

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 21, 2026**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on April 21, 2026 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Kyle Skinner, Mike Brooks, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr., as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. Mayor Spruill removed Utilities item #2 and HR item #3 from the agenda. There being no additional changes requested, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Pochop offered a motion, duly seconded by Alderman Skinner, to approve the April 21, 2026 Official Agenda as amended. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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 and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI RECESS MEETING OF TUESDAY, April 21, 2026
5:30 P.M., MUNICIPAL COURT ROOM, CITY HALL - 110 WEST MAIN STREET**

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

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE APRIL 7, 2026 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee introductions, Energy workshops

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

- PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED NEAR 45 LAKESIDE DR, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159-32-015.00, AND IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING THE AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT WITH HPM DEVELOPMENT, LLC.

B. CONSIDERATION OF SUPPORTING PRESLEY BASSETT, STARKVILLE'S MISS HOSPITALITY, THROUGH A FULL-PAGE AD IN THE PROGRAM FOR \$350.00 AS ALLOWED BY MS CODE §17-3-3.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING PERMISSION TO ADVERTISE FOR BIDS FOR THE BRUSH ARBOR CEMETERY PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 16, 2026 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE MARCH 2026 FINANCIAL STATEMENTS.
3. REQUEST ACKNOWLEDGEMENT BY THE BOARD OF PRIVILEGE LICENSES IN ACCORDANCE WITH MISS. CODE ANN. § 27-17-501 ISSUED BY THE CITY CLERK'S OFFICE FOR THE MONTH OF MARCH 2026 RESPECTIVELY.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST APPROVAL FOR CITY DEPARTMENTS TO PARTICIPATE IN STARKVILLE OKTIBBEHA COUNTY SCHOOL DISTRICT'S (SOCSD) 21ST CENTURY GRANT PROGRAM INTERNSHIPS FOR STARKVILLE HIGH SCHOOL JUNIORS AND SENIORS SPANNING JUNE 1 – JULY 31 2026 WITH REIMBURSEMENT FOR ACTUAL HOURS WORKED AND THE CITY TO PAY FOR FRINGE BENEFITS.
2. REQUEST AUTHORIZATION TO HIRE RYNE LONG AS RESERVE POLICE OFFICER AND RILEY STANFORD AS ANIMAL CONTROL OFFICER AND

TO PROMOTE MERCEDES REED AS ANIMAL CONTROL OFFICER –
LEAD IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. CONSIDERATION OF THE AGREEMENT WITH NEEL SCHAFFER FOR
ENGINEERING SERVICES RELATED TO THE CLOSURE OF THE
CITY/COUNTY LANDFILL LOCATED AT 1677 ROCK HILL ROAD.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 FOR DITCH 2
ALTERNATE SLUDGE REMOVAL FOR THE ERNEST E. JONES WWTP
AERATION IMPROVEMENTS PROJECT.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOW BID FROM
_____ IN THE AMOUNT OF
\$ _____ INCLUDING _____ ALTERNATES
FOR CONSTRUCTION OF WELL NO. 9.

3. REQUEST AUTHORIZATION TO DECLARE A ROTARY LOBE AIR
BLOWER (SN: 0612941402) AND QUINCY AIR COMPRESSOR (SN: 989395)
AS SURPLUS AND SELL ON GOVDEALS.COM.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM
MAGNOLIA PUMP & EQUIPMENT INC. IN THE AMOUNT OF \$35,450.00
FOR A PUMP REBUILD AT THE INFLUENT STATION AT THE
WASTEWATER TREATMENT PLANT.

5. REQUEST AUTHORIZATION TO ACCEPT THE BEST QUOTE FROM

LEWIS ELECTRIC, INC. IN THE AMOUNT OF \$20,350.00 FOR REPLACEMENT OF TRAFFIC LIGHT CABINET AT INTERSECTION OF HWY 12 & MARKET STREET.

6. CONSIDERATION OF APPROVAL OF A FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE'S STARKVILLE HENDERSON & SAND ROADS WASTEWATER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

LITIGATION

PERSONNEL MATTER

XV. OPEN SESSION

G. HUMAN RESOURCES

3. REQUEST AUTHORIZATION (IF UNSUCCESSFUL RECRUITMENT FOR THE MANAGER – HUMAN RESOURCES POSITION) TO RESTRUCTURE THE HUMAN RESOURCES DEPARTMENT'S STRUCTURE TO REPLACE THE MANAGER – HUMAN RESOURCES POSITION WITH TWO (2) ASSISTANT - HUMAN RESOURCES POSITIONS AND TO ADVERTISE THE MANAGER – HUMAN RESOURCES AND ASSISTANT – HUMAN RESOURCES POSITIONS SIMULTANEOUSLY.

XVI. ADJOURN UNTIL MAY 5, 2026 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent Items 2-15:

2. CONSIDERATION OF THE MINUTES OF THE APRIL 7, 2026 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the April 7, 2026 Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF APPROVING THE AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT WITH HPM DEVELOPMENT, LLC.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the Amended and Restated Development and Reimbursement agreement with HPM Development, LLC” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF SUPPORTING PRESLEY BASSETT, STARKVILLE’S MISS HOSPITALITY, THROUGH A FULL-PAGE AD IN THE PROGRAM FOR \$350.00 AS ALLOWED BY MS CODE §17-3-3.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of supporting Presley Bassett, Starkville’s Miss Hospitality, through a full-page ad in the program for \$350.00 as allowed by MS Code §17-3-3” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVING PERMISSION TO ADVERTISE FOR BIDS FOR THE BRUSH ARBOR CEMETERY PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Brush Arbor Cemetery Project” is enumerated, this consent item is thereby approved.

6. ACCEPTANCE OF THE MARCH 2026 FINANCIAL STATEMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the March 2026 financial statements” is enumerated, this consent item is thereby approved.

7. REQUEST ACKNOWLEDGEMENT BY THE BOARD OF PRIVILEGE LICENSES IN ACCORDANCE WITH MISS. CODE ANN. § 27-17-501 ISSUED BY THE CITY CLERK’S OFFICE FOR THE MONTH OF MARCH 2026 RESPECTIVELY.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the acknowledgement by the Board of privilege licenses in accordance with Miss. Code Ann. § 27-17-501 issued by the City Clerk’s Office for the month of March 2026 respectively” is enumerated, this consent item is thereby approved.

**AMENDED AND RESTATED
DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

This Development and Reimbursement Agreement (the "Agreement") dated as of the 21st day of April, 2026, by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City"), and HPM Development, LLC, a Mississippi limited liability company (the "Developer"), is an amendment to and a restatement of that Development and Reimbursement Agreement dated as of June 16, 2015, between the City and the Developer (the "Original Agreement").

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "Governing Body") pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), has previously conducted hearings on and approved and adopted the *Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006* (as amended from time to time, the "Redevelopment Plan") for the City; and

WHEREAS, on June 2, 2015, the Governing Body adopted a resolution giving notice of its intention to approve the *Tax Increment Financing Plan, HPM Development Project, City of Starkville, Mississippi* (the "TIF Plan"), as qualified for tax increment financing ("TIF"), to express its intent at a future time or times to issue tax increment financing revenue bonds, in one or more series, in a principal amount not to exceed \$3,000,000, and to call a public hearing on the TIF Plan and the issuance of the bonds, all as provided by the Act; and

WHEREAS, on June 5, 2015, the City published a Notice of a Public Hearing on the TIF Plan, and on June 16, 2016, the Governing Body held a public hearing on the TIF Plan, all as required by the Act, after which the Governing Body adopted a resolution giving final approval to the TIF Plan, creating the tax increment financing district (the "TIF District"), and authorizing the issuance of the bonds for the purpose of acquiring and constructing the Infrastructure Improvements (as defined herein); and

WHEREAS, pursuant to the Original Agreement, the Developer proposed to develop a Chevrolet, Chrysler, Dodge, Jeep Ram dealership complex and mixed use development containing a convenience store, restaurant, 20,000 square feet of office space, and approximately 15 single family housing units in Oktibbeha County, Mississippi (the "County"), within the corporate limits of the City, and in the TIF District (the "Original Project"); and

WHEREAS, the Developer has developed a Chevrolet, Chrysler, Dodge, Jeep Ram dealership and related improvements and may further develop or cause to be developed an additional dealership as well as a recreational vehicle housing complex and amenities (the "Current Project") in the County, within the corporate limits of the City, and in the TIF District; and

WHEREAS, the Original Project and the Current Project are herein referred to as the Project, unless otherwise noted or unless the context otherwise indicates; and

WHEREAS, the City has entered into that Interlocal Cooperation Agreement (the “Interlocal Agreement”) dated as of June 24, 2015, with the County, pursuant to Title 17, Chapter 13, Mississippi Code of 1972, as amended, to support the Project and to allow the proceeds of the TIF Bond to be used to reimburse the Developer for the cost of constructing all or a portion of the various infrastructure improvements related to the Project, which may include but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (the “Infrastructure Improvements”); and

WHEREAS, it is the responsibility of the Developer to confirm ongoing participation by the County in the Project; and

WHEREAS, the Developer has requested an amendment to the Original Agreement refining the scope of the Project and extending the timeframe in which bonds may be issued pursuant to the Agreement, and in consideration thereof, the Developer has agreed to forego additional series of the bonds and requests that the City proceed to issue one series of the Bonds in a principal amount not to exceed \$1,000,000 (the “Bonds”), which shall be used to acquire and construct and reimburse the Developer for all or a portion of certain eligible Infrastructure Improvements; and

WHEREAS, pursuant to the TIF Plan, the City has pledged 100% of the increase in ad valorem real and personal property tax revenues within the boundaries of the TIF District (the “City Ad Valorem TIF Revenues”), calculated in the manner set forth in the Act; and

WHEREAS, pursuant to the TIF Plan, the City has pledged 100% of the increase in the amount of the municipal sales tax diversions received by the City from sales taxes collected within the boundaries of the TIF District (the “Sales Tax Rebate TIF Revenues”), calculated in the manner set forth in the Act; and

WHEREAS, pursuant to the TIF Plan and the Interlocal Agreement, the County has pledged 100% of the increase in its ad valorem real and personal property tax revenues within the boundaries of the TIF District (the “County Ad Valorem TIF Revenues), calculated in the manner set forth in the Act; and

WHEREAS, the City Ad Valorem TIF Revenues, the Sales Tax Rebate TIF Revenues, and the County Ad Valorem TIF Revenues shall be hereinafter referred to collectively as the “TIF Revenues”; and

WHEREAS, pursuant to the TIF Plan and the Interlocal Agreement, the sizing of the Bonds shall be based upon 50% of the City Ad Valorem TIF Revenues, 50% of the Sales Tax Rebate TIF Revenues, and 50% of the County Ad Valorem TIF Revenues; and

WHEREAS, the portions of the Project and the Infrastructure Improvements for which the Developer will seek reimbursement have been or will be constructed by the Developer prior to the issuance of the Bonds; and

WHEREAS, after the Bonds have been issued, the proceeds of the Bonds shall be first used to pay the issuance costs for the Bonds, as determined by the City, and such proceeds shall be next used for the reimbursement (the "Reimbursement Portion") to the Developer for such portion of the costs of the Infrastructure Improvements that does not exceed the remaining proceeds of the Bonds, and does not exceed the costs advanced by the Developer for Infrastructure Improvements; and

WHEREAS, this Agreement is authorized by the Act and is being executed and delivered in order to set forth the amended agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for all or a portion of the costs of the Infrastructure Improvements, in an amount not to exceed the Reimbursement Portion of the Bonds; and

WHEREAS, the process for reimbursement to the Developer by the City shall be governed by a requisition for payment process as evidenced by Form of Requisition, attached hereto as **Exhibit A**.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. The Developer shall continue with the construction of the Project and the Infrastructure Improvements, and the Developer shall complete the portion of the Infrastructure Improvements for which the Developer will seek reimbursement. The City shall have the right to hire a professional services firm to provide construction and/or inspection services on behalf of the City, which costs shall be a part of the costs of the Infrastructure Improvements. The City shall, subject to the provisions of this Agreement and the issuance of the Bonds, reimburse the Developer for all or a portion of its qualified expenditures pursuant to this Agreement for the Infrastructure Improvements.

SECTION 2. The portion of the Project for which Developer seeks reimbursement, including the Infrastructure Improvements, will be constructed and acquired by the Developer and will result in private expenditures for the Project and the Infrastructure Improvements. The City will issue its Bonds to defray the costs of the Infrastructure Improvements in the actual principal amount as may be reasonably determined by the City in accordance with fact, in consultation with such advice as it deems reasonable, but in no event shall the Bonds exceed the principal amount of \$1,000,000.

SECTION 3. The City will deliver the Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City, in consultation with such advice as it deems reasonable, that projected TIF Revenues will provide moneys sufficient to make the payments on the Bonds; however, such portion of the TIF Revenues consisting of ad valorem tax revenues shall be projected by the Tax Assessor of the County (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of the County), or shall be projected by a financial advisor or a consultant knowledgeable and experienced in making such projections, and Sales Tax Rebate TIF Revenues shall be projected

by a financial advisor or a consultant knowledgeable and experienced in making such projections.

SECTION 4. The Bonds to be issued pursuant to this Section shall be issued within one (1) year from the date of the approval of this Agreement. The City pledges to use its best efforts to issue the principal amount determined to be appropriate pursuant to this Section and to issue such principal amount of the Bonds as is justified by information presented within the specified time frame and as soon as practicable following Developer's demonstration that the projected TIF Revenues will provide sufficient moneys to make the payments on the Bonds as described in the immediately preceding paragraph.

SECTION 5. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developer will be at Developer's own cost prior to the delivery of the Bonds. To the extent allowed by law and this Agreement, the City will reimburse the Developer for its expenditures so incurred in amounts not to exceed the proceeds of the Bonds available for such purpose for Infrastructure Improvements when the Bonds are delivered and the proceeds of the Bonds are received by the City; provided however, that all Infrastructure Improvements shall be constructed in compliance with the parameters approved by the Governing Body and all applicable City and County standards, codes, and ordinances.

SECTION 6. The City and the Developer agree that at such time as the Bonds are sold and delivered, the City shall deposit any premium or accrued interest in a debt service fund, any moneys that may be necessary or advisable into a debt service reserve fund, and the remaining proceeds into a construction fund. From the construction fund, the City shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including all approved costs of issuance of the Bonds, and then, in the City's sole discretion, may establish a capitalized interest fund as a reserve to pay interest on the Bonds which would be due and payable prior to the date when the portion of the TIF Revenues consisting of ad valorem tax revenues are received. The proceeds of the Bonds shall next be used to reimburse the Developer for all approved eligible costs and expenditures, including TIF Plan preparation and consulting fees, made by the Developer in connection with acquisition and construction of the Infrastructure Improvements for the Project, by requisition therefor, as described in **Exhibit A**, and the remainder of the proceeds of the Bonds, if any, will remain in the construction fund of the City to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or the City to the extent that the Developer has been fully reimbursed for its Infrastructure Improvements expenditures.

SECTION 7. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer) any part of the costs of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the Bonds, and that the City's obligation to expend funds or reimburse the Developer is limited to the proceeds of the Bonds, and in the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with construction of the Project and the Infrastructure Improvements. To the extent that proceeds of the Bonds are not sufficient to pay costs of the Infrastructure Improvements, the Developer shall be responsible for any costs it has incurred for such purpose. The City

**110 West Main Street
Starkville, Mississippi 39759**

**WITH COPY TO: Brad Davis
Watkins & Eager PLLC
P.O. Box 1202
400 East Capitol Street, Suite 300 (39201)
Jackson, Mississippi 39205-1202**

**AND:
Gouras & Associates
P. O. Box 1465
Ridgeland, Mississippi 39158**

**DEVELOPER: HPM Development, LLC,
a Mississippi limited liability company
P.O. Box 969
Brandon, Mississippi 39043**

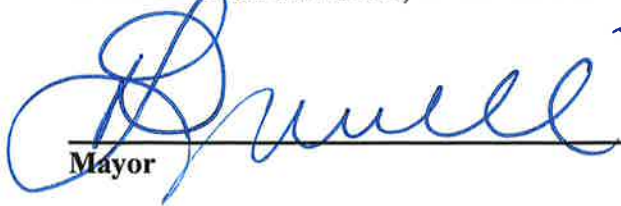
SECTION 12. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes, and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party compliance with City standards, codes, and ordinances.

SECTION 13. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

SECTION 14. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

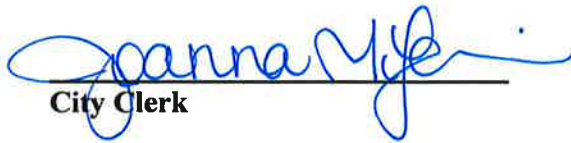
Fully executed as of the date first written above.

CITY OF STARKVILLE, MISSISSIPPI



Mayor

ATTEST:



City Clerk



HPM DEVELOPMENT LLC

By: _____
Hal Parker, Manager

SIGNATURE PAGE: Amended and Restated Development and Reimbursement Agreement dated as of the 21st of April, 2026, by and between the City of Starkville, Mississippi, and HPM Development, LLC, a Mississippi limited liability company

EXHIBIT A

FORM OF REQUISITION
City of Starkville, Mississippi
Tax Increment Financing Bonds
(HPM Development Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of HPM Development LLC (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

- (a) Acquisition and Construction Costs \$ _____
- (b) Other Authorized Costs \$ _____
- Total Costs to be Paid or Reimbursed: \$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

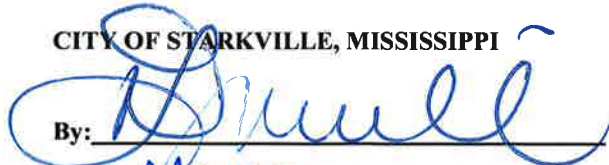
WITNESS the due execution of this requisition this, the _____ day of _____, 20____.

HPM DEVELOPMENT LLC

By: _____
Title: _____

APPROVED:

CITY OF STARKVILLE, MISSISSIPPI

By: 
Title: Mayor

8. REQUEST APPROVAL FOR CITY DEPARTMENTS TO PARTICIPATE IN STARKVILLE OKTIBBEHA COUNTY SCHOOL DISTRICT’S (SOCSD) 21ST CENTURY GRANT PROGRAM INTERNSHIPS FOR STARKVILLE HIGH SCHOOL JUNIORS AND SENIORS SPANNING JUNE 1 – JULY 31, 2026, WITH REIMBURSEMENT FOR ACTUAL HOURS WORKED AND THE CITY TO PAY FOR FRINGE BENEFITS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval for City Departments to participate in Starkville Oktibbeha County School District’s (SOCSD) 21st Century Grant Program Internships for Starkville High School Juniors and Seniors spanning June 1 – July 31, 2026 with reimbursement for actual hours worked and the city to pay for fringe benefits” is enumerated, this consent item is thereby approved.

9. REQUEST AUTHORIZATION TO HIRE RYNE LONG AS RESERVE POLICE OFFICER AND RILEY STANFORD AS ANIMAL CONTROL OFFICER AND TO PROMOTE MERCEDES REED AS ANIMAL CONTROL OFFICER – LEAD IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to hire Ryne Long as Reserve Police Officer and Riley Stanford as Animal Control Officer and to promote Mercedes Reed as Animal Control Officer – lead in the Starkville Police Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF THE AGREEMENT WITH NEEL SCHAFFER FOR ENGINEERING SERVICES RELATED TO THE CLOSURE OF THE CITY/COUNTY LANDFILL LOCATED AT 1677 ROCK HILL ROAD.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of the agreement with Neel Schaffer for engineering services related to the closure of the City/County Landfill located at 1677 Rock Hill Road” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 FOR DITCH 2 ALTERNATE SLUDGE REMOVAL FOR THE ERNEST E. JONES WWTP AERATION IMPROVEMENTS PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of change order #2 for ditch 2 alternate sludge removal for the Ernest E. Jones WWTP Aeration Improvements Project” is enumerated, this consent item is thereby approved.

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Starkville Oktibbeha Consolidated School District (SOCSD)
And
City of Starkville

Effective Date: 4-15-26

Term: 4-15-26 – 6-30-27

Purpose of Agreement

This Memorandum of Understanding (MOU) establishes a partnership between Starkville Oktibbeha Consolidated School District (SOCSD) and **City of Starkville** to provide structured, supervised, and compensated internship opportunities for eligible Starkville High School students. This partnership is supported through funding from the 21st Century Community Learning Centers (21st CCLC) grant.

Description and Purpose of the Internship Opportunity

SOCSD will provide structured internship opportunities for eligible high school students (ages 16 and older) designed to connect academic learning with real-world career exploration and skill development. Internships will occur outside of the students' regular school day as part of 21st CCLC expanded learning time.

Internships may occur outside of a student's regular instructional schedule, including during approved senior release or work-release periods. Internship schedules will be designed so that participation does not interfere with required academic coursework. Paid internships would not be possible without the use of 21st CCLC funding and are not currently paid with state and local funds.

Voluntary Participation and Alignment to Program Objectives

Participation in district-supported internships will be entirely voluntary. Students and families will be informed of expectations prior to placement.

Internships will support district objectives related to college, career, and workforce readiness. These experiences will align with the academic enrichment and career readiness goals of the 21st Century CCLC program while serving participating students. For students enrolled in credit-bearing pathways, internship participation may contribute to academic credit; however, internships will be available to students regardless of enrollment in a specific course or program.

Supervision and Student Support

All student interns will be appropriately supervised by City of Starkville and supported by a designated site supervisor. Site supervisors will provide daily oversight, mentoring, and feedback.

SOCSD personnel will:

- Monitor student progress
- Maintain communication with students and **City of Starkville**
- Review documentation of participation
- Conduct site visits and regular check-ins as needed

Both parties will work collaboratively to ensure expectations related to supervision, safety, and learning outcomes are consistently met.

Compliance with Labor Laws and Safety Requirements

SOCSD will ensure that all internships comply with applicable federal and state labor laws, child labor regulations, and district safety policies.

Students will:

- Receive guidance on workplace expectations and safety prior to placement

City of Starkville agrees to:

- Provide a safe working environment
- Assign age-appropriate duties
- Ensure proper supervision at all times

Clear procedures will be in place for students to report concerns or unsafe conditions.

Responsibilities of Starkville Oktibbeha Consolidated School District (SOCSD)

SOCSD agrees to:

1. Recruit, screen, and place eligible student interns
2. Ensure all student participation is voluntary and properly documented
3. Provide pre-internship orientation, including workplace readiness and safety training
4. Monitor student attendance, performance, and overall experience
5. Maintain communication with **City of Starkville** regarding student progress
6. Ensure compliance with all 21st CCLC grant requirements
7. Reimburse **City of Starkville** for time worked by student interns at a rate of **\$10.00 per hour** using 21st CCLC funds
8. Provide a Site Coordinator to oversee program implementation, documentation, and compliance
9. Maintain records of student participation and compensation for auditing and reporting purposes

Responsibilities of City of Starkville

City of Starkville agrees to:

1. Provide meaningful, supervised internship experiences aligned with workplace skills and career readiness
2. Provide training, mentorship, and constructive feedback to student interns
3. Maintain a safe and supportive work environment
4. Ensure all assigned tasks are age-appropriate and compliant with labor laws
5. Track and verify student work hours accurately
6. Compensate student interns at a rate of \$10.00 an hour, up to 100 hours unless approved by SOCSO, for time worked.
7. Submit required documentation to SOCSO for reimbursement in a timely manner
8. Communicate regularly with SOCSO regarding student performance, attendance, and any concerns
9. Notify SOCSO immediately of any safety issues or incidents involving student interns

X. Termination

Either party may terminate this agreement with written notice. Upon termination, both parties agree to ensure a smooth transition for any participating students.

XI. Agreement and Signatures

By signing below, both parties agree to the terms and conditions outlined in this Memorandum of Understanding.

Starkville Oktibbeha Consolidated School District

Signature: _____

Name: Dr. Brandi Burton

Title: _____

Date: _____

City of Starkville

Signature:  _____

Name: Lynn Spruill

Title: Mayor

Date: 4/21/20

**AGREEMENT FOR ENGINEERING AND PROFESSIONAL
SERVICES
BY AND BETWEEN
CITY OF STARKVILLE
AND
NEEL-SCHAFFER, INC.**

This AGREEMENT made this 21st day of April, 2026, by and between City of Starkville, after this called "OWNER", and NEEL-SCHAFFER, INC., having its principal place of business at 101 West Lampkin Street, Starkville, MS 39759, after this called the "ENGINEER".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the ENGINEER to provide engineering and professional services for STARKVILLE CLASS I RUBBISH SITE FINAL CLOSURE, as referenced here further as the PROJECT. It is anticipated that the engineering and professional services for the PROJECT will be performed under four task orders and will consist of the following types of work:

Task 1 – Final Design and Bid Documents

Services shall include the following work:

- Finalizing Construction Plans and Technical Specifications in accordance with the City's final closure plan approved in 2026.
- Preparing final bid documents using the City's standard front end documents in combination with the Construction Plans and Technical Specifications.
- Final Review of bid documents with the City and address any comments.
- Approval by the City to advertise to bid the project.

Task 2 – Bidding

Services shall include the following work:

- Coordinating with the City to use its plan house for bidding the project.
- Review request for information during time from advertisement to bid opening and provide addenda as needed to address questions and/or clarifications with bid documents.
- Attend and support the bid opening with the City.
- Review all bids received in accordance with the requirements of the bid documents and provide a bid tabulation and evaluation to the City regarding the lowest best bid.
- Upon award of contract, prepare contract documents for construction.

Task 3 – Construction Engineering and Inspection

Services shall include the following work:

- Administration of all Construction Contracts
- Reviewing and approving progress payments to the contractor in accordance with the Contract Documents.
- Examining and approving shop drawings and correcting shop drawings when necessary for conformance with the design intent.
- Making revisions, corrections, or clarifications in the Contract Documents by Field Orders or Change Orders, together with all correspondence and clerical work in connection with Field Orders and Change Orders.

- Close coordination with Construction Quality Assurance Engineer with regard to sampling and testing of soils and providing reports to Owner and MDEQ.
- Providing sufficient on-site investigation to substantiate any of the above and accepting the completed Project, together with such Certificates, Manuals, and Guarantees as provided in the Contract Documents.

Task 4 – Construction Quality Assurance

Services shall include the following work:

- Burns Cooley Dennis will serve as Subconsultant to Neel-Schaffer, Inc. for sampling and testing required to certify to MDEQ the construction meets the MS Non-Hazardous Solid Waste Management Regulations (“Regulations”).
- A certification to MDEQ that all construction meets the requirements of the Regulations will be provided to include the sampling and testing data indicating Construction has occurred to Substantial Completion with the Regulations.
- Provide acceptance of Construction by MDEQ to City for record.

A general outline of services for Tasks 1 through 4 is included in the **Summary of Fees** presented as **Exhibit A** of this **AGREEMENT**.

II. PAYMENT FOR SERVICES

ENGINEER will provide services in accordance with the **Exhibit B, “General Terms and Conditions”** attached to and made a part of this **AGREEMENT**. **OWNER** will pay **ENGINEER** for services on the actual labor rate for the individuals involved times an overhead rate that is in accordance with the most recent approved Federal Audited Rate by MDOT, plus a profit of 10%. Reimbursable expenses will be billed in addition to the labor costs. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER**. Estimated fee costs for Subconsultants are included in **Exhibit A**.

The Federal Audited Rate is updated yearly, usually in June or July. The **ENGINEER** will advise the **OWNER** of the updated FAR when it is approved by MDOT and shall submit a contract addendum in writing if the FAR changes.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **ENGINEER**’s personnel engaged directly on the Project; but does not include indirect payroll related costs or fringe benefits.

Compensation to the **ENGINEER** for services performed under this **AGREEMENT** is estimated in the amount of \$171,000.

III. ADDITIONAL SERVICES

The **OWNER** will pay **ENGINEER** for additional services on the same basis as for **PAYMENT FOR SERVICES**. Performance of Additional Services and employment of independent professional associates and consultants by **ENGINEER** will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered. Additional work shall be included in a task statement and attached as an addendum this agreement.

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect until the project is accepted by the Owner.

V. CHANGES TO AGREEMENT

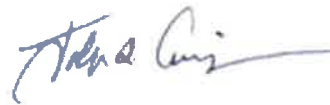
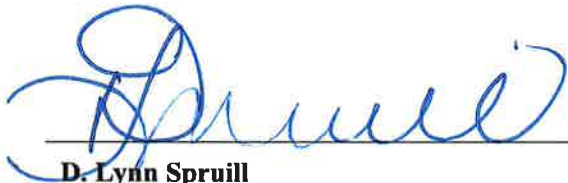
This **AGREEMENT**, along with **Exhibit A, "Summary of Fees"** and **Exhibit B, "General Terms and Conditions"**, consisting of seven pages represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF STARKVILLE

NEEL-SCHAFFER, INC.



D. Lynn Spruill

John Cunningham

Mayor

Vice President

CITY OF STARKVILLE
RUBBISH SITE FINAL CLOSURE

EXHIBIT A - SUMMARY OF FEES

	Professional Services Description	Est. Hrs.	Avg. Hourly Rate	Total Est. Fee
A.	Task 1 - Final Design and Bid Documents			
	Sr. Engineer	50	\$240.00	\$ 12,000
	Engineering Technician	73	\$130.00	\$ 9,500
	Clerical	16	\$90.00	\$ 1,500
B.	Task 2 - Bidding			
	Sr. Engineer	16	\$300.00	\$ 4,840
	Clerical	24	\$90.00	\$ 2,160
C.	Task 3 - Construction Engineering and Inspection - Part Time			
	Sr. Engineer	50	\$240.00	\$ 12,000
	Project Engineer	60	\$200.00	\$ 12,000
	Project Representative (Observation)	350	\$130.00	\$ 45,500
	Clerical	16	\$90.00	\$ 1,500
D.	Task 4 - Construction Quality Assurance (MDEQ Certification)			
	Subconsultant: Burns Cooley Dennis Est. Fee			\$ 70,000
	Geotechnical Engineering - Sampling and Testing			
Total Estimated Fee				\$ 171,000

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Omitted.**
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with

EXHIBIT B
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

- that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
 19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
 20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
 21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
 22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
 23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
 24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
 25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
 26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
 27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
 28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
 29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
 30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.
 31. **Omitted.**

CHANGE ORDER NO.: 2

Owner: **City of Starkville, MS**
 Engineer: **Garver**
 Contractor: **Hemphill Construction Company LLC.**
 Project: **Ernest E. Jones WWTP Aeration Improvements**
 Contract Name:
 Date Issued: **4/13/2026**

Owner's Project No.: **240001**
 Engineer's Project No.: **2302274**
 Contractor's Project No.: **H24181-02**
 Effective Date of Change Order: **4/13/2026**

The Contract is modified as follows upon execution of this Change Order:

Description: **Alternate Sludge Removal from Oxidation Ditch No. 2**

Attachments: **See attached CMR No. 5**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>8,900,415.00</u>	Original Contract Times: <u>365 days</u> Substantial Completion: Ready for final payment: <u>June 2, 2026</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No: N/A \$ <u>341,332.65</u>	[Increase] [Decrease] from previously approved Change Orders No. 1 to No.: Substantial Completion: Ready for final payment: <u>None</u>
Contract Price prior to this Change Order: \$ <u>9,241,747.65</u>	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: <u>June 25, 2026</u>
[Increase] [Decrease] this Change Order: \$ <u>377,204.68</u>	[Increase] [Decrease] this Change Order: Substantial Completion: Ready for final payment: <u>28 days</u>
Contract Price incorporating this Change Order: \$ <u>9,618,952.33</u>	Contract Times with all approved Change Orders: <u>416 days</u> Substantial Completion: Ready for final payment: <u>July 23, 2026</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: _____
 Title: Project Manager
 Date: 4/13/2026

By: _____
 Title: _____
 Date: _____

Authorized by Owner
 By: [Signature]
 Title: Mayor
 Date: 4/21/26

Approved by Funding Agency (if applicable)
 By: _____
 Title: _____
 Date: _____

This document is a MODIFIED version of EJCDO® C-941, Change Order. Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.

12. REQUEST AUTHORIZATION TO DECLARE A ROTARY LOBE AIR BLOWER (SN: 0612941402) AND QUINCY AIR COMPRESSOR (SN: 989395) AS SURPLUS AND SELL ON GOVDEALS.COM.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to declare a rotary lobe air blower (sn: 0612941402) and Quincy air compressor (sn: 989395) as surplus and sell on govdeals.com” is enumerated, this consent item is thereby approved.

13. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM MAGNOLIA PUMP & EQUIPMENT INC. IN THE AMOUNT OF \$35,450.00 FOR A PUMP REBUILD AT THE INFLUENT STATION AT THE WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the low quote from Magnolia Pump & Equipment Inc. in the amount of \$35,450.00 for a pump rebuild at the influent station at the Wastewater Treatment Plant” is enumerated, this consent item is thereby approved.

14. REQUEST AUTHORIZATION TO ACCEPT THE BEST QUOTE FROM LEWIS ELECTRIC, INC. IN THE AMOUNT OF \$20,350.00 FOR REPLACEMENT OF TRAFFIC LIGHT CABINET AT INTERSECTION OF HWY 12 & MARKET STREET.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval to accept the best quote from Lewis Electric, Inc. in the amount of \$20,350.00 for replacement of traffic light cabinet at intersection of Hwy 12 & Market Street” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVAL OF A FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE’S STARKVILLE HENDERSON & SAND ROADS WASTEWATER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, and adopted by the Board to approve the April 21, 2026 Official Agenda, and to accept items for consent, whereby the “approval of a Fair Housing Resolution and declare April as Fair Housing Month for the City of Starkville’s Starkville Henderson & Sand Roads Wastewater Community Development Block Grant (CDBG)” is enumerated, this consent item is thereby approved.

Fair Housing Month Proclamation

FAIR HOUSING MONTH

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED,

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

APRIL 2026

as

FAIR HOUSING MONTH

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

Signed and sealed this 21st day of April 2026.


Joanna McLaurin, City Clerk


D. Lynn Spruill, Mayor



RESOLUTION

Starkville, Mississippi

FAIR HOUSING

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

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

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

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

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

EFFECTIVE DATE:

This Resolution shall take effect April 21, 2026.

ATTEST:


Joanna McLaughlin, City Clerk


Lynn Spruill, Mayor



ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill noted upcoming Energy Workshops dates, times and locations. Mayor Spruill announced the passing of Vickie Hampton who was the Mayor's Executive Assistant. Mayor Spruill noted that Mrs. Hampton had been her and former Mayor Parker Wiseman's Executive Assistant throughout their tenures. She noted Mrs. Hampton's visitation and Funeral arrangements in Louisville, MS. Mayor Spruill introduced new employees Tamarius Miller with Starkville Utilities, Nikalia Hudson with Community Development, and Faye Beck with the Police Department.

BOARD OF ALDERMEN COMMENTS: Alderman Skinner noted Wrigley Field was a great place to watch a baseball game, and he looked forward to going back again one day. Alderman Brooks noted that the Starkville Derby was this upcoming Saturday.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted citizens have a few concerns. He noted the sidewalks on North Montgomery had become dangerous and broken and they were hard to get around on. He also noted that citizens were concerned on how to get to Mac's Meat Market, Alderman Vaughn, and Peter's Rock Church on Hwy 182.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED NEAR 45 LAKESIDE DR, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159-32-015.00, AND IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Code Enforcement Officer Michael Harvey presented under Miss. Code Ann. § 21-19-11 to determine whether the property located near 45 Lakeside Dr, STARKVILLE, MS 39759, with the parcel number 159-32-015.00, and is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Initial inspection of 45 Lakeside Dr, STARKVILLE, MS 39759, with the parcel number 159-32-015.00, was performed by Code Enforcement Officer Michael Harvey on January 14, 2026. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as the roof ridges being damaged. Several cracks in the walls and some vegetation overgrowth as well as a damaged electrical meter. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to JENKINS JACQUELINE, the property owner of the parcel number 159-32-015.00, on 45 Lakeside Dr STARKVILLE, MS 39759, as well as the property address on March 9, 2026 by Officer Michael Harvey. A second inspection was conducted on March 27, 2026. There appeared to be no change or improvement to the structure.

An Administrative Inspection Warrant was signed by Judge Kelley on April 2, 2026 and served on April 7, 2026. Building Official Stein McMullen was present during the execution of this warrant. The Administrative Inspection Warrant showed vegetation overgrowth on the building along with significant cracking on the exterior walls. The southwestern corner appears to have shifted. Once inside it was observed two of the rooms floor had completely collapsed and the rest of the flooring through the structure had damage. There also appears to be damage to the plumbing in the bathroom.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on April 7, 2026. A Notice of Public Hearing was also certified mailed to the property tax payer/owner, JENKINS JACQUELINE, on April 7, 2026. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

The Mayor asked if the owner of the property was present and she was not.

Mayor Spruill opened the Public Hearing to the public.

There being no comments, the Mayor closed the Public Hearing.

16. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED NEAR 45 LAKESIDE DR, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159-32-015.00, AND IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, and adopted by the Board to approve under Miss. Code Ann. § 21-19-11 to determine whether the property located near 45 Lakeside Dr, Starkville, MS 39759, with the parcel number 159-32-015.00, and is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

17. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 16, 2026 for fiscal year ending 9/30/26, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

- Alderman Kim Moreland Voted: Yea
- Alderman Sandra Sistrunk Voted: Yea
- Alderman Kyle Skinner Voted: Yea
- Alderman Mike Brooks Voted: Yea
- Alderman William Pochop Voted: Yea
- Alderman Roy A'. Perkins Voted: Nay
- Alderman Henry Vaughn, Sr. Voted: Nay

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

General Fund	001	\$519,411.68
Restricted Police Fund	002	\$839.89
Airport Fund	015	\$22,269.72
Sanitation / Environmental Services	022	\$35,432.65
State Forfeited Funds	151	\$946.00
Capital Projects Fund	300	\$4,827.32
Industrial Park Bond	303	\$12,604.85
G.O. Bond Fund	305	\$94,943.40
Main Street Project	311	\$968,138.93
Parks Capital Project (2023)	312	\$15,435.00
Spring/Hwy 12 Linkage Tap	313	\$23,940.75
Park And Rec Tourism	375	\$9,736.22
Build Grant MS 182 / MLK Corridor	377	\$40,836.78
Starkville Utilities		\$305,207.64
Starkville Water		\$1,017,366.15
Payroll		\$936,570.53
Grand Total		\$4,008,507.51

18. A MOTION TO GO INTO 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 Brooks, seconded by Alderman Pochop, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Kyle Skinner Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman William Pochop 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.

19. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Pochop offered a motion to go into Executive Session for the purpose of discussion of litigation and a personnel matter. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Kyle Skinner Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman William Pochop Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had decided to go into Executive Session for the purpose of discussion of litigation and a personnel matter. The Mayor and Board then went into Executive Session.

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

Alderman Vaughn offered a motion, seconded by Alderman Sistrunk, to exit Closed Session and return to open session. The Board voted as follows:

Alderman Kim Moreland Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Kyle Skinner Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman William Pochop Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. The Mayor invited the public back in and then announced that the Board had taken no action in closed Session.

21. MOTION TO ADJOUTN UNTIL MAY 5, 2026 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Pochop, for the Board of Aldermen to adjourn the meeting until May 5, 2026 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE 5th DAY OF MAY 2026.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK