

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 21, 2025**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 21, 2025 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. Alderman Brooks asked to add Mayor's business Item B to the consent agenda. There being no objections or additional changes requested, the Mayor called for a motion to approve the agenda as amended with consent items.

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

Alderman Brooks offered a motion, duly seconded by Alderman Skinner, to approve the October 21, 2025 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.

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 OCTOBER 3, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 7, 2025 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

BEN SHURDEN REGARDING THE PREDATORY TOWING ORDINANCE

VIII. PUBLIC HEARINGS

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A
NON-CONSENSUAL / PREDATORY TOWING ORDINANCE.

PUBLIC HEARING AND CONSIDERATION OF RZ 25-01 A REQUEST REZONE A
PORTION OF THE PROPERTY FROM SE (SPECIAL EDUCATIONAL) TO T-5C
AND T-5U AT 808-812 UNIVERSITY DRIVE.

PUBLIC HEARING AND CONSIDERATION OF SE 25-08 A REQUEST FOR
SEVERAL SPECIAL EXCEPTIONS FOR A HOTEL DEVELOPMENT THAT IS PART
OF THE CROSSROADS DEVELOPMENT AT 808-812 UNIVERSITY DRIVE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE RESOLUTION REQUESTING THE EXTENSION OF
THE 2% FOOD AND BEVERAGE TAX AND THE 2% HOTEL AND MOTEL
LODGING TAX FUNDING FOR AN ADDITIONAL 10 YEARS THROUGH JUNE
30, 2036.

B. CONSIDERATION OF APPROVING THE RESOLUTION TO OPT OUT OF THE
SAFE SOLICITATION ACT (HB 1197) AS REQUIRED BY THE STATE
LEGISLATIVE AUTHORITIES PRIOR TO DECEMBER 31, 2025.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE 2025 MDOT GRANT AGREEMENT
REGARDING FAA AIP 3-28-0068-033-2025 GRANT IN THE AMOUNT OF

\$69,359.00 AS THE MDOT SHARE OF THE AIRPORT DEVELOPMENT OF RUNWAY AND TAXIWAY EXTENSION.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF FP 25-07 A REQUEST FOR FINAL PLAT APPROVAL FOR “DAY LILY SUBDIVISION” WHICH IS LOCATED DIRECTLY SOUTH 210 DAY LILY DRIVE, 100 FOLEY DRIVE, AND 102 FOLEY DRIVE IN A SD-2 ZONING DISTRICT.

2. DISCUSSION AND CONSIDERATION OF FP 25-08 A REQUEST FOR FINAL PLAT APPROVAL FOR “GABBIDON ESTATES” AT 318 DR DOUGLAS DL CONNER DRIVE IN A TN-E ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF SUPPLEMENTAL AGREEMENT #3 WITH BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF A \$511,374.42 INCREASE FOR THE MS HIGHWAY 182 REVITALIZATION PROJECT FBLD 7113-00(004) LPA/108418-801000 IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES.
2. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF \$23,622.52 FROM OKTIBBEHA COUNTY CO-OP FOR PLANTING MATERIALS FOR HIGHWAY 12 MEDIAN PROJECT.
3. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF \$5,834.00 FROM OKTIBBEHA COUNTY CO-OP FOR TREES FOR THE HIGHWAY 12 MEDIAN TREE REPLACEMENT PROJECT.
4. CONSIDERATION OF APPROVING THE CHANGE ORDERS TO EXTEND THE TERM CONTRACTS WITH FALCON CONTRACTING CO., LLC, T. L. WALLACE CONSTRUCTION, INC., AND JC CHEEK CONTRACTORS, INC. FOR THE ANNUAL ASPHALT OVERLAYS, PAVEMENT SURFACE TREATMENTS, AND PAVEMENT STRIPING TERM CONTRACTS, RESPECTIVELY, FOR ONE CALENDAR YEAR.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET

FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 15, 2025 FOR FISCAL YEARS ENDING 9/30/25 AND 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. APPROVAL OF FISCAL YEAR 2025 BUDGET ADJUSTMENTS.

3. ACCEPTANCE OF THE SEPTEMBER 2025 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM TABOR TO INSTALL METAL BUILDING AT FIRE STATION 5 IN THE AMOUNT OF \$35,274.22.

2. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION TO REPAIR BROKEN CONCRETE IN FRONT OF FIRE STATION 1 NEAR BAY DOOR IN THE AMOUNT OF \$6,375.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DANIEL HANCOCK AND WALTER STEWART AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE DAVID KELLEY AS TEMPORARY NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE THEODIS WEAVER AS A TEMPORARY WATER TREATMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE CARA JARANCIK AS AN ENGINEERING CO-OP IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE BRILEY HARPER AS A STUDENT INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE SEAN RAMOS AS AN ENGINEERING CO-OP IN THE ENGINEERING DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE SHAQUILLE ANDREWS AND DONNIE SCALES, JR. AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF \$22,200 FROM MAGCOR FOR 16 PICNIC TABLES FOR MCKEE PARK PAVILIONS.
2. CONSIDERATION OF APPROVING CHANGE ORDER #6 FOR THE MCKEE PARK IMPROVEMENTS PROJECT IN THE AMOUNT OF AN \$8,626.55 INCREASE WITH ETHOS CONTRACTING GROUP. .
3. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF \$6,000 FROM H&H CONSTRUCTION AND EXCAVATING FOR INSTALLATION OF A CITY-FURNISHED WATER FOUNTAIN AT THE MCKEE PICKLEBALL COURTS.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PROVIDE A MIGRATION PATH FROM GENETEC STRATOCAST TO GENETEC SAAS WITH CONVERGINT AS THE SELLER FOR THE YEARLY RENEWAL OF GENETEC STRATOCAST CAMERA STORAGE AND MONITORING SOFTWARE FOR POLICE DEPARTMENT CAMERAS AT A TOTAL COST OF \$31,447.69.

2. CODE ENFORCEMENT

- b. UNDER MISSISSIPPI CODE ANNOTATED §21-19-11 (2) AND AS ADOPTED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN, THE FOLLOWING PROPERTIES ARE FOUND IN VIOLATION OF SAID ORDINANCE AND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE PROPERTY MOWING LIST:

- 209 W GILLESPIE ST
- 506 SPRING ST

- 400 SCALES ST

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2026 THROUGH JUNE 30, 2026.
2. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM CONTROL SYSTEMS, INC. FOR VARIABLE FREQUENCY DRIVES MATERIAL PURCHASE, INSTALLATION, AND PROGRAMMING FOR TRIM CANE PUMP STATION IN THE AMOUNT OF \$11,502.00.
3. REQUEST AUTHORIZATION TO DECLARE A FORD NEW HOLLAND TRACTOR (SERIAL NUMBER: UP31492) AND TRAILER AS SURPLUS AND SELL ON GOVDEALS.COM.
4. REQUEST AUTHORIZATION TO RESCIND THE CONTRACT WITH THE CASSADY COMPANY INC. AND APPROVE THE DESIGN AGREEMENT WITH HAZEN AND SAWYER FOR THE ENGINEERING SERVICES RELATED TO THE JOSEY CREEK LIFT STATION REHABILITATION PROJECT IN THE AMOUNT TO BE NEGOTIATED.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE HEADWORKS CONSTRUCTION AND CLARIFIER REHAB PROJECT AT THE WASTEWATER TREATMENT PLANT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 4, 2025 @ 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 2-31:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 3, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 3, 2025 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 7, 2025 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 7, 2025 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE RESOLUTION REQUESTING THE EXTENSION OF THE 2% FOOD AND BEVERAGE TAX AND THE 2% HOTEL AND MOTEL LODGING TAX FUNDING FOR AN ADDITIONAL 10 YEARS THROUGH JUNE 30, 2036.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the Resolution requesting the extension of 2% Food and Beverage Tax and the 2% Hotel and Motel Lodging Tax funding for an additional 10 years through June 30, 2036” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE APPROVAL TO ACCEPT THE 2025 MDOT GRANT AGREEMENT REGARDING FAA AIP 3-28-0068-033-2025 GRANT IN THE AMOUNT OF \$69,359.00 AS THE MDOT SHARE OF THE AIRPORT DEVELOPMENT OF RUNWAY AND TAXIWAY EXTENSION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to accept the 2025 MDOT grant agreement regarding FAA AIP 3-28-0068-033-2025 grant in the amount of \$69,359.00 as the MDOT share of the Airport Development of Runway and Taxiway extension” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF FP 25-08 A REQUEST FOR FINAL PLAT APPROVAL FOR “GABBIDON ESTATES” AT 318 DR DOUGLAS DL CONNER DRIVE IN A TN-E ZONING DISTRICT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of FP 25-08 a request for final plat approval for “Gabbidon Estates” at 318 Dr Douglas DL Conner Drive in a TN-E zoning district” is enumerated, this consent item is thereby approved.

**RESOLUTION TO EXTEND THE ECONOMIC DEVELOPMENT, TOURISM AND
CONVENTION TAXES IMPOSED BY THE CITY OF STARKVILLE, MISSISSIPPI ON
THE GROSS REVENUE OF RESTAURANTS DERIVED FROM THE SALE OF
PREPARED FOOD, ALCOHOLIC AND NONALCOHOLIC BEVERAGES
AND THE HOTEL AND MOTEL TAX CALCULATED ON THE
LODGING INDUSTRY IN THE CITY OF STARKVILLE**

WHEREAS, the Mayor and Board of Aldermen of Starkville, Mississippi (the "Board"), acting for and on behalf of the City of Starkville, Mississippi (the "City" or "Starkville"), do hereby find, determine and adjudicate as follows:

1. By Chapter 950, Local and Private Laws of 1994, the Mississippi Legislature provided authority for Starkville to impose a two percent (2%) economic development, tourism, and convention tax on the gross revenue of restaurants within the City limits derived from the sale of prepared food and alcoholic and non-alcoholic beverages. The two percent (2%) tax was voted on, and approved, in a referendum of the qualified electors of the City.
2. During the Regular Legislative Session of 2004, House Bill 1833 was enacted which amended the entities receiving distribution of the proceeds of the two percent (2%) tax, amended the percentage of distribution of those proceeds, and extended the two percent (2%) tax through June 30, 2015.
3. During the Regular Legislative Session of 2015, House Bill 1664 was passed which extended the term of the entities receiving the distribution through June 30, 2018, and during the Regular Legislative Session of 2018, Senate Bill 3012 was passed which further extended the term of entities receiving distribution through June 30, 2022, and finally during the Regular Legislative Session of 2022, House Bill 1547 was passed which extended the term of the entities receiving distribution through June 30 , 2026.
4. During the 1986 Regular Session an act to amend Chapter 854, Local and Private Laws of 1986 authorized the City of Starkville to create the Visitors and Convention Council and impose a two percent (2%) tax hotel and motel tax.
5. During the 2023 Regular Session an act to amend the original Local and Private Law initiating the hotel and motel tax was passed as House Bill 1792 resulting in the 2027 repealer of the original legislation. The City of Starkville is requesting for the 2026 legislative session to coordinate the timing of the renewals so as to provide an efficient and effective use of the legislative delegation efforts on our behalf.
6. A portion of the proceeds from the two percent (2%) food and beverage tax are obligated to service debt on the City's Sportsplex and Cornerstone Sports Park for the term of those bonds.
7. Since its enactment, the two percent (2%) food and beverage tax and the two percent (2%) hotel and motel tax have been instrumental in promoting economic development and tourism in the City of Starkville and the surrounding community.

8. Because the two percent (2%) taxes have greatly benefitted the City and its citizens, Starkville wishes to extend it for an additional term of 10 years, at the same distribution level, and to the same entities, as established in House Bill 1833 and House Bill 1792.

9. Because Starkville simply seeks to extend the current legislation for an additional ten (10) year term, and does not seek to: (1) adjust the amount of the tax, (2) adjust the entities receiving the proceeds from the tax, or (3) adjust the percentage of distribution of the proceeds that each entity receives, Starkville requests to be relieved of having to hold a referendum on the issue.

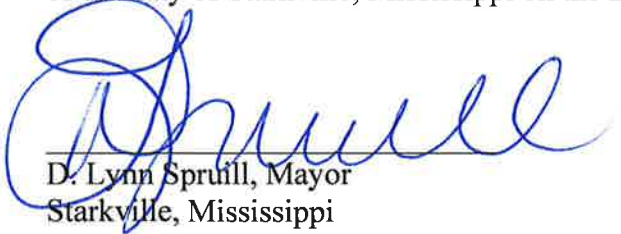
NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board seeks the extension of the two percent (2%) economic development, tourism, and convention tax and the two percent (2%) hotel and motel lodging tax for an additional ten (10) year term, through and including June 30, 2036, with all other terms and conditions remaining the same.

After discussion, Alderman Brooks moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Skinner. The Mayor then put the question to a vote, and the result was as follows:

Alderman Kim Moreland
Alderman Sandra Sistrunk
Alderman Kyle Skinner
Alderman Mike Brooks
Alderman William Pochop
Alderman Roy A'. Perkins
Alderman Henry N. Vaughn

Voted: Yea
Voted: Yea
Voted: Yea
Voted: Yea
Voted: Yea
Voted: Yea
Voted: Yea

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 21st day of October 2025.



D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST



Joanna McLaurin, City Clerk
Starkville, Mississippi

**RESOLUTION OF CITY OF STARKVILLE GOVERNING AUTHORITIES OPTING
OUT OF THE SAFE SOLICITATION ACT**

WHEREAS, during the 2025 Legislative Session, the Mississippi Legislature approved and Governor signed the Safe Solicitation Act ("Act") (H.B. 1197); and

WHEREAS, the Act sets forth the authority and requirements for the City of Starkville ("City") Governing Authorities to establish a Solicitation Permit authorizing a person to solicit in accordance with the Act; and

WHEREAS, the Act became effective on July 1, 2025; and

WHEREAS, the Act provides that the City may opt out of the Act through a vote by the City Governing Authorities within six (6) months of July 1, 2025; and

WHEREAS, pursuant to Mississippi Code 21-37-3, the City Governing Authorities have the power to exercise full jurisdiction in the matter of streets and sidewalks; and

WHEREAS, Miss. Code Ann. Sections 97-35-23 and 97-35-25 prohibit the obstruction of public rights-of-way, etc.; and

WHEREAS, the City of Starkville adopted Ordinance 2024-04 wherein the issues of criminal loitering and aggressive solicitation were addressed to meet the needs of the community.

**NOW THEREFORE BE IT RESOLVED BY THE CITY GOVERNING
AUTHORITIES THAT:**

1. The City hereby opts out of the Act pursuant to Section 6 of H.B. 1197, 2025 Regular Session.
2. The City will adhere to general state law establishing adequate procedures and requirements for controlling access to rights-of-way and city ordinances previously adopted and in place on solicitation.
3. The City Clerk and/or any other City Personnel is authorized to take any and all action to effectuate the intent of this Resolution.

Motion was made by Alderman Brooks and seconded by Alderman SKinner, and the question being put to a roll call vote, the result was 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*

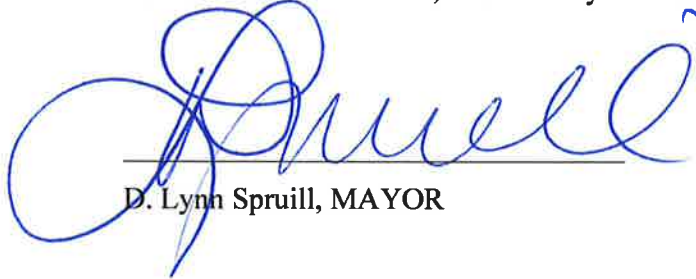
Alderman Roy Perkins, Vice Mayor

voted: *Yea*

Alderman Henry Vaughn

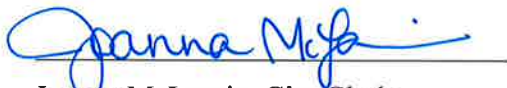
voted: *Yea*

RESOLVED AND DONE, this 21st day of October, 2025.



D. Lynn Spruill, MAYOR

ATTEST:



Joanna McLaurin, City Clerk

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0068-033-2025
George M. Bryan Field**

PART I - OFFER

TO: City of Starkville, Mississippi
(hereinafter referred to as the RECIPIENT)

FROM: The Mississippi Transportation Commission
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the George M. Bryan Field (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 22, 2025 for Airport Improvement Project No. 3-28-0068-033-2025 (hereinafter referred to as Project) consisting of the following:

Extend Runway 18/36 (Phase 4 - Grading and Drainage); Extend Taxiway A (Phase 1 - Grading Drainage)

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$69,359.00**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, two and one-half percent (2.50%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2029**, and in accordance with the approved plans and specifications or contracts for the project, incorporated

herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2025.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Brad White, Executive Director

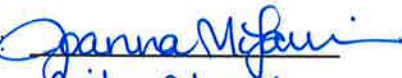
Bk _____, Pg _____

PART II - ACCEPTANCE

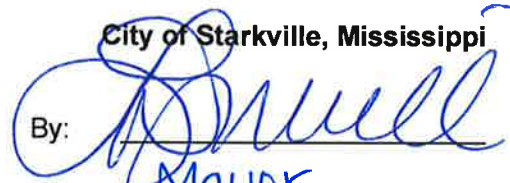
The **City of Starkville, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 21 day of October, 2025.

Attest:


City Clerk
(Title)

By:


Mayor
(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

George M. Bryan Field

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

403525
EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature]
_____, Authorized Officer or Agent

10/21/25
_____, Date

Lynn Spruill
Printed Name of Authorized Officer or Agent of
the RECIPIENT

Mayor
Title of Authorized Officer or Agent of
the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this 21 day of October, 2025



[Signature]
NOTARY PUBLIC
My Commission Expires: November 26, 2028

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

7. CONSIDERATION OF APPROVAL OF SUPPLEMENTAL AGREEMENT #3 WITH BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF A \$511,374.42 INCREASE FOR THE MS HIGHWAY 182 REVITALIZATION PROJECT FBLD 7113-00(004) LPA/108418-801000 IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to accept the supplemental agreement #3 with Burns Dirt Construction, Inc. in the amount of a \$511,374.42 increase for the MS Highway 182 revitalization project FBLD 7113-00(004) LPA/108418-801000 in accordance with the Mississippi Department of Transportation Local Public Agency guidelines and procedures” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF \$23,622.52 FROM OKTIBBEHA COUNTY CO-OP FOR PLANTING MATERIALS FOR HIGHWAY 12 MEDIAN PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval the low quote in the amount of \$23,622.52 from Oktibbeha County Co-op for planting materials for Highway 12 median project” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF \$5,834.00 FROM OKTIBBEHA COUNTY CO-OP FOR TREES FOR THE HIGHWAY 12 MEDIAN TREE REPLACEMENT PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval the low quote in the amount of \$5,834.00 from Oktibbeha County Co-op for trees for the Highway 12 median tree replacement project” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO APPROVE THE CHANGE ORDERS TO EXTEND THE TERM CONTRACTS WITH FALCON CONTRACTING CO., LLC, T. L. WALLACE CONSTRUCTION, INC., AND JC CHEEK CONTRACTORS, INC. FOR THE ANNUAL ASPHALT OVERLAYS, PAVEMENT SURFACE TREATMENTS, AND PAVEMENT STRIPING TERM CONTRACTS, RESPECTIVELY, FOR ONE CALENDAR YEAR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the change orders to extend the term contracts with Falcon Contracting Co., LLC, T. L. Wallace Construction, Inc., and JC Cheek Contractors, Inc. for the annual asphalt overlays, pavement surface treatments, and pavement striping term contracts, respectively, for one calendar year” ” is enumerated, this consent item is thereby approved.

City of Starkville
 Project No. FBLD-7113-00(004)LPA/108418-801000
 Highway 182 Improvements
SUPPLEMENTAL AGREEMENT NO. 3

WHEREAS, WE Burns Dirt Construction, Inc., Contractor, and Western Surety Company, Surety, entered into a contract with the City of Starkville, LPA, on the 29th day of August 2024, for the construction of Federal Aid Project No. FBLD-7113-00(004)LPA/108418-801000, Oktibbeha county; and

WHEREAS: The project provides for improving approximately 5,478 linear feet of Highway 182, construction of multi-use path and other pedestrian facilities along Highway 182, traffic signal upgrades, relocation of electrical utilities, relocation of water distribution lines, and relocation of sanitary sewer main; and,

WHEREAS: Supplemental Agreement #2 added \$112,298.09 to the contract making the new contract total \$36,495,501.77; and,

WHEREAS: The plans include installation of communication conduits and vaults in a new duct bank; and,

WHEREAS: The change of design standards of the utility required additional conduits and larger utility vaults to be constructed; and,

WHEREAS: The submitted prices have been reviewed by the City and its representatives and found to be acceptable; and,

WHEREAS: The net change to the contract as a result of adding and removing the items listed below result in \$511,374.42 being added to the contract for a new contract total of \$37,006,876.19; and,

NOW, THEREFORE, It is mutually agreed by all parties that the following pay items be added to the project to complete the work shown to complete the work set forth above per the Mississippi Department of Transportation specifications and/or as directed by the Engineer. It is further agreed that payment for the added work shall be made per the pay items and unit prices shown below which shall be full and final compensation for all materials, labor, equipment, dependent items, overhead, profit, and other incidentals necessary to complete the work and that no adjustment to existing pay items and unit prices will be allowed due to work eliminated. No additional time will be granted due to the work described in this supplemental agreement. It is assumed that the pay items will be considered participating; however, as per the MOA any costs exceeding the federal award amount shall be the responsibility of the LPA.

Pay items added to the contract:

Pay Item	Description	Qty.	Units	Unit Price	Item Total
907-682-A500	Utility Work – Electrical, 48"x72"x36" Communication Vault	11	EA	\$18,016.90	\$198,185.90
907-682-A500	Utility Work – Electrical, 30"x48"x36" Communication Vault	8	EA	\$9,937.38	\$79,499.04
907-682-A500	Utility Work – Electrical, 30"x48"x36" City of Starkville/FOC & Comm. Vault	9	EA	\$9,045.63	\$81,410.67
907-682-A500	Utility Work – Electrical, 17"x30"x24" Communication Vault	4	EA	\$4,272.12	\$17,088.48
907-682-A500	Utility Work – Electrical, 1 Way 2" Comm. Duct Riser	1	EA	\$858.02	\$858.02
907-682-A500	Utility Work – Electrical, 1 Way 2" Comm. Duct Bored in Place	190	LF	\$23.06	\$4,381.40
907-682-A500	Utility Work – Electrical, 1 Way 2" Comm. Duct in New Trench	690	LF	\$52.06	\$35,921.40
907-682-A500	Utility Work – Electrical, 1 Way 4" Comm. Duct Riser	1	EA	\$1,261.77	\$1,261.77
907-682-A500	Utility Work – Electrical, 1 Way 4" Fiber Optic Duct, In Existing Excavation	4310	LF	\$20.22	\$87,148.20
907-682-A500	Utility Work – Electrical, 6 Way 4" Comm. Duct in New Trench	60	LF	\$406.80	\$24,408.00
907-682-A500	Utility Work – Electrical, 3 Cable, 2" Maxcell Edge Innerduct, in 2" PVC	925	LF	\$5.61	\$5,189.25
907-682-A500	Utility Work – Electrical, 4 Cable, 4" Maxcell	9030	LF	\$8.16	\$73,684.80

City of Starkville
Project No. FBLD-7113-00(004)LPA/108418-801000
Highway 182 Improvements
SUPPLEMENTAL AGREEMENT NO. 3

CSD-720-LPA

Sheet 3 of 4

NOW, THEREFORE, WE, Burns Dirt Construction, Inc., Contractor, and **Western Surety Company**, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 10th day of September, 2025.

<u>Western Surety Company</u> Surety	<u>Burns Dirt Construction, Inc.</u> Contractor
By: <u>Joshua Price</u> 09/10/2025 Joshua Price, Attorney-in-Fact Date	<u>Rainer Hazwood</u> 9/23/25 Date

RECOMMENDED FOR APPROVAL:

[Signature] 9-23-25
LPA Project Engineer/Architect Date

MDOT District Engineer Date

MDOT State Construction Engineer Date

MDOT Executive Director Date
for the Mississippi Transportation Commission

Book _____ Page _____

APPROVED:

[Signature] 10/21/25
LPA OFFICIAL Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$250,000}

City of Starkville
 Project No. FBLD-7113-00(004)LPA/108418-801000
 Highway 182 Improvements
SUPPLEMENTAL AGREEMENT NO. 3

Edge Innerduct, in 4" PVC	Total Added Work	\$609,036.93
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Pay item quantities to be revised in the contract:

Line Number	Pay Item	Description	Qty.	Units	Unit Price	Item Total
2750	907-682-A500	Utility Work - Electrical, 26 05 43.11 1 x 4" Comm. Duct Stub-Up Installed	(31)	EA	\$469.09	(\$14,541.79)
2760	907-682-A500	Utility Work - Electrical, 26 05 43.12 2 x 4" Comm. Duct Stub-Up Installed	(1)	EA	\$930.42	(\$930.42)
2770	907-682-A500	Utility Work - Electrical, 26 05 43.13 Communication Vault Installed	(11)	EA	\$3,318.50	(\$36,503.50)
4320	907-682-A500	Utility Work - Electrical, 26 05 43.09 1 x 4" Comm. Duct in Bored Hole Installed	(835)	LF	\$32.50	(\$27,137.50)
4330	907-682-A500	Utility Work - Electrical, 26 05 43.10 2 x 4" Comm. Duct in Bored Hole Installed	(330)	LF	\$56.21	(\$18,549.30)
Total Removed from Contract						(\$97,662.51)
Net Change to Contract						\$511,374.42

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Jeff Wages, District LPA Coordinator, Jimmy Catt, MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas Joseph Bole, Grantland Rice III, Gregg A Tatum, Sharon Griffith, Joshua C Price, Bruce S Denson Jr, Grace Brown, Individually

of Birmingham, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of August, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of August, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of September, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

City of Starkville
Project No. FBLD-7113-00(004)LPA/108418-801000
Highway 182 Improvements
SUPPLEMENTAL AGREEMENT NO. 3

CSD-720-LPA

Sheet 4 of 4

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF THE NECESSITY OF WORK INVOLVED:

Communication Infrastructure

Since the time the original communication plan was designed, the design standards were updated and MaxxSouth now requires additional lines of communication within the previously designed duct bank. The project requires one additional conduit to be placed to accommodate the additional lines. Due to the increase in size of the conduits coming into the vaults, the vaults have to be upsized accordingly.

The overall increase to the contract total equals \$511,374.42.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

{Note: Proposed prices for added work must be verified by Construction Division to be within the allowable range for comparable work}


Project Professional

LPA Official

**Mississippi Department of Transportation
Supplemental Agreement # 3 Detail Breakdown**

pg. 1

Subcontractor Burns Dirt Construction, Inc. (FOR EXCAVATION WORK)
 Project No. FBLD-7113-00(004)LPA/108418801000
 County Ocktibbeha
 Pay Item 1. 907-682-A500 Utility Work - Electrical, 48" X 72" X 36" COMM. VAULT
 Unit LS Total Divide by 11 EA

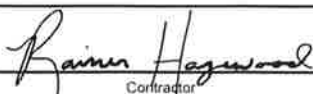
LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman 2	55.0	26.97	\$ 1,483.35
Operator	55.0	18.00	\$ 990.00
LABOR	55.0	17.20	\$ 946.00
			\$ -
Total Labor			\$ 3,419.35
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
8 TN EX	55.0	75.04	\$ 4,127.20
Wheel Loader	55.0	54.01	\$ 2,970.55
GMC 2500	55.0	30.04	\$ 1,652.20
Trimble Base and Rover	55.0	8.00	\$ 440.00
2 Axle 4 Tire Tool Trailer	55.0	25.63	\$ 1,409.65
Roller	55.0	161.15	\$ 8,863.25
Hand Concrete Saw	55.0	32.38	\$ 1,780.90
			\$ -
Total Equipment			\$ 21,243.75
MATERIALS			
Material	Quantity	Unit Price	Amount
Select Fill	134.1	14.000	\$ 1,877.40
Excess	134.4	6.500	\$ 873.60
			\$ -
			\$ -
			\$ -
Total Materials			\$ 2,751.00
Total Labor, Equipment, & Materials			\$ 27,414.10
0.00%	% for Profit/Overhead		\$ -
45.65%	% for Labor Burden		\$ 1,560.93
Subtotal			\$ 28,975.03
0.00%	% for Taxes		\$ -
0.00%	% for Bond		\$ -
Total Subcontractor Cost			\$ 28,975.03

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost for Pages 1 & 2		\$ 179,897.74
1.65%	% for Bond	\$ 3,270.07
3.50%	% for Taxes	\$ 6,936.51
4.08%	% for Profit/Overhead	\$ 8,081.58
	% for Labor Burden	\$ -
Total Cost		\$ 198,185.90

Remarks Burns Construction is performing the excavation, spoils removal, backfill and compaction on this line item.

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

pg 2

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 1, 907-682-A500 Utility Work - Electrical 48" X 72" X 36" Comm Vault

Unit LS Total, Divide by 11 EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	221.0	35.77	\$ 7,905.17
Journeyman	221.0	31.35	\$ 6,928.35
Apprentice	221.0	25.93	\$ 5,730.53
			\$ -
Total Labor			\$ 20,564.05
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Weekly	4.0	260.00	\$ 1,040.00
Telehandler - Daily	11.0	300.00	\$ 3,300.00
Fuel - Daily	20.0	25.00	\$ 500.00
			\$ -
Total Equipment			\$ 4,840.00
MATERIALS			
Material	Quantity	Unit Price	Amount
48" X 72" X 36" Comm Vault	11.0	7984.66	\$ 87,613.46
Crushed Gravel	22.0	30.000	\$ 660.00
4" PVC, 45 Degree Elbow, 36" Radius	44.0	31.850	\$ 1,401.40
PVC Glue (Quart)	11.0	13.500	\$ 148.50
Cadweld One Shot, 3/4" Rod to #6 Solid	11.0	19.860	\$ 218.46
Forming Materials	11.0	150.000	\$ 1,650.00
Concrete Short Load Fee	11.0	150.000	\$ 1,650.00
4" PVC Schedule 40	440.0	2.850	\$ 1,254.00
4" PVC Couplings	88.0	4.000	\$ 352.00
4" PVC End Bells	44.0	8.520	\$ 374.88
3/4" x 10" Copper Ground Rod	11.0	29.130	\$ 320.43
True Tape	660.0	0.090	\$ 59.40
#6 Bare Cu Solid	110.0	0.780	\$ 85.80
Warning Tape	220.0	0.100	\$ 22.00
Concrete	3.6	165.000	\$ 598.95
Per Diem	390.0	16.000	\$ 6,240.00
			\$ -
Total Materials			\$ 102,849.28
Total Labor, Equipment, & Materials			\$ 128,053.33
10.00%	% for Profit/Overhead		\$ 12,805.33
48.94%	% for Labor Burden		\$ 10,064.05
Subtotal			\$ 150,922.71
% for Taxes			\$ -
% for Bond			\$ -
Total Subcontractor Cost			\$ 150,922.71

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #4 Detail Breakdown**

pg 1

Subcontractor Burns Dirt Construction, Inc. (EXCAVATION WORK)
 Project No. FB LD-7113-00(004) LPA/108418801000
 County Oktibbeha
 Pay Item 2. 907-682-A500 Utility Work - Electrical, 30" X 48" X 36" COMM, VAULT
 Unit LS Total Divide by 8 EA.

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman 2	32.0	26.97	\$ 863.04
Operator	32.0	18.00	\$ 576.00
LABOR	32.0	17.20	\$ 550.40
			\$ -
Total Labor			\$ 1,989.44
EQUIPMENT			
Classification	Quantity HR	Unit Rate	Amount
8 TN EX	32.0	75.04	\$ 2,401.28
Wheel Loader	32.0	54.01	\$ 1,728.32
Roller	32.0	161.15	\$ 5,156.80
GMC 2500	32.0	30.04	\$ 961.28
Trimble Base and Rover	32.0	8.00	\$ 256.00
2 Axle 4 Tire Tool Trailer	32.0	25.63	\$ 820.16
Hand Concrete Saw	32.0	32.38	\$ 1,036.16
			\$ -
Total Equipment			\$ 12,360.00
MATERIALS			
Material	Quantity CY	Unit Price	Amount
Select Fill	60.5	14.000	\$ 847.00
Excess	60.5	6.500	\$ 393.25
			\$ -
			\$ -
			\$ -
Total Materials			\$ 1,240.25
Total Labor, Equipment, & Materials			\$ 15,589.69
% for Profit/Overhead			\$ -
45.65%	% for Labor Burden		\$ 908.18
Subtotal			\$ 16,497.87
% for Taxes			\$ -
% for Bond			\$ -
Total Subcontractor Cost			\$ 16,497.87

Prime Contractor _____

Total Cost pg 1&2		\$	71,956.25
1.65%	% for Bond	\$	1,311.73
3.50%	% for Taxes	\$	2,782.47
4.34%	% for Profit/Overhead	\$	3,448.57
% for Labor Burden		\$	-
Total Cost		\$	79,499.02

Remarks Burns Construction is performing the excavation, spoils removal, backfill and compaction on this line item.

By Ramon Hargwood Contractor Date _____

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

pg 2

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

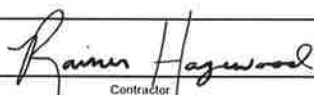
Pay Item 2. 907-682-A500 Utility Work - Electrical, 30" X 48" X 36" COMM. VAULT

Unit LS Total, Divide by 8 EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	149.0	35.77	\$ 5,329.73
Journeyman	149.0	31.35	\$ 4,671.15
Apprentice	149.0	25.93	\$ 3,863.57
			\$ -
Total Labor			\$ 13,864.45
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Weekly	2.0	260.00	\$ 520.00
Telehandler - Daily	8.0	300.00	\$ 2,400.00
Fuel - Daily	10.0	25.00	\$ 250.00
			\$ -
Total Equipment			\$ 3,170.00
MATERIALS			
Material	Quantity	Unit Price	Amount
30" X 48" X 36" Comm Vault	8.0	2121.31	\$ 16,970.48
Crushed Gravel	8.0	30.000	\$ 240.00
4" PVC, 45 Degree Elbow, 36" Radius	32.0	31.850	\$ 1,019.20
PVC Glue (Quart)	8.0	13.500	\$ 108.00
Cadweld One Shot, 3/4" Rod to #6 Solid	8.0	19.860	\$ 158.88
Forming Materials	8.0	150.000	\$ 1,200.00
Concrete Short Load Fee	8.0	150.000	\$ 1,200.00
4" PVC Schedule 40	320.0	2.850	\$ 912.00
4" PVC Couplings	64.0	4.000	\$ 256.00
4" PVC End Bells	32.0	8.520	\$ 272.64
3/4" x 10' Copper Ground Rod	8.0	29.130	\$ 233.04
True Tape	480.0	0.090	\$ 43.20
#6 Bare Cu Solid	80.0	0.780	\$ 62.40
Warning Tape	160.0	0.100	\$ 16.00
Concrete	2.0	165.000	\$ 330.00
Per Diem	262.0	16.000	\$ 4,192.00
			\$ -
Total Materials			\$ 27,213.84
Total Labor, Equipment, & Materials			\$ 44,248.29
10.00%	% for Profit/Overhead		\$ 4,424.83
48.94%	% for Labor Burden		\$ 6,785.26
	Subtotal		\$ 55,458.38
	% for Taxes		\$ -
	% for Bond		\$ -
Total Subcontractor Cost			\$ 55,458.38

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detail Breakdown**

pg 1

Subcontractor Burns Dirt Construction, Inc. (EXCAVATION WORK)

Project No. FBLD-7113-00(004)LPA/108418801000

County Ocktibbeha

Pay Item 3. 907-682-A500 Utility Work - Electrical, 30" X 48" X 36" CITY OF STARKVILLE/F.O.C. & COMM. VAULT

Unit LS Total Divide by 9 EA

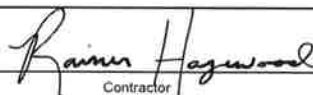
LABOR, TEAMS, AND FOREMAN				
Classification	Hours Worked	Hourly Rate	Amount	
Foreman 2	36.0	26.97	\$	970.92
Operator	36.0	18.00	\$	648.00
LABOR	36.0	17.20	\$	619.20
			\$	-
Total Labor			\$	2,238.12
EQUIPMENT				
Classification		Unit Rate	Amount	
8 TN EX	36.0	75.04	\$	2,701.44
Wheel Loader	36.0	54.01	\$	1,944.36
Roller	36.0	161.15	\$	5,801.40
GMC 2500	36.0	30.04	\$	1,081.44
Trimble Base and Rover	36.0	8.00	\$	288.00
2 Axle 4 Tire Tool Trailer	36.0	25.63	\$	922.68
Hand Concrete Saw	36.0	32.38	\$	1,165.68
Total Equipment			\$	13,905.00
MATERIALS				
Material	Quantity CY	Unit Price	Amount	
Select Fill	68.0	14.000	\$	952.00
Excess	68.0	6.500	\$	442.00
			\$	-
			\$	-
			\$	-
Total Materials			\$	1,394.00
Total Labor, Equipment, & Materials			\$	17,537.12
	% for Profit/Overhead		\$	-
45.65%	% for Labor Burden		\$	1,021.70
	Subtotal		\$	18,558.82
	% for Taxes		\$	-
	% for Bond		\$	-
	Total Subcontractor Cost		\$	18,558.82

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost pg 1&2		\$ 73,470.21
1.65%	% for Bond	\$ 1,343.28
3.50%	% for Taxes	\$ 2,649.37
4.60%	% for Profit/Overhead	\$ 3,747.83
% for Labor Burden		\$ -
Total Cost		\$ 81,410.70

Remarks Burns Construction is preforming the excavation, spoils removal, backfill and compacktion on this line item.

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

pg 2

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 3. 907-602-A500 Utility Work - Electrical, 30" X 48" X 36" CITY OF STARKVILLE/F.O.C. & COMM. VAULT

Unit LS Total. Divide by 9 EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	135.0	35.77	\$ 4,828.95
Journeyman	135.0	31.35	\$ 4,232.25
Apprentice	135.0	25.93	\$ 3,500.55
			\$ -
Total Labor			\$ 12,561.75
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Weekly	2.0	260.00	\$ 520.00
Telehandler - Daily	9.0	300.00	\$ 2,700.00
Fuel - Daily	10.0	25.00	\$ 250.00
			\$ -
Total Equipment			\$ 3,470.00
MATERIALS			
Material	Quantity	Unit Price	Amount
30" X 48" X 36" Comm Vault	9.0	2121.31	\$ 19,091.79
Crushed Gravel	9.0	30.000	\$ 270.00
4" PVC, 45 Degree Elbow, 36" Radius	18.0	31.850	\$ 573.30
PVC Glue (Quart)	9.0	13.500	\$ 121.50
Cadweld One Shot, 3/4" Rod to #6 Solid	9.0	19.860	\$ 178.74
Forming Materials	9.0	150.000	\$ 1,350.00
Concrete Short Load Fee	9.0	150.000	\$ 1,350.00
4" PVC Schedule 40	180.0	2.850	\$ 513.00
4" PVC Couplings	36.0	4.000	\$ 144.00
4" PVC End Bells	18.0	8.520	\$ 153.36
3/4" x 10' Copper Ground Rod	9.0	29.130	\$ 262.17
True Tape	270.0	0.090	\$ 24.30
#6 Bare Cu Solid	90.0	0.780	\$ 70.20
Warning Tape	90.0	0.100	\$ 9.00
Concrete	2.3	165.000	\$ 379.50
Per Diem	238.0	16.000	\$ 3,808.00
			\$ -
Total Materials			\$ 28,298.86
Total Labor, Equipment, & Materials			\$ 44,330.61
10.00%	% for Profit/Overhead		\$ 4,433.06
48.94%	% for Labor Burden		\$ 6,147.72
Subtotal			\$ 54,911.39
% for Taxes			\$ -
% for Bond			\$ -
Total Subcontractor Cost			\$ 54,911.39

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

Pg 1

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 4. 907-682-A500 Utility Work - Electrical, 17" X 30" X 24" COMM. VAULT

Unit LS Total, Divide by 4 EA

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	46.5	35.77	\$ 1,663.31
Journeyman	46.5	31.35	\$ 1,457.78
Apprentice	46.5	25.93	\$ 1,205.75
			\$ -
Total Labor			\$ 4,326.83
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Weekly	1.0	260.00	\$ 260.00
Telehandler - Daily	1.0	300.00	\$ 300.00
Fuel - Daily	5.0	25.00	\$ 125.00
			\$ -
Total Equipment			\$ 685.00
MATERIALS			
Material	Quantity	Unit Price	Amount
17" X 30" X 24" Comm Vault	4.0	1075.37	\$ 4,301.48
Crushed Gravel	1.3	30.000	\$ 39.00
2" PVC, 45 Degree Elbow, 36" Radius	8.0	12.650	\$ 101.20
PVC Glue (Quart)	2.0	13.500	\$ 27.00
Cadweld One Shot, 3/4" Rod to #6 Solid	4.0	19.860	\$ 79.44
Forming Materials	4.0	150.000	\$ 600.00
Concrete Short Load Fee	4.0	150.000	\$ 600.00
2" PVC Schedule 40	80.0	1.080	\$ 86.40
2" PVC Couplings	16.0	0.800	\$ 12.80
2" PVC End Bells	8.0	1.890	\$ 15.12
3/4" x 10' Copper Ground Rod	4.0	29.130	\$ 116.52
True Tape	100.0	0.090	\$ 9.00
#6 Bare Cu Solid	40.0	0.780	\$ 31.20
Warning Tape	8.0	0.100	\$ 0.80
Concrete	0.8	165.000	\$ 132.00
Per Diem	82.0	16.000	\$ 1,312.00
			\$ -
Total Materials			\$ 7,463.96
Total Labor, Equipment, & Materials			\$ 12,475.79
10.00%	% for Profit/Overhead		\$ 1,247.58
48.94%	% for Labor Burden		\$ 2,117.55
Subtotal			\$ 15,840.91
% for Taxes			\$ -
% for Bond			\$ -
Total Subcontractor Cost			\$ 15,840.92

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$	15,840.91
1.65%	% for Bond	\$	281.96
3.50%	% for Taxes	\$	558.10
2.16%	% for Profit/Overhead	\$	367.52
% for Labor Burden		\$	-
Total Cost		\$	17,088.50

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

Pg 1

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 5. 907-682-A500 Utility Work - Electrical, 1 WAY 2" COMM. DUCT RISER

Unit 1 Each

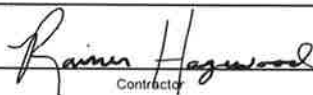
LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	3.5	35.77	\$ 125.20
Journeyman	3.5	31.35	\$ 109.73
Apprentice	3.5	25.93	\$ 90.76
			\$ -
Total Labor			\$ 325.68
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
			\$ -
Total Equipment			\$ -
MATERIALS			
Material	Quantity	Unit Price	Amount
Wood Pole Standoff	3.0	34.81	\$ 104.43
Lag Screws	6.0	0.200	\$ 1.20
2" PVC Schedule 40	30.0	1.080	\$ 32.40
2" PVC 90D Elbow Sweep Radius	1.0	11.840	\$ 11.84
2" PVC Couplings	2.0	0.800	\$ 1.60
2" Unistrut Strap	3.0	1.480	\$ 4.44
True Tape	40.0	0.090	\$ 3.60
Warning Tape	10.0	0.100	\$ 1.00
Per Diem	6.0	16.000	\$ 96.00
			\$ -
Total Materials			\$ 256.51
Total Labor, Equipment, & Materials			\$ 582.19
10.00%	% for Profit/Overhead		\$ 58.22
48.94%	% for Labor Burden		\$ 159.39
Subtotal			\$ 799.79
% for Taxes			\$ -
% for Bond			\$ -
Total Subcontractor Cost			\$ 799.80

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$	799.80
1.85%	% for Bond	\$	14.16
3.50%	% for Taxes	\$	30.03
1.64%	% for Profit/Overhead	\$	14.03
% for Labor Burden		\$	-
Total Cost		\$	858.02

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

pg 1

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 6. 907-682-A500 Utility Work - Electrical, 1 WAY 2" COMM. DUCT BORED IN PLACE

Unit LS Total, Divide by 190 LF

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	8.5	35.77	\$ 304.05
Journeyman	8.5	31.35	\$ 266.48
Apprentice	8.5	25.93	\$ 220.41
			\$ -
Total Labor			\$ 790.93
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Min Excavator - Daily	1.0	300.00	\$ 300.00
			\$ -
			\$ -
			\$ -
Total Equipment			\$ 300.00
MATERIALS			
Material	Quantity	Unit Price	Amount
2" HDPE, Sch 80	210.0	1.95	\$ 409.50
2" HDPE to PVC, Sure Lok Coupling	24.0	9.940	\$ 238.56
True Tape	210.0	0.090	\$ 18.90
Directional Boring	190.0	7.000	\$ 1,330.00
Per Diem	15.0	16.000	\$ 240.00
			\$ -
Total Materials			\$ 2,236.96
Total Labor, Equipment, & Materials			\$ 3,327.89
10.00%	% for Profit/Overhead		\$ 332.79
48.94%	% for Labor Burden		\$ 387.08
Subtotal			\$ 4,047.76
% for Taxes			\$ -
% for Bond			\$ -
Total Subcontractor Cost			\$ 4,047.76

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$ 4,047.76
1.65%	% for Bond	\$ 72.28
3.50%	% for Taxes	\$ 153.32
2.45%	% for Profit/Overhead	\$ 107.19
% for Labor Burden		\$ -
Total Cost		\$ 4,380.55

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detail Breakdown**

pg 1

Subcontractor Burns Dirt Construction, Inc. (EXCAVATION WORK)
 Project No. FBLD-7113-00(004)LPA/108418801000
 County Ockibbeha
 Pay Item 7. 907-682-A500 Utility Work - Electrical 1 WAY 2" COMM Duct in NEW TRENCH
 Unit LS Total Divide by 690 LF

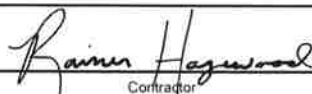
LABOR, TEAMS, AND FOREMAN					
Classification		Hours Worked		Hourly Rate	Amount
Foreman 2		46.0		26.97	\$ 1,240.62
Operator		46.0		18.00	\$ 828.00
LABOR		46.0		17.20	\$ 791.20
					\$ -
Total Labor					\$ 2,859.82
EQUIPMENT					
Classification		Quantity HR		Unit Rate	Amount
8 TN EX		46.0		75.04	\$ 3,451.84
Wheel Loader		46.0		54.01	\$ 2,484.46
Roller		46.0		161.15	\$ 7,412.90
GMC 2500		46.0		30.04	\$ 1,381.84
Trimble Base and Rover		46.0		8.00	\$ 368.00
2 Axile 4 Tire Tool Trailer		46.0		25.63	\$ 1,178.98
Hand Concrete Saw		46.0		32.38	\$ 1,489.48
Total Equipment					\$ 17,767.50
MATERIALS					
Material		Quantity CY		Unit Price	Amount
Select Fill		107.3		14.000	\$ 1,502.20
Excess		107.3		6.500	\$ 697.45
					\$ -
					\$ -
					\$ -
Total Materials					\$ 2,199.65
Total Labor, Equipment, & Materials					\$ 22,826.97
% for Profit/Overhead					\$ -
45.65%	% for Labor Burden				\$ 1,305.51
Subtotal					\$ 24,132.48
% for Taxes					\$ -
% for Bond					\$ -
Total Subcontractor Cost					\$ 24,132.48

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost of pg 1&2		\$ 30,866.18
1.65%	% for Bond	\$ 592.71
3.50%	% for Taxes	\$ 1,257.26
8.92%	% for Profit/Overhead	\$ 3,205.46
% for Labor Burden		\$ -
Total Cost		\$ 35,921.60

Remarks Burns Construction is performing the excavation, spoils removal, backfill and compaction on this line item.

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

Pg 2

Subcontractor R & W Electric Co.
 Project No. FBLD-7113-00(004) LPA/108418801000
 County Oklobbeha
 Pay Item 7. 907-682-A500 Utility Work - Electrical 1 WAY 2" COMM Duct in NEW TRENCH
 Unit LS Total, Divide by 690 LF

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	29.5	35.77	\$ 1,055.22
Journeyman	29.5	31.35	\$ 924.83
Apprentice	29.5	25.93	\$ 764.94
			\$ -
Total Labor			\$ 2,744.98
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Weekly	1.0	260.00	\$ 260.00
Fuel - Daily	4.0	25.00	\$ 100.00
			\$ -
			\$ -
Total Equipment			\$ 360.00
MATERIALS			
Material	Quantity	Unit Price	Amount
2" PVC, 45 Degree Elbow, 36" Radius	2.0	12.650	\$ 25.30
2" PVC Schedule 40	690.0	1.080	\$ 745.20
2" PVC Couplings	4.0	0.800	\$ 3.20
PVC Glue (Quart)	4.0	13.500	\$ 54.00
True Tape	740.0	0.090	\$ 66.60
Warning Tape	690.0	0.100	\$ 69.00
Per Diem	52.0	16.000	\$ 832.00
			\$ -
Total Materials			\$ 1,795.30
Total Labor, Equipment, & Materials			\$ 4,900.28
10.00%	% for Profit/Overhead		\$ 490.03
48.94%	% for Labor Burden		\$ 1,343.39
Subtotal			\$ 6,733.70
% for Taxes			\$ -
% for Bond			\$ -
Total Subcontractor Cost			\$ 6,733.70

Remarks

By

Ramon Hagwood
Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement # 3 Detailed Breakdown**

Subcontractor R & W Electric Co.

pg 1

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 8. 907-682-A500 Utility Work - Electrical1 Way 4" Comm Duct Riser

Unit Each

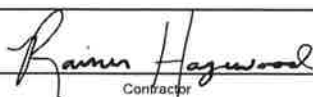
LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	5.0	35.77	\$ 178.85
Journeyman	5.0	31.35	\$ 156.75
Apprentice	5.0	25.93	\$ 129.65
			\$ -
Total Labor			\$ 465.25
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
			\$ -
			\$ -
			\$ -
			\$ -
Total Equipment			\$ -
MATERIALS			
Material	Quantity	Unit Price	Amount
Wood Pole Standoff	3.0	34.81	\$ 104.43
Lag Screws	6.0	0.200	\$ 1.20
4" PVC Schedule 40	30.0	2.850	\$ 85.50
4" PVC 90D Elbow, Sweep Radius	1.0	40.770	\$ 40.77
4" PVC Couplings	2.0	4.000	\$ 8.00
4" Unistrut Strap	3.0	2.660	\$ 7.98
True Tape	40.0	0.090	\$ 3.60
Warning Tape	10.0	0.100	\$ 1.00
Per Diem	9.0	16.000	\$ 144.00
			\$ -
Total Materials			\$ 396.48
Total Labor, Equipment, & Materials		\$	861.73
10.00%	% for Profit/Overhead	\$	86.17
48.94%	% for Labor Burden	\$	227.69
Subtotal		\$	1,175.60
% for Taxes		\$	-
% for Bond		\$	-
Total Subcontractor Cost		\$	1,175.60

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$	1,175.60
1.65%	% for Bond	\$	20.82
3.50%	% for Taxes	\$	44.16
1.68%	% for Profit/Overhead	\$	21.19
% for Labor Burden		\$	-
Total Cost		\$	1,261.77

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

Subcontractor R & W Electric Co.
 Project No. FBLD-7113-00(004) LPA/108418801000
 County Oktibbeha
 Pay Item 9. 907-682-A500 Utility Work - Electrical, 1 WAY 4" FIBER OPTIC DUCT, IN EXISTING EXCAVATION
 Unit LS Total, Divide by 4310 LF

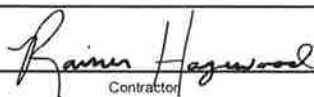
LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	348.0	35.77	\$ 12,447.96
Journeyman	348.0	31.35	\$ 10,909.80
Apprentice	348.0	25.93	\$ 9,023.64
			\$ -
Total Labor			\$ 32,381.40
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Weekly	6.0	260.00	\$ 1,560.00
Telehandler - Daily	1.0	300.00	\$ 300.00
Fuel - Daily	30.0	25.00	\$ 750.00
			\$ -
Total Equipment			\$ 2,610.00
MATERIALS			
Material	Quantity	Unit Price	Amount
4" PVC, 45 Degree Elbow, 36" Radius	33.0	31.850	\$ 1,051.05
PVC Glue (Quart)	25.0	13.500	\$ 337.50
Rolls - Duct Tape	5.0	8.500	\$ 42.50
4" PVC Schedule 40	4,310.0	2.850	\$ 12,283.50
4" PVC 90D Elbow, Sweep Radius	4.0	40.770	\$ 163.08
4" PVC Couplings	80.0	4.000	\$ 320.00
True Tape	4,310.0	0.090	\$ 387.90
Per Diem	614.0	16.000	\$ 9,824.00
			\$ -
Total Materials			\$ 24,409.53
Total Labor, Equipment, & Materials			\$ 59,400.93
10.00%	% for Profit/Overhead		\$ 5,940.09
48.94%	% for Labor Burden		\$ 15,847.46
	Subtotal		\$ 81,188.48
	% for Taxes		\$ -
	% for Bond		\$ -
Total Subcontractor Cost			\$ 81,188.48

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$	81,188.48
1.65%	% for Bond	\$	1,437.82
3.50%	% for Taxes	\$	3,049.50
1.67%	% for Profit/Overhead	\$	1,452.97
	% for Labor Burden	\$	-
Total Cost		\$	87,128.57

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detail Breakdown**

pg 1

Subcontractor Burns Dirt Construction, Inc. (Excavation Work)
 Project No. FBLD-7113-00(004)LPA/108418801000
 County Ocktibbeha
 Pay Item 10. 907-682-A500 Utility Work - Electrical, 6 WAY 4" COMM. DUCT IN NEW TRENCH
 Unit LS Total Divide by 60 LF

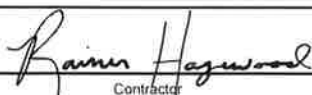
LABOR, TEAMS, AND FOREMAN				
Classification		Hours Worked	Hourly Rate	Amount
Foreman 2		24.0	26.97	\$ 647.28
Operator		24.0	18.00	\$ 432.00
LABOR		24.0	17.20	\$ 412.80
				\$ -
Total Labor			\$	1,492.08
EQUIPMENT				
Classification		Quantity HR	Unit Rate	Amount
8 TN EX		24.0	75.04	\$ 1,800.96
Wheel Loader		24.0	54.01	\$ 1,296.24
Roller		24.0	161.15	\$ 3,867.60
GMC 2500		24.0	30.04	\$ 720.96
Trimble Base and Rover		24.0	8.00	\$ 192.00
2 Axle 4 Tire Tool Trailer		24.0	25.63	\$ 615.12
Hand Concrete Saw		24.0	32.38	\$ 777.12
Total Equipment			\$	9,270.00
MATERIALS				
Material		Quantity CY	Unit Price	Amount
Select Fill		107.3	14.000	\$ 1,502.20
Excess		107.3	6.500	\$ 697.45
				\$ -
				\$ -
				\$ -
Total Materials			\$	2,199.65
Total Labor, Equipment, & Materials				\$ 12,961.73
% for Profit/Overhead				\$ -
45.65%	% for Labor Burden			\$ 681.13
Subtotal				\$ 13,642.86
% for Taxes				\$ -
% for Bond				\$ -
Total Subcontractor Cost				\$ 13,642.86

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$ 21,255.83
1.65%	% for Bond	\$ 402.73
3.50%	% for Taxes	\$ 854.27
7.76%	% for Profit/Overhead	\$ 1,894.96
0.00%	% for Labor Burden	\$ -
Total Cost		\$ 24,407.79

Remarks Burns Construction is performing the excavation, spoils removal, backfill and compaction on this line item.

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

pg 2

Subcontractor R & W Electric Co.
 Project No. FBLD-7113-00(004) LPA/108418801000
 County Oktibbeha
 Pay Item 10. 907-682-A500 Utility Work - Electrical 6 Way 4" Comm Duct in New Trench
 Unit LS Total. Divide by 60 LF

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	32.0	35.77	\$ 1,144.64
Journeyman	32.0	31.35	\$ 1,003.20
Apprentice	32.0	25.93	\$ 829.76
			\$ -
Total Labor			\$ 2,977.60
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Daily	3.0	85.00	\$ 255.00
Fuel - Daily	3.0	25.00	\$ 75.00
			\$ -
			\$ -
Total Equipment			\$ 330.00
MATERIALS			
Material	Quantity	Unit Price	Amount
PVC Glue (Quart)	2.0	13.500	\$ 27.00
Rolls - Duct Tape	1.0	8.500	\$ 8.50
4" PVC Schedule 40	360.0	2.850	\$ 1,026.00
4" PVC 90D Elbow, Sweep Radius	6.0	40.770	\$ 244.62
4" PVC Couplings	12.0	4.000	\$ 48.00
True Tape	360.0	0.090	\$ 32.40
Warning Tape	60.0	0.100	\$ 6.00
Per Diem	56.0	16.000	\$ 896.00
			\$ -
Total Materials			\$ 2,288.52
Total Labor, Equipment, & Materials			\$ 5,596.12
10.00%	% for Profit/Overhead		\$ 559.61
48.94%	% for Labor Burden		\$ 1,457.24
Subtotal			\$ 7,612.97
% for Taxes			\$ -
% for Bond			\$ -
Total Subcontractor Cost			\$ 7,612.97

Remarks

By

Rainer Hagwood
Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 11. 907-682-A500 Utility Work - Electrical 3 Cable/2" Maxcell Edge Innerduct, Pulled in 2" PVC

Unit LS Total. Divide by 925 LF

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	8.0	35.77	\$ 286.16
Journeyman	8.0	31.35	\$ 250.80
Apprentice	8.0	25.93	\$ 207.44
			\$ -
Total Labor			\$ 744.40
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Daily	1.0	85.00	\$ 85.00
Fuel - Daily	1.0	25.00	\$ 25.00
			\$ -
			\$ -
Total Equipment			\$ 110.00
MATERIALS			
Material	Quantity	Unit Price	Amount
Maxcell 3C, 2" Edge Innerduct	925.0	3.000	\$ 2,775.00
Maxcell Swivel Pulling Tool	1.0	164.440	\$ 164.44
Per Diem	14.0	16.000	\$ 224.00
			\$ -
Total Materials			\$ 3,163.44

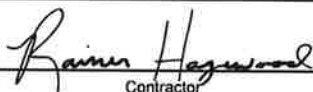
Total Labor, Equipment, & Materials		\$ 4,017.84
10.00%	% for Profit/Overhead	\$ 401.78
48.94%	% for Labor Burden	\$ 364.31
Subtotal		\$ 4,783.93
% for Taxes		\$ -
% for Bond		\$ -
Total Subcontractor Cost		\$ 4,783.93

Prime Contractor Burns Dirt Construction, Inc.

Total Subcontractor Cost		\$ 4,783.93
1.65%	% for Bond	\$ 85.56
3.50%	% for Taxes	\$ 181.50
2.60%	% for Profit/Overhead	\$ 134.72
% for Labor Burden		\$ -
Total Cost		\$ 5,185.72

Remarks

By


Contractor

Date

**Mississippi Department of Transportation
Supplemental Agreement #3 Detailed Breakdown**

Subcontractor R & W Electric Co.

Project No. FBLD-7113-00(004) LPA/108418801000

County Oktibbeha

Pay Item 12. 907-682-A500 Utility Work - Electrical 4 Cable/4" Maxcell Edge Innerduct, Pulled in 4" PVC

Unit LS Total. Divide by 9030 LF

LABOR, TEAMS, AND FOREMAN			
Classification	Hours Worked	Hourly Rate	Amount
Foreman	64.5	35.77	\$ 2,307.17
Journeyman	64.5	31.35	\$ 2,022.08
Apprentice	64.5	25.93	\$ 1,672.49
			\$ -
Total Labor			\$ 6,001.73
EQUIPMENT			
Classification	Quantity	Unit Rate	Amount
Job Truck - Weekly	1.0	260.00	\$ 260.00
Telehandler - Daily	1.0	300.00	\$ 300.00
Fuel - Daily	5.0	25.00	\$ 125.00
			\$ -
Total Equipment			\$ 685.00
MATERIALS			
Material	Quantity	Unit Price	Amount
Maxcell 4C, 4" Edge Innerduct	9,030.0	5.550	\$ 50,116.50
Maxcell Swivel Pulling Tool	2.0	164.440	\$ 328.88
Per Diem	114.0	16.000	\$ 1,824.00
			\$ -
Total Materials			\$ 52,269.38
Total Labor, Equipment, & Materials			\$ 58,956.11
10.00%	% for Profit/Overhead		\$ 5,895.61
48.94%	% for Labor Burden		\$ 2,937.24
	Subtotal		\$ 67,788.97
	% for Taxes		\$ -
	% for Bond		\$ -
Total Subcontractor Cost			\$ 67,788.97

Prime Contractor Burns Dirt Construction, Inc.

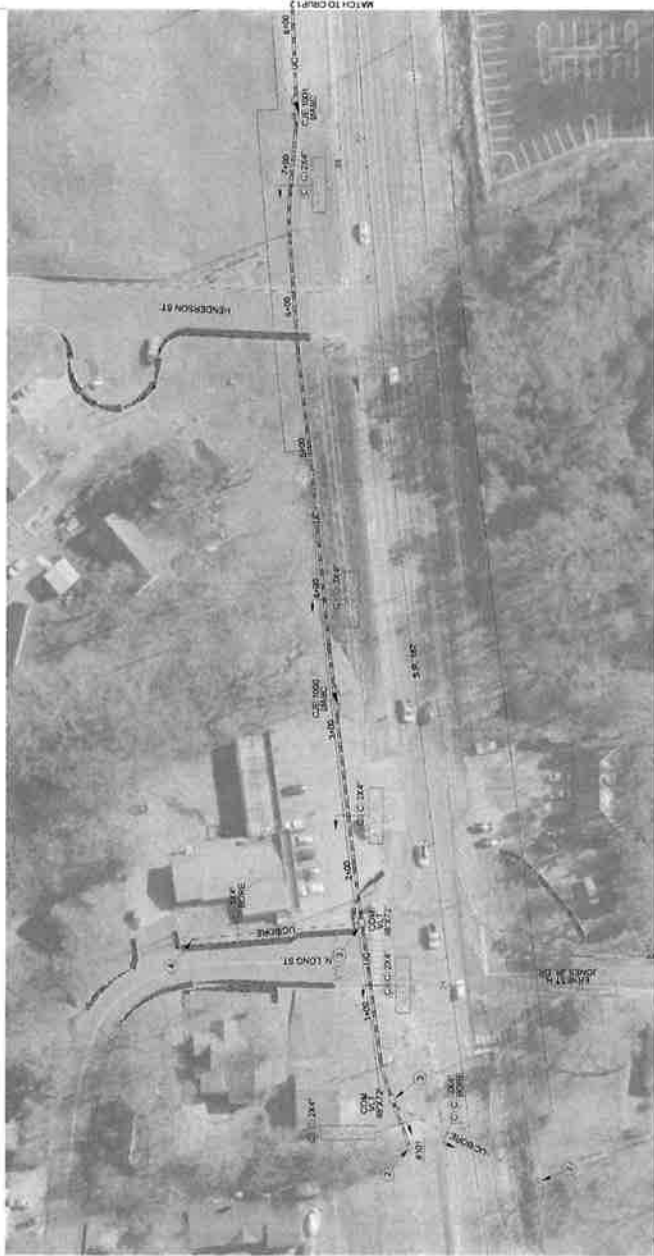
	Total Subcontractor Cost	\$ 67,788.97
1.65%	% for Bond	\$ 1,215.80
3.50%	% for Taxes	\$ 2,578.96
2.85%	% for Profit/Overhead	\$ 2,100.86
	% for Labor Burden	\$ -
	Total Cost	\$ 73,684.58

Remarks

By


Contractor

Date



COMMUNICATIONS RELOCATION UNDERGROUND PLAN
SCALE 1" = 40'

GENERAL NOTES:

1. CONSTRUCT WORK IN PHASES. REFER TO SEQUENCING REQUIREMENTS ON SHEET 282.
2. REFER TO SHEETS CRUP1.1 & CRUP1.2 FOR COMMUNICATION RELOCATION UNDERGROUND DETAILS.
3. TO THE GREATEST EXTENT PRACTICABLE, CONTRACTOR SHALL INSTALL UNDERGROUND UTILITIES IN THE SAME DIRECTION AND DEPTH AS EXISTING UTILITIES. REFER TO SHEETS CRUP1.1 AND CRUP1.2 FOR DETAILS.
4. PROPOSED ELECTRICAL EQUIPMENT LOCATIONS (C.E. PMS, ETC.) SHOWN FOR REFERENCE ONLY THE DRAWING.
5. NOTE: ALL COMMUNICATIONS & FIBER OPTIC VAULT RELOCATIONS SHALL BE COORDINATED WITH & CONFORM TO FORM GRADING LEVELS ON SHEETS PG-1 THROUGH PG-11 WHEN INSTALLED IN OR ADJACENT TO HARDSCAPE.

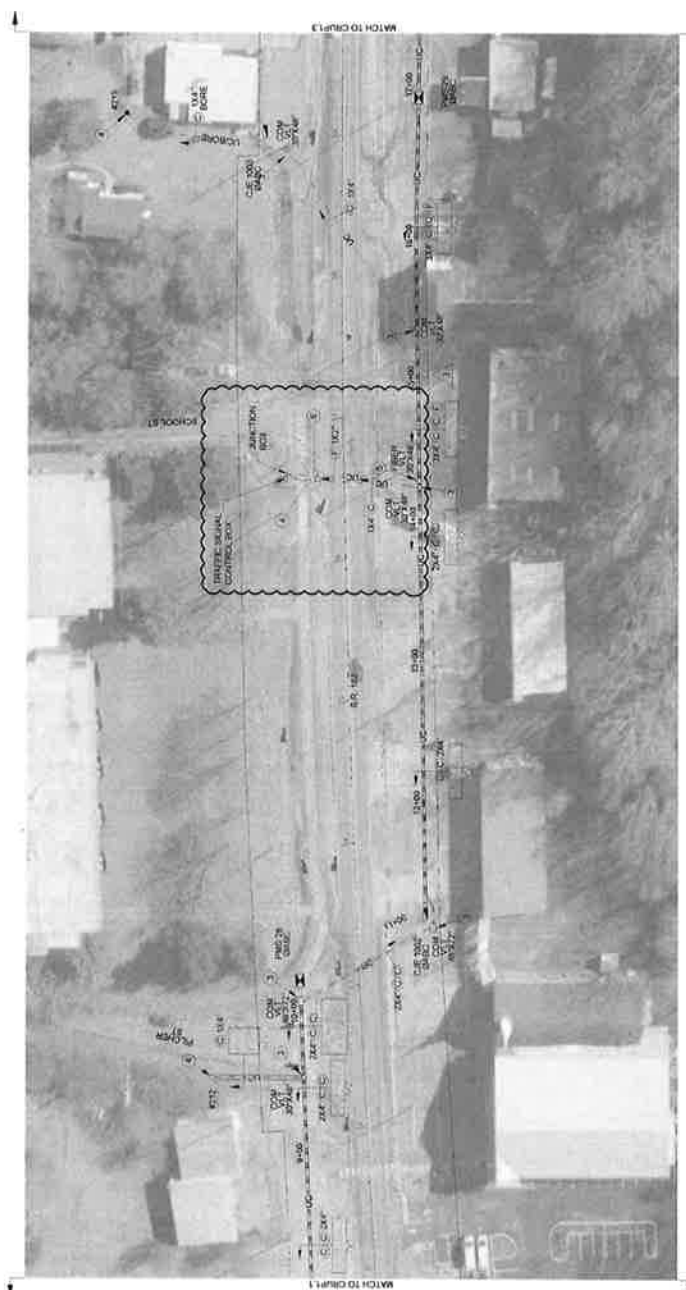
NUMBERED NOTES

- ① NOTE NOT USED.
- ② STUB UP 2'-4" COMMUNICATIONS CONDUITS FOR NEW COMMUNICATIONS RISES.
- ③ INSTALL COMMUNICATIONS VAULT. STUB UP ALL 4" COMMUNICATIONS CONDUITS INTO VAULT. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CRUP1.1.
- ④ STUB UP 1'-6" COMMUNICATIONS CONDUIT FOR NEW COMMUNICATIONS RISES.

STATE ROUTE 182 IMPROVEMENTS	
CITY OF STARKEVILLE, OKTAWA COUNTY, MISSISSIPPI	
COMMUNICATIONS RELOCATION UNDERGROUND PLAN	
SCALE 1" = 40'	
DESIGN BY: ATWELL & GERT DATE: MARCH 28, 2024 DRAWN BY: ATWELL & GERT DATE: MARCH 28, 2024	
FEDERAL AID PROJECT NO. FLD-2113-000041 FMS CON. NO. 10816 00100	
FILE NAME: ELECTRICAL PLANS-RE-810_IFS_2024-03-28.DWG	
CRUP1.1	282

CRUP1.1

KEY MAP



COMMUNICATIONS RELOCATION UNDERGROUND PLAN

SCALE: 1" = 40'

GENERAL NOTES:

1. CONSTRUCT WORK IN PHASES. REFER TO SEQUENCING REQUIREMENTS ON SHEET 283.
2. REFER TO SHEETS CRUP1.1 & CRUP1.2 FOR COMMUNICATIONS RELOCATION UNDERGROUND DETAILS.
3. TO THE GREATEST EXTENT PRACTICABLE, CONTRACTOR SHALL INSTALL UNDERGROUND ELECTRICAL DUCTS IN THE SAME DITCH OR HOV BORE AS DETAILS ON SHEETS CRUP1.1, CRUP1.2, AND CRUP1.3 FOR DETAILS.
4. PROPOSED ELECTRICAL EQUIPMENT LOCATIONS (C/E, PMS, ETC) SHOWN FOR REFERENCE ONLY THIS DRAWING.
5. NOTE: ALL COMMUNICATIONS & FIBER OPTIC VAULT ELEVATIONS SHALL BE CORROBORATED WITH A CONFORM TO FORM GRADE LEVEL ON SHEET 283 THROUGHOUT THE PROJECT.
6. NOTE: ALL 4" FIBER OPTIC DUCTS INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLE SHALL HAVE TWO (2) PACKS OF CABLES MAXIMUM OF MAXCELL EDGE INTERACT INSTALLED.
7. NOTE: ALL 4" FIBER OPTIC DUCTS INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLE SHALL HAVE TWO (2) PACKS OF CABLES MAXIMUM OF MAXCELL EDGE INTERACT INSTALLED.

NUMBERED NOTES

1. NOTE NOT USED.
2. NOTE NOT USED.
3. NOTE NOT USED.
4. INSTALL COMMUNICATIONS VAULT, STUB UP ALL 4" COMMUNICATIONS CABLES INTO VAULT. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CRUP1.3.
5. INSTALL FIBER OPTIC DUCT FROM COMMUNICATIONS VAULT TO TRAFFIC SIGNAL CONTROL BOX.
6. INSTALL 4" FIBER OPTIC VAULT FOR CITY OF STARKVILLE USE 4" FIBER OPTIC CABLE INTO VAULT. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CRUP1.3.
7. INSTALL 4" FIBER CONDUIT FOR FUTURE CITY OF STARKVILLE FIBER FROM FIBER VAULT TO TRAFFIC SIGNAL CONTROL JUNCTION BOX.

STATE ROUTE 182 IMPROVEMENTS

CITY OF STARKVILLE, OKTIBBEH COUNTY, MISSISSIPPI

COMMUNICATIONS RELOCATION UNDERGROUND PLAN

SCALE: 1" = 40'

DESIGN BY: ATWELL & OBERT DATE: MARCH 28, 2024

DRAWN BY: ATWELL & OBERT DATE: MARCH 29, 2024

FEDERAL AID PROJECT NO. TBLD-113-002(04)

FMS CON. NO. 18H18-601002

WORKING NUMBER

CRUP1.2

SHEET NUMBER

283

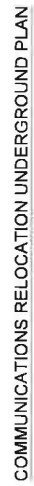
DATE: 03/29/24

BY: J. WATKINS

REVISIONS:

NO. DESCRIPTION

FILE NAME: ELECTRICAL PLAN - RELOC_182_0324-03-24.DWG



GENERAL NOTES:

1. CONTRACT WORK IN PHASES, REFER TO SPECIFIC REQUIREMENTS ON SHEET **ENR02**.
2. **REFER TO SHEET CABLES & CABLES FOR COMMUNICATION REDUCTION** UNDERGROUND DETAILS.
3. FOR THE GREAT STATION, A SPECIAL CONTRACTOR SHALL INSTALL COMMUNICATIONS UNDER OPTIC CABLES. REFER TO SHEET **AS** UNDERGROUND DETAILS.
4. **UNDERGROUND ELECTRICAL CABLES INSTALLED IN THIS PROJECT REFER TO DRAWINGS DETAILS ON SHEETS CABLES 1, CABLES 2 AND BURIAL 2 FOR DETAILS.**
5. PROPOSED ELECTRICAL CABLE CLOUTS (CABLES) SHALL SHOW FOR REFERENCE ONLY THIS DRAWING.
6. NOTE ALL COMMUNICATIONS & FIBER OPTIC CABLE ELEVATIONS SHALL BE COORDINATED WITH A CONCRETE FORM GRADY. LEVELS ON SHEETS PG-THROUGH SHALL BE INSTALLED IN ACCORDANCE TO THIS DRAWING.
7. NOTE ALL FIBER OPTIC CABLES INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLES SHALL HAVE TWO (2) PACKS CABLES MAXIMUM OF MAXCABLE BOBBIN NUMBER INDICATED.
8. NOTE ALL FIBER OPTIC CABLES INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLES SHALL HAVE TWO (2) PACKS CABLES MAXIMUM OF MAXCABLE BOBBIN NUMBER INDICATED.

NUMBERED NOTES

1. INSTALL COMMUNICATIONS VAULT #3, 10' DIA. 4'-6" COMMUNICATIONS CONDUITS INTO VAULT #1. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CH20-2.
2. 10' DIA. 4'-6" COMMUNICATIONS CONDUIT FOR NEW COMMUNICATIONS Riser.
3. INSTALL FIBER OPTIC VAULT FOR CITY OF STARVULKE USE, 3' DIA. 4'-6" FIBER OPTIC CONDUITS INTO VAULT #1. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CH20-2.
4. 10' DIA. 14" FIBER OPTIC CONDUIT FOR CITY OF STARVULKE FUTURE USE GAP CONDUIT.
5. INSTALL 12" FIBER OPTIC CONDUIT FOR FUTURE CITY OF STARVULKE FIBERS FROM FIBER VAULT #1 TO TRAFFIC SIGNAL CONTROLLER JUNCTION BOX.

AM	NOTES	DATE
12	12/12/12	12/12/12

STATE ROUTE 182 IMPROVEMENTS
CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

COMMUNICATIONS RELOCATION UNDERGROUND PLAN

SCALE 1" = 40'

DESIGN BY: ATWELL & GENT DATE: MARCH 28, 2024
DRAWN BY: ATWELL & GENT DATE: MARCH 28, 2024

FEDERAL AID PROJECT NO. FBLD-7113-20(2004)
F.V.S. CON. NO. 108418 601000

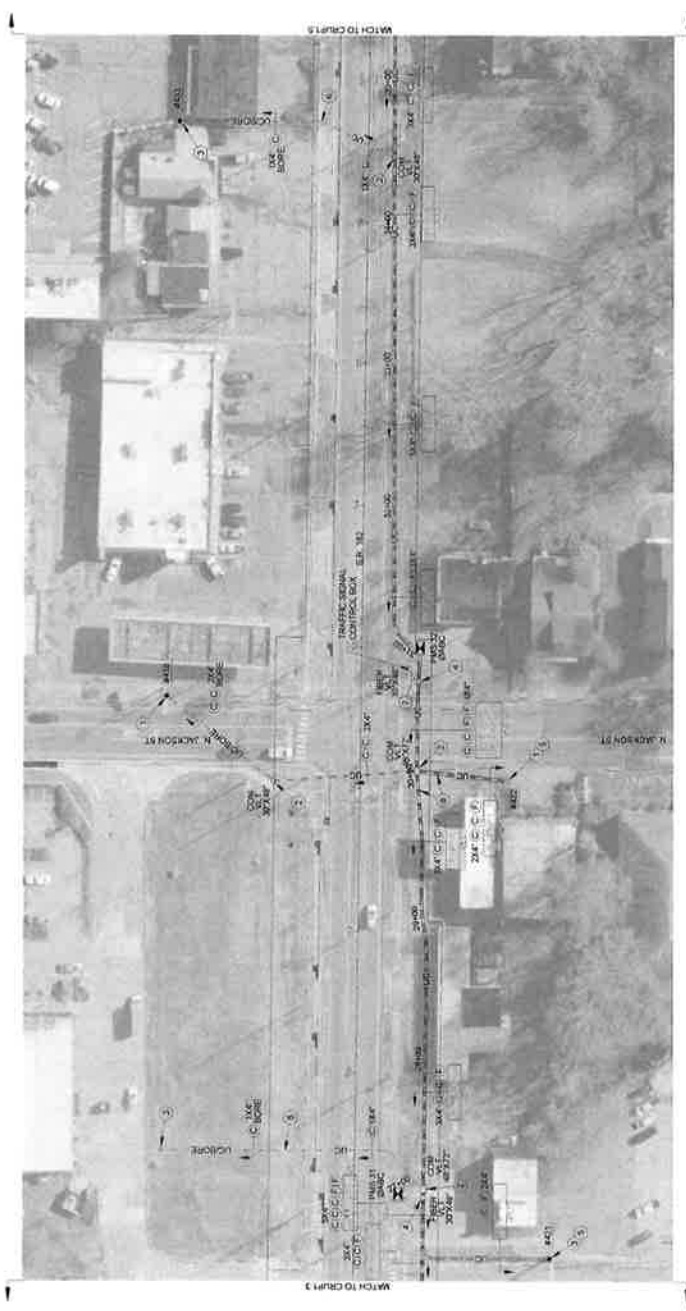
WORKING NUMBER
CRUP1.3

SHEET NUMBER
284

FILE NAME ELECTRICAL PLANS, RE-BID, FB, 2024-03-28.DWG

CRUP1.3

6VW 45X



COMMUNICATIONS RELOCATION UNDERGROUND PLAN
SCALE: 1" = 40'

GENERAL NOTES:

1. CONSTRUCT WORK IN PHASES. REFER TO SEQUENCING REQUIREMENTS ON SHEET CRUP1.4.
2. REFER TO SHEETS CRUP1.1 & CRUP2.2 FOR COMMUNICATION RELOCATION UNDERGROUND DETAILS.
3. TO THE GREATEST EXTENT PRACTICABLE, CONTRACTOR SHALL INSTALL UNDERGROUND ELECTRICAL DUCTS IN THE EXISTING DITCH OR ADJACENT UNDERGROUND ELECTRICAL DUCTS INSTALLED THE SAME AS REFERRED TO IN SHEETS CRUP1.1, CRUP1.2, AND CRUP2.2 FOR DETAILS.
4. PROPOSED ELECTRICAL EQUIPMENT LOCATIONS (CIE PMS, ETC) SHOWN FOR REFERENCE ONLY THIS DRAWING.
5. NOTE: ALL COMMUNICATIONS & FIBER OPTIC VAULT ELEVATIONS SHALL BE COORDINATED WITH & CONFORM TO FORM GRADE ELEVATIONS ON SHEETS FOR THROUGH PIS-1 WHEN INSTALLED IN OR ADJACENT TO HIGHWAY.
6. NOTE: ALL 4" FIBER OPTIC DUCTS INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLES SHALL HAVE TWO (2) PACKS (8 CABLES MAXIMUM) OF MAXCELL EDGE INDUCT INSTALLED.
7. NOTE: ALL 2" FIBER OPTIC DUCTS INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLES SHALL HAVE ONE (1) PACK (4 CABLES MAXIMUM) OF MAXCELL EDGE INDUCT INSTALLED.

NUMBERED NOTES

1. STUB UP 2-4" COMMUNICATIONS CONDUITS FOR NEW COMMUNICATIONS RISER.
2. INSTALL COMMUNICATIONS VAULT. STUB UP ALL 4" COMMUNICATIONS CONDUITS INTO VAULT. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CRUP2.2.
3. STUB UP 1-4" COMMUNICATIONS CONDUIT FOR NEW COMMUNICATIONS RISER.
4. INSTALL FIBER OPTIC VAULT FOR CITY OF STARKVILLE USE. STUB ALL 4" FIBER OPTIC CONDUITS INTO VAULT. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CRUP2.2.
5. STUB UP 1-4" FIBER OPTIC CONDUIT FOR CITY OF STARKVILLE FUTURE USE. CAP CONDUIT.
6. TRANSITION FROM COMMUNICATIONS CONDUIT IN TRENCH TO BORED COMMUNICATIONS CONDUIT.
7. INSTALL 1-2" FIBER CONDUIT FOR FUTURE CITY OF STARKVILLE FIBER FROM VAULT TO TRAFFIC SIGNAL CONTROLLER. INSTALL A LONG RADIUS PULLING "UP" IN BOTTOM SECTION OF TRAFFIC SIGNAL CONTROLLER.
8. 1-4" FIBER OPTIC CONDUIT BYPASSES VAULT & GOES SOUTH. OTHER 1-4" FIBER OPTIC CONDUIT BYPASSES VAULT & GOES WEST.

STATE ROUTE 182 IMPROVEMENTS
CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

SCALE: 1" = 40'

DESIGN BY: ATWELL & GENT DATE: MARCH 28, 2024
DRAWN BY: ATWELL & GENT DATE: MARCH 28, 2024
FEDERAL AID PROJECT NO. RD-111(000004)
FHA COUNTY: OKTIBBEHA
SHEET NO. 285

COMMUNICATIONS RELOCATION
UNDERGROUND PLAN

CRUP1.4

KEY MAP

CRUP1.1

CRUP1.2

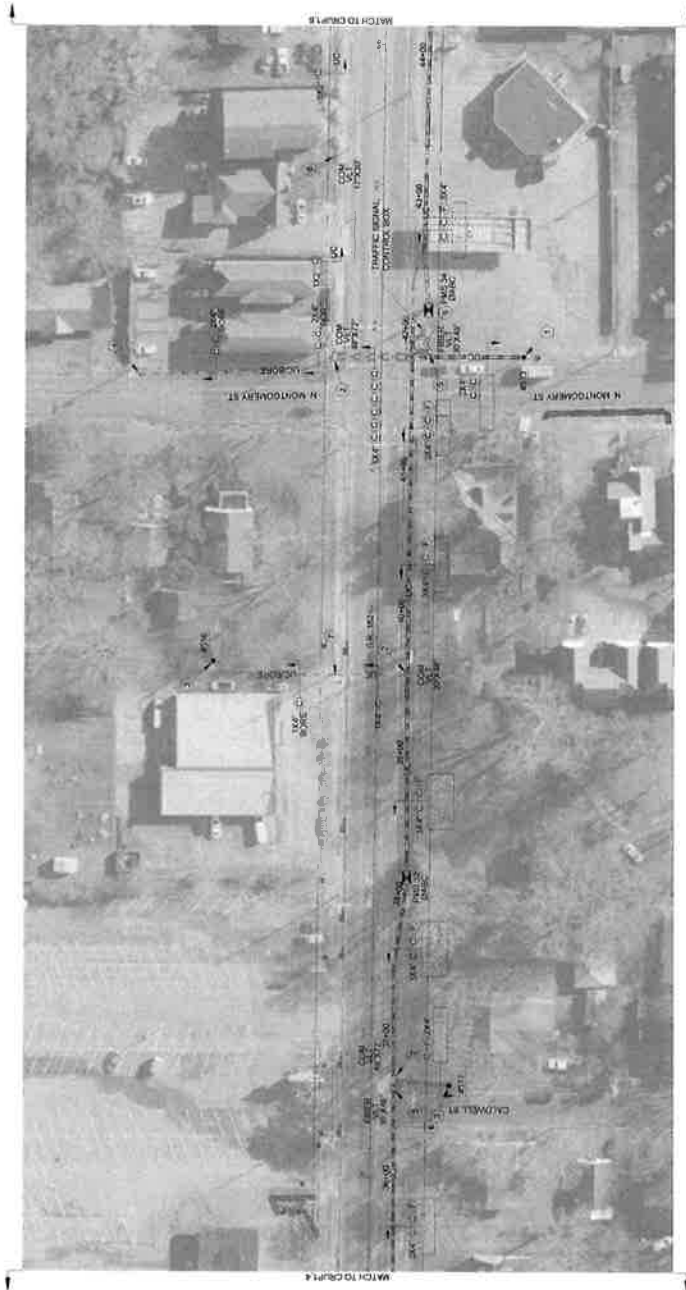
CRUP1.3

CRUP1.4

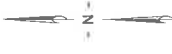
CRUP2.1

CRUP2.2

KEY MAP



KEY MAP

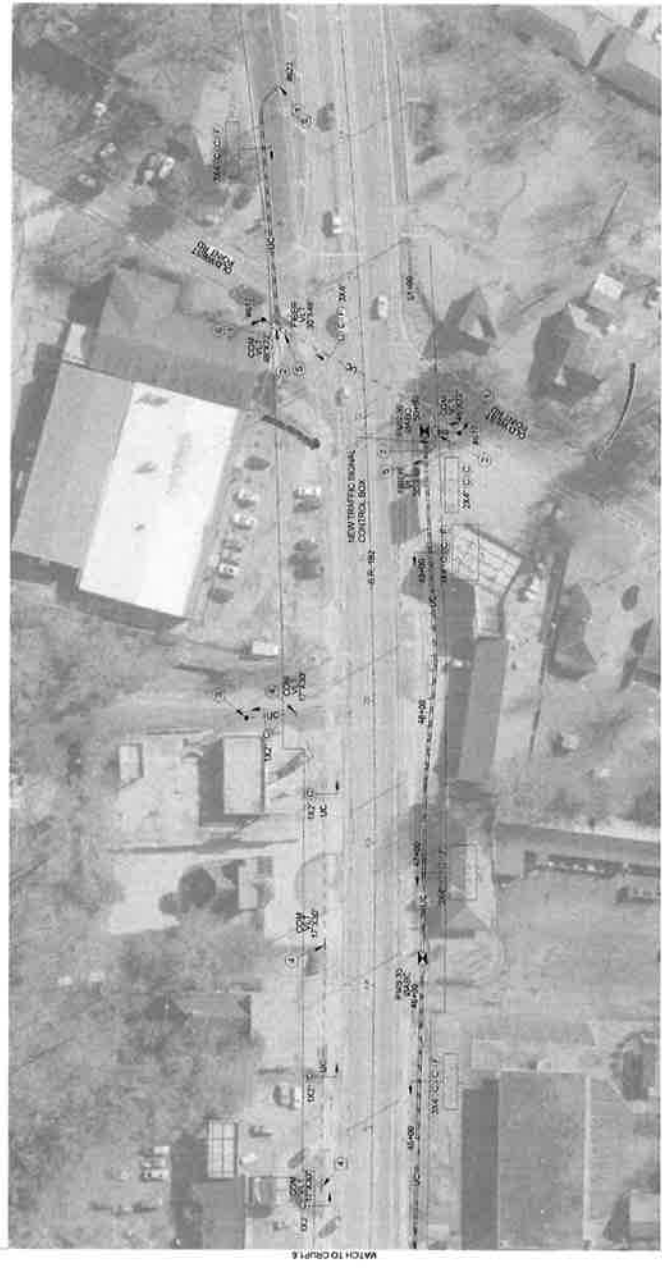


GENERAL NOTES:

1. CONSTRUCT WORK IN PHASES. REFER TO SEQUENCING REQUIREMENTS ON SHEET BRP02.
2. REFER TO SHEETS CRUP1.5 & CRUP2.1 FOR COMMUNICATION RELOCATION UNDERGROUND DETAILS.
3. TO THE GREATEST EXTENT PRACTICABLE, CONTRACTOR SHALL INSTALL COMMUNICATION & FIBER OPTIC DUCTS IN THE SAME DITCH OR HOOD BORE AS UNDERGROUND ELECTRICAL DUCTS INSTALLED THIS PROJECT. REFER TO DUCTBANKS DETAIL ON SHEETS CRUP1.1, CRUP1.1 AND CRUP2.2 FOR DETAILS.
4. PROPOSED ELECTRICAL EQUIPMENT LOCATIONS (C/E, PMS, ETC.) SHOWN FOR REFERENCE ONLY THIS DRAWING.
5. NOTE: ALL COMMUNICATIONS & FIBER OPTIC VAULT ELEVATIONS SHALL BE COORDINATED WITH & CONFORM TO FORM GRADE ELEVATIONS ON SHEET PG-1 THROUGH PG-11 WHEN INSTALLED IN OR ADJACENT TO HARDSCAPE.
6. NOTE: ALL 4" FIBER OPTIC DUCTS INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLES SHALL HAVE TWO (2) PACKS (8 CABLES MAXIMUM) OF MAXCELL EDGE INTERDUCT INSTALLED.
7. NOTE: ALL 2" FIBER OPTIC DUCTS INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLES SHALL HAVE ONE (1) PACK (3 CABLES MAXIMUM) OF MAXCELL EDGE INTERDUCT INSTALLED.

NUMBERED NOTES

1. STUB UP 2-4" COMMUNICATIONS CONDUITS FOR NEW COMMUNICATIONS FIBER.
2. INSTALL COMMUNICATIONS VAULT. STUB UP ALL 4" CONDUITS INTO VAULT. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CRUP1.6.
3. STUB UP 1-2" COMMUNICATIONS CONDUIT FOR NEW COMMUNICATIONS FIBER.
4. INSTALL COMMUNICATIONS VAULT. STUB UP ALL 2" COMMUNICATIONS CONDUITS INTO VAULT. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CRUP2.2.
5. INSTALL FIBER OPTIC VAULT FOR CITY OF STARKVILLE USE. STUB ALL 4" FIBER OPTIC CONDUITS INTO VAULT. REFER TO COMMUNICATIONS VAULT DETAIL ON SHEET CRUP2.2.
6. STUB UP 1-4" FIBER OPTIC CONDUIT FOR CITY OF STARKVILLE FUTURE USE. CAV CONDUIT.
7. INSTALL 1-4" FIBER CONDUIT FOR FUTURE CITY OF STARKVILLE FIBER FROM FIBER VAULT TO TRAFFIC SIGNAL CONTROLLER. INSTALL A LONG RADIUS PULLING LIFT IN BOTTOM SECTION OF TRAFFIC SIGNAL CONTROLLER.



COMMUNICATIONS RELOCATION UNDERGROUND PLAN

SCALE 1"=40'

STATE ROUTE 162 IMPROVEMENTS
CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

COMMUNICATIONS RELOCATION
UNDERGROUND PLAN

WORKING NUMBER
CRUP1.6

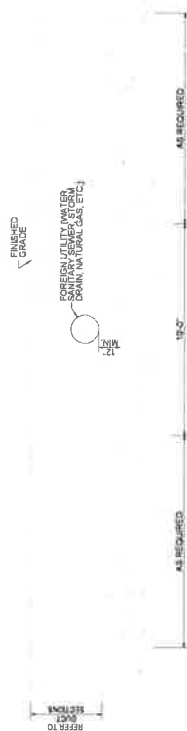
SHEET NUMBER
287

DESIGN BY: ATWELL & GIBBT DATE: MARCH 29, 2024
DRAWN BY: ATWELL & GIBBT DATE: MARCH 29, 2024
FEDERAL AID PROJECT NO. FID-713-002041
FMS CON. NO. 108419.651030

FILE NAME: ELECTRICAL PLANS, REBID, F3_2024-03-28.DWG

CRUP1.6

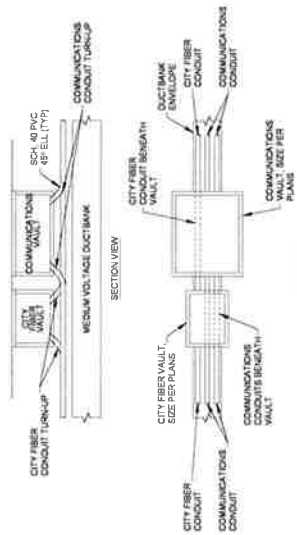
KEY MAP



NOTES

1. WASTEWATER UTILITIES (WATER, SANITARY SEWER, GAS, COLD/HOT WATER, GAS, ETC.) MUST BE CROSSED BY DUCT. CONTRACTOR SHALL MAINTAIN MINIMUM BURIAL DEPTH OF 12" ABOVE OR BELOW SUCH UTILITIES. IN ALL CASES, CONTRACTOR SHALL MAINTAIN MINIMUM BURIAL DEPTH SPECIFIED.
2. WASTES CARRYING A ELEVATION ARE REQUIRED. CONTRACTOR SHALL MINIMIZE THE NUMBER OF BENDS IN DUCTS TO THE GREATEST EXTENT PRACTICABLE.
3. CONTRACTOR SHALL USE FIELD OF DISCHARGING TECHNIQUES FOR COLD/HOT WATER, GAS, ETC. CONTRACTOR SHALL MAINTAIN MINIMUM BURIAL DEPTH OF 12" ABOVE OR BELOW SUCH UTILITIES. IN ALL CASES, CONTRACTOR SHALL MAINTAIN MINIMUM BURIAL DEPTH SPECIFIED.

DUCTBANK CROSSING OTHER UTILITIES DETAIL (TYPICAL)



1. ALL FIBER OPTIC DUCTS INSTALLED FOR FUTURE CITY OF STARKVILLE FIBER OPTIC CABLES SHALL HAVE TWO (2) PACKS (8 CABLES MAXIMUM) OF MAXCELL EDGE INNERDUCT INSTALLED

CONTRACTOR SHALL MAINTAIN TYPICAL DEPTH SHOWN ON DETAIL SECTIONS EXCEPT WHERE REQUIRED TO AVOID ELECTRICAL AND COMMUNICATION DUCTBANKS AND OTHER SITE UTILITIES. IN ALL CASES, CONTRACTOR SHALL MAINTAIN MINIMUM COVER REQUIREMENTS AS SPECIFIED.

CONTRACTOR SHALL UTILIZE PVC ELBES FOR ALL OFFSETS AND BENDS EXCEEDING 15 DEGREES.

CONTRACTOR SHALL UTILIZE PVC ELBES FOR ALL VERTICAL RISERS AT TRANSIT POLES.

CONTRACTOR MAY USE WALLS OF BRICK TO FORM SIDE WALLS OF DRAINAGE BOLLIS.

CONTRACTOR SHALL FORM DRAINAGE BOLLIS WITH CONCRETE IN ALL OTHER CASES. CONTRACTOR SHALL FORM DRAINAGE BOLLIS TO ALLOWING CONCRETE.

CONTRACTOR SHALL KEEP CONCRETE SUFFICIENTLY UNIFORM. PLACEMENT OF EXCESSIVE AMOUNTS OF CONCRETE SHALL BE VOIDED.

COMMUNICATIONS RELOCATION UNDERGROUND DETAILS

FILE NAME ELECTRICAL PLANS RE-BID IFB 2024-03-28 DWG

HISTORIC STARKVILLE

 MISSISSIPPI'S COLLEGE TOWN

CITY OF STARKVILLE

 ENGINEERING DEPARTMENT

 110 W MAIN ST, STARKVILLE MS 39759

CONTRACT CHANGE ORDER

DATE:	10/14/2025
ORDER NO.:	One (1)
CONTRACT FOR:	Term Contract for Annual Pavement Surface Treatments
OWNER:	City of Starkville
CONTRACTOR:	T. L. Wallace Construction, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications.

Description of Changes (Supplemental Plans and Specifications Attached, if any)	DECREASE in contract price	INCREASE in contract price
Term Adjustment (1 Year)		
Totals =	\$ -	\$ -
Net Change in Contract Price =	\$ -	\$ -

Justification: This change order increases the term of the contract for one additional year with two (2) optional years remaining.

The amount of the Contract will be ~~(increased) / (decreased)~~ by the sum of:

\$ -

The Contract Total including this and previous change orders will be:

Unit Price Contract with No Total

The Contract Period provided for completion will be (increased) / ~~(decreased)~~ / (unchanged) by:

365 calendar days

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted:

Lynn Spruill
Owner (print)

[Signature]
(signature)

10/21/25
(date)

Accepted:

Contractor (print)

(signature)

(date)

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
CITY OF STARKVILLE
ENGINEERING DEPARTMENT
110 W MAIN ST, STARKVILLE MS 39759

CONTRACT CHANGE ORDER

DATE:	10/13/2025
ORDER NO.:	2
CONTRACT FOR:	Term Contract for Annual Pavement Striping
OWNER:	City of Starkville
CONTRACTOR:	JC Cheek Contractors, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications.

Description of Changes (Supplemental Plans and Specifications Attached, if any)	DECREASE in contract price	INCREASE in contract price
Term Adjustment (1 Year) Unit Prices Increased by 3.3% per CPI Index (See attachment)		
Totals =	\$ -	\$ -
Net Change in Contract Price =	\$ -	\$ -

Justification: This change order increases the term of the contract for one additional year with two (2) optional years remaining.

The amount of the Contract will be (increased) / (decreased) by the sum of:

See attached unit prices

The Contract Total including this and previous change orders will be:

Unit Price Contract with No Total

The Contract Period provided for completion will be (Increased) / ~~(decreased)~~ / ~~(unchanged)~~ by:

365 calendar days

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted:

Lynn Spruill
Owner (print)

[Signature]
(signature)

10/21/25
(date)

Accepted:

Contractor (print)

(signature)

(date)

Term Bid Contract for Annual Pavement Striping - FY 2026 Renewal

	Month	CPI Index
Original Contract	March 2024	\$306.349
FY 2026 Renewal	August 2025	\$316.530

Percent Change = 3.3%

			Original Unit Prices	Updated FY 2026
Item No.	Description	Unit	Unit Price	Unit Price
1	4" Thermoplastic Traffic Stripe, Skip White	LF	\$ 1.00	\$ 1.03
2	4" Thermoplastic Edge Stripe, Continuous White	LF	\$ 1.00	\$ 1.03
3	4" Thermoplastic Traffic Stripe, Skip Yellow	LF	\$ 1.00	\$ 1.03
4	4" Thermoplastic Traffic Stripe, Continuous Yellow	LF	\$ 1.00	\$ 1.03
5	Thermoplastic Detail Stripe, 4" White	LF	\$ 2.50	\$ 2.58
6	Thermoplastic Detail Stripe, 4" Yellow	LF	\$ 2.50	\$ 2.58
7	Thermoplastic Detail Stripe, 4" Green	LF	\$ 12.00	\$ 12.40
8	Thermoplastic Detail Stripe, 4" Blue	LF	\$ 9.00	\$ 9.30
9	Thermoplastic Legend, Blue	EA	\$ 1,000.00	\$ 1,033.23
10	Thermoplastic Legend, White	SF	\$ 18.00	\$ 18.60
11	Thermoplastic Legend, Green	SF	\$ 30.00	\$ 31.00
12	Thermoplastic Legend, 24 in. Stop Bar	LF	\$ 4.00	\$ 4.13
13	4" Painted Stripe, Solid White	LF	\$ 0.75	\$ 0.77
14	4" Painted Stripe, Skip White	LF	\$ 0.75	\$ 0.77
15	4" Painted Stripe, Solid Yellow	LF	\$ 0.75	\$ 0.77
16	4" Painted Stripe, Skip Yellow	LF	\$ 0.75	\$ 0.77
17	4" Painted Stripe, Solid Blue	LF	\$ 6.00	\$ 6.20
18	Painted Legend, Blue	EA	\$ 500.00	\$ 516.62
19	24" Stop Bar, Paint	LF	\$ 2.50	\$ 2.58
20	Temp. 4" Painted Stripe, Solid White	LF	\$ 0.50	\$ 0.52
21	Temp. 4" Painted Stripe, Skip White	LF	\$ 0.50	\$ 0.52
22	Temp. 4" Painted Stripe, Solid Yellow	LF	\$ 0.50	\$ 0.52
23	Temp 4" Painted Stripe, Skip Yellow	LF	\$ 0.50	\$ 0.52
24	Temp 24" Stop Bar	LF	\$ 0.50	\$ 0.52
25	Removal of Markings	LF	\$ 5.00	\$ 5.17
26	Removal of Legend	SF	\$ 10.00	\$ 10.33

Databases, Tables & Calculators by Subject

 [Special Notices](#) 4/25/2024

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From: To: 

☐ include graphs ☐ include annual averages

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Data extracted on: October 13, 2025 (11:32:27 AM)

Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWSR0000SA0
Seasonally Adjusted
Series Title: All items in U.S. city average, urban wage earners and clerical workers, seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	229.498	230.264	230.948	231.118	232.035	232.720	233.021	232.967	232.092	232.262	232.491	232.088		
2016	231.862	231.279	232.202	233.163	233.740	234.419	234.117	234.480	235.193	235.776	235.992	236.654		
2017	237.715	238.014	237.848	238.053	237.796	237.927	237.953	239.005	240.452	240.539	241.387	241.903		
2018	243.025	243.683	243.539	244.258	244.816	245.079	245.270	245.780	246.246	246.943	246.567	246.439		
2019	246.045	246.885	247.940	249.004	248.992	248.709	249.349	249.493	249.877	250.651	251.367	252.262		
2020	252.628	252.645	251.398	249.134	248.928	250.247	251.773	252.831	253.675	253.979	254.569	255.787		
2021	256.475	257.563	258.971	260.751	262.787	265.342	266.586	267.353	268.662	271.456	274.002	276.138		
2022	277.954	280.025	283.226	283.938	286.920	291.124	290.584	290.332	291.413	292.930	293.594	293.294		
2023	295.059	295.847	295.849	297.103	297.507	298.332	298.719	300.519	301.777	301.972	302.323	302.928		
2024	303.733	305.121	306.349	307.211	307.233	307.010	307.410	307.843	308.539	309.161	309.945	311.162		
2025	312.776	313.323	313.175	313.729	313.961	314.858	315.279	316.530						

U.S. BUREAU OF LABOR STATISTICS Office of Publications and Special Studies Suitland Federal Center Floor 7 4600 Silver Hill Road Washington, DC 20212-0002

Telephone: 202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
CITY OF STARKVILLE
ENGINEERING DEPARTMENT
110 W MAIN ST, STARKVILLE MS 39759

CONTRACT CHANGE ORDER

DATE:	10/13/2025
ORDER NO.:	2
CONTRACT FOR:	Term Contract for Annual Asphalt Overlays
OWNER:	City of Starkville
CONTRACTOR:	Falcon Contracting Co., Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications.

Description of Changes (Supplemental Plans and Specifications Attached, if any)	DECREASE in contract price	INCREASE in contract price
Term Adjustment (1 Year)		
Totals =	\$ -	\$ -
Net Change in Contract Price =	\$ -	\$ -

Justification: This change order increases the term of the contract for one additional year with two (2) optional years remaining.

The amount of the Contract will be ~~(increased)~~ / ~~(decreased)~~ by the sum of:

\$ -

The Contract Total including this and previous change orders will be:

Unit Price Contract with No Total

The Contract Period provided for completion will be (increased) / ~~(decreased)~~ / ~~(unchanged)~~ by:

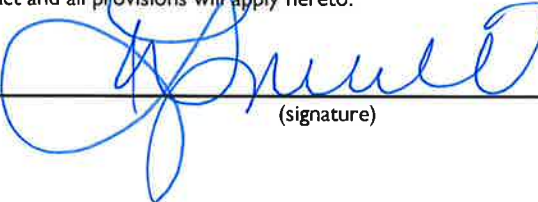
365 calendar days

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted:

Lynn Spruill

Owner (print)



(signature)

10/21/25

(date)

Accepted:

Contractor (print)

(signature)

(date)

11. CONSIDERATION OF FISCAL YEAR 2025 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of fiscal year 2025 budget adjustments” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF SEPTEMBER 2025 FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of September 2025 financial statements” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL OF THE LOW QUOTE FROM TABOR TO INSTALL METAL BUILDING AT FIRE STATION 5 IN THE AMOUNT OF \$35,274.22.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Tabor to install metal building at fire station 5 in the amount of \$35,274.22” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL OF THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION TO REPAIR BROKEN CONCRETE IN FRONT OF FIRE STATION 1 NEAR BAY DOOR IN THE AMOUNT OF \$6,375.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Groundstone Construction to repair broken concrete in front of fire station 1 near bay door in the amount of \$6,375.00” is enumerated, this consent item is thereby approved.

15. COSIDERATION TO HIRE DANIEL HANCOCK AND WALTER STEWART AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval hire Daniel Hancock and Walter Stewart as non-certified firefighters in the Starkville fire department” is enumerated, this consent item is thereby approved.

Budget Adjustments

General Fund Revenues

230 – Intergovernmental Revenues	470,000
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General Fund Expenditures

100 – Board of Aldermen

400 – Personnel Services	(440)
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600 – Contractual Services	440
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110 – Municipal Court

400 – Personnel Services	(9,200)
--------------------------	---------

600 – Contractual Services	9,200
----------------------------	-------

120 – Mayor’s Office

500 – Supplies	(4,000)
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600 – Contractual Services	(14,000)
----------------------------	----------

123 – IT

400 – Personnel Services	(10,000)
--------------------------	----------

500 – Supplies	(450)
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600 – Contractual Services	(7,550)
----------------------------	---------

900 – Capital Outlay	(30,000)
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130 – Elections

500 – Supplies	(500)
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600 – Contractual Services	(6,800)
----------------------------	---------

142 – City Clerk’s Office

400 – Personnel Services	(4,000)
--------------------------	---------

500 – Supplies	(500)
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600 – Contractual Services	77,100
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192 – General Government Bldg & Plant

600 – Contractual Services	(1,000)
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900 – Capital Outlay	1,000
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169 – Legal

600 – Contractual Services	(35,000)
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180 – Human Resources

400 – Personnel Services	(10,000)
--------------------------	----------

600 – Contractual Services	(2,900)
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900 – Capital Outlay	(3,000)
----------------------	---------

190 – City Planner

400 – Personnel Services	(2,000)
--------------------------	---------

900 – Capital Outlay	(3,000)
----------------------	---------

191 – External Services

400 – Personnel Services	(20,000)
--------------------------	----------

192 – General Government Bldg & Plant

500 – Supplies (500)

600 – Contractual Services (26,500)

195 – Transfers to Other Agencies

990 – Transfers 20,600

197 – Engineering

400 – Personnel Services (105,000)

600 – Contractual Services 26,500

900 – Capital Outlay (2,000)

201 – Police

400 – Personnel Services 86,250

500 – Supplies 47,800

600 – Contractual Services 75,600

700 – Grants, Subsidies and Allocations 5

900 – Capital Outlay (3,000)

245 – Dispatchers

400 – Personnel Services (12,500)

600 – Contractual Services 200

246 – Code Enforcement

400 – Personnel Services (25,000)

500 – Supplies 750

600 – Contractual Services (2,000)

254 – DUI Grant

400 – Personnel Services (38,000)

261 – Fire Department

400 – Personnel Services 8,000

500 – Supplies (30,000)

600 – Contractual Services 2,950

900 – Capital Outlay 7,050

281 – Building/Community Development

400 – Personnel Services (40,000)

500 – Supplies (2,000)

290 – Civil Defense/Warning System

600 – Contractual Services (2,400)

900 – Capital Outlay 3,700

301 – Street

400 – Personnel Services (5,000)

500 – Supplies (15,000)

600 – Contractual Services 148,000

900 – Capital Outlay 5,350

550 – Parks and Recreation

600 – Contractual Services (22,000)

Fund 015 – Airport

360 – Charges for Services (45,250)

500 – Supplies 81,100

600 – Contractual Services 14,150

700 – Grants, Subsidies and Allocations (50,000)

Fund 022 – Sanitation

340 – Miscellaneous (11,400)

400 – Personnel Services (3,000)

500 – Supplies (18,000)

600 – Contractual Services 32,300

800 – Debt Service 100

Fund 120 – Modernization Use Tax

230 – Intergovernmental Revenues (16,000)

600 – Contractual Services 16,000

Fund 311 – Main Street Corridor Improvements Project

230 – Intergovernmental Revenues (16,000)

600 – Contractual Services 16,000

Fund 313 – Spring/Hwy 12 Linkage

380 – Transfers (451,745)

600 – Contractual Services 451,745

Fund 375 – Park and Rec Tourism

230 – Intergovernmental Revenues (17,000)

600 – Contractual Services 17,000

Fund 700 – Stark/Hospital Road

340 – Miscellaneous (1,385)

990 – Transfers 1,385

Electric Fund

100 – Electric Sales (4,555,000)

110 – Forfeited Customer Discounts (65,000)

111 – Misc. Service Revenue (25,000)

130 – Water Sewer Reimbursement (320,000)

131 – Sanitation Reimbursement (80,000)

Collection Fee Revenue (5,000)

151 – Purchased Power Expense 4,500,000

200 – Employee Salaries 150,000

202 – Employer Cont. – State Retirement 10,000

203 – Employer Cont. – Social Security 12,000

205 – Payroll Expense from Other Depts	500
300 – City Administrative Cost Reimb.	20,000
303 – Contract Services	(27,500)
305 – Insurance	6,000
307 – Office Supplies	60,000
308 – Safety Supplies	10,000
309 – Uniforms	1,000
310 – Utilities	22,000
312 – Dues	15,000
314 – Bank Fees	500
Collection Fees	1,500
316 – Advertising	4,000
401 – ROW Clearing	90,000
500 – Capitalized Materials & Supplies	55,000
502 – Assets Purch. – Equip, Vehicles, IT Equip	120,000

Water Fund

100 - Water Sales Revenue	(80,000)
101 - Sewer Sales Revenue	(150,000)
Water Back Billed Revenue	(10,000)
Sewer Back Billed Revenue	(10,000)
117 - Federal & State Grant Revenue	700,000
State Appropriation Funds	(700,000)
200 - Employee Wages	(600,500)
204 - Employer Cont. – Group Insurance	36,000
205 - Payroll Expense from Other Departments	210,000
306 – Communications	12,000
IT/Software	3,000
309 – Uniforms	15,000
311 – Travel & Training	15,000
312 – Dues	1,500
316 – Advertising	3,000
400 – Expensed Materials & Supplies	250,000
Aerator Expense	150,000
408 – Tank & Well Maintenance	20,000
600 – Interest Expense on Long-term Debt	135,000

16. COSIDERATION TO HIRE DAVID KELLEY AS TEMPORARY NON-CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval hire David Kelley as temporary non-certified firefighter in the Starkville fire department” is enumerated, this consent item is thereby approved.

17. COSIDERATION TO HIRE THEODIS WEAVER AS A TEMPORARY WATER TREATMENT OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval hire Theodis Weaver as a temporary water treatment operator in the Starkville utilities department” is enumerated, this consent item is thereby approved.

18. COSIDERATION TO HIRE CARA JARANCIK AS AN ENGINEERING CO-OP IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval hire Cara Jarancik as an engineering co-op in the Starkville utilities department” is enumerated, this consent item is thereby approved.

19. COSIDERATION TO HIRE BRILEY HARPER AS A STUDENT INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval hire Briley Harper as a student intern in the Starkville utilities department” is enumerated, this consent item is thereby approved.

20. COSIDERATION TO HIRE SEAN RAMOS AS AN ENGINEERING CO-OP IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval hire Sean Ramos as an Engineering co-op in the Engineering department” is enumerated, this consent item is thereby approved.

21. COSIDERATION TO HIRE SHAQUILLE ANDREWS AND DONNIE SCALES, JR. AS SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent,

whereby the “approval hire Shaquille Andrews and Donnie Scales, Jr. as Sanitation workers in the Sanitation & environmental services department” is enumerated, this consent item is thereby approved.

22. COSIDERATION OF APPROVAL OF THE LOW QUOTE IN THE AMOUNT OF \$22,200 FROM MAGCOR FOR 16 PICNIC TABLES FOR MCKEE PARK PAVILIONS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote in the amount of \$22,200 from Magcor for 16 picnic tables for Mckee Park pavilions” is enumerated, this consent item is thereby approved.

23. COSIDERATION OF APPROVAL OF THE CHANGE ORDER #6 FOR THE MCKEE PARK IMPROVEMENTS PROJECT IN THE AMOUNT OF AN \$8,626.55 INCREASE WITH ETHOS CONTRACTING GROUP.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the change order #6 for the Mckee Park improvements project in the amount of an \$8,626.55 increase with Ethos Contracting Group” is enumerated, this consent item is thereby approved.

24. COSIDERATION OF APPROVAL OF THE LOW QUOTE IN THE AMOUNT OF \$6,000 FROM H&H CONSTRUCTION AND EXCAVATING FOR INSTALLATION OF A CITY-FURNISHED WATER FOUNTAIN AT THE MCKEE PICKLEBALL COURTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the low quote in the amount of \$6,000 from H&H construction and excavating for installation of a city-furnished water fountain at the Mckee pickleball courts” is enumerated, this consent item is thereby approved.

25. COSIDERATION OF APPROVAL TO PROVIDE A MIGRATION PATH FROM GENETEC STRATOCAST TO GENETEC SAAS WITH CONVERGINT AS THE SELLER FOR THE YEARLY RENEWAL OF GENETEC STRATOCAST CAMERA STORAGE AND MONITORING SOFTWARE FOR POLICE DEPARTMENT CAMERAS AT A TOTAL COST OF \$31,447.69.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to provide a migration path from Genetec Stratocast to Genetec Saas with Convergent as the seller for the yearly renewal of Genetec Stratocast camera storage and monitoring software for police department cameras at a total cost of \$31,447.69” is enumerated, this consent item is thereby approved.

26. COSIDERATION UNDER MISSISSIPPI CODE ANNOTATED §21-19-11 (2) AND AS ADOPTED BY THE CITY OF STARKVILLE BOARD OF ALDERMEN, THE FOLLOWING PROPERTIES ARE FOUND IN VIOLATION OF SAID

ORDINANCE AND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND ARE THEREFORE PLACED ON THE PROPERTY MOWING LIST:

- **209 W GILLESPIE ST**
- **506 SPRING ST**
- **400 SCALES ST**

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval under Mississippi Code Annotated §21-19-11 (2) and as adopted by the City of Starkville Board of Aldermen, the following properties are found in violation of said Ordinance and are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and are therefore placed on the property mowing list” is enumerated, this consent item is thereby approved.

- 209 W GILLESPIE ST
- 506 SPRING ST
- 400 SCALES ST

27. COSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2026 THROUGH JUNE 30, 2026.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to advertise for source of supply bids for the Electric and Water divisions of Starkville utilities, with the intent of awarding the source of supply contracts for January 1, 2026 through June 30, 2026” is enumerated, this consent item is thereby approved.

28. COSIDERATION OF ACCEPTING THE LOW QUOTE FROM CONTROL SYSTEMS, INC. FOR VARIABLE FREQUENCY DRIVES MATERIAL PURCHASE, INSTALLATION, AND PROGRAMMING FOR TRIM CANE PUMP STATION IN THE AMOUNT OF \$11,502.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low quote from Control Systems, inc. for variable frequency drives material purchase, installation, and programming for Trim Cane Pump Station in the amount of \$11,502.00” is enumerated, this consent item is thereby approved.

29. COSIDERATION TO DECLARE A FORD NEW HOLLAND TRACTOR (SERIAL NUMBER: UP31492) AND TRAILER AS SURPLUS AND SELL ON GOVDEALS.COM.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to declare a Ford New Holland tractor (serial number: up31492) and trailer as surplus and sell on govdeals.com” is enumerated, this consent item is thereby approved.

30. COSIDERATION TO RESCIND THE CONTRACT WITH THE CASSADY COMPANY INC. AND APPROVE THE DESIGN AGREEMENT WITH HAZEN AND SAWYER FOR THE ENGINEERING SERVICES RELATED TO THE JOSEY CREEK LIFT STATION REHABILITATION PROJECT IN THE AMOUNT TO BE NEGOTIATED.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to rescind the contract with the Cassady Company Inc. and approve the design agreement with Hazen and Sawyer for the Engineering services related to the Josey Creek Lift Station rehabilitation project in the amount to be negotiated” is enumerated, this consent item is thereby approved.

31. COSIDERATION TO ADVERTISE FOR BIDS FOR THE HEADWORKS CONSTRUCTION AND CLARIFIER REHAB PROJECT AT THE WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve the October 21, 2025 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Headworks Construction and Clarifier Rehab Project at the Wastewater Treatment Plant” is enumerated, this consent item is thereby approved.



Schedule A Services

Project Understanding

The City of Starkville is anticipating growth in the North Star Industrial Park which is in the Josey Creek Pump Station basin. This scope of work is for Hazen to provide engineering services related to upgrading the existing submersible duplex pump station with a completely new station. The new station is to be located on adjacent property requiring relocation of the gravity sewer, extension of the forcemain, and extension of a gravel access drive. Once the new station is operational, the existing station will be converted into an upstream manhole. The scope of work includes engineering design, bid assistance and limited construction phase services to relocate the pump station, upgrade the electrical system, and replace associated station piping while maintaining the existing station in service.

Subconsultants

- Blake Hindman / Hindman Surveying LLC – Topographic Survey
- Phil Black / Jackson, Renfro, & Associates, Inc. – Electrical
- Building & Earth Science – Geotechnical Investigation

Task 1 – Preliminary Design

This task will begin with a project Kickoff Meeting to review the project scope and schedule and to discuss project goals. As part of this task, Hazen will summarize potential wastewater flows for the new upgraded pump station for both existing conditions and for a future planning period (timeframe to be determined by Starkville). Starkville will provide directions as to what inflow should be included in sizing the new station.

Hazen will develop design criteria and schematic drawings based upon survey data for the gravity sewer, force main and pump station, including pipeline alignment and preliminary pipeline profiles. Drawings will include site plan and surface profile and will note potential conflicts in the alignment corridor. In addition, a Technical Memorandum (TM) documenting the basis of design for improvements including pump selection, electrical, instrument and controls, structural, piping and space considerations, develop an estimated opinion of construction cost (OPCC) and an overall schedule for the project. Availability of the pumps, electrical components and supply chain concerns will be outlined as a part of the preliminary design. The project includes replacement of the following Josey Creek Pump Station items:

- New submersible duplex sewer pump station on adjacent property to existing pump station
- New electrical service with MCC in panel on concrete slab
- Electrical Hookup for Portable Generator
- New gravel access road to pump station site from the end of the existing gravel cul-de-sac
- Quick connection for emergency diesel driven dri-prime pump
- New flow meter
- New gravity sewer main between existing pump station wetwell and new pump station
- New required sewer force main extension and connection to existing sewer force main.
- Demolition / Removal of existing pump station electrical, pumps, flow meters, etc.

Hazen

- Convert existing wet well to upstream manhole
- Odor/corrosion control system (Not anticipated)

Deliverables

- Kickoff meeting notes summary (PDF format provided by e-mail)
- Meeting agendas and summaries
- TM (in pdf format)

Meetings

- Meeting #1 onsite Kickoff meeting including a site visit with electrical and mechanical leads
- Meeting #2 TEAMS meetings with Starkville Utilities water model consultant
- Meeting #3 TEAMS meetings for updates and review of TM

Task 2 – Field Services

Task 2A – Environmental Survey

Desktop Review

Hazen will perform a desktop review prior to performing the field delineation. The desktop review will include review of aerial photography, topographic information, National Wetlands Inventory (NWI) data and Natural Resources Conservation Service (NRCS) on-line Web Soil Survey (WSS) to identify soil types in the vicinity of the site. The desktop review will also include a review of cultural resources using the State of Alabama National Register of Historic Places (NHRP) and threatened and/or endangered species using IPAC data available online.

Field Delineation

Hazen will perform wetland and stream delineation in accordance with the methods listed in the 1987 USACE Wetland Delineation Manual. Hazen will conduct wetland and stream delineation / determination for a 100-foot-wide corridor along the project alignment as determined in Task 1 TM.

Boundaries and data points of jurisdictional wetlands will be flagged and data points recorded using USACE data forms and ordinary high-water marks will be flagged. Flagging will be located during Task 2B, Field Survey.

Wetland and stream locations will be used to confirm the project alignment, with the intent that permanent impacts to streams or wetlands will not exceed the limits that would require USACE compensatory mitigation. Locations will be used in the development of a USACE Nationwide Permit, as described in Task 4, Permitting.

Task 2B – Field Survey and Easement Documents

Field survey will be performed by Hindman Surveying under a subcontract to Hazen. They will perform utility location and provide an engineering base survey and provide permanent and temporary construction easement documents (plats and legal descriptions) as needed.

Hazen

Task 2C – Geotechnical Investigation

Geotechnical subsurface investigation will be performed by Building & Earth Sciences under a subcontract to Hazen. They will perform a geotechnical investigation at the proposed sewer pump station site.

Task 2D – Easement Acquisition Support

This proposal does not propose providing title opinion, land value appraisals, or primary responsibility for easement acquisition. It is assumed that these services will be provided by Starkville and are not included in the Hazen contract agreement.

Meetings

No meetings are anticipated for this task outside of site visits that may occur concurrent with the field services.

Deliverables

- Location survey including wetland and stream features delineated in Task 2A (in .DWG)
- Easement plats and legal descriptions
- Geotechnical subsurface investigation report

Task 3 – Detailed Final Design

Following Starkville Utilities' approval of the preliminary design, Hazen will develop a detailed final design along with a set of bid documents and assist with bidding the project. The deliverables will be provided in accordance with Hazen design standards documents incorporating any Starkville Utilities design standards. Unless otherwise directed by Starkville, the project bid package will be developed based on Engineers Joint Contract Documents Committee (EJCDC) front end documents, and Hazen standard specifications and details. Each deliverable will include an electronic pdf of the deliverable report, specifications and drawing set. An updated OPCC will be provided with the Final Design.

Flood Study (If Required for an Additional Fee)

The existing Josey Creek Pump Station is alongside/adjacent to Josey Creek and the area where the proposed pump station and access road are all or partially located in the flood zone. This area as shown on the current Flood Insurance Rate Map (FIRM) is located in a flood hazard area, Zone A, without a base flood elevation (BSE). To make sure that the electrical service and controls are constructed above the flood zone, the base flood elevation is needed. If Starkville Utilities has determined and documented the BSE as part of a previous project, a flood study may not be needed. However, if the BSE is unknown, a detailed study of this stretch of Josey Creek will be needed to determine the extent and elevation of the 100-year flood.

Conveyance System

Drawings will include a combination of gravity sewer and force main, as described in Task 1 and determined through development of the Task 1 TM. Design will include plan and profile, access

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road, erosion control, details and notes required for permitting. Hazen will prepare the following drawings:

- Cover, Index, Notes, and Details
- Site Plan
- Pipe Plan and Profile, including air release valve locations
- Erosion, Sedimentation, and Pollution Control Plan

Sewer Pump Station

Hazen anticipates that the sewer pump station will include the following components:

- 3.0 MGD - 4.0 MGD combined pump capacity
- A precast concrete wet-well to accommodate two pumps with space to accommodate anticipated system expansion
- A control panel to be constructed on a concrete pad
- Station layout will be designed to meet future flows by adding pumps or upsizing pumps.
- Connection to SCADA system for remote monitoring
- Hook-up for a portable Generator connection if needed for backup power.
- Drawings and specifications to include civil, stormwater management, electrical, mechanical, instrumentation and controls
- Configuration to be coordinated with Starkville based upon its preference and standards.
- Pump station will require an access road from an existing private right-of-way. Location of road to be determined during Task 1. Construction drawings will include access road design
- Pump station site design will require stormwater control BMPs

Deliverables:

- Preliminary Design includes primary plan sheets and the TM
- Final Design includes a full set of design plans and specification package bid ready
- Construction cost estimates

Meetings

- Three (3) formal design team meetings – one (1) meeting in person or a combined TEAMS meeting to review the Preliminary and Final Design.

Task 4 – Permitting

Hazen will provide permitting services, prepare permit application forms, and facilitate permit issuance for the project. Starkville will be responsible for all associated permit fees. Hazen will submit all permit applications to Starkville for review and approval prior to submitting them to permitting agencies. Hazen will manage the permit review process to include communication, review and response to issuing agency comments, and facilitating permit issuance for Starkville. The following permits are expected to be required for this project:

- Mississippi Department of Environmental Quality (MDEQ): Coordinate MDEQ application review with MDEQ, address one set of comments from MDEQ, and attend one site meeting.

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- USACE Nationwide Permit 58, Utility Line Activities: Coordinate permit review with USACE, address one set of comments from USACE, and attend one site meeting.

Meetings and Deliverables

- Hazen will plan and participate in meetings with each permitting agency, if requested.
- The deliverables for this task are the permit applications and final approved permits.

Task 5 – Bidding Assistance

Bid Phase shall include supporting Starkville Utilities during the bid process. Bid documents will be provided in PDF format for electronic distribution via the internet or web-based bidding system. Two (2) printed copies will be provided to Starkville Utilities for public viewing. It is anticipated that a pre-bid conference be conducted to allow potential bidders to become acquainted with the site and discuss any project specifics. Additional Bid Phase Services include:

- Preparing and distributing bid advertisement (paid for by Starkville)
- Distribution of bid documents to potential bidders
- Respond to requests for information submitted by potential bidders
- Attend and provide agenda and minutes for Prebid Meeting
- Prepare addenda
- Assist Starkville Utilities with bid opening and bid analysis
- Prepare a recommendation of award for the lowest responsive bidder

Task 6 – Limited Engineering and Construction Administration During Construction

The construction time is expected to be 150 calendar days; however, supply chain and material delays may extend the construction period. Construction Administration is limited to submittal review only. Services will be at the hourly rates included in Schedule B for an estimated budget of \$12,000. Other Engineering and Administration Construction Support services are not currently included in this contract but are available upon request for an additional fee.

Assumptions

- 1) The existing 16-inch sewer force main condition is sufficient. Wastewater flow projections that maximize flow through the existing 16-inch force main will be used in developing the pump station sizing for flows into the station.
- 2) Starkville Utilities will provide GIS and/or record drawings providing high and low points available along the force main route to be used to estimate the required total dynamic head.
- 3) The new pump station will be a duplex submersible station similar to the existing Josey Creek Pump Station
- 4) Effects to the downstream Trim Cane Pump Station will not be considered. Until upgrades at the Trim Cane Pump Station are constructed, Starkville Utilities understands that increased capacity at the Josey Creek Pump Station may cause downstream surcharging. Any downstream



surcharges will be diverted to the existing surge basin (old lagoon) located at the Trim Cane Pump Station site.

- 5) Starkville Utilities will provide entry notifications to private property owners prior to the field survey and geotechnical subsurface investigation.
- 6) Field survey does not include historic resource survey.
- 7) Compensatory mitigation will not be required for the project.
- 8) If mitigation is required by the USACE, Hazen will not be responsible for compensatory mitigation.
- 9) Starkville Utilities will review all permitting documents and attend any meetings with outside agencies
- 10) An Individual Permit will not be required by the USACE.
- 11) Starkville Utilities has determined and documented the BSE as part of a previous project and a flood study is not needed. If required to determine the BFE, a flood study can be provided for an additional fee.
- 12) Pump station to be constructed outside of FEMA Floodplain.
- 13) A FEMA letter of map revision (LOMR) will not be required.
- 14) Starkville Utilities will help resolve any permit requirement conflicts between various permitting agencies.
- 15) Starkville Utilities will coordinate with property owners to access properties within the project corridor(s). Hazen will assist as needed/requested.
- 16) Easements and legal descriptions in addition to the pump station property and access road will be provided by Hindman Surveying at an additional cost.
- 17) Easement acquisition services (including title opinion, appraisals, and acquisition) are to be performed by others.
- 18) The project will be bid once and as a single construction contract.



**Schedule B
Fees**

**LABOR BILLING RATE SCHEDULE
(January 1, 2025 – December 31, 2026)**

In the event the Owner and the Engineer execute a Work Authorization under this Agreement, the following hourly billing rates, inclusive of all direct and indirect overhead and profit, shall be the rates for labor by employee classification that may be charged by the Engineer:

Employee Classification	Hourly Rate
Vice President	\$285.00
Chief Engineer	\$280.00
Senior Associate	\$250.00
Associate 2	\$230.00
Associate 1	\$210.00
Senior Principal Engineer/Designer	\$195.00
Principal Engineer	\$175.00
Engineer	\$160.00
Assistant Engineer II	\$145.00
Assistant Engineer I	\$125.00
Senior Principal Scientist	\$180.00
Principal Scientist	\$155.00
Scientist	\$140.00
Technician	\$85.00
Senior Operations Specialist	\$200.00
Operations Specialist	\$160.00
Construction Manager	\$200.00
Senior Resident Project Representative 2	\$180.00
Senior Resident Project Representative 1	\$160.00
Resident Project Representative	\$135.00
Office Support	\$80.00

The following expenses are reimbursable work items and will be charged at cost:

- Travel expenses
- Bulk reproduction/shipping costs of reports, drawings and specifications, etc.
- Charges for permit fees and reviews by government agencies

Compensation for the Scope of Services as described in Schedule A, will be based on the above listed hourly rates with a not to exceed amount as follows:

Design Services \$157,300
Construction Submittal Review \$12,000
Total Not To Exceed Contract \$169,300



Agreement for Professional Services

This Agreement for Professional Services ("Agreement") is dated _____ ("Effective Date") and is between Hazen and Sawyer, D.P.C., headquartered at 498 Seventh Avenue 11th Floor, New York, NY 10018 ("Hazen") and City of Starkville headquartered at 110 West Main Street, Starkville, Mississippi 39759 ("Client").

Hazen Project Manager	Client Project Manager
Name: Brian Green, P.E.	Name: Mary Williams, P.E.
Address: 1490 Northbank Parkway, Suite 240 Tuscaloosa, Alabama 35406	Address: 605 Martin Luther King, Jr. Drive East Starkville, Mississippi 39759
Email: rbgreen@hazenandsawyer.com	Email: mwilliams@starkvilleutilities.com

The "Project" is:

Project Number: _____

Project State: Mississippi

Project Description: Josey Creek Sewer Pump Station Improvements

WHEREAS, Client requests Hazen's services in connection with the Project; and

WHEREAS, Hazen agrees to provide such services in accordance this Agreement.

THE PARTIES AGREE:

1. Scope of Work.

- a. **Services.** Hazen shall provide to Client the services expressly set out in Schedule A, Services ("Services"). Items not set out in Schedule A do not form part of the Services. Hazen shall commence Services upon receipt of a Notice to Work, and Hazen shall complete its obligations within a reasonable time.
- b. **Deliverables.** The "Deliverables" consist of the reports, drawings, specifications and other construction related deliverables as set forth in Schedule A, Services and that were created specifically for Client's use pursuant to this Agreement. Client grants Hazen a fully paid, irrevocable license to reuse the Deliverables, except to the extent the Deliverables contain Client's Confidential Information (as defined below). Either party's use of Deliverables; (i) other than for the Project, (ii) in any manner not described in this Agreement, or (iii) prior to completion of the Deliverables, is at such party's sole risk without liability to the other party.
- c. **Standard of Care.** Hazen shall perform the Services with the care and skill ordinarily exercised by members of the same profession currently practicing in the same locality on projects of similar size, scope and complexity at the time the services are performed. **Hazen makes no warranties, express or implied, under**

Hazen

this Agreement or otherwise. If Hazen's Services fail to meet the standard of care, then, as Client's sole remedy, Hazen will either, in Hazen's election, reperform or refund the cost of the failed Services.

- d. **Compliance with Laws.** Hazen shall comply with applicable laws in effect as of the Effective Date. In the event of a change in applicable law that impacts the Services, the parties shall negotiate an amendment in good faith. If an agreement cannot be reached, then the dispute resolution procedures shall apply.
- e. **Subcontracting.** Hazen may subcontract the Services, in whole or in part, to third parties. Hazen shall ensure its subcontractors comply with the provisions of this Agreement that are applicable to the Services being subcontracted.
- f. **No Liability for Contractors.** Hazen is not liable to Client for the work completed by contractor(s), for the safety of construction work, or for contractor(s)'s compliance with laws and regulations. Client shall use reasonable efforts to assure that the construction contract provides that the contractor(s); (i) indemnify and hold harmless Hazen and Client from and against all claims, costs, losses and expenses caused by or resulting from the acts and omissions of the contractor(s) and anyone for whose acts such contractor(s) may be liable, and (ii) name Hazen and Client as additional insureds on contractor's insurance policies covering the Project.

2. Client Responsibilities.

- a. **Information.** Client shall timely provide Hazen with complete and accurate information and assistance as reasonably requested by Hazen. This may include design objectives and constraints; flexibility, expandability, capacity and performance requirements; budget information; operating and testing data; as-built drawings; previous reports; design and construction standards; information related to the site subsurface utilities and conditions; and any standard forms, conditions and related documents. Hazen may use and rely upon information provided by Client or by third parties, without independent verification.
- b. **Changes.** Client shall promptly notify Hazen upon learning of any environmental concerns or other developments that could impact the Services. Hazen shall be entitled to a reasonable adjustment in time to complete the Services and its Fees in the event any environmental concerns or other developments impact the Services.
- c. **Safety.** Client is responsible for site safety. Client shall arrange safe access for Hazen to enter public and private property as required by Hazen. Client shall maintain insurance that is normal and customary.
- d. **Laws; Permits.** Client shall comply with applicable laws and shall obtain all reviews, approvals, and permits as are needed for the Project.

3. Payment.

- a. **Fees.** Client agrees to pay Hazen the fees set out in Schedule B, Fees ("Fees"). The Fees are exclusive of taxes and duties (collectively, "Taxes"). Client is liable for all Taxes; provided that if any Taxes are required to be withheld from Hazen, the amount

Hazen

paid to Hazen shall be increased accordingly. Client shall also reimburse Hazen for any preapproved and documented expenses incurred in providing the Services. Client shall not make payment in any way contingent upon signing any documents or performing any services not expressly set out in this Agreement.

- b. **Invoices.** Hazen shall invoice Client monthly for; (i) the Services provided; and (ii) preapproved expense reimbursement. Invoices shall be sent to Client at the address provided by Client from time to time. Client shall pay invoices within 30 days after the invoice date. Invoices not paid within the required time shall bear interest at the lower of; (i) 2% per month; and (ii) the highest rate permitted by applicable law.

4. Confidentiality.

- a. Each party ("Recipient") shall, and shall cause their employees and contractors to, protect and safeguard all of the disclosing party's ("Discloser") Confidential Information in at least the same manner that the Recipient uses to protect its own confidential information, but in no event using less than reasonable care. Recipient shall not disclose the Discloser's Confidential Information to any third party, except to the extent required to perform and enforce this Agreement, or if otherwise obligated to do so under applicable laws, so long as it gives Discloser reasonable notice to enable Discloser to take protective steps. Hazen may disclose Client's Confidential Information to Hazen's subcontractors. This clause shall survive for 2 years after the Agreement's termination.
- b. "Confidential information" means all non-public information of Discloser, including the terms of this agreement, pricing information, information related to the Project, other business and financial information of Discloser and all trade secrets of Discloser. "Confidential Information" does not include any information; (a) that is in the public domain other than due to Recipient's breach; (b) in Recipient's possession without restriction prior to disclosure by Discloser; or (c) developed by Recipient without reliance on Discloser's information. Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party.

5. Intellectual Property.

- a. Upon Client's payment in full, Client owns the Deliverables, except to the extent the Deliverables include Hazen IP. Hazen owns the Hazen IP. Hazen grants Client a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable license under Hazen's intellectual property rights to use the applicable Hazen IP solely to the extent necessary for Client to use the Deliverables for the purposes contemplated by this Agreement.
- b. "Hazen IP" means the intellectual property, and derivatives thereof; (a) Hazen owned prior to the Effective Date; (b) Hazen created separate from this Agreement; (c) Hazen created pursuant to suggestions or other feedback from Client and/or third parties of Client; (d) in the tools, programs, templates, dashboards, models, software or other systems used or created by Hazen hereunder.

Hazen

6. Term; Termination; Suspension; Survival.

- a. This Agreement starts on the Effective Date and continues until completion of the Services, unless earlier terminated. Either party may terminate this Agreement if the other party commits a material breach and such material breach is not cured within 30 days of the non-breaching party providing written notice to the breaching party.
- b. Client may suspend the Agreement upon 30 days prior written notice to Hazen, provided that (i) Client pays all actual, reasonable, and verifiable costs that Hazen incurs related to such suspension; (ii) upon resumption of the Services, the Fees are adjusted a reasonable amount, if applicable, to account for the suspension of Services; and (iii) the timeline for the Services will be extended for a reasonable period of time to account for the suspension of Services, but in no event less than the period of the suspension. If the Agreement is suspended for more than 60 days in the aggregate, Hazen may terminate the Agreement without liability to Client.
- c. In the event of any termination or suspension, Client shall immediately pay all amounts due to Hazen, including for Services performed prior to the date of termination or suspension. Any terms of this Agreement that are applicable to situations arising after its termination (such as, but not limited to, the limitation of liability) shall survive termination.

7. **Force Majeure.** Hazen shall not be liable for any delay or failure to perform under this Agreement caused by events or circumstances beyond its reasonable control, including without limitation, an act of God, war, riot, civil commotion, explosion, fire, government action, court order, epidemic, or pandemic.

8. **Insurance.** Hazen shall procure and maintain the following insurance with the following minimum limits for the duration of the Services:

- a. Worker's Compensation & Disability: as required by applicable state and federal law
- b. Employer's Liability: \$500,000 each accident, \$500,000 Disease (each employee) and \$500,000 Disease (policy limit);
- c. Comprehensive General Liability: \$1,000,000 / occurrence; \$1,000,000 aggregate;
- d. Professional Liability: \$1,000,000 / claim; \$1,000,000 aggregate, insuring the professional liability of Hazen; and
- e. Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles: \$1,000,000 combined single limit.

9. **Indemnity.** To the fullest extent permitted by law, each party ("Indemnifying Party") shall indemnify and hold harmless the other party ("Indemnified Party"), and its directors, officers and employees, and for Hazen, its subcontractors for this Project, from and against any and all claims, costs, losses and expenses of any kind, including but not limited to reasonable attorneys' fees, to the extent caused by the negligent acts, errors or omissions, recklessness, intentional wrongful conduct of the Indemnifying Party, its subcontractors, or anyone for whose acts they may be liable.



10. Limitation of Liability. Notwithstanding anything to the contrary:

- a. Hazen's aggregate liability in any and all causes of action arising under, out of, or in relation to this Agreement, its negotiation, performance, breach or termination shall not exceed the total amount actually paid to Hazen by Client pursuant to this Agreement. This is whether the causes of action arise in tort, including without limitation, negligence or strict liability, contract under statute or otherwise.
- b. As a separate and independent limitation on liability, Hazen's liability is limited to direct damages, and Hazen shall not be liable for any (i) indirect, incidental, special or consequential damages; nor (ii) any revenues, profits or data lost by Client, construction costs, or losses that result from the action or inaction of contractor(s), regardless of whether such losses are categorized as direct damages or otherwise.

11. Notices. All required notices shall be in writing and sent to the address listed for each party in the first paragraph of this Agreement, unless otherwise specified in writing by either party. For Hazen, a copy of notices shall be sent to: legal@hazenandsawyer.com.

12. Governing Law; Dispute Resolution. This Agreement is governed by the laws of the Project State (set out above), without regard to the conflict of laws rules. Any and all disputes or claims arising under, out of, or in relation to this Agreement shall be resolved by the parties in the courts of the Project State; provided, however, as a condition precedent to filing any action (except for; (a) any action related to the enforcement or interpretation of any right, or (b) when filing is necessary to preserve a party's rights), the parties must first conduct a mediation with a mutually acceptable mediator. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THERE SHALL BE NO JURY IN ANY DISPUTES.

13. Entire Agreement; No Waiver; Amendments; Assignment. This written Agreement sets out the entire understanding and obligations of the parties in relation to the Project. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations and warranties regarding the Project. There are no implied obligations. A waiver, failure or delay of either party to enforce any part of this Agreement will not affect, limit or waive that party's right to enforce compliance with the same or other part of this Agreement. No alteration, amendment, change order or other modification is binding unless in writing and signed by both parties. Neither party may assign, transfer or delegate this Agreement, in whole or in part, without the prior written consent of the other party.

14. Severability. If any of the terms in this Agreement are found invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms.

15. Counterparts. The Agreement may be executed in counterparts.

Signature Page Follows

Hazen

The parties signed this Agreement by their duly authorized representatives.

Client

Hazen

Hazen

City of Starkville

Name: D.L. Sprunt

Name: _____

Name: _____

Title: Mayor

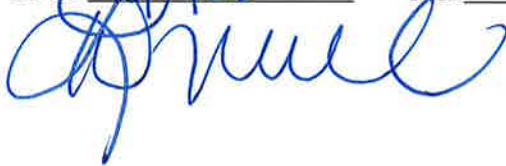
Title: _____

Title: _____

Date: 10/21/25

Date: _____

Date: _____



ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill noted that Pumpkinpalooza was on Main Street, October 23 from 5:00-7:00, she also noted that there would be a groundbreaking for Hotel Madelon.

Mayor Spruill called Edward Kemp to the podium and he introduced Scott Harrell with TVA, who was here to lead the Energy Workshops.

Mayor Spruill introduced new employees Jontavious Rogers, Benjamin Davis, Waylon Slider, Trenton Evans, and Ryan Atkinson all with the Utilities Department.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern about the traffic signal by the Walgreens intersection on Highway 12 and needing a pedestrian sign on Wood Street by the apartment complex. He reminded everyone that daylight saving was next weekend.

Debra Ward, representing her brother Dennis, owner of property 256 Sand Road. She states they having been working on the property and would like extended time to finish cleaning the property. Mayor's Youth Council, Mariah Malone, Kaylee Burnett, Keylee Sun, Aubry Dunning, Caden Duck, Cary Anna Robinson, Cailyn Carter, Aubrey Birchfield, Kate Jolly, Bree Evans, Shayne Selmon, Soha Mohn, Cameron Long McMillen, Madison Hicks, Tinley Mahoney, they wanted to thank the Mayor and Board for supporting them. They held an event for team bonding experience where they tailgated at a Mississippi State game and enjoyed the game.

PUBLIC APPEARANCE:

Jeff Hosford, Ben Shurden's attorney, spoke against the Predatory Towing Ordinance. He gave a letter to the Mayor and Board of Alderman from the leasing manager, Lakeithra Gandy that he states outlines some issues the community faces.



Apex <apexstarkville@gmail.com>

Tow Response

1 message

Lakeithra Gandy <LGandy@trinity-pm.com>
To: Apex <apexstarkville@gmail.com>

Tue, Oct 21, 2025 at 4:13 PM

I'm writing to highlight the critical role that towing enforcement plays in maintaining order, safety, and fairness within our residential community, especially in a city like Starkville where student living, game days, and local events heavily impact daily operations and traffic.

Towing is not just a policy—it's a necessary measure to ensure that paying residents have access to the parking spaces they are entitled to. Without towing enforcement, we risk creating a situation where unauthorized occupants, non-residents, and unregistered vehicles take up valuable resident parking. This not only causes frustration but also creates safety and logistical concerns for both residents and staff.

Imagine students coming home from class or extracurricular activities late at night, only to find no available parking because of non-residents occupying the lot. Or the influx of vehicles during game days and events, where the absence of a towing policy would invite widespread abuse of limited parking spaces. These issues are not theoretical—they become reality the moment enforcement is lifted.

Additionally, towing enforcement supports our lease agreements. For example, our leases clearly state that visitors are not allowed to stay longer than three days, and parking policies reflect that. Visitors have designated spaces and are allowed to use them within those limits. Residents are provided *free decals* annually, and these are widely communicated through email, text, and social media. Those who are towed often have simply refused to register, even after multiple reminders.

A recent TikTok post about a towing incident at our property involved a vehicle that, according to our system, was not properly registered. The registered resident had a decal, but their significant other—who is not on the lease—did not. This is a clear example of the policy working as intended, to deter unauthorized occupants and maintain compliance.

Our towing partner, Apex, has been instrumental in helping us enforce these rules, keeping illegal and unregistered vehicles off-site. They are not predatory—they are partners in upholding the standards our residents expect and rely on.

Lastly, removing towing enforcement sends the wrong message: that our community rules don't matter. If decals mean nothing, and any car can park without consequences, then there is no incentive for residents or visitors to follow protocol. This weakens the integrity of our community and increases complaints and safety risks—many of which would inevitably fall on city resources to resolve.

We respectfully ask that you consider these points as part of the broader conversation around towing policy. This is not just about cars—it's about safety, order, and the rights of residents who pay to live here under a clear and fair set of rules.

Thank you for your time and consideration.

Lakeithra Gandy
Leasing Manager
lgandy@trinity-pm.com
Office: 662-304-3109
110 Lincoln Green
Starkville MS 39759



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PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A NON-CONSENSUAL/PREDATORY TOWING ORDINANCE.

Mayor Spruill opened the Public Hearing to the public. She called for citizens to take turns whether speaking neutral, for and against the proposed Towing Ordinance.

Speaking against:

Jeff Hosford, stated that he provided a letter with suggested changes to the Mayor and tonight he wanted to speak on Apex Towing's main concerns with the proposed ordinance. He asked that the time frame to be opened to be changed. He also stated this last change they are asking for is the most important to his client, Ben Shurden, that the \$250 for towing was too low of a cost. He stated that Mississippi State University, the Highway Patrol, and Oktibbeha County allow up to \$300 for towing. Mr. Hosford asks that the city consider this rate. He states that he believes storage fees would be more appropriate at a range of \$50-\$60. Mr. Hosford notes this is a service to the community that benefits owners of properties. He notes that Mr. Shurden is performing the services requested of him from property owners.

Destiny Woodworth, stated she has been a long time resident and lived in many apartment complexes and is a manager of a local restaurant. She is speaking against the ordinance stating it will interfere private contracts between towing companies and apartment complexes. She states the towing companies follow the rules and is worried that lower quality towing companies to damage property.

Nikki Leonard, stated she has been a property manager for many years and strongly supports Apex Towing and is against the ordinance.

Erwin Peoples, states he knows Ben Shurden personally and doesn't believe that Mr. Shurden is trying to harm anyone and is only providing a service.

Shawn Bird, speaking on the necessity of towing. He states he lives in the Cotton District and that he should be allowed to have his parking spot during busy weekends.

Olivia Thompson, resident of Starkville for 3 years. She stated that the apartment complex works with Apex Towing to ensure those who are not paying for decals or paying rent won't be able to take parking spots from paying residents.

Speaking in favor:

Alexandra Williams, Senior at MSU and a Starkville native. She shared her experience of her vehicle when it was towed by Apex Towing.

Alvin Turner, states that the city is doing right by adopting ordinances.

Ben Barrett, Senior Electrical Engineering Student, resident of College View Apartments. He noted the prices of towing in New York City the maximum fee for being towed is \$125 and in

Miami, FL is \$145. His mother came to town and was charged \$300. He spoke in favor of the ordinance agreeing that there needs to be regulations set for towing companies.

Julie Gibbens, noted that her daughter is a sophomore and lives at the Walk Apartments. She stated her daughter's vehicle was towed from the guest parking lot because there was not a visible sign stating that she could not park in that lot. Her daughter's phone had died so she was not able to scan her phone to allow her to park where she was supposed to. She expressed that there needs to be visible signs stating you will be towed from a location that you should not park in.

Christine Williams, Ward 1, noted she spoke at the last public hearing and had a few more points she wanted to state. She spoke in favor of the Ordinance to prevent towing companies from seeking a vehicle to tow.

Following the public hearing, no vote was taken. The Board will hold a third Public Hearing at the next regular meeting for further discussion and possible action.

PUBLIC HEARING AND CONSIDERATION OF RZ 25-01 A REQUEST REZONE A PORTION OF THE PROPERTY FROM SE (SPECIAL EDUCATIONAL) TO T-5C AND T-5U AT 808-812 UNIVERSITY DRIVE.

Community Planner Daniel Havelin presented RZ 25-01 request West Side Fund IV LLC and West Side Fund V LLC to rezone a portion of the property from SE (Special Educational) to T-5C and T-5U at 808-812 University Drive. The request to rezone is based on a change in conditions. The subject property is no longer owned by Mississippi State University, and the S-E (Special Educational) designation is primarily intended for public or private institutions providing educational services. With the transfer of ownership, educational use is no longer the primary use of the property. Combined with the broader redevelopment of the University Drive and Russell Street corridor into mixed-use urban forms, a change in condition of the neighborhood has occurred that makes the current designation no longer suitable.

The property to the west, along University Drive, is zoned T-5U, which permits mixed-use development consistent with the urban character of the Cotton District. The property to the south, along Russell Street, is zoned T-5C, which also supports mixed-use development. As part of the overall redevelopment plan, the subject property will be aggregated into the property to the south, creating a unified mixed-use site for future development.

The proposed rezoning will align the subject property with adjacent zoning districts, ensuring future uses are compatible and in context with surrounding development. There is a public need for this rezoning to prevent the property from remaining underutilized, to support orderly and compatible urban development, encourages redevelopment that will expand the tax base, and to promote economic vitality consistent with the City's Comprehensive Plan and the Unified Development Code. The proposed zoning is consistent with the City's adopted plans and guiding principles, ensures compatibility with surrounding uses, and promotes the public health, safety, and welfare. The request was noticed in accordance with Section 3.1.3.G of the Unified Development Code.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve RZ 25-01 a request rezone a portion of the property from SE (Special Educational) to T-5C and T-5U at 808-812 University Drive. 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.

PUBLIC HEARING AND CONSIDERATION OF SE 25-08 A REQUEST FOR SEVERAL SPECIAL EXEPTIONS FOR A HOTEL DEVELOPMENT THAT IS PART OF THE CROSSROADS DEVELOPMENT AT 808-812 UNIVERSITY DRIVE.

Community Planner Daniel Havelin presented S 25-08 by Clay Scruggs, on behalf of West Side Fund IV LLC and West Side Fund V LLC. The request includes exceeding the maximum building width, the minimum transparency requirement, and allowing for a 5th floor. This request is the Hotel Madelon project. All of the request are related to deviating from base dimensional and design standards. The first is to exceed the maximum width of a building in a T-5C zoning district. Building width is limited to 90' maximum. The proposed building is 273'. The second request is from the building transparency requirement. The Unified Development Code requires a first-floor transparency of a minimum of 55% for T-5C zoning districts. The proposed first floor transparency is +/- 40%. Transparency is defined as "The surface area of the windows and doors on a façade face of a building used for calculating the transparency requirements of a building as percentage of the total façade face." The third request is to allow for a fifth floor on the hotel. Section 5.2 of the Unified Development Code allows for a fifth floor with Special Exception approval.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Pochop, and adopted by the Board to approve SE 25-08 a request for several Special Exceptions for a Hotel Development that is part of the Crossroads Development at 808-812 University Drive. 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

ORDINANCE NO. 2025-02

ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI REZONING LOT 1 AND 3 FROM S-E (SPECIAL EDUCATIONAL) TO T-5C AND LOT 2 FROM S-E (SPECIAL EDUCATIONAL) TO T-5U OF THE CROSSROADS DISTRICT SUBDIVISION

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold a public hearing as described in the proof of publication of the notice of hearing, which is appended to the Minutes, in connection with the proposed rezoning of that certain property as depicted on The Crossroads District Subdivision plat filed on October 8, 2025, with the Chancery Clerk of Oktibbeha County, Mississippi and described in Exhibit "A" ("RZ 25-01 Zoning") from S-E (Special Educational) to T-5C and T-5U; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public rezoning hearing was given as required by law and based upon the evidence and testimony received in connection with the proposed rezoning of the Subject Property and upon the recommendation of the City of Starkville Planning and Zoning Commission, and input from citizens and others, the City of Starkville finds that the zoning classification for the Subject Property Lot 1 and 3 should be changed from S-E (Special Educational) to T-5C and that Subject Property Lot 2 should be changed from S-E (Special Educational) to T-5U as set forth herein, first finding, based on the Staff Report Case RZ 25-01 presented by the Planning Department including exhibits thereto, and related evidence submitted which is included in the record of these proceedings and incorporated herein, that the City has shown by the requisite burden of proof that proposed re-zoning change as to the Subject Property is based off the finding that a change in the neighborhood has occurred with a public need for the rezoning; and

WHEREAS, consistent with the findings herein the Subject Properties Lot 1 and 3 should be rezoned from S-E (Special Educational) to T-5C and Subject Property Lot 2 should be rezoned from S-E (Special Education) to T-5U and the Official Zoning District Map of the City of Starkville should be amended; and

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That the Subject Properties Lot 1 and 3 should be rezoned from S-E (Special Educational) to T-5C and Subject Property Lot 2 should be rezoned from S-E (Special Education) to T-5U as provided herein-above.

SECTION 2. That the Official Zoning District Map of the City of Starkville, Mississippi should be and the same is hereby altered and amended to reflect the rezoning classifications set forth herein-above with respect to the Subject Properties, and the Planning Department is hereby authorized to take all actions necessary to reflect said rezoning classifications of the Subject Properties as set forth herein-above on the Official Zoning District Map of the City of Starkville, Mississippi.

SECTION 3. Upon unanimous vote of the members of the Board of Aldermen, this Ordinance shall go into effect immediately in order to insure the efficient and orderly and timely development of the Subject Properties. However, in the event the vote of the Board of Aldermen is less than unanimous, that this Ordinance shall go into effect thirty (30) days after the adoption hereof.

SECTION 4. Said Ordinance having been previously reduced to writing, a motion was made by Alderman Brooks and seconded by Alderman Skinner to adopt the Ordinance and no request

having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Alderman Kim Moreland	Ward 1	Voted: Yea
Alderman Sandra C. Sistrunk	Ward 2	Voted: Yea
Alderman Kyle Skinner	Ward 3	Voted: Yea
Alderman Mike Brooks	Ward 4	Voted: Yea
Alderman William Pochop	Ward 5	Voted: Yea
Vice Mayor Roy A'. Perkins	Ward 6	Voted: Yea
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted: Yea

ORDAINED AND APPROVED, this the 21st day of October, 2025, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

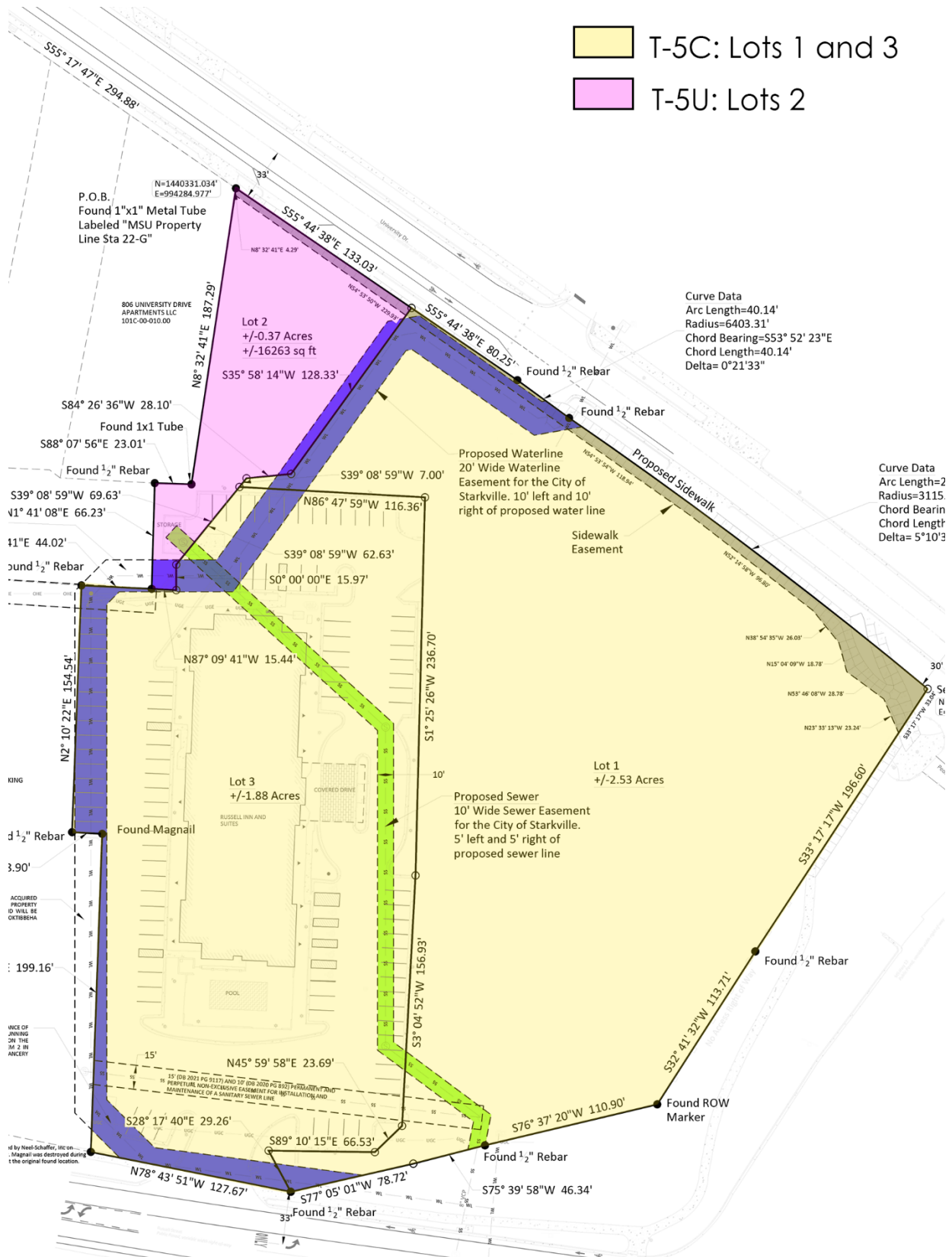
D. Lynn Spruill, Mayor

ATTEST:



Joanna McLaurin, City Clerk

Exhibit "A"- RZ 25-01 Zoning



Proof of Publication

AFFP

SE 25-08 and RZ 25-01

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

John W. Bane, Jr., being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 27, 2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

[Signature]
Classified Clerk

Subscribed to and sworn to me this 27th day of September 2025.

[Signature]

Ashley J. Doss, Notary Public, Oktibbeha County, Mississippi

My commission expires: October 21, 2028

00000131 00107962 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

State of Mississippi
Ashley J. Doss, Notary Public
Clay County
My Commission Expires 10-21-2028
Commission Number 493429

The City of Starkville will conduct two public hearings to consider a request for West Side Fund V LLC and West Side Fund VI LLC for a Special Exception to exceed the maximum building width, the minimum lot coverage requirements, and to allow for a 15% floor area ratio in a proposed hotel at 806 & 812 University Drive with the parcel numbers 101C 03 09 02, 191C 02 09 01, and 101C 02 01 01. There will also be two public hearings to consider a rezoning request to rezone a portion of the property from SE (Special Education) to T-NC zone T-30. The property is described as follows:

The following description is based on the Mississippi State Plane Coordinate System, First Zone NAD 83, grid values: US feet, zone scale factor of 0.9999912053 and a convergence angle of 1.1110 degrees 01 minutes 06.8 seconds developed at the approximate center of the following described parcel:

Commencing at a found "PK" nail in concrete at the Northwest corner of Lot 1 of Block 25 of the A. L. Goodman Official City Map of the City of Starkville, Mississippi; thence South 55 degrees 17 minutes 47 seconds East a distance of 294.35 feet to a found "I" square metal tube labeled "SGU" property line sign, 22'-0" on the South right of way of University Drive; thence South 55 degrees 14 minutes 38 seconds East a distance of 133.03 feet to a set "1" rebar stake post being the Point of Beginning of the herein described tract; thence, along the said South right of way, the following course and distances: South 55 degrees 44 minutes 15 seconds East a distance of 80.25 feet to a found "1" rebar, thence along a curve to the right with an arc length of 40.14 feet, a radius of 6403.31 feet, a chord bearing of South 53 degrees 52 minutes 23 seconds East and a chord length of 40.14 feet to a found "1" rebar; thence along a curve to the right with an arc length of 281.70 feet, a radius of 3115.00 feet, a chord bearing of South 52 degrees 58 minutes 50 seconds East and a chord length of 281.23 feet to a set "1" rebar on the West right of way of Highway 12; thence, along the said West right of way the following course and distances: South 33 degrees 17 minutes 17 seconds West a distance of 196.62 feet to a found "1" rebar; thence South 37 degrees 41 minutes 32 seconds West a distance of 113.71 feet to a found right of way marker; thence South 76 degrees 37 minutes 20 seconds West a distance of 110.90 feet to a found "1" rebar; thence South 75 degrees 35 minutes 58 seconds West a distance of 46.34 feet to a set "1" rebar; thence South 71 degrees 55 minutes 01 second West a distance of 78.72 feet to a found "1" rebar; thence along the North right of way of Russell Street, North 78 degrees 40 minutes 51 seconds West a distance of 127.67 feet to a set magnetic; thence, leaving said North right of way, North 02 degrees 03 minutes 02 seconds East a distance of 199.18 feet to a found integral; thence North 46 degrees 42 minutes 44 seconds West a distance of 18.98 feet to a found "1" rebar; thence North 04 degrees 10 minutes 22 seconds East a distance of 154.84 feet to a found "1" rebar; thence South 87 degrees 09 minutes 41 seconds East a distance of 44.02 feet to a found "1" rebar; thence South 67 degrees 09 minutes 41 seconds East a distance of 15.44 feet to a set "1" rebar; thence North 04 degrees 06 minutes 00 seconds East a distance of 15.97 feet to a set "1" rebar; thence North 39 degrees 08 minutes 59 seconds East a distance of 69.63 feet to a set "1" rebar; thence North 84 degrees 26 minutes 35 seconds East a distance of 24.10 feet to a set "1" rebar; thence North 35 degrees 58 minutes 18 seconds East a distance of 128.53 feet to the Point of Beginning, containing 3.41 acres, more or less, and lying Block 25 of the A. L. Goodman Official City Map of the City of Starkville, Mississippi.

The 1st public hearings for the Special Exception and Rezoning requests will be held by the Planning and Zoning Commission on Tuesday, October 14, 2025, at 5:30 PM. If the requests are recommended for approval and/or denied, the 2nd public hearings will be held by the Mayor and Board of Aldermen on Tuesday, October 21, 2025, at 6:30 PM. All public hearings will be held at the Courthouse on the 1st floor of City Hall located at 110 West Main Street, Starkville, Mississippi.

At the hearing, interested parties may appear and be heard with respect to the request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Daniel Howell, City Planner



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of RZ 25-01 a request rezone a portion of the property from SE (Special Educational) to T-5C and T-5U at 808-812 University Drive.
Date: October 14, 2025

The purpose of this report is to provide information regarding a rezoning request by West Side Fund IV LLC and West Side Fund V LLC to rezone a portion of the property from SE (Special Educational) to T-5C and T-5U. The property was previously owned by Mississippi State University and is located at 808-812 University Drive with the parcel number 101C-00-009.00. Please see attachments 1- 5.

REASON FOR AMENDMENT

The Official Zoning District Map may be amended only when one or more of the following conditions prevail:

- A. Error. There is an error in the Code and a need to correct the error.
- B. Change in conditions. A change in the neighborhood has occurred to such an extent as to justify the proposed rezoning and there is a public need for the proposed rezoning.

The request to rezone is based on a change in conditions. The subject property is no longer owned by Mississippi State University, and the S-E (Special Educational) designation is primarily intended for public or private institutions providing educational services to grades PK-12, higher education, or vocational training. With the transfer of ownership, educational use is no longer the primary use of the property. Combined with the broader redevelopment of the University Drive and Russell Street corridor into mixed-use urban forms, a change in condition of the neighborhood has occurred that makes the current designation no longer suitable.

The property to the west, along University Drive, is zoned T-5U, which permits mixed-use development consistent with the urban character of the Cotton District. The property to the south, along Russell Street, is zoned T-5C, which also supports mixed-use development. As part of the overall redevelopment plan, the subject property will be aggregated into the property to the south, creating a unified mixed-use site for future development.

The proposed rezoning will align the subject property with adjacent zoning districts, ensuring future uses are compatible and in context with surrounding development. There is a public need for this rezoning to prevent the property from remaining underutilized, to support orderly and compatible urban development, encourages redevelopment that will expand the tax base, and to promote economic vitality consistent with the City's Comprehensive Plan and the Unified Development Code. The proposed zoning is consistent with the City's adopted plans and guiding principles, ensures compatibility with surrounding uses, and promotes the public health, safety, and welfare.

The primary differences between the existing and proposed zoning districts are their allowed uses and base dimensional standards. Attachment 3 compares the allowed uses, and Attachment 4 compares the base dimensional standards of the zoning districts.

NOTIFICATION

The request was noticed in accordance with Section 3.1.3.G of the Unified Development Code.

1. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 27, 2025.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notifications.

CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a Rezoning shall run with the land and shall be binding upon the applicants, their heirs, and/or successors. (Section 3.1.3.M).

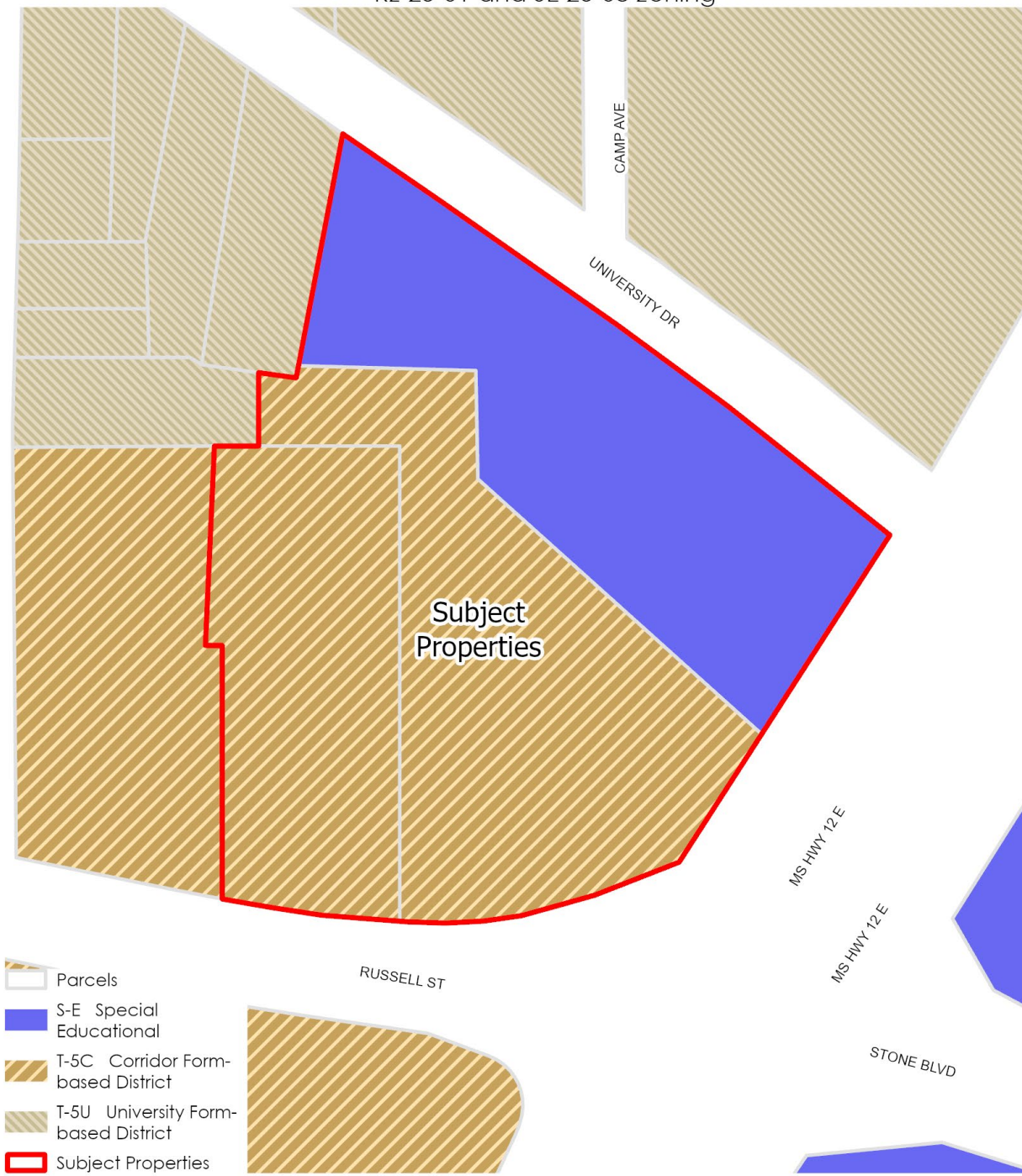
Attachment 1
RZ 25-01 and SE 25-08 Aerial



0 120 240 480 Feet



Attachment 2
RZ 25-01 and SE 25-08 Zoning



Attachment 3
RZ 25-01 Proposed Lots and Zoning



0 120 240 480 Feet



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 4- Comparison between the allowed uses

Residential	T-5C	T-5U	S-E
Dwelling, Detached	--	--	--
Dwelling, Accessory Unit	--	A	--
Dwelling, Attached Duplex	--	SE	--
Dwelling, Attached Triplex	SE	SE	--
Dwelling, Townhouse/ Rowhouse	--	SE	--
Dwelling, Multiplex	--	SE	--
Dwelling, Apartment	--	--	--
Dwelling, Manufactured and Modular Home	--	--	--
Home Occupations	A	A	--
Mixed-Use Building	P	P	--
Residential First Floor	SE	SE	--
Institutional	T-5C	T-5U	S-E
Assisted Living Facility	--	--	--
Care Centers	--	--	--
Care Home	--	--	--
Cemetery	--	--	--
Community and Civic Associations	UE/SE	UE/SE	P
Convalescent, Rest, and Nursing Homes	--	--	--
Educational Facilities	--	--	P
Fraternity and Sorority House	--	--	--
Group Care Home or Facility	--	--	--
Hospital	--	--	--
Life Care Communities	--	--	--
Municipal Buildings and Facilities	UE/SE	UE/SE	P
Parks, Open Space, and Greenways	P	P	P
Places of Worship	UE/SE	UE/SE	UE/SE
Public Buildings and Facilities	UE/SE	UE/SE	UE/SE
Commercial	T-5C	T-5U	S-E
Adult Oriented Business	--	--	--
Animal Boarding Facilities	--	--	--
Animal Hospital, Clinic, or Grooming Facility	A	A	--
Banks and Financial Institutions	A	A	--
Bed and Breakfast Establishments	A	A	--
Car Title Loan, Payday Advance, or Loan Business	--	--	--
Conference and Convention Center	UE/SE	UE/SE	--
Convenience Store and Gas Station	--	SE	--
Convenience Store and Truck Stop	--	SE	--
Eating & Drinking Establishments	A	A	--
Food Truck	A	A	--
Hotels, Motels, or Inns	P	P	--
Micro-Breweries and Small Batch Distilleries	UE/SE	UE/SE	--

Mini-Storage	--	--	--
Mortuaries & Funeral Homes	--	--	--
Offices- Medical	A	A	--
Offices- Professional	P	P	--
Recreational and Entertainment:	A	A	--
Indoors-Commercial			
Recreational and Entertainment:	--	--	--
Outdoors-Commercial			
Private Recreational Clubs or Facility	--	--	--
Recreational Vehicle Park	--	--	--
Retail Sales and Services-	A	A	--
Retail Sales and Services-	UE/SE	UE/SE	--
with Outside Displays	SE	SE	
Studios - Art, Craft, Music,	A	A	--
Dance, and Fitness			
Theaters	A	A	--
Vehicle Repair and Maintenance	--	--	--
Industrial	T-5C	T-5U	S-E
Airport	--	--	--
Heliport	--	--	A
Borrow Pit, Soil Fill Site, and Soil Storage Site	--	--	--
Landfill	--	--	--
Manufacturing and Industrial Heavy	--	--	--
Manufacturing and Industrial Light	--	--	--
Mining and Quarrying	--	--	--
Outdoor Storage	--	--	--
Research and Development Facilities	--	--	--
Salvage Yard	--	--	--
Trades and Skilled Services	--	--	--
Warehousing, Distribution, & Wholesale Services	--	--	--
Other	T-5C	T-5U	S-E
Accessory Use or Structures (excluding dwellings)	A	A	A
Agriculture and Forestry	--	--	A
Firing Range	--	--	--
Parking Lots and Garages	SE	SE	SE
Telecommunication Facilities	SE	SE	SE
Temporary Uses	A	A	A
Portable Telecommunication Facilities	A	A	A
Special Event Facility	A	A	--
Small Cell Telecommunication Facilities	P	P	P

Attachment 5- Comparison between the base dimension standards

A. Lot Width	T-5C	T-5U
A1. Min	25'	25'
B. Principal Building Setbacks	T-5C	T-5U
B1. Principal front setback (min/max)	2/15'	2/15'
B2 side setback adjacent to street (min/max)	2/15'	2/15'
B3. side setback (min/max)	0/24'	0/2'
B4. Rear setback (min)	3'	3'
C. Secondary Building Setbacks	T-5C	T-5U
C1. Front setback interior lot		
C2. Side setback adjacent to street (min/max)	2/15'	2/15'
C3. Side setback (min)	0'	0'
C4. Rear setback (min)	3'	3'
D. Accessory Dwelling Unit and Accessory Structure Setbacks	T-5C	T-5U
D1. Front setback interior lot	--	5' behind rear wall of principal building
D2. Side setback adjacent to street (min/max)	--	2/15'
D3. Side setback (min)	--	0'
D4. Rear setback (min)	--	3'
E. Parking Setbacks and Requirements	T-5C	T-5U
E1. From primary street (min)	20' behind front wall of principal building(s)	20' behind front wall of principal building(s)
E2. Side adjacent to side street (min)	10' unless a principal building and/or secondary building is adjacent to the street, then behind the front wall of any street fronting buildings.	10' unless a principal building, secondary building, and/or carriage house is adjacent to the street, then behind the front wall of any street fronting buildings.
E3. Masked from view from public by solid wall	yes	yes
E4. Driveway width within setback (max)	24'	24'
F. Height	T-5C	T-5U
F1. Principal building in stories	4, 5 (■)	3 1/2, 4 (■)
F2. Secondary building in stories	4, 5 (■)	3 1/2, 4 (■)
F3. Accessory dwelling unit in stories	--	2
F4. Accessory structures in stories	1	1
G. Stories	T-5C	T-5U
G1. Story height (min/max)	10/14'	10/14'
G2. Commercial 1st floor (min/max)	11/25'	11/25'
G3. Half story height (min/max)	--	10/14'
H. Lot Coverage	T-5C	T-5U
H1. Maximum lot coverage	90%	90%
I. Lot Frontage Buildout	T-5C	T-5U

I1. Percentage lot frontage buildout at front setback (min/max)	65/85%	65/85%
I2. Percentage of frontage buildout at side setback corner lot (min/max)	65/85%	65/85%
J. Building Width- Special Exception required to vary from maximum	T-5C	T-5U
J1. Street facing building width (max)	90'	90'
K. Transparency	T-5C	T-5U
K1. 1st floor residential (min)	30%	30%
K2. 1st floor commercial (min)	55%	45%
K1. Upper floors (max)	50%	50%
L. Orientation	T-5C	T-5U
L1. Building(s)	Face primary frontage. Corner lots must face both frontages.	Face primary frontage. Corner lots must face both frontages.
L2. Secondary building(s)	Face primary frontage or interior courtyard. Corner lots must face frontage	Face primary frontage or interior courtyard. Corner lots must face frontage
L3. Accessory dwelling unit	--	Corner lots must face frontage
M. Secondary Building(s) Requirements	T-5C	T-5U
M1. minimum lot depth for secondary buildings	100'	100'
M2. The lot shall be of sufficient size to accommodate any proposed secondary structure without requiring a variance from development standards	yes	yes
N. Ground Floor Elevation	T-5C	T-5U
N1. 1st story residential (min/max)	16"/5'	16"/5'
N2. 1st story commercial (min/max)	0/2'	0/2'
O. Pedestrian Access	T-5C	T-5U
O1. Street-facing primary entrance along street	yes	yes
■ =by Special Exception, -- = prohibited		
*=Minimum setback determined by Additional Setback Requirements for Public Frontage		
**=Story height may be reduced when upper floor is an open loft		

Special Use Educational	
A. Lot Dimensions	S-E
A1 Lot size (min)	*
A2 Lot width (min)	*
B. Building/Structure Setbacks	S-E
B1 Front setback min	25' or infill standards
B2 Side setback	10'
B3 Side setback adjacent to detached residential	50'
B4 Side setback adjacent to street	20' or infill standards
B5 Rear setback	20'
B6 Rear setback adjacent to detached residential	50'
C. Accessory Structure Setbacks	S-E

C1 Front setback	20'
C2 Side setback	10'
C3 Side setback adjacent to street	20'
C4 Rear setback	10'
D. Parking Setbacks	S-E
D1 From primary and adjacent streets	5'**
D2 From adjacent residential	20'**
E. Height	S-E
E1 Principal building(s) (max)	**
E2 Accessory structure(s) (max)	15', 1 story
F. Pedestrian Access	S-E
F1 Street-facing primary entrance along street	yes
*lots must be of a sufficient size to accommodate the proposed use and meet all subsequent development standards	
**see additional development standards for proposed use	



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
 CITY HALL, 110 WEST MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

STAFF REPORT	
To:	Members of the Planning & Zoning Commission
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject:	Public Hearing and consideration of SE 25-08 a request for several Special Exceptions for a hotel development that is part of the Crossroads development at 808-812 University Drive.
Date:	October 14, 2025

The purpose of this report is to provide information regarding several Special Exceptions requested by Clay Scruggs on behalf of West Side Fund IV LLC and West Side Fund V LLC. The request includes exceeding the maximum building width, the minimum transparency requirement, and allowing for a 5th floor. Rezoning of the property from T-5U to T-5C is required for approval of this request. Please see attachments 1- 5.

BACKGROUND INFORMATION

The applicant is in process of designing and constructing a 122-room hotel with restaurants and a parking garage. This is the first phase of a multi phased development plan for this area. For this phase, the applicant is seeking three Special Exceptions. The first is to exceed the maximum width of a building in a T-5C zoning district. Building width is limited to 90' maximum. The proposed building is 273'. The second request is from the building transparency requirement. The Unified Development Code (UDC) requires a first-floor transparency of a minimum of 55% for T-5C zoning districts. Transparency is defined as "The surface area of the windows and doors on a façade face of a building used for calculating the transparency requirements of a building as percentage of the total façade face." The proposed first floor transparency is +/- 40%. The third request is to allow for a fifth floor on the hotel. Section 5.2 of the UDC allows for a fifth floor with Special Exception approval.

5.2 Base Dimensional Standards

Form-Based Districts	T-5C
F. Height	
F1. Principal building in stories	4, 5 (■)
J. Building Width- Special Exception required to vary from maximum	
J1. Street facing building width (max)	90'
K. Transparency	
K2. 1st floor commercial (min)	55%
■ =by Special Exception, -- = prohibited	
*=Minimum setback determined by Additional Setback Requirements for Public Frontage	
**=Story height may be reduced when upper floor is an open loft	

13.7.12 Hotels, Motels, Or Inns

1. **Definition:** A facility offering transient lodging accommodations to the general public and that may include additional facilities and services, such as restaurants, meeting rooms, entertainment, personal services, and recreational facilities.
2. **Parking:**
 1. In the T-5D zoning district no parking minimums are established. In the T-5C and T-5U zoning district, one (1) space per guest room is required. In all other zoning districts, one and a quarter (1.25) space per guest room is required.
 2. Hotels, motels, or inns that share a parking lot with other businesses may not exceed their minimum parking by more than twenty-five percent (25%).
 3. See zoning district base dimensional standards for parking location and setback requirements.
3. **Loading:**
 1. Loading docks, if required, shall not be visible from the street.
 2. Trucks delivering materials to and from the premises shall not be permitted to unload on the right-of-way in a CN, C, CR, and O zoning district. In T-5D, T-5C, and T-5U zoning districts, deliveries shall be scheduled to not interfere with peak traffic times.
 3. In T-5D, T-5C, and T-5U zoning districts, an area equal to two (2) parallel parking spaces for guest check-in may be provided within the right-of-way adjacent to the primary entrance with approval by the Board of Aldermen.
4. **Additional Standards:** None.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use are not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use are adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.

8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

INTENT OF FORM-BASED DISTRICTS (Section 5.1.1)

5.1.1 Intent Of Form-Based Districts

The intent of the form-based districts is to implement the urban core, urban center, and urban corridor placetypes of the Comprehensive Plan. The intent of the requirements for the form-based districts is as follows:

1. Regulations on buildings equitably balance the rights of individual property owners and the interests of the community as a whole.
2. Infrastructure, landscape, and buildings shape the public realm, the spatial definition of which can be understood as a continuum from weak to strong.
3. Form-based Districts organize the individual characteristics of infrastructure, landscape, and buildings into distinct physical environments, with the overall character of each differing from one another.
4. Distinct physical environments provide a choice in living arrangement for citizens with differing physical, social, and emotional needs.
5. Mixed-Uses within Form-based Districts and individual buildings provides access to daily needs within close proximity to dwellings so that residents may choose to work, recreate, and shop within walking distance of their home.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 8 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 27, 2025.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received two emails requesting information.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

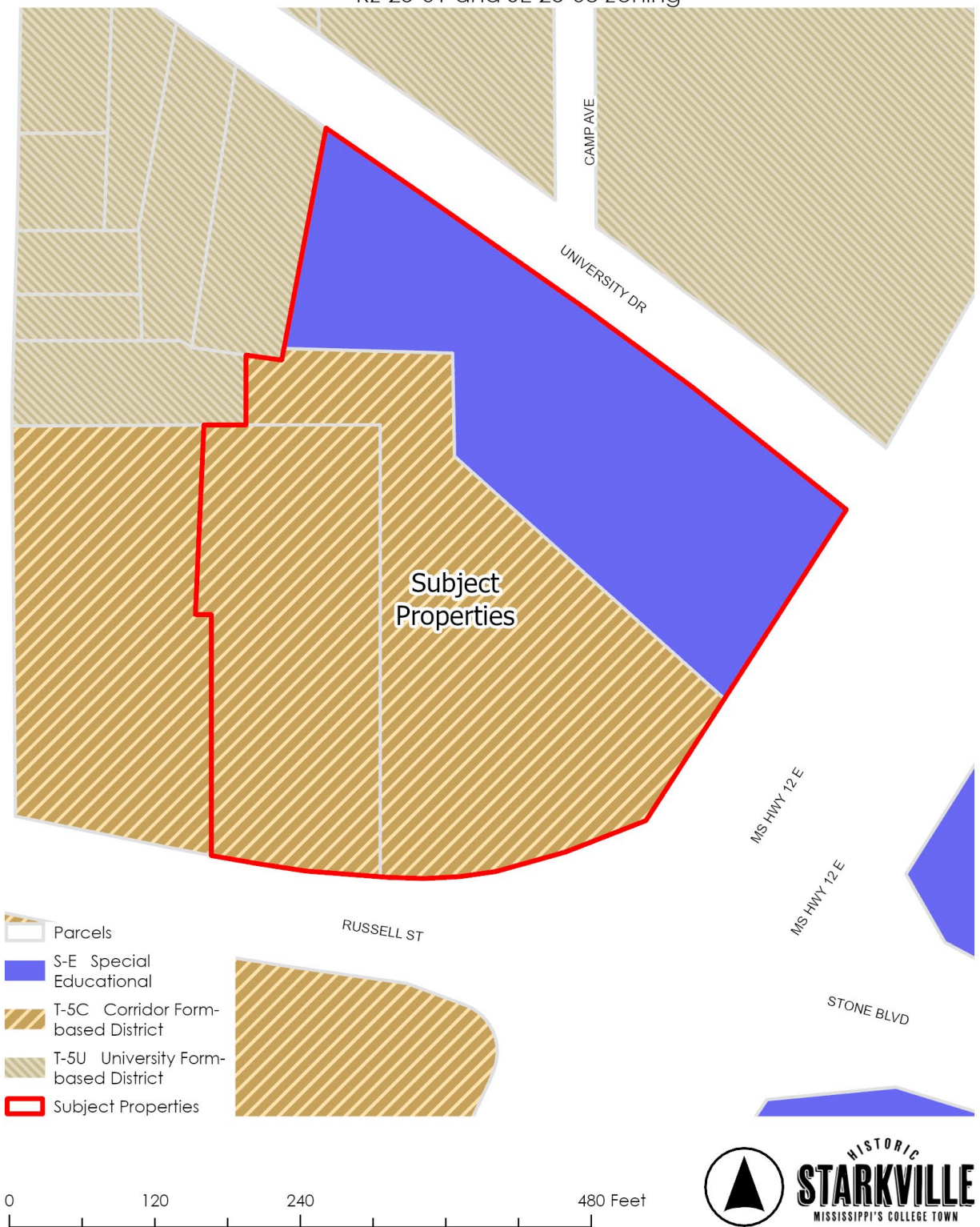
Attachment 1
RZ 25-01 and SE 25-08 Aerial



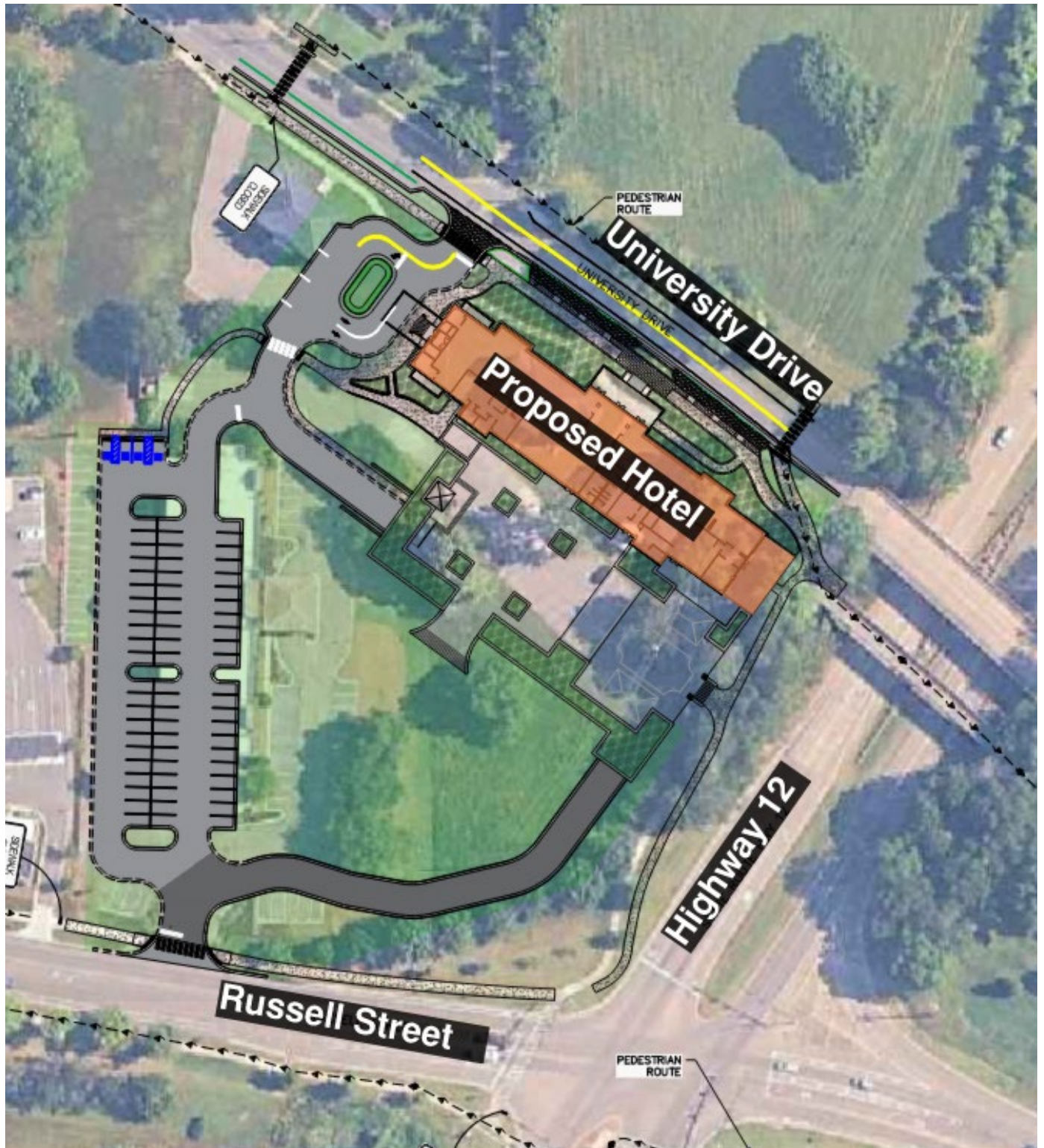
0 120 240 480 Feet



Attachment 2
RZ 25-01 and SE 25-08 Zoning



Attachment 3- Site Plan



Fifth Floor



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

32. CONSIDERATION OF FP 25-07 A REQUEST FOR FINAL PLAT APPROVAL FOR “DAY LILY SUBDIVISION” WHICH IS LOCATED DIRECTLY SOUTH 210 DAY LILY DRIVE, 100 FOLEY DRIVE, AND 102 FOLEY DRIVE IN A SD-2 ZONING DISTRICT.

Mayor Lynn Spruill recused herself from this portion of the meeting due to a potential conflict of interest and Vice Mayor Roy A’ Perkins assumed the chair.

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to approve FP 25-07 a request for final plat approval for “Day Lily Subdivision” which is located directly south 210 Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district. The Board voted as follow:

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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

Mayor Lynn Spruill reentered the meeting.

33. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 15, 2025 for fiscal years ending 9/30/25 and 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	\$871,726.53
Restricted Police Fund	002	\$747.16
Restricted Fire Fund	003	\$156.50
Airport Fund	015	\$22,917.90
Sanitation / Environmental Services	022	\$17,267.29
Modernization Use Tax	120	\$1,175.00
Debt Service Fund	200	\$64,300.00
City Owned Building Fund	301	\$104,445.15
Main Street Project	311	\$5,896.25
Parks Capital Project (2023)	312	\$1,650.00
Park and Rec Tourism	375	\$79,255.40
BUILD Grant MS 182/MLK Corridor	377	\$332,788.80
Starkville Utilities		\$310,945.57
Starkville Water		\$502,182.49
Payroll		\$896,132.91
Grand Total		\$3,211,586.95



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 25-07 a request for Final Plat approval for "Day Lily Subdivision" which is located directly South 210 Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district.
Date: October 21, 2025

The purpose of this report is to provide information regarding a Final Plat request by Drew Morgan on behalf of BS Development for the "Day Lily Subdivision" subdivision. Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the final plat on October 2nd, 2025 and recommend the plat for approval.

GENERAL INFORMATION

- The proposed subdivision is located at located directly South 210 Day Lily Drive, 100 Foley Drive, and 102 Foley Drive in a SD-2 zoning district.
- The gross acreage is +/- 62.13 with a total of 5 lots.
- All easements and dedications are provided on the final plat.
- Street numbers will be assigned for construction at the time of permitting.
- Electrical service will be provided by 4 County.
- Potable water and sanitary sewer utility services will be provided by the city.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely affected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of minor final plat approval. One (1) paper copy and a digital copy of the approved final plat shall be retained in the Planning Department's files. A deposit in the amount of two hundred dollars (\$200) shall be

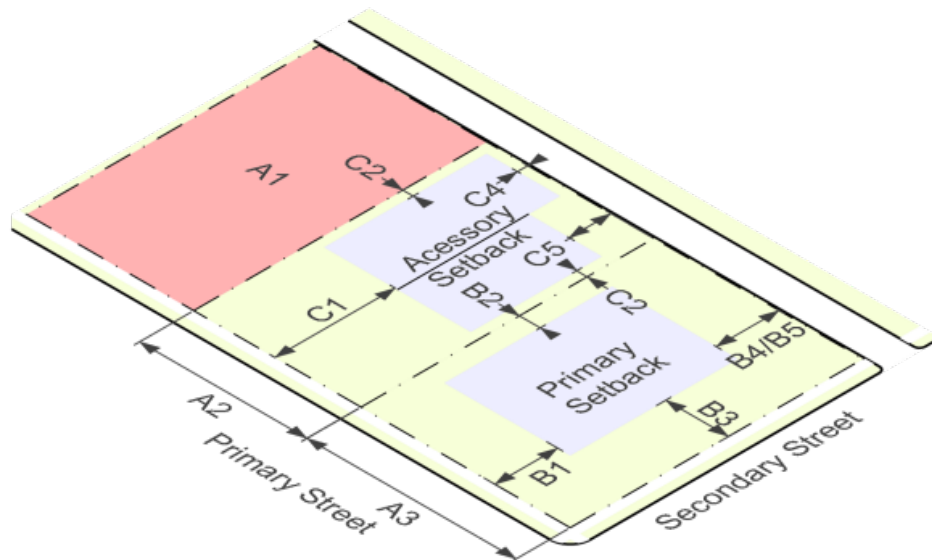
required to guarantee the return of one (1) signed copy of the final plat to the city planner.

- If the final plat is approved with condition(s) by the Board of Aldermen, the conditions shall run with the land and binding upon the applicants, their heirs, and/or successors.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

6.3.4 Base Dimensional Standards

Fig 6.3-1



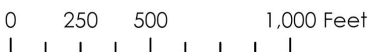
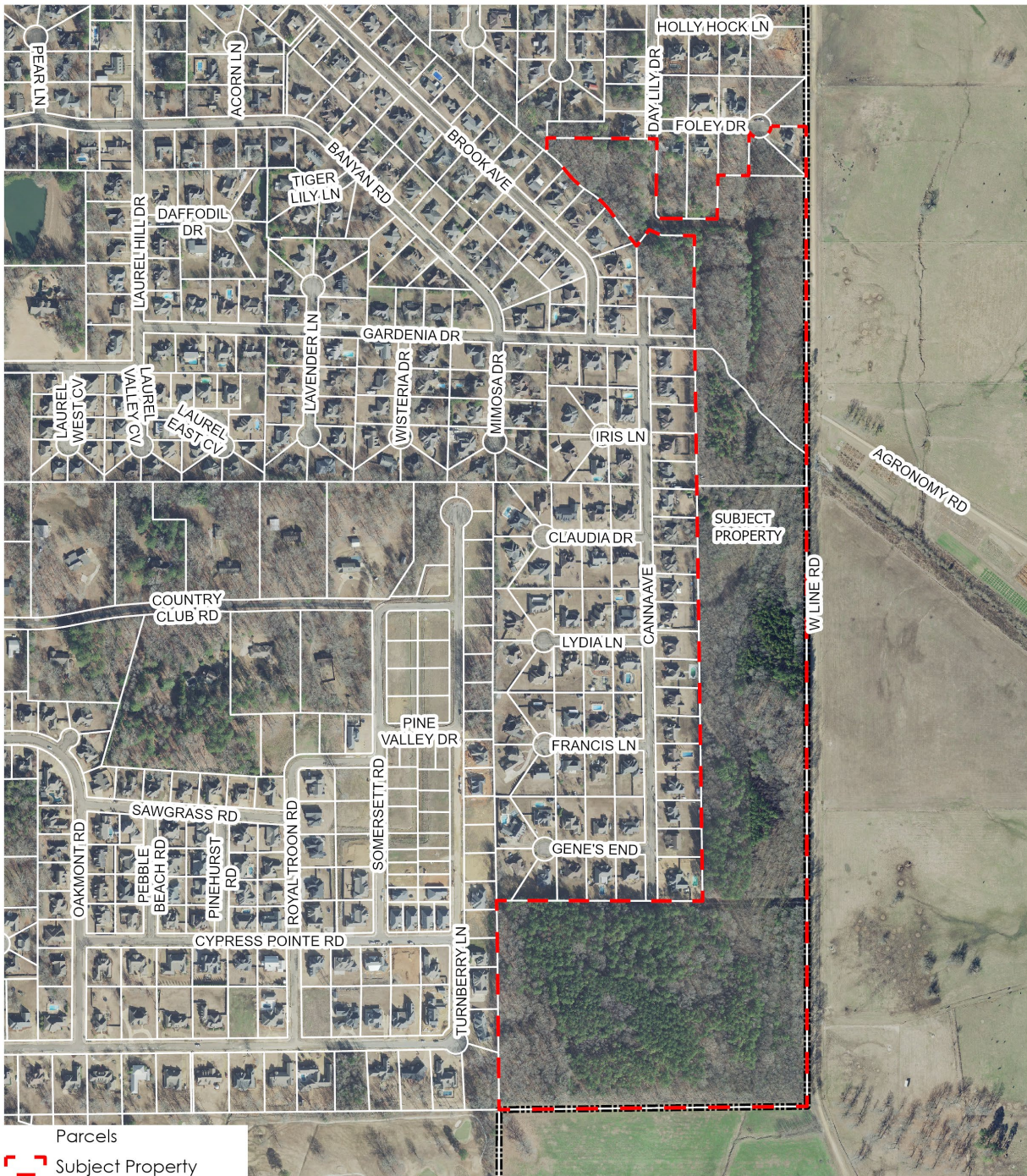
A. Lot Dimensions	SD-2
A1. Lot size per unit in sq. ft (min.)	17500
A2. Lot width (min.)	100'
A3. Lot width at corner (min.)	100'
B. Principal Building Setbacks	SD-2
B1. Front setback	30' or infill standards
B2. Side setback (min.)	10' or infill standards
B3. Side setback corner lot (min.)	30'
B4. Rear setback (min.)	25'
B5. Rear setback adjacent to street or alley (min.)	30'
C. Accessory Dwelling Unit/Structure Setbacks	SD-2

C1. Front setback	Behind rear wall of principal building.
C2. Side setback	5' min
C3. Side setback corner lot (min.)	30'
C4. Rear setback	5', minimum of 10' from any structure
C5. Rear setback adjacent to alley for garages (min.)	20'
C6. Structures housing livestock (min.)	N/A
D. Parking Setbacks	SD-2
D1. From primary street	See infill standards
E. Height	SD-2
E1. Principal building(s) (max)	35', 2.5 story
E2. Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3. Accessory structure agricultural use	15'
F. Pedestrian Access	SD-2
F1. Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
FP 25-07 Aerial



Attachment 2
FP 25-07 Zoning

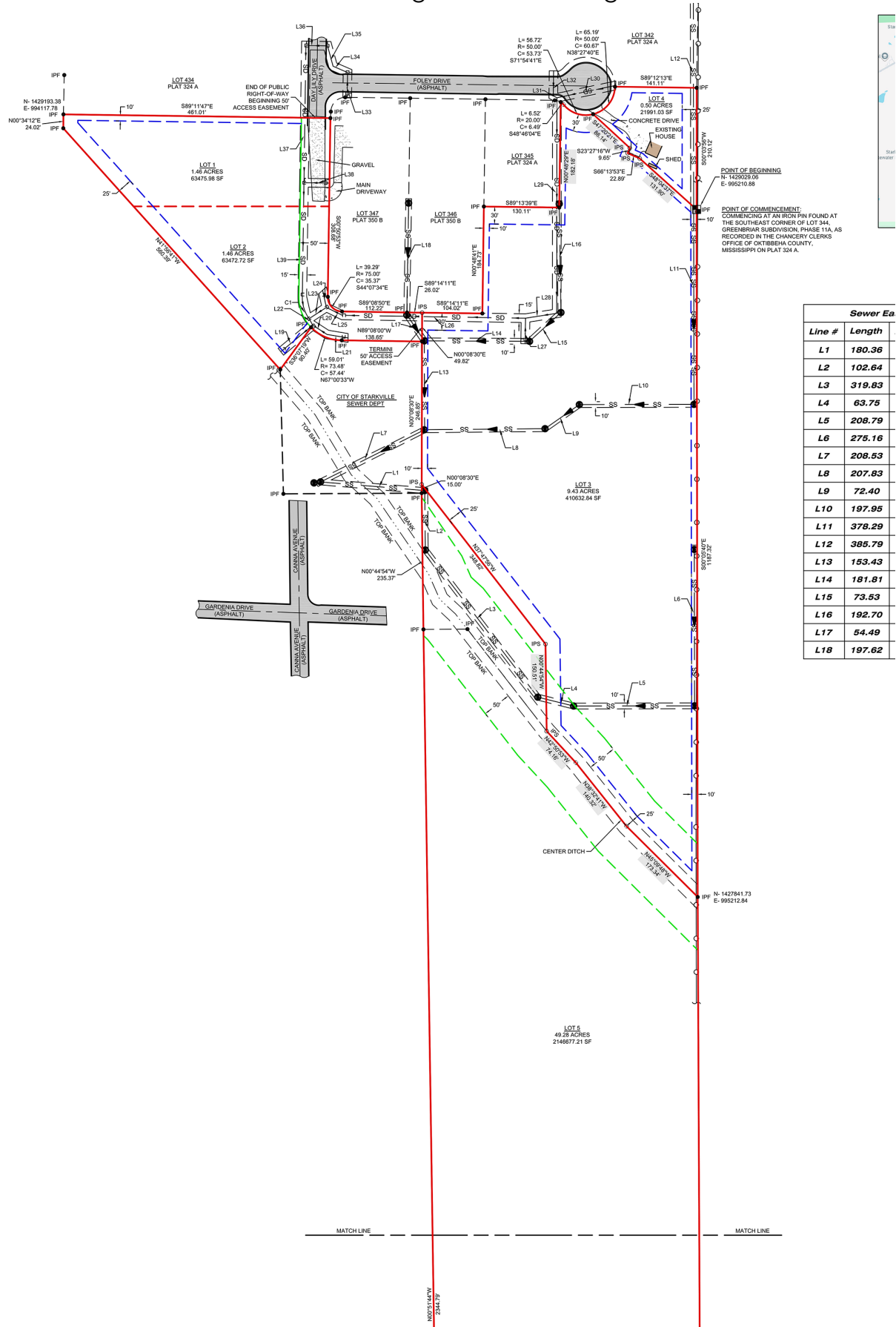


0 250 500 1,000 Feet

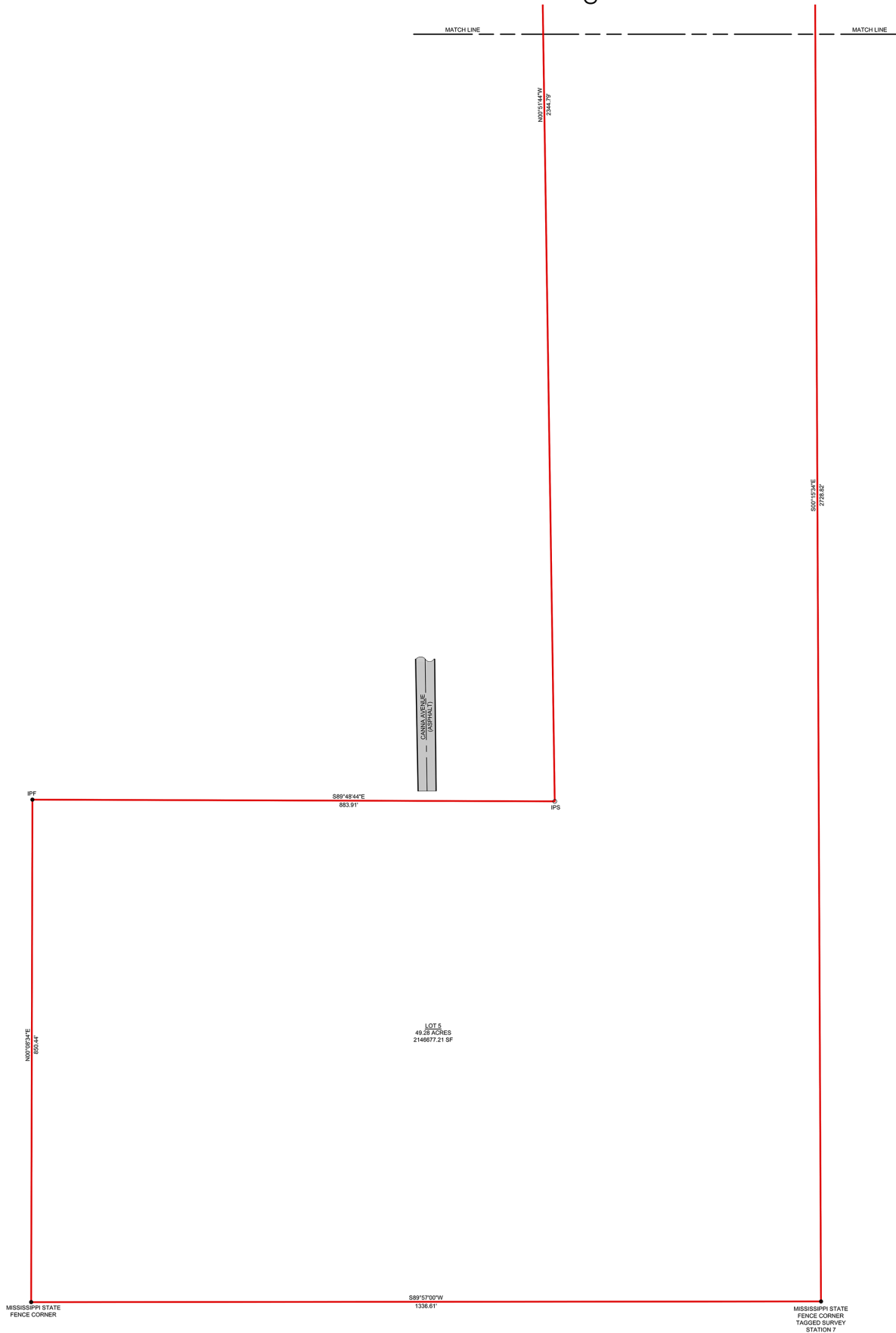


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Attachment 4- Enlarged Final Plat Page 1



Attachment 4- Final Plat Page 2





THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 25-08 a request for Final Plat approval for "Gabbidon Estates" at 318 Dr DL Conner Drive in a TN-E zoning district
Date: October 21, 2025

The purpose of this report is to provide information regarding a Final Plat request by Brittaney Gabbidon for the "Gabbidon Estates" subdivision. Please see attachments 1- 3.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the final plat on October 9, 2025.

GENERAL INFORMATION

- The proposed subdivision is located at 318 Dr D. L. Conner Drive in a TN-E zoning district.
- The gross acreage is +/- .48 with a total of number of 2 lots.
- All easements and dedications are provided on the final plat.
- Street numbers will be assigned for construction during permitting and utility assignments.
- Electrical service will be provided by Starkville Utilities.
- Potable water and sanitary sewer utility services will be provided by the city.
- The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely affected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of minor final plat approval. One (1) paper copy and a digital copy of the approved final plat shall be retained in the Planning Department's files. A deposit in the amount of two hundred dollars (\$200) shall

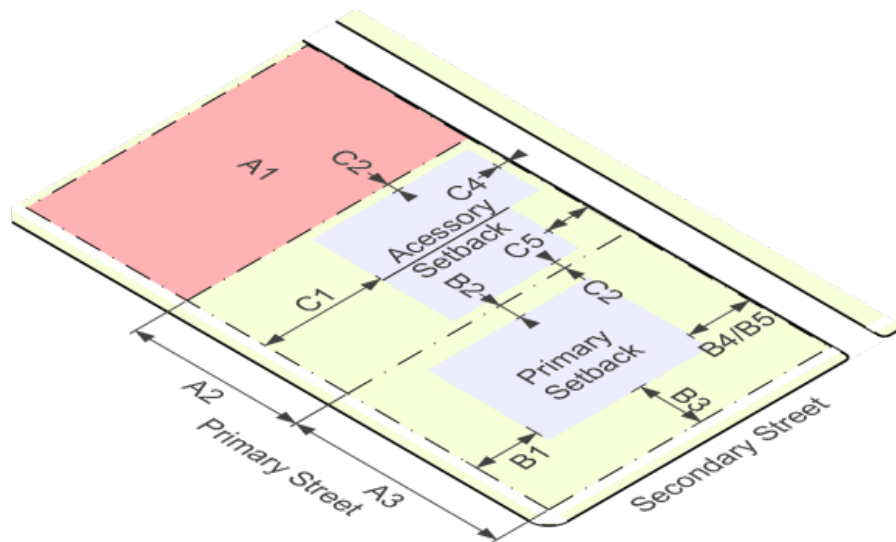
be required to guarantee the return of one (1) signed copy of the final plat to the city planner.

- If the final plat is approved with condition(s) by the Board of Aldermen, the conditions shall run with the land and binding upon the applicants, their heirs, and/or successors.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

6.3.4 Base Dimensional Standards

Fig 6.3-1



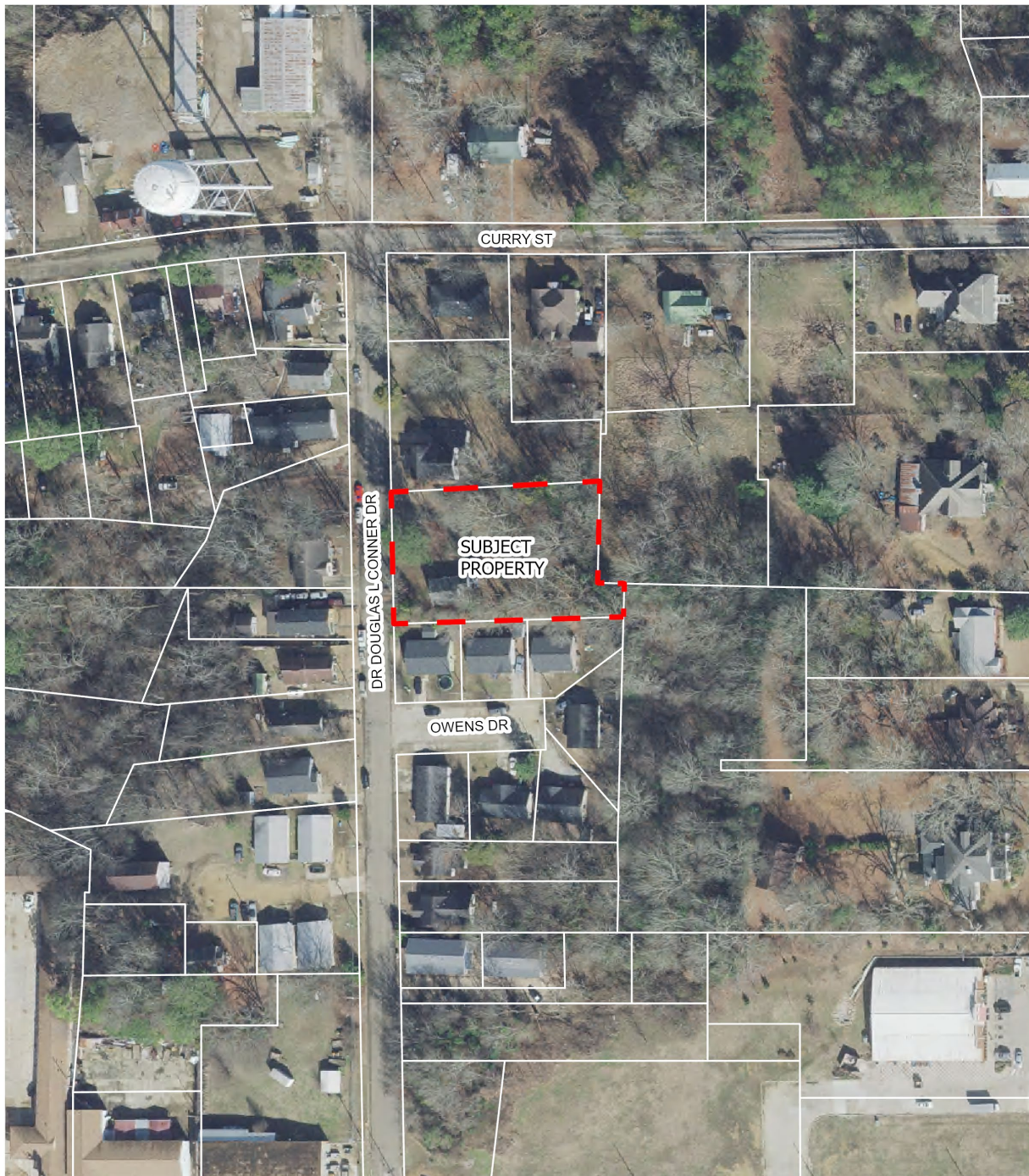
A. Lot Dimensions	TN-E
A1. Lot size per unit in sq. ft (min.)	5500
A2. Lot width (min.)	45'
A3. Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1. Front setback	15' or infill standards
B2. Side setback (min.)	5' or infill standards
B3. Side setback corner lot (min.)	15' or see infill
B4. Rear setback (min.)	15'

B5. Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1. Front setback	Behind Rear wall of principal building
C2. Side setback	5' min
C3. Side setback corner lot (min.)	10'
C4. Rear setback	5', minimum of 10' from any structure
C5. Rear setback adjacent to alley for garages (min.)	15'
C6. Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D1. From primary street	See infill standards
E. Height	TN-E
E1. Principal building(s) (max)	30', 2 story
E2. Accessory Dwelling Unit(s)/Structure(s) (max)	
E3. Accessory structure agricultural use	15'
F. Pedestrian Access	TN-E
F1. Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision.

Attachment 1
FP 25-08 Aerial



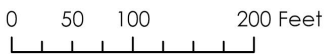
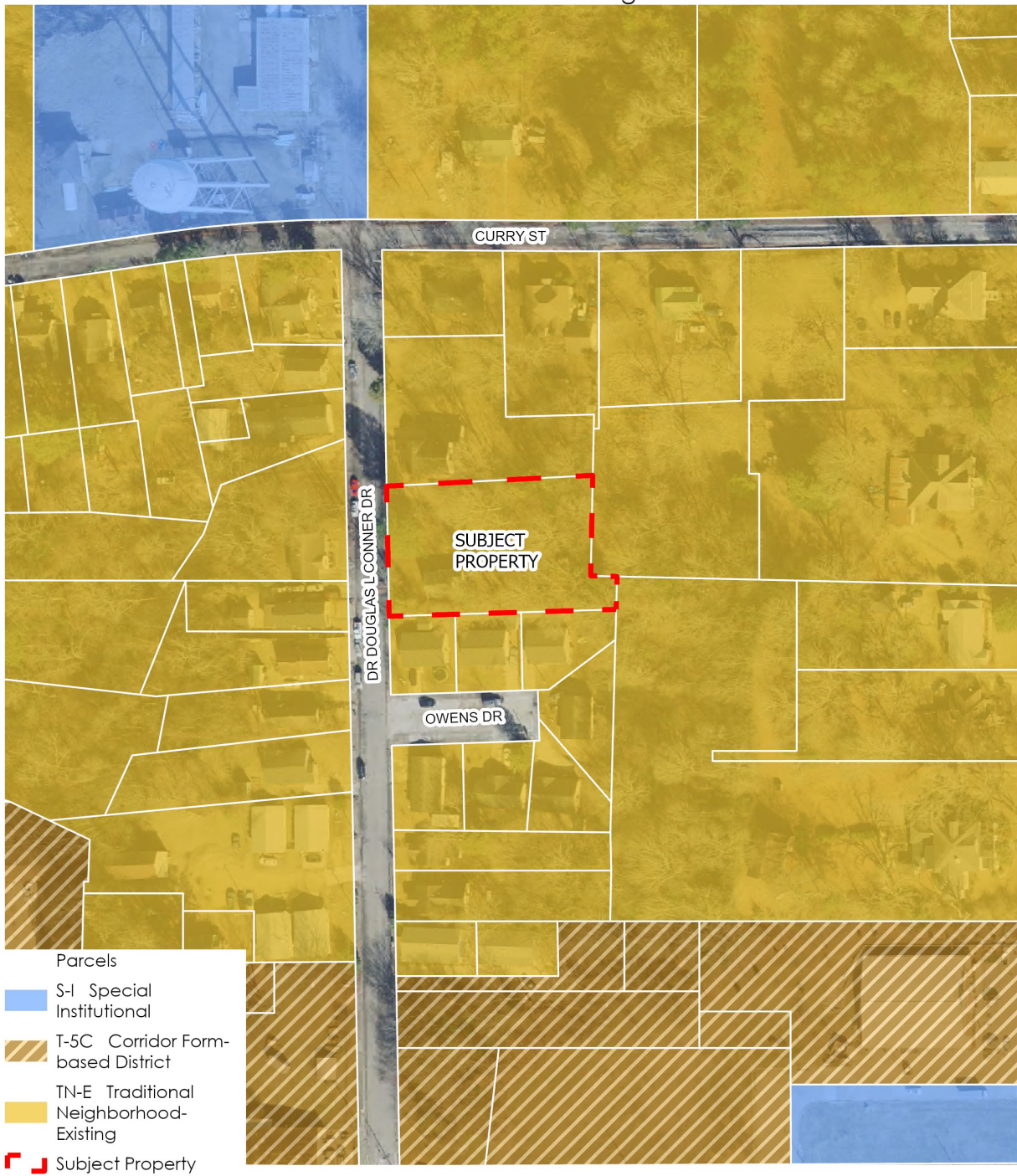
Parcels

 Subject Property

0 50 100 200 Feet




Attachment 2
FP 25-08 Zoning



Attachment 4



34. MOTION TO ADJOUR UNTIL NOVEMBER 4, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Moreland, for the Board of Aldermen to adjourn the meeting until November 4, 2025 @ 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 4th DAY OF NOVEMBER, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK