility Systems	P	S
4	WAN Communications		P
5	Provisioning Meters/Devices in Connexo NetSense	S	P
6	IT Infrastructure		P
7	Training Facilities	S	P

48. 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 to enter into a Closed Session to determine if there is proper cause for Executive Session, seconded by Alderman Carver, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.
The Board entered closed session.

49. A MOTION TO ENTER EXECUTIVE SESSION TO CONSIDER THE JOB PERFORMANCE OF AN EMPLOYEE IN THE FIRE DEPARTMENT, THE JOB PERFORMANCE OF AN EMPLOYEE IN THE COMMUNITY DEVELOPMENT DEPARTMENT, THE JOB PERFORMANCE OF AN EMPLOYEE IN THE SANITATION DEPARTMENT, POTENTIAL LITIGATION REGARDING PROPERTY LOCATED ON MLK DRIVE AND THE PROSPECTIVE SALE OF CITY PROPERTY.

Alderman Vaughn offered a motion to enter Executive Session for the purpose of considering the job performance of an employee in the fire department, the job performance of an employee in the community development department, the job performance of an employee in the sanitation department, potential litigation regarding property located at Dr. Martin Luther King, Dr., and the prospective sale of City property on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of considering the job performance of an employee in the fire department, the job performance of an employee in the community development department, the job performance of an employee in the sanitation department and potential litigation regarding property located at D.r Martin Luther King, Dr., and the prospective sale of city property on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

50. A MOTION TO RETURN TO OPEN SESSION.

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

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

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

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

51. A MOTION THAT THE CITY HOLD A PUBLIC HEARING DURING ITS REGULAR BOARD MEETING OF APRIL 5, 2016, PURSUANT TO MISS. CODE ANN. 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 100 MARTIN LUTHER KING DRIVE IS IN SUCH A STATE OF UNCLEANLINESS AND STRUCTURAL INSTABILITY AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY, AND THAT CITY STAFF PROVIDE NOTICE BEFORE THE HEARING PURSUANT TO MISS. CODE ANN. 21-19-11 (1) (a) & (b).

Upon the motion of Alderman Maynard, duly seconded by Alderman Perkins, to hold a public hearing during its regular Board meeting of April 5, 2016, pursuant to Miss. Code Ann. 21-19-11 to determine whether the building located at 100 Martin Luther King Drive is in such a state of uncleanliness and structural instability as to be a menace to the public health, safety, and welfare of the community, and that city staff provide notice before the hearing pursuant to Miss. Code Ann. 21-19-11 (1) (a) & (b), the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

52. A MOTION TO ACCEPT THE DISCIPLINARY RECOMMENDATION FROM THE FIRE CHIEF OF A FIREMAN.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to accept the disciplinary recommendation from the Fire Chief of a fireman as presented, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
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 passed.

53. A MOTION TO ADJOURN UNTIL APRIL 5, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, for the Board of Aldermen to adjourn the meeting until April 5, 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: Absent
 Alderman David Little Voted: Yea
 Alderman Jason Walker Voted: Absent
 Alderman Scott Maynard Voted: Yea
 Alderman Roy A'. Perkins Voted: Yea
 Alderman Henry Vaughn, Sr. Voted: Absent

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2016.

PARKER WISEMAN, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEALED)