



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
AUGUST 5, 2025**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Kim Moreland
Sandra Sistrunk
Kyle Skinner
Mike Brooks
William Pochop
Henry Vaughn, Sr.

City Attorney
Berk Huskison

Human Resources Director
Nav Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Dewayne Davis

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, AUGUST 5, 2025
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JULY 11, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 15, 2025 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

DENNIS DANIELS – TRIM CANE WATER ASSOCIATION CONTRACT

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT **207 ½ MCKINLEY ST.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-040.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF REVISING THE LEASE AGREEMENT WITH OKTIBBEHA COUNTY HUMANE SOCIETY TO REFLECT THE MUTUAL CHANGE IN THE DATE OF THE COMPLETION OF THE NEW CONSTRUCTION OF MAY 1, 2025 END DATE.

B. CONSIDERATION OF REALLOCATING THE RESIDENTIAL AND COMMERCIAL LANDFILL FEES, EFFECTIVE OCTOBER 1, 2025, BY REDUCING THE RESIDENTIAL LANDFILL FEE FROM \$1.50 TO \$0.50, WITH THE REMAINING \$1.00 TO BE INCORPORATED INTO THE REGULAR

RESIDENTIAL SANITATION FEE, INCREASING IT FROM \$19.50 TO \$20.50 MONTHLY AND SIMILARLY, FOR COMMERCIAL ACCOUNTS, THE LANDFILL FEE WOULD BE ADJUSTED FROM \$5.00 TO \$2.00, WITH THE REMAINING \$3.00 TO BE ADDED TO THE REGULAR COMMERCIAL SANITATION FEE, RAISING IT FROM \$25.00 TO \$28.00 MONTHLY.

C. CONSIDERATION OF THE RESOLUTIONS AUTHORIZING THE LIENS FOR 212 GILLESPIE STREET (PARCEL NUMBER 1180-00-018.00), ON NORTH LONG STREET (PARCEL NUMBER 1180-00-018.11), 203 WARE STREET (PARCEL NUMBER 1180-00-182.00) AND 307 WEST MAIN STREET (PARCEL NUMBER 1180-00-338.00) AS PROVIDED IN THE ATTACHMENTS.

X. BOARD BUSINESS

A. CONSIDERATION OF SETTING PUBLIC HEARINGS ON THE TAX MILLAGE AND BUDGET FOR AUGUST 19, 2025 AND SEPTEMBER 2, 2025 FOR THE CITY OF STARKVILLE FOR FISCAL YEAR 2025 – 2026, WITH ADOPTION SCHEDULED FOR THE SEPTEMBER 2, 2025 MEETING.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR FOUR (4) AIRPORT BOARD MEMBERS, AIRPORT OPERATIONS MANAGER RUSTY BOUCHILLON AND AIRPORT DIRECTOR RODNEY LINCOLN TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE ON SEPTEMBER 17-19, 2025 IN HATTIESBURG, MS AT A TOTAL ESTIMATED COST OF \$3,684.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF REAPPOINTING DEBBIE NETTLES TO THE HISTORIC PRESERVATION COMMISSION.

2. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE UNIFIED DEVELOPMENT CODE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL SCHAFER, INC. FOR THE SS4A SR 12/GARRARD ROAD ROUNDABOUT PROJECT IN THE HOURLY-NOT-TO-EXCEED AMOUNT OF \$959,993.10.

2. CONSIDERATION OF APPROVING CHANGE ORDER #1 WITH BURNS DIRT CONSTRUCTION FOR THE CROSSGATES SINKHOLE REPAIR PROJECT IN THE AMOUNT OF \$21,325.00 FOR ADDITIONAL UNFORESEEN REPAIRS.

3. CONSIDERATION OF APPROVAL OF SIMMONS EROSION CONTROL, INC. AS THE LOWEST AND BEST BID IN THE AMOUNT OF \$1,178,403.35 FOR THE SPRING STREET CONNECTOR SOUTH IMPROVEMENTS PROJECT STP-7131-00(001) LPA/109583-701000 IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES AND AUTHORIZATION FOR THE CITY ENGINEER AND MAYOR TO PROCEED WITH CONTRACT EXECUTION PENDING MDOT REVIEW AND CONCURRENCE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 28, 2025 FOR FISCAL YEAR ENDING 9/30/25, 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE SAMUEL FISHER AS A PART-TIME AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE ADA THURMON AS A PERMIT SERVICES TECHNICIAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE ISAAC FENTON AS A WATER TECHNICIAN FOR THE UTILITIES DEPARTMENT.

4. REQUEST APPROVAL OF THE PROMOTIONS MATTHEW DAVIS TO THE RANK OF CAPTAIN; SCOTTY CARRITHERS TO THE RANK OF LIEUTENANT; ROBERT EGUIRES AND PARKER MADEEN TO THE RANK OF SERGEANT AND RETAIN CANDIDATES FROM THE PROMOTION PROCESS HELD IN JULY 2025 FOR CONSIDERATION TO FILL ANY

ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE POLICE DEPARTMENT WITHIN A PERIOD OF 12 MONTHS IN THE STARKVILLE POLICE DEPARTMENT.

5. CONSIDERATION OF DISCIPLINARY ACTION RECOMMENDED BY SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.# 07102025 FOR A SANITATION AND ENVIRONMENTAL SERVICES EMPLOYEE.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION OF THE APPROVAL TO ACCEPT THE 100% REIMBURSABLE FY26 ALCOHOL IMPAIRED DRIVING ENFORCEMENT GRANT IN THE AMOUNT OF \$126,917.54.
- b. CONSIDERATION OF THE APPROVAL TO ACCEPT THE 100% REIMBURSABLE FY25 402 POLICE TRAFFIC SERVICES GRANT IN THE AMOUNT OF \$24,257.00.
- c. REQUEST AUTHORIZATION TO TRADE (60) GLOCK 17 WITH (3) MAGAZINES AND THE POLICE DEPARTMENT'S INVENTORY OF ABANDONED PROPERTY, AND TO PURCHASE (60) GLOCK 47 MOS FXD WITH (3) MAGAZINES FROM THE SOUTHERN CONNECTION, THE ONLY GLOCK DEALERSHIP IN THE STATE, FOR A TOTAL COST OF \$3,439.40 AND TO REMOVE FROM CITY INVENTORY THE LIST OF OFFICERS GLOCKS AND ABANDONED PROPERTY BEING TRADED IN.
- d. REQUEST APPROVAL TO EXTEND THE SERVICES WITH LEXIS NEXIS RISK SOLUTIONS TO PROVIDE STARKVILLE POLICE DEPT. WITH ACCESS TO THE ACCURINT TRAX SERVICES AT AN ANNUAL SUBSCRIPTION FEE OF \$5,100.00 BEGINNING SEPTEMBER 1, 2025, AUTOMATICALLY RENEWED WITH A 5% INCREASE EACH YEAR, UNLESS A WRITTEN NOTICE OF TERMINATION IS ISSUED BY EITHER PARTY.

- e. REQUEST APPROVAL TO ENTER A NON-COMPENSATED SPECIAL INVESTIGATOR CONTRACT UNDER MISSISSIPPI CODE SECTION 41-29-112, BETWEEN THE MISSISSIPPI BUREAU OF NARCOTICS (MBN), INVESTIGATOR MICHAEL MCCLENDON AND STARKVILLE POLICE DEPARTMENT.

2. CODE ENFORCEMENT

- a. 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:

- 21 BENT BROOK RIDGE STREET
- 704 CYPRESS CROSSING
- 107 ECKFORD DRIVE
- 518 SYCAMORE STREET
- 102 RAYMOND STREET
- 1704 DOUGLAS MCARTHUR DRIVE
- 711 SASSAFRAS DRIVE

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF THE ACCEPTANCE OF THE AUDITED FINANCIAL STATEMENTS OF THE STARKVILLE ELECTRIC DEPARTMENT FOR THE FIFTEEN-MONTH PERIOD ENDED SEPTEMBER 30, 2024 AS PRESENTED BY WATKINS, WARD & STAFFORD, CPAS, PLLC.
2. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 WITH HEMPHILL CONSTRUCTION FOR DITCH ALTERNATE SLUDGE REMOVAL FOR THE ERNEST E. JONES WWTP AERATION IMPROVEMENTS PROJECT.
3. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM WESCO / ANIXTER INC. FOR 1,000 V4 WATER MODULES IN THE AMOUNT OF \$162,460.00 IN THAT THEY ARE COMPATIBLE WITH EXISTING METERS.
4. CONSIDERATION OF ENGAGING NEEL-SCHAFER TO PERFORM ARCHAEOLOGICAL AND ENVIRONMENTAL STUDIES FOR THE CITY OF STARKVILLE'S STARK ROAD WASTEWATER REHABILITATION PROJECT, GRANT NUMBER ARC-MS-22235.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Potential Litigation

XV. OPEN SESSION

XVI. RECESS UNTIL AUGUST 19, 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.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
June 27, 2025**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, June 27, 2025 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Kyle Skinner, Alderman Mike Brooks, Alderman William Pochop, Alderman Roy A'. Perkins, and Alderman Henry Vaughn, Sr. City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin were also present.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. §25-41-13 and a copy of that notice is included in the minutes. The work session was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

Starkville Utilities Manager Edward Kemp presented an overview of wastewater upgrades and the rate structure needed to support the treatment plant improvements allowing for compliance and growth. Due to growth in the Starkville area there is more of a demand than ever before to have the ability to provide necessary services for current and future growth.

The Mayor and members of the Board discussed items on the upcoming July 15, 2025 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. Mayor Spruill then closed the work session.

SIGNED AND SEALED THIS THE 5th DAY OF AUGUST, 2025.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JULY 11, 2025.**

**AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

JULY 11, 2025

11:00 a.m.

- A. CALL THE WORK SESSION TO ORDER**
- B. DISCUSSION OF THE SEWER UPGRADES AND THE RATE STRUCTURE TO SUPPORT THE WASTEWATER TREATMENT PLANT IMPROVEMENTS ALLOWING FOR COMPLIANCE AND GROWTH.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE JULY 15, 2025, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



Starkville
UTILITIES

WE. CONNECT

SED



Starkville
UTILITIES

SEWER RATE PROPOSAL

BOARD OF ALDERMEN WORK SESSION
JULY 11, 2025



AGENDA

- Updated Capital Improvement Plan
- Projects Overview & Capacity Improvements
- Funding Plan
- Sewer Rate Comparisons

CAPITAL IMPROVEMENT PLAN



Ernest E. Jones Wastewater Treatment Plant Comprehensive Plan



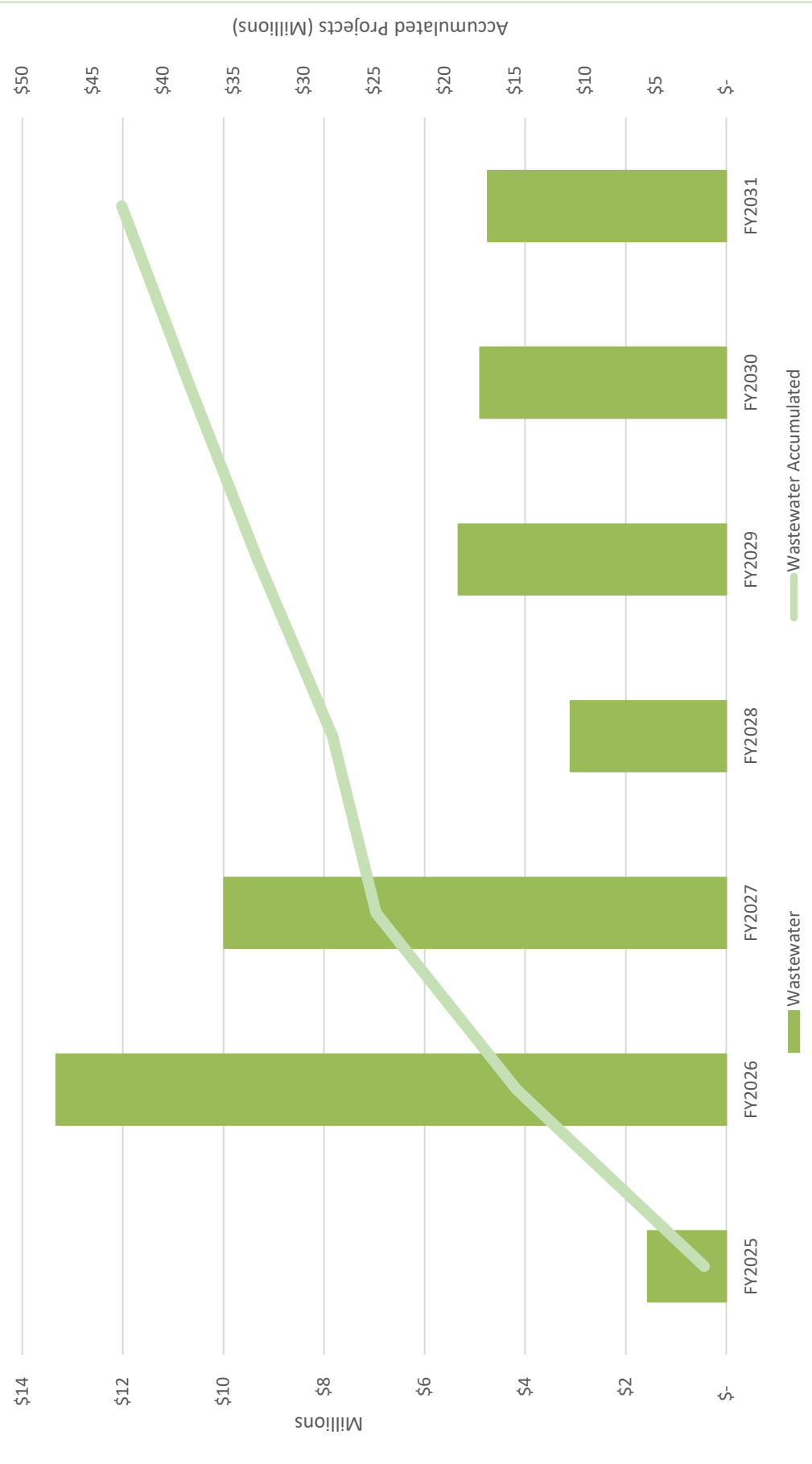
PREPARED FOR
Starkville Utilities
April 2024

- 2025-2031
(2043)
- UPDATED
PROJECTS
(BLUE)
- ACCELERATED
SCHEDULE

WASTEWATER COLLECTION AND TREATMENT

	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
TOTAL WASTEWATER COLLECTION AND TREATMENT	\$1,560,000	\$13,326,745	\$ 9,990,000	\$3,100,000	\$5,325,000	\$4,895,000	\$4,745,000
EXTERNALLY FUNDED (Estimated)	\$ 61,250	\$ 640,087	\$ 476,250	\$ 91,250	\$ 243,750	\$ 221,250	\$ 179,250
FUNDING REQUIRED	\$1,498,750	\$12,686,658	\$ 9,513,750	\$3,008,750	\$5,081,250	\$4,673,750	\$4,565,750
CAPITAL PROJECTS							
WWTP Influent PS Rehab (\$720K ARC grant)	\$1,225,000	\$12,801,745	\$9,525,000	\$1,825,000	\$4,875,000	\$4,425,000	\$3,585,000
Pargrounds Sewer Replacement		\$761,630		\$300,000	\$850,000		
Stark Road Forcemain Replacement		\$150,000	\$1,500,000				
WWTP - Aerator (\$2.24M ARPA, \$1.24M MCWL SIM MDA)							
New Headworks Facility & Clarifier Repairs	\$1,200,000	\$5,565,115	\$5,750,000				
EQ Basin		\$550,000			\$300,000	\$3,000,000	\$3,560,000
Henderson Rd/Sand Rd Sewer (CDBG Grant Amt. 750K)							
Okibbeha Gardens Sewer Rehab					\$1,800,000		
Joscy PS to Trim Cane PS Force Main Replacement					\$100,000	\$1,400,000	
Trim Cane to Hwy 12 Force Main Replacement					\$800,000		
Annexation Sewer Expansion			\$600,000	\$1,500,000	\$1,000,000		
Joscy Creek LS Replacement (OCEDA \$2M?, MDA 700K)	\$0	\$0					
Trim Cane LS Rehabilitation			\$1,500,000				
Wastewater SCADA	\$25,000		\$150,000				
Various Pumps Rehab		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
MAJOR CONSTRUCTION	\$235,000	\$375,000	\$240,000	\$525,000	\$300,000	\$310,000	\$1,000,000
Collection Systems Sewer line upgrades	\$200,000	\$325,000	\$40,000	\$200,000	\$200,000	\$250,000	\$250,000
South Montgomery Sewer - Locksley to Pleasant Acres					\$100,000		
Sewer Line Replacement & Reroute at SHS				\$175,000			
College View Sewer Re-Route			\$50,000				
Hwy 25 Lift Station				\$150,000			
Bluecutt Lift Station		\$50,000					
Wood St Sewer	\$35,000						
Lakeview Drive/Overstreet Sewer			\$150,000				
Carver Drive Sewer Line Replacement						\$60,000	
Neighborhood Infrastructure Rehab projects							\$750,000
ASSET PURCHASES- EQUIPMENT AND VEHICLES	\$100,000	\$150,000	\$225,000	\$750,000	\$150,000	\$160,000	\$160,000
Replacement of aging fleet, equipment and pumps	\$50,000	\$150,000	\$150,000	\$150,000	\$150,000	\$160,000	\$160,000
8" Bypass Pump	\$50,000						
New Vac/Jet Truck				\$600,000			
Generator for Influent LS			\$75,000				

2025 - 2031 Capital Improvement Funding



PROJECTS SCHEDULE AND CAPACITY IMPROVEMENTS

COMPLIANCE VS. CAPACITY

CAPACITY IMPROVEMENTS (MILLION GALLONS PER DAY)

- CURRENT: 4.0 ADF & 6.9 PF
- AFTER PHASE 1: 4.7 ADF & 6.9 PF
- AFTER PHASE 2: 5.1 ADF & 15.1 PF

	2023				2024				2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Package A- Aerator Replacement and Electrical Upgrades																				
Project Design																				
Bidding, Award, Contracts																				
Procurement/ Submittals																				
Construction																				
Package B- Headworks																				
Project Design																				
Equipment Pre-purchase																				
Bidding, Award, Contracts																				
Procurement/ Submittals																				
Construction																				
Package D- Secondary Clarifiers																				
Project Design																				
Bidding, Award, Contracts																				
Procurement/ Submittals																				
Construction																				

PROJECT AND FUNDING PLAN

CAPITAL IMPROVEMENT RECAP	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
EXISTING BUDGET CAPITAL FUNDING	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,150,000	\$1,150,000
WASTEWATER FUNDING PROJECTS	\$1,498,750	\$11,486,658	\$8,313,750	\$1,808,750	\$3,931,250	\$3,523,750
WASTEWATER FUNDING REQUIRED (DEBT)	\$300,000	\$10,300,000	\$7,100,000	\$1,208,750	\$3,356,250	\$2,948,750
ADDITIONAL FUNDING REQUIRED	\$-	\$-	\$-	\$-	\$-	\$-

RUNNING DEBT SCHEDULE	\$300,000	\$10,600,000	\$17,700,000	\$18,908,750	\$22,265,000	\$25,213,750
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PROPOSED DEBT PAYMENT SCHEDULE



PROPOSED RATES

CUSTOMERS INSIDE THE CITY LIMITS & BLUEFIELD CUSTOMERS

SEWER RATES*	EXISTING	OPTION A	OPTION B
BASE RATE**:	\$9.00	\$10.00	\$11.00
VARIABLE RATE:	\$4.50	\$6.50	\$7.00
FLAT RATE (SEWER ONLY)***	\$21.67	\$28.30	\$30.71

CUSTOMERS OUTSIDE THE CITY LIMITS (EXCLUDES BLUEFIELD CUSTOMERS; 50% INCREASE FROM CITY RESIDENTS)

SEWER RATES*	EXISTING	OPTION A	OPTION B
BASE RATE**:	\$13.50	\$15.00	\$16.50
VARIABLE RATE:	\$6.75	\$9.75	\$10.50
FLAT RATE (SEWER ONLY)***	\$32.51	\$42.45	\$46.06

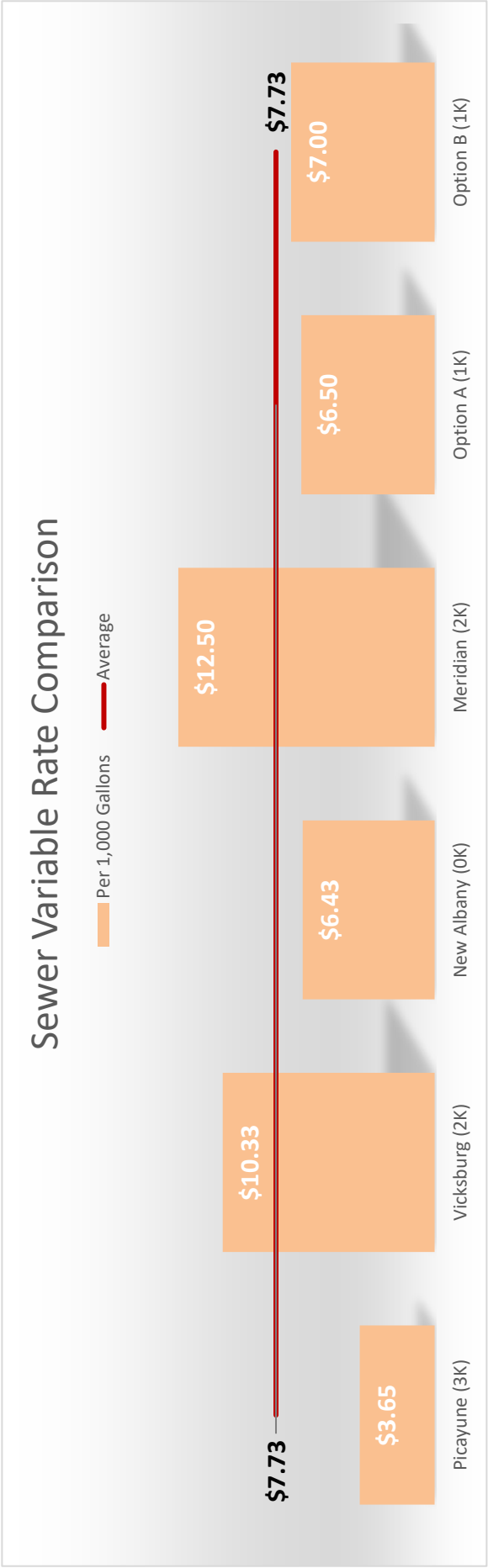
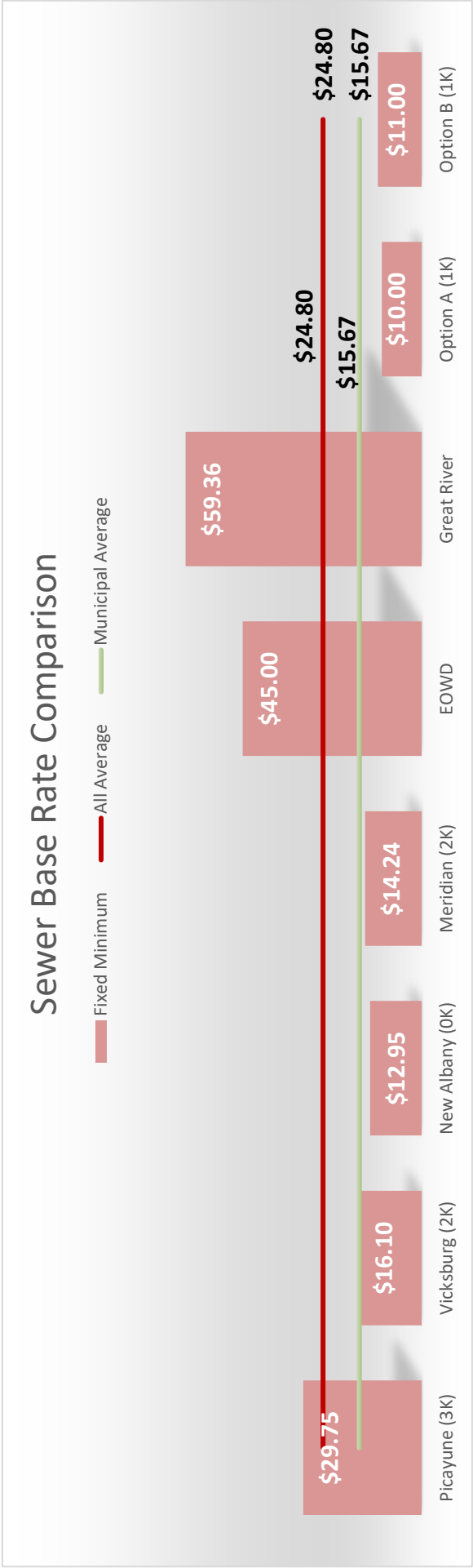
*RATE CLASSES INCLUDE: RESIDENTIAL, COMMERCIAL, & INDUSTRIAL

**INCLUDES 1000 GALLONS IN PROPOSED AND EXISTING BASE RATES

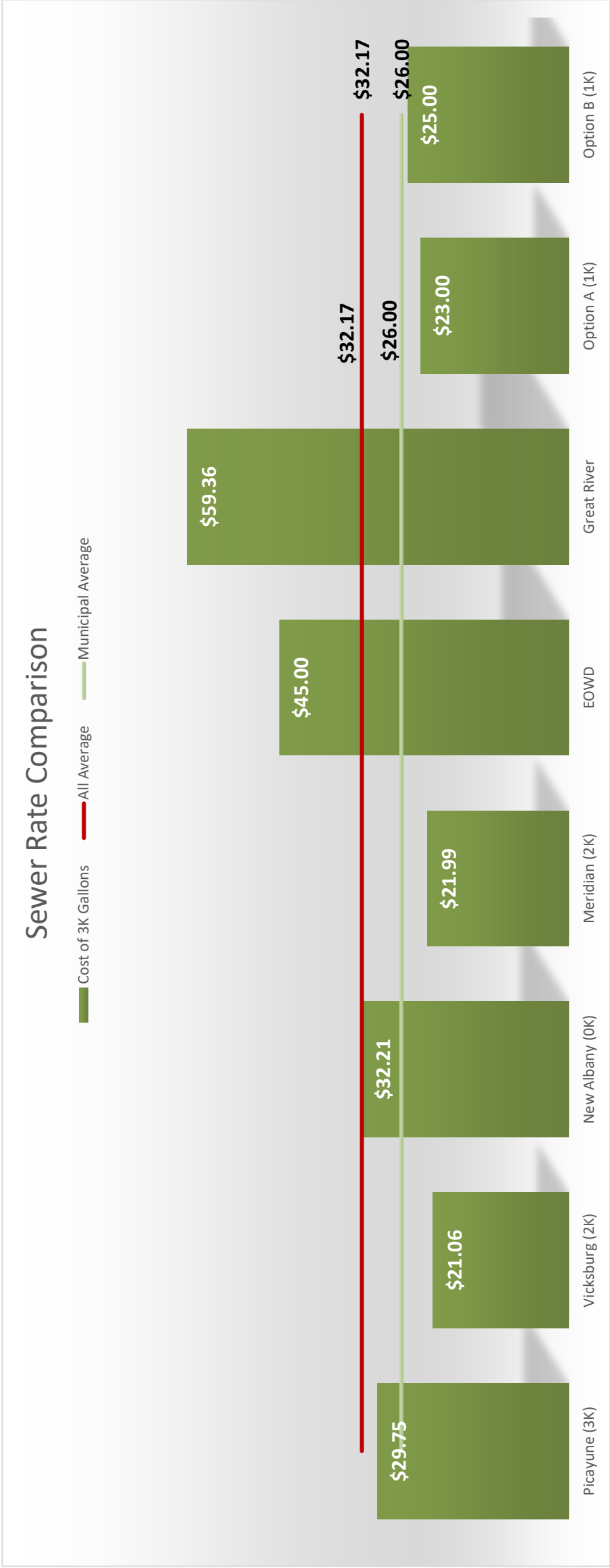
*** FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS. OTHER USES CALCULATED USING MSDH DESIGN CRITERIA FOR AVERAGE USAGE

VARIABLE RATE IS PER 1000 GALLONS

SEWER BASE & VARIABLE RATE COMPARISON



SEWER RATE COMPARISON- 3000 GALLONS





**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM: MINUTES
AGENDA DATE: 8-05-25
PAGE: 1 of 23

SUBJECT: Request approval of the minutes of the July 15, 2025 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the July 15, 2025 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
July 15, 2025**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 15, 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 / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Brooks asked to add Item XI. D. 1. (Trumpet Vine Lane) to consent. There being no objections, the item was added to consent. There being no additional changes requested, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Brooks offered a motion, duly seconded by Alderman Moreland, to approve the July 15, 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.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JULY 15, 2025
5:30 P.M., CONFERENCE ROOM, CITY HALL - 110 WEST MAIN STREET**

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

CONSIDERATION OF THE MINUTES OF THE JUNE 27, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JULY 1, 2025 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (**LONG ST, VACANT LOT AND 205 LINDBERGH BLVD**) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT **716 CYPRESS RD.**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102E-00-131.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF INCREASING THE SEWER RATES TO ALLOW FOR THE UPGRADES AND EXPANSION OF THE EXISTING WASTEWATER TREATMENT PLANT TO \$___ FIXED AND \$___ VARIABLE TO BE EFFECTIVE OCTOBER 1, 2025.

B. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR 129 HELEN CIRCLE IN THE AMOUNT OF \$300.00.

C. CONSIDERATION OF THE ADOPTION OF THE RESOLUTION SUPPORTING THE DISTRICT IV REGIONAL HAZARD MITIGATION PLAN OF OKTIBBEHA COUNTY AND THE CITY OF STARKVILLE.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVING A RESOLUTION DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ADOPTING TRUMPET VINE LANE INTO THE PUBLIC STREET SYSTEM OF THE CITY OF STARKVILLE.
2. CONSIDERATION OF SELECTING GARVER, LLC AS THE PREFERRED CONSULTANT FOR THE DESIGN OF THE SPRING STREET NORTH PHASE 3 TRANSPORTATION ALTERNATIVE PROJECT USING THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SMALL PURCHASE PROCEDURE, AND EXECUTING A CONTRACT FOR SAID WORK IN THE AMOUNT OF \$182,500.00.
3. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH TEMPLE, INC. FOR TRAFFIC SIGNAL CABINET MAINTENANCE AND TROUBLESHOOTING TRAINING FOR A NOT TO EXCEED AMOUNT OF \$15,000.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 8, 2025 FOR FISCAL YEAR ENDING 9/30/25, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. CONSIDERATION TO CHANGE THE RESOLUTION ADOPTED OCTOBER OF 2019 WITH MISSISSIPPI MUNICIPAL INTERCEPT COMPANY, LLC NAMING THE CITY CLERK AS THE LOCAL DEBT COLLECTION COORDINATOR TO THE COURT CLERK AS AUTHORIZED BY THE LOCAL GOVERNMENT DEBT COLLECTION SETOFF ACT, HOUSE BILL NO.991, 2019 REGULAR SESSION MISSISSIPPI LEGISLATURE.
3. ACCEPTANCE OF THE JUNE FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ANDREW ROGERS AS A BUILDING INSPECTOR FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JAMIE GRAY AS A TEMPORARY FULL TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE EVERETT COVERT, JOE POWELL AND JASON SCATES AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE STEPHEN NANTEL AS A FOREMAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE ELLA ABADIE AS AN INTERN FOR THE CITY CLERK'S OFFICE.

6. REQUEST AUTHORIZATION TO HIRE ANN SMITH AS AN INTERN FOR THE HUMAN RESOURCES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF A PURCHASE AGREEMENT OF DUO MULTI-FACTOR AUTHENTICATION SOFTWARE FROM C'SPIRE FOR THE AMOUNT OF \$9,145.00 PER YEAR, THE LOWER OF TWO QUOTES.

I. PARKS

1. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER TO BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$7,432.32 INCREASE THE HAULING AND ROUGH GRADING OF THE EXCESS SOIL FROM THE MCKEE PARK IMPROVEMENTS PROJECT TO THE SPORTSPLEX TO AID IN THE CONSTRUCTION OF OVERFLOW PARKING LOT NEAR THE SOCCER FIELDS.
2. CONSIDERATION OF THE SOLE SOURCE QUOTE FOR CCTV EQUIPMENT INSTALLATION AT MCKEE PARK IN THE AMOUNT OF \$41,414.60 IN THAT IT IS THE SAME EQUIPMENT AS INSTALLED IN THE REST OF THE CITY.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF THE BEST QUOTE BASED ON DELIVERY TIME FROM AECI FOR WOOD TRANSMISSION POLES (1-80' AND 1-85') IN THE AMOUNT OF \$7,188.30.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE BLUEFIELD WATER TREATMENT PLANT REHABILITATION PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL AUGUST 5, 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 – 21:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 27, 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 Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 27, 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 JULY 1, 2025 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 1, 2025 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF RESOLUTION AUTHORIZING THE LIEN FOR 129 HELEN CIRCLE IN THE AMOUNT OF \$300.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the lien (LIEN 25-3) for 129 Helen Circle in the amount of \$300.00 for mowing, cleaning, and/or demolition” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE ADOPTION OF THE RESOLUTION SUPPORTING THE DISTRICT IV REGIONAL HAZARD MITIGATION PLAN OF OKTIBBEHA COUNTY AND THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the resolution to adopt the District 4 Regional Hazard Plan for Oktibbeha County and the City of Starkville” is enumerated, this consent item is thereby approved.

RESOLUTION FOR ADOPTING THE DISTRICT 4 REGIONAL HAZARD MITIGATION PLAN

WHEREAS, various natural hazards have the potential for causing devastating harm and loss of life and property to the citizens of the City of Starkville and will continue to do so; and

WHEREAS, the implementation of hazard mitigation policies and strategies can protect the citizens, and significantly reduce the loss of life and property from natural hazards; and

WHEREAS, a concerted effort should be made to address hazard mitigation in our respective policies and programs; and

WHEREAS, hazard mitigation goals and objectives can be effectively developed through participation in the development of a regional mitigation plan,

NOW THEREFORE, We, the Mayor, Board of Alderman of the City of Starkville do hereby resolve to adopt the District 4 Regional Hazard Mitigation Plan.

Alderman Mike Brooks offered and Alderman Kim Moreland seconded the motion to adopt the foregoing resolution; the result was as follows:

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

IN WITNESS WHEREOF, I have subscribed my signature this, the 15th day of July, 2025.

D. Lynn Spruill, Mayor

6. CONSIDERATION OF ADOPTING TRUMPET VINE LANE INTO THE PUBLIC STREET SYSTEM OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “adopting Trumpet Vine Lane into the public street system of the City of Starkville” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF SELECTING GARVER, LLC AS THE PREFERRED CONSULTANT FOR THE DESIGN OF THE SPRING STREET NORTH PHASE 3 TRANSPORTATION ALTERNATIVE PROJECT USING THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SMALL PURCHASE PROCEDURE, AND EXECUTING A CONTRACT FOR SAID WORK IN THE AMOUNT OF \$182,500.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of selecting Garver, LLC as the preferred consultant for the design of the Spring Street North Phase 3 Transportation Alternative project using the Mississippi Department of Transportation small purchase procedure, and executing a contract for said work in the amount of \$182,500.00” is enumerated, this consent item is thereby approved.

This approval, for the professional engineering design phase of the project, is a non-participating portion of the grant funding and must be fully paid by the City. \$162,500 of the design is lump sum, and the remaining \$20,000 is hourly-not-to-exceed.

The grant funds will be applied to the Construction Engineering & Inspection as well as the construction of the project. The total participating amount from MDOT is \$1,100,000 (80%) with a required match from the City of \$275,000 (20%). This does not include the design portion of the project of \$182,500.00.

8. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH TEMPLE, INC. FOR TRAFFIC SIGNAL CABINET MAINTENANCE AND TROUBLESHOOTING TRAINING FOR A NOT TO EXCEED AMOUNT OF \$15,000.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the professional services contract with Temple, Inc. for traffic signal cabinet maintenance and troubleshooting training for a not to exceed amount of \$15,000.00” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO CHANGE THE RESOLUTION ADOPTED OCTOBER OF 2019 WITH MISSISSIPPI MUNICIPAL INTERCEPT COMPANY, LLC NAMING THE CITY CLERK AS THE LOCAL DEBT COLLECTION COORDINATOR TO THE COURT CLERK AS AUTHORIZED BY THE LOCAL GOVERNMENT DEBT COLLECTION SETOFF ACT, HOUSE BILL NO.991, 2019 REGULAR SESSION MISSISSIPPI LEGISLATURE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval changing the Resolution adopted in 2019 entering into an agreement with the Mississippi Municipal Intercept Company, LLC to collect City of Starkville debt as authorized by the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session Mississippi Legislature to name the Court Clerk in place of the City Clerk” is enumerated, this consent item is thereby approved.

10. ACCEPTANCE OF THE JUNE FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the June financial statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE ANDREW ROGERS AS A BUILDING INSPECTOR FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrew Rogers as a Building Inspector for the Community Development Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE JAMIE GRAY AS A TEMPORARY FULL TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Jamie Gray as a temporary full time Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE EVERETT COVERT, JOE POWELL AND JASON SCATES AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Everett Covert, Joe Powell and Jason Scates as Non-Certified Firefighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE STEPHEN NANTEL AS A FOREMAN IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Stephen Nantel as a Foreman in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE ELLA ABADIE AS AN INTERN FOR THE CITY CLERK’S OFFICE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Ella Abadie as a part time Intern for the City Clerk’s Office” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE ANN SMITH AS AN INTERN FOR THE HUMAN RESOURCES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Ann Smith as a part time Intern for the Human Resources Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF PURCHASE AGREEMENT OF DUO MULTI-FACTOR AUTHENTICATION SOFTWARE FROM C’SPIRE FOR THE AMOUNT OF \$9,145.00 PER YEAR, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of Duo multi-factor authentication software from C’Spire for the amount of \$9,145.00 per year, the lower of two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: C’Spire - \$9,145.00 and NextStep -\$10,620.00

18. CONSIDERATION OF APPROVING THE SUMMARY CHANGE ORDER TO BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF A \$7,432.32 INCREASE FOR THE HAULING AND ROUGH GRADING OF THE EXCESS SOIL FROM THE MCKEE PARK IMPROVEMENTS PROJECT TO THE SPORTSPLEX TO AID IN THE CONSTRUCTION OF OVERFLOW PARKING LOT NEAR THE SOCCER FIELDS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the summary change order to Burns Dirt Construction, Inc. in the amount of an \$7,432.32 increase for the hauling and rough grading of the excess soil from the McKee Park Improvements Project to the Sportsplex to aid in the construction of overflow parking lot near the soccer fields” is enumerated, this consent item is thereby approved.

The Change Order follows this page.

19. CONSIDERATION OF THE SOLE SOURCE QUOTE FOR CCTV EQUIPMENT INSTALLATION AT MCKEE PARK IN THE AMOUNT OF \$41,414.60 IN THAT IT IS THE SAME EQUIPMENT AS INSTALLED IN THE REST OF THE CITY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the sole source quote for CCTV equipment and installation at McKee Park in the amount of \$41,414.60 in that it is the same system and therefore compatible with other CCTV equipment in the City” is enumerated, this consent item is thereby approved.

Change Order

Summary Change Order

Date of Issuance: 7/8/25

Effective Date: 7/15/25

Project: E Garrard Slope Repair	Owner: City of Starkville	Owner's Contract No.: 22016
Contract: McKee Park Excess Soil Hauling		Date of Contract: 2/4/25
Contractor: Burns Dirt Construction, Inc		Engineer's Project No.: 22016

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

Description:

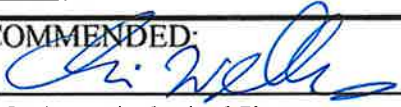
Summary Change Order

Reason for Change Order: actual material quantity hauled was 5,568 cubic yards (cy) which is 1,568 cy above the estimated 4,000 cy. The contract price of \$3.59 per cy to haul and \$1.15 to grade adds up to an increase of \$7,432.32.

Attachments (list documents supporting change):

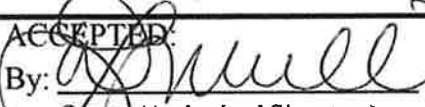
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Estimated Contract Price: <u>\$20,591.18</u>	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 14 Ready for final payment (days or date): 14
Increase from previously approved Contract to No. <u>1</u> : <u>\$0.00</u>	Increase from previously approved Change Orders to No. <u>1</u> : Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: <u>\$20,591.18</u>	Contract Times prior to this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Increase of this Change Order: <u>\$7,432.32</u>	Increase of this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Contract Price incorporating Change Order: <u>\$28,023.50</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): 14 Ready for final payment (days or date): 14

RECOMMENDED:

By: 
Engineer (Authorized Signature)

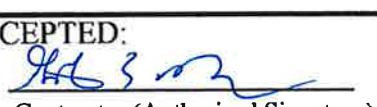
Date: 7-15-2025

ACCEPTED:

By: 
Owner (Authorized Signature)

Date: 7-15-2025

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 7-22-25

20. CONSIDERATION OF APPROVAL OF THE BEST QUOTE BASED ON DELIVERY TIME FROM AECI FOR WOOD TRANSMISSION POLES (1-80' AND 1-85') IN THE AMOUNT OF \$7,188.30.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the best quote based on delivery time from AECI for wood transmission poles (1-80' and 1-85') in the amount of \$7,188.30” is enumerated, this consent item is thereby approved.

	BEST QUOTE		
	Anixter	AECI	DeSoto Treated Materials
Wood Pole - Class 1 - 80'	\$2,818.18	\$3,334.80	\$3,500.00
Wood Pole - Class 1 - 85'	\$3,329.55	\$3,853.50	\$3,945.00

Lead time

8-10 weeks

4-5 weeks

These are wood transmission poles that are needed for a temporary relocation of the transmission line to the MSU substation. There is a very tight timeline to move this transmission so the construction can begin on the new hotel. It is recommended to select AECI based on delivery time. The lead time for Anixter is 8 - 10 weeks and AECI is 4 - 5 weeks. Westside Fund LLC is reimbursing Starkville Utilities for these poles and it is preferred to get the poles here a month or more early for a higher price.

21. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE BLUEFIELD WATER TREATMENT PLANT REHABILITATION PROJECT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to approve the July 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Bluefield Water Treatment Plant Rehabilitation Project” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: The Mayor thanked all that participated in the July 4 celebration at Cornerstone.

BOARD OF ALDERMEN COMMENTS:

Alderman Brooks invited everyone to welcome the Sturgis Motorcycle Rally back to the area August 14 – 16.

Mayor Spruill called Navarette Ashford up to the podium at this time. She and the Board thanked him for his years of service to the City as Human Resource Director and Chief Operations Officer. He has resigned for medical reasons and hopes to return to the City one day to work again for the citizens and employees of Starkville.

CITIZEN COMMENTS:

Laural Lynn Rowse, Ward 3, spoke in favor of the proposed increase in sewer rates as a wastewater engineer. She stated sewer / wastewater is essential for the growth of any City.

Devin Christian spoke to an event that occurred on July 10, 2025 in which she was called a racial slur by an employee who was off work, but wearing a City shirt. She felt that some sort of action should be brought against him.

Kintaris Thompson spoke to a traffic stop on July 5, 2025 at which he was pulled over by the Starkville Police Department. He noted he had been raised in a caring home to always be his best and to respect the law, but he felt his rights were taken from him on that night.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (LONG ST, VACANT LOT AND 205 LINDBERGH BLVD) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

Code Enforcement Supervisor Sgt. Scotty Carrithers presented Long St, Vacant Lot and 205 Lindbergh Blvd on the property mowing list for adjudication as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated §21-19-11.

He noted that the morning of July 15 he observed 205 Lindbergh Blvd had been mowed but that there had been no change to the vacant lot on Long Street.

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

22. CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (LONG ST, VACANT LOT AND 205 LINDBERGH BLVD) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

Alderman Vaughn, duly seconded by Alderman Brooks, offered a motion for the City of Starkville to mow the properties located at Long St - Vacant Lot and 205 Lindbergh Blvd on the property mowing list for adjudication as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated §21-19-11. 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 and the request denied.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 716 CYPRESS RD., STARKVILLE, MS, WITH PARCEL NUMBER 102E-00-131.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Code Enforcement Supervisor Sgt. Scotty Carrithers presented 716 Cypress Road, Starkville, MS, with parcel number 102E-00-131.00. Sergeant Carrithers conducted an inspection on June 25, 2025 which provided evidence that the property contained conditions not suitable for public health and safety such as possible fire damage to the structure. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and the vacant apartment providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

Sergeant Carrithers made contact with the daughter of the property owner, Glenda Faye Carr. He was informed that the property owner, W. L. Smith was deceased, and she was responsible for paying the property taxes. After

informing her of the situation, Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on June 27, 2025. A Notice of Public Hearing was mailed on June 27, 2025, to the property tax payer/owner, Glenda Faye Carr, the daughter of the property owner. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax are collected and through Deed records.

A second inspection of the property was conducted on July 3, 2025 by Sergeant Scotty Carrithers. This inspection provided information that the condition of the property has not improved since the initial inspection.

An Administrative Inspection Warrant was served on July 8, 2025, at approximately 09:23 hours. The warrant was served by Sergeant Scotty Carrithers and Building Official Stein McMullen. Photographs were taken of the property, to include the exterior of the house. Entry into the house was not made due to the house key being lost by the property owner.

Ms Carr was present and asked for time to make repairs to the house in that she hopes to live there again.

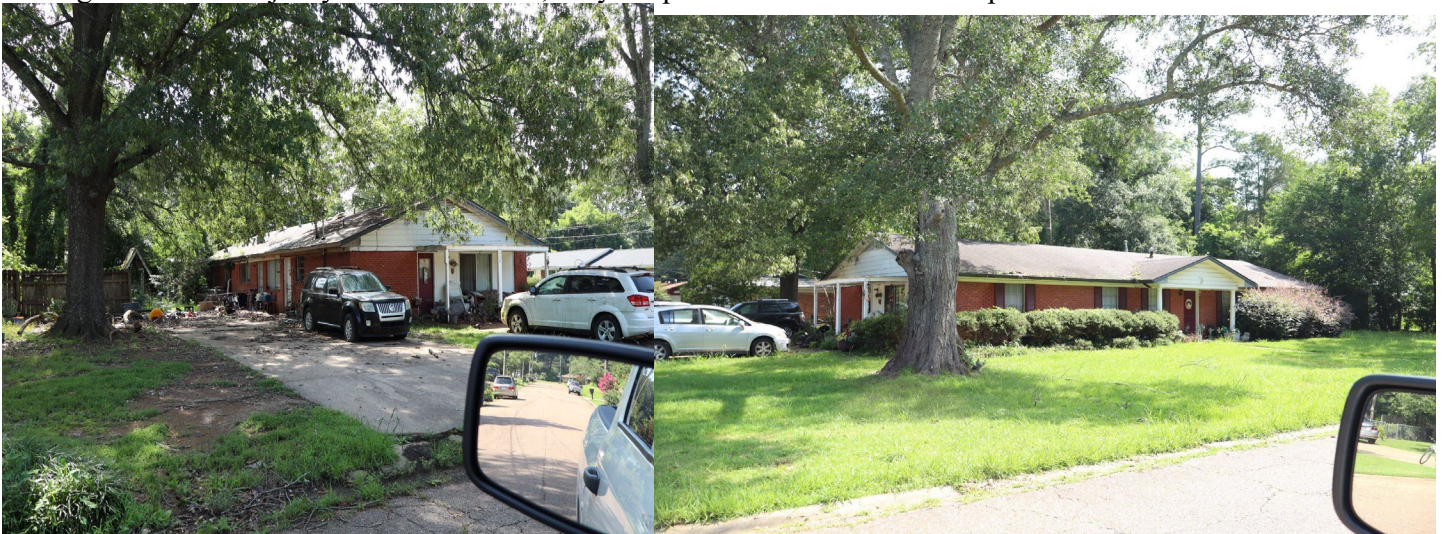
Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

23. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 716 CYPRESS RD., STARKVILLE, MS, WITH PARCEL NUMBER 102E-00-131.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Alderman Vaughn, duly seconded by Alderman Moreland, offered a motion for the City of Starkville to determine the property, located at 716 Cypress Road, Starkville, MS 39759, with parcel number 102E-00-131.00 to be a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site if the owner has not made the necessary repairs and kept the exterior mowed and clean within six months, January 15, 2025. 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.



Property Link OKTIBBEHA COUNTY, MS

Current Date 6/25/2025

Tax Year 2024
Records Last Updated 6/24/2025

PROPERTY DETAIL			
OWNER	SMITH W L ETUX ESTATE		ACRES : **NA**
	716 CYPRESS		LAND VALUE : 50000
	STARKVILLE MS 39759		IMPROVEMENTS : 94100
			TOTAL VALUE: 144100
			ASSESSED : 14410
PARCEL	102E-00-131.00		
ADDRESS	716 CYPRESS		
TAX INFORMATION			
YEAR 2024	TAX DUE	PAID	BALANCE
COUNTY	644.14	0.00	660.24
CITY	461.12	0.00	472.65
SCHOOL	800.92	0.00	820.94
TOTAL	1906.18	0.00	1953.83 2.50% Penalty
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 102 GREENOAKS SUB #5		
HOMESTEAD CODE REG	2008/2565 2010/771 2020/2725		
TAX DISTRICT	1110	MAP 102E DB/PG 683/551 2006/95	
PPIN	003433	89	
SECTION	04	B 2020 P 2725 05/01/2020	
TOWNSHIP	18N		
RANGE	14E		
Book 2020	Page 2725		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2023	MONT'S GRADY	NOT REDEEMED
2022	GANESHA TAX INVESTMENTS LLC	6/17/2024 SMITH W L ETUX ESTATE
2021	MONT'S GRADY	6/17/2024 SMITH W L ETUX ESTATE
2020	MONT'S GRADY	8/25/2023 GLENDA CARR
2019	MONT'S GRADY	8/31/2022 SMITH W L ETUX
2018	MONT'S GRADY	8/26/2021 GLENDA CARR
2017	MONT'S GRADY	8/27/2020 ERIC PETTY
2016	MONT'S GRADY	8/27/2019 SMITH W L ETUX

[Back](#)





STARKVILLE POLICE DEPT Calls For Service

from N/A
thru 06/25/2025 11:06

Call # 25-020431
Date/Time 06/25/2025 10:05:17
Type CODE ENFORCEMENT
How Rcvd RADIO
Sent To Dispatch 06/25/2025 10:05:25

Dispatcher MULLEN, T
Disposition NO ACTION
Zone 2

Location Address
716 CYPRESS DR
STARKVILLE, MS 39759

Officer Information

Badge - Name
SMITH, JAMES
CARRITHERS, S

Dispatched	Arrived	Cleared	De-Assign	Case Number
10:05:28		10:05:36	10:05:36	
10:05:32	10:05:34	10:13:37		

Notes

6/25/2025 10:11:18 AM	CARRITHERS, S	POSSIBLE DILAPIDATED BLDG
6/25/2025 10:12:52 AM	CARRITHERS, S	3 CARS ON THE PROPERTY. ALL APPEAR TO BE ABANDONED.
6/25/2025 10:13:09 AM	CARRITHERS, S	OVER GROWTH OF GRASS & BUSHES
6/25/2025 10:13:29 AM	CARRITHERS, S	APPEARS TO HAVE 2 HOLES IN THE ROOF.

FIRST NOTICE OF VIOLATION

W L Etux Estate Smith
716 Cypress
Starkville, MS 39759

Case No. 25-000179
Issued: June 26, 2025

VIOLATION LOCATION

716 Cypress,
Starkville, MS 39759

LEGAL DESCRIPTION

Lot 102 Greenoaks Sub #5

An inspection of the above referenced property was made on **June 25, 2025**. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to **bring the property into compliance no later than July 14, 2025**.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, **please contact this office at (662) 323-4131**.

Issued By:

Scotty L. Carrithers
Scotty Carrithers, Sergeant

RECIPIENTS: W L Etux Estate Smith

Violations Listing

Dilapidated Structures [MCA Section 21-19-11]

Reported By: Scotty Carrithers on Jun 25, 2025 at 11:04 AM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION

DESCRIPTION

Agency Steps for Non-Compliance (Penalty)

(REQUIRED)

The City shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom.

The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.



Glenda Faye Carr
716 Cypress Rd.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 102E-00-131.00
716 Cypress Rd., STARKVILLE, MS 39759

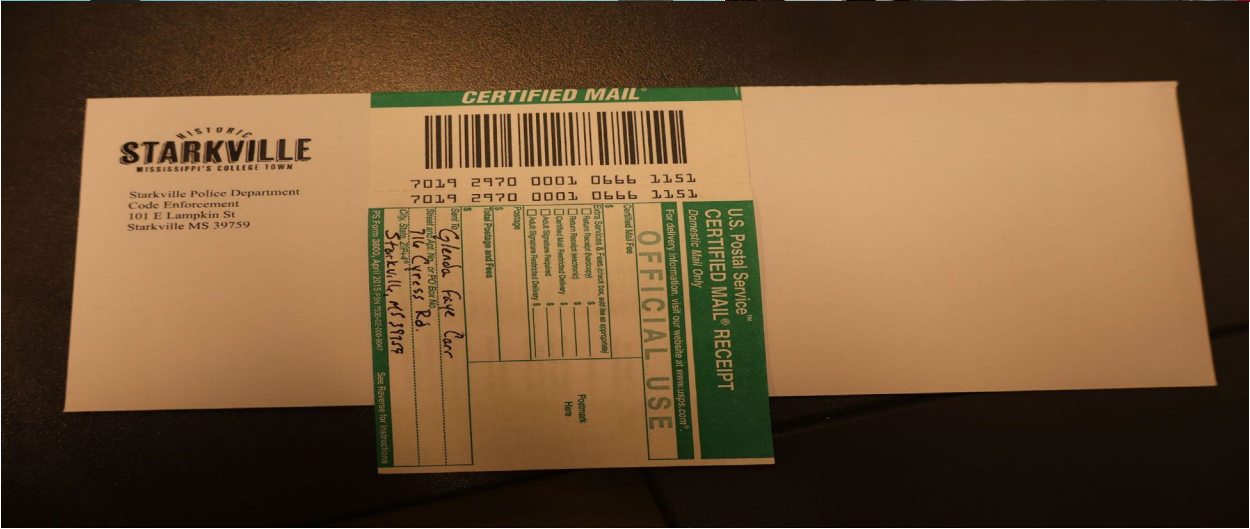
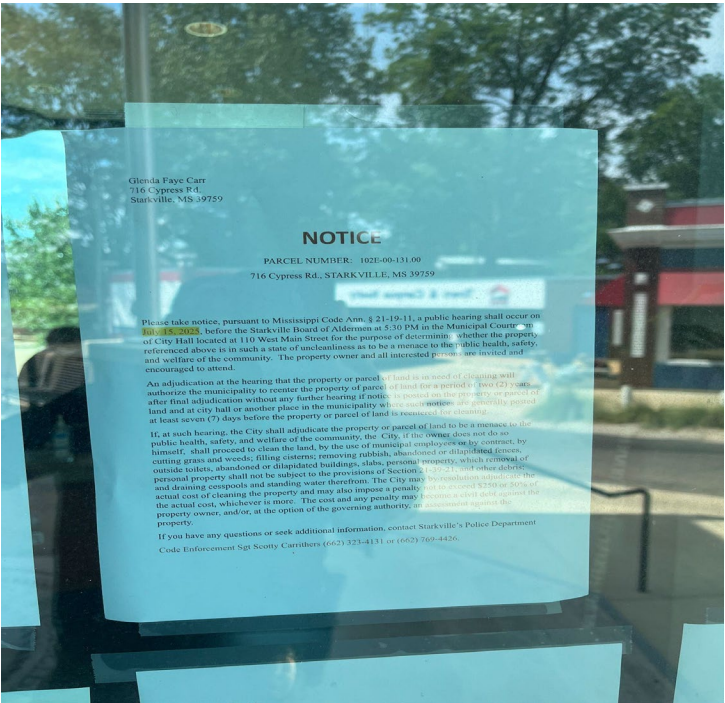
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **July 15, 2025**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Sgt Scotty Carrithers (662) 323-4131 or (662) 769-4426.



ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Sgt. Scotty Carrithers, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and house, including any locked or secured rooms or compartments at 716 Cypress Rd., Starkville, Oktibbeha, Mississippi, Parcel #102E-00-131.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

W L Smith Etux Estate and unknown persons

3. That said things particularly described as follows:

Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11 (HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

Witness my hand on this 7 day of July 2025 11:52am

J. B. Kelly
Judge





24. MOTION TO INCREASE THE SEWER RATES TO ALLOW FOR THE UPGRADES AND EXPANSION OF THE EXISTING WASTEWATER TREATMENT PLANT BY \$2.00 FIXED AND \$3.00 VARIABLE TO BE EFFECTIVE OCTOBER 1, 2025.

Mayor Spruill introduced the item by noting infrastructure to be vital to the growth of a City and must be made a priority in order to growth and expand. Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, for the Board of Aldermen to increase sewer rates by \$2 fixed and \$3 variable and to transfer the rate increase to a designated capital fund effective October 1, 2025, 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.

25. MOTION TO APPROVE A RESOLUTION DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, to approve a Resolution declaring the intention to issue combined water and sewer system revenue bonds of the municipality, in the maximum principal amount of \$10,000,000, in one or more series, to provide funds for the purpose of improving, repairing, and extending the existing combined water and sewer system of the municipality; directing publication of notice of such intention; and for related purposes, 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.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

The Municipality has existing water and sewer facilities and systems which are operated and accounted for as a separate enterprise of the Municipality known as the combined water and sewer facilities and systems of the Municipality (the “System”).

The Governing Body has engaged the services of competent engineers or engineering firm(s) as are employed by the Municipality or engaged by the Municipality (the “Consulting Engineer”), to study the System, to determine the nature and extent of the necessary improvements, repairs, and extensions to the System (the “Authorized Purpose”), to make recommendations regarding the Project (as defined herein), and to make an estimate of the costs of the Project.

The Governing Body desires to provide funds for (i) the Authorized Purposes, to be made in substantial accordance with the plans and specifications, as they may be amended and supplemented, prepared by the Consulting Engineer, (ii) funding a capitalized interest account, if necessary, and a debt service reserve account, if necessary, and, (iii) the costs of the authorization, issuance, sale, validation, and delivery of the Bonds (together, the “Project”).

The estimated cost of the Project is the aggregate amount of \$10,000,000.

The Project is economically feasible, would be in the public interest and of benefit to the Municipality, and the findings and recommendations of the Consulting Engineer are hereby adopted, including the estimate of the costs of the Project.

It is necessary, advisable, and in the best interest of the Municipality and its citizens to finance the costs of the Project, for which purpose there are no other available funds on hand.

Pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Utilities Act”), the Municipality is authorized to undertake activities for the Project, and to provide for the payment of the costs of the Project, or any portion of such costs of the Project, by and through the issuance of combined water and sewer system revenue bonds, in one or more series, in the maximum principal amount of \$10,000,000 (the “Bonds”).

Pursuant to Sections 31-25-1 *et seq.* Mississippi Code of 1972, as amended (the “Bank Act”) and the Municipal Utilities Act (together, the “Act”), the Bonds may be issued and sold to the Mississippi Development Bank to provide funds for the Project.

Pursuant to the Municipal Utilities Act, the principal of and interest on the Bonds are payable from the revenues of the System. Pursuant to the Bank Act, the principal of and interest on the Bonds are payable from the revenues of the System or from the lawfully available revenues of the Municipality.

The Municipality reasonably expects that it will incur expenditures for the Project for which the Municipality may advance internal funds prior to the issuance of the Bonds, and finds that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Project made in anticipation of the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Act and other applicable laws of the State of Mississippi (the “State”).

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds for the Project pursuant to the Act.

SECTION 3. Pursuant to the Act, the Bonds shall be payable from the revenues of the System or from the lawfully available revenues of the Municipality. Other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds, include, but are not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House

Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended, but limited to those elements of the Authorized Purposes codified in Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”), the Governing Body hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds, with the proceeds of the Bonds, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Bonds, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at City Hall located at 110 West Main Street in the Municipality on Tuesday, August 19, 2025, at 5:30 p.m., or at some meeting held subsequent thereto, which date so fixed will be more than ten days after the third date of publication of this resolution, as directed by Section 7 hereof.

SECTION 6. Pursuant to the Municipal Utilities Act, if a petition signed by not less than 20% of the qualified electors of the Municipality is filed objecting to and protesting the issuance of the Bonds, on or before Tuesday, August 19, 2025, at 5:30 p.m., or at some meeting held subsequent thereto, then an election on the question of the issuance of the Bonds may be called and held as provided by law. If no such protest is filed, then the Bonds may be issued without an election on the question of the issuance thereof, and may be issued and sold under the regular procedure for issuing and selling the Bonds.

This resolution shall be published once a week for at least three consecutive weeks in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The third such publication shall be more than ten days prior to the date specified in Section 5 hereof.

The City Clerk of the Municipality shall be and is hereby directed to procure the customary proof of publication of this resolution from the publisher of the *Starkville Daily News* and to have the same before the Governing Body on or before Tuesday, August 19, 2025, at 5:30 p.m.

If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Following the reading of the foregoing resolution and discussion thereof, Alderman Sandra Sistrunk offered and Alderman Kim Moreland seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on this day, July 15, 2025.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa D. Hardin, City Clerk

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of July 8, 2025 for fiscal year ending 9/30/25, 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	\$ 343,195.20
Restricted Police Fund	002	6,524.00
Airport Fund	015	27,335.06
Sanitation / Environ Services	022	21,508.55
Landfill Account	023	243.75
Debt Service Fund	200	650.00
Capital Projects Fund	300	7,230.40
2022 GO Public Improve Bonds	305	2,425.00
Parks Capital Fund	312	7,371.10
Park and Rec Tourism	375	51,803.02
Payroll	681	30.00
Sub Total Before Utilities		\$ 468,316.08
Utilities Dept.	SED	679,275.73
Total Claims	Total	\$ 1,147,591.81

27. MOTION TO ADJOURN UNTIL AUGUST 5, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until August 5, 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 5th DAY OF AUGUST, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



THE CITY OF STARKVILLE

CITY HALL 110 West Main Street

STARKVILLE, MISSISSIPPI 39759

662-323-2525 ext. 3117

REQUEST FOR PUBLIC APPEARANCE

There are two Public Appearances per Board Meeting with each having a maximum of ten (10) minutes.

I, Dennis Daniels (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Water Rates for water Associations outside the
city of Starkville

Contact Information:

Name: Dennis Daniels
Group Representing: Tricare water Association
Address: 870 Wade Rd
Starkville, MS 39759
Phone: 662-418-2071
Email: drail24me@gmail.com



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

September 22, 2020

Trim Cane Water Association
c/o Denny Daniels
870 Wade Road
Starkville, MS 39759

Re: Wholesale water pricing contract

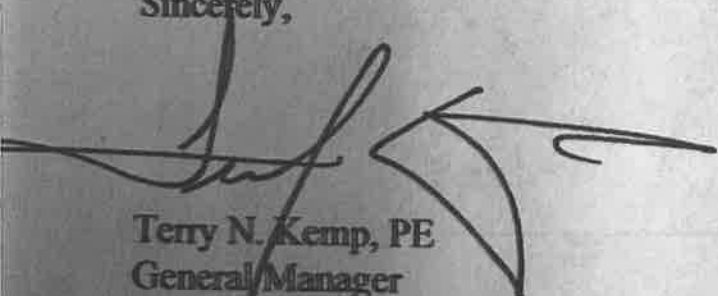
Dear Denny,

The five (5) year fixed pricing agreement between the City of Starkville and Trim Cane Water Association expires on September 30, 2020. In accordance with the rate provisions of the Water Purchase Contract, the new rate for the Trim Cane Water Association will be \$3.92 per 1000 gallons effective October 1st, 2020 through September 30, 2025. The fixed rate will increase to \$4.50.

The Starkville Board of Aldermen approved a variable rate increase for all water customers on August 18, 2020. The new rate for customers inside the Starkville City limits is \$4.15 per 1000 gallons.

Please feel free to contact me at 662-323-3133 ext. 1101 with any questions.

Sincerely,



Terry N. Kemp, PE
General Manager



CUSTOMER NAME | TRIM CANE WATER ASSOC
 Bill Date: 07/12/2025
 Account Number | 78688001

PO Box 927
 200 North Lafayette St Phone: 662-323-3133
 Starkville, MS 39760-0927
 Lobby Hours: 8:00 A.M. - 4:30 P.M. Monday - Friday
 Drive Thru Hours: 8:00 A.M. - 5:00 P.M. Monday - Friday
 email: support@starkvilleutilities.com

Billing Summary

Previous Balance	\$8,574.80
Payment Received - Thank You!	-\$8,574.80
Balance Forward	\$0.00

Service Summary

	Past Due	Current	Total
Water	\$0.00	\$7,132.63	\$7,132.63
Total Charges Due By 07/27/2025	\$0.00	\$7,132.63	\$7,132.63
AutoPay on 07/27/2025			\$7,132.63



Message Center

The 2024 Consumer Confidence Report is now available. You can view the Consumer Confidence report at <https://www.starkvilleutilities.com/pdf/WaterReport-May2025.pdf> or you may request a hard copy by visiting our main office.

Under new rates, this bill would be \$12,274.20 for useage and \$600 for base rate. Total bill would be \$12,874.20. That's a 80.61% increase.

Current Base rate is \$4.50. New rate is \$600. That is a 13,233.33% increase. Current variable rate is \$3.92. New rate would be \$6.75. That is a 72.19% increase.

KEEP THIS STATEMENT FOR YOUR RECORDS

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT



Starkville Utilities
 P.O. Box 927
 Starkville, MS 39760-0927

Warm Neighbor Contribution \$



562 0 AV 0.593
 TRIM CANE WATER ASSOC
 % DENNIS DANIELS
 870 WADE RD
 STARKVILLE MS 39759-2991

5 562
 C-2



Bill date 07/12/2025
 Account Number 78688001
 Balance Forward \$0.00
 Current Charges \$7,132.63
 Total Due Jul 27, 2025 \$7,132.63
 Paid by Bank Draft - DO NOT PAY

Remit and make check payable to:

STARKVILLE UTILITIES
 PO BOX 927 1
 STARKVILLE MS 39760-0927



261600078688001000713263000748926071220250

Following discussion, Alderman Beatty, duly seconded by Alderman Brooks, offered a motion for the Board of Aldermen to increase water and wastewater rates based on the chart below to be effective November 1, 2024:

CUSTOMERS INSIDE THE CITY LIMITS

WATER RATES*	EXISTING	PROPOSED
BASE RATE**:	\$6	\$9.00
VARIABLE RATE:	\$4.50	\$4.50
SEWER RATES*	EXISTING	PROPOSED
BASE RATE**:	\$6	\$9.00
VARIABLE RATE:	\$4.50	\$4.50
FLAT RATE (SEWER ONLY)***	\$18.67	\$21.67

CUSTOMERS OUTSIDE THE CITY LIMITS (50% INCREASE FROM CITY RESIDENTS)

WATER RATES*	EXISTING	PROPOSED
BASE RATE**:	\$6	\$13.50
VARIABLE RATE:	\$4.50	\$6.75
BASE RATE FOR WATER ASSOCIATIONS:	N/A	\$100 * Meter Size
VARIABLE RATE FOR WATER ASSOCIATIONS:	N/A	\$6.75

The Board voted as follows:

Alderman Kim Moreland	Voted: Nay
Alderman Sandra Sistrunk	Voted: Nay
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

41. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 9, 2024 for fiscal year ending 9/30/24, 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: Nay
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	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.



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: August 5, 2025
PAGE: Page 1 of 16

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the property located at 207 ½ MCKINLEY ST., STARKVILLE, MS 39759, with the parcel number 102B-00-040.00, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that clean up of the property should occur.

SUMMARY:

Initial inspection of 207 ½ MCKINLEY ST., STARKVILLE, MS 39759, with the parcel number 102B-00-040.00, was performed by Code Enforcement Sergeant Scotty Carrithers on June 20, 2025. This inspection provided evidence that the property contained conditions not suitable for public health and safety, such as the roof appearing to sag, as well as there being a what looked to be a hole in the roof. The bottom of the exterior walls appeared to be rotting away. The gable vent, on the front porch, had broken slats, as well as a torn screen on the screened in porch. This is causing many issues for the neighboring properties, such as the appearance of the neighborhood and possibly providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

A Notice of Violation was mailed to 207 ½ MCKINLEY ST., on June 26, 2025. I spoke to Elaine Logan, the daughter of the property tax payer/owner, VIRGINIA A. LOGAN. She explained that her mother had been moved out of the house, due to the condition of the house.

Notices of the Public Hearing were posted on the front entrance window at City Hall and on the property on July 18, 2025. A Notice of Public Hearing was mailed on July 18, 2025, to the property tax payer/owner, VIRGINIA A. LOGAN. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected and through Deed records.

An Administrative Inspection Warrant was served on July 18, 2025, at approximately 13:48 hours. The warrant was served by Sergeant Scotty Carrithers and Building Official Stein McMullen. Photographs were taken of the property, to include the exterior of the house. Entry into the house was not made due to the condition of the house and safety concerns..

REQUESTING

DIRECTOR'S

DEPARTMENT: Police-Code Enforcement

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sergeant Scotty Carrithers @ 662-323-4131

SUGGESTED MOTION:

Move to determine the property, located at 207 ½ MCKINLEY ST., STARKVILLE, MS 39759, with the parcel number 102B-00-040.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site. It is recommended that the city take action to remove the structure on this property.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

16.1 Nuisance

16.1.1 General Nuisance

16.1.2 Nuisance Prohibited

16.1.3 Nuisance Violation

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2 Nuisance Prohibited

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3 Nuisance Violation

Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

Section 21-19-11

Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property; appeal; cleaning certain perpetual care cemetery property; application for reimbursement for costs of cleanup from perpetual care cemetery trust fund.

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property, except where the land or structure(s) is apparently vacant, and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; securing abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality. For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing or securing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property, except as otherwise provided in this section for removal of hazardous substances, shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is more. The aggregate cost of removing hazardous substances will be the actual cost of such removal to the municipality and shall not be subject to the cost limitations provided in this subsection. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that penalties shall not be assessed against the State of Mississippi.

207 ½ MCKINLEY ST., STARKVILLE, MS 39759, with the parcel number 102B-00-040.00
(Property Link)

Oktober County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 6/21/2025

Tax Year 2024
Records Last Updated 6/20/2025

PROPERTY DETAIL			
OWNER	LOGAN VIRGINIA A	ACRES : **NA**	
	207 1/2 MCKINLEY	LAND VALUE : 18000	
		IMPROVEMENTS : 26650	
	STARKVILLE MS 39759	TOTAL VALUE : 44650	
		ASSESSED : 4465	

PARCEL 102B-00-040.00

ADDRESS 207 1/2 MCKINLEY

TAX INFORMATION			
YEAR 2024	TAX DUE	PAID	BALANCE
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL PT LOT 6 E 55' X 60' CITY BLK
HOMESTEAD CODE DIS	48
TAX DISTRICT	1110 2002/5092 2002/5094 2016/7906
PPIN	007722 MAP 102B DB/PG 554/735 878/2
SECTION	03 B 2016 P 7906 10/20/2016
TOWNSHIP	18N
RANGE	14E

Book 2016

Page 7906

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)

The photographs below were taken from the public view at the city road by Sergeant Scotty Carrithers at the first inspection on June 20, 2025, at approximately 16:47 hrs.



(Call Card)

STARKVILLE POLICE DEPT Calls For Service

from N/A
thru 07/29/2025 09:18

Call # 25-019804
Date/Time 06/20/2025 16:47:58
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher CARRITHERS, S
Disposition NO ACTION
Zone

Location Address
207 MCKINLEY ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
CARRITHERS, S	16:47:58	16:47:58	16:49:57		

Notes

6/20/2025 4:48:21 PM	CARRITHERS, S	POSSIBLE DILLAPIDATED BUILDING.
6/20/2025 4:48:40 PM	CARRITHERS, S	DEFINITE 21-19-11 FOR GRASS

Violation Notice issued pages 1-3

STARKVILLE

City of Starkville, MS

Starkville, MS
Phone: (662) 323-4131

FIRST NOTICE OF VIOLATION

Virginia A Logan
207 1/2 McKinley
Starkville, MS 39759

Case No. 25-000178
Issued: June 26, 2025

VIOLATION LOCATION

207 1/2 McKinley,
Starkville, MS 39759

LEGAL DESCRIPTION

Pt Lot 6 E 55' X 60' City Blk 48

An inspection of the above referenced property was made on June 21, 2025. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than July 14, 2025.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4131.

Issued By:

Scotty L Carrithers

Scotty Carrithers, Sergeant

RECIPIENTS: Virginia A Logan

MYGOV.US

25-000178, 06/26/2025 at 1:54 PM

Page 1/3

MYGOV.US

City of Starkville, MS

Phone: (662) 323-4131

STARKVILLE

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Scotty Carrithers on Jun 20, 2025 at 5:09 PM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION	DESCRIPTION
Agency Steps for Non-Compliance (Penalty) REQUIRED	The City shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling ditches; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21 , and other debris; and draining cesspools and standing water therefrom. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. 

MYGOV.US

25-000178, 06/26/2025 at 1:54 PM

Page 2/3

MYGOV.US

City of Starkville, MS

Phone: (662) 323-4131

STARKVILLE



MYGOV.US

25-000178, 06/26/2025 at 1:54 PM

Page 3/3

Public Hearing Notice for 207 ½ MCKINLEY ST., STARKVILLE, MS 39759.

Virginia A. Logan
207 1/2 McKinley St.
Starkville, MS 39759

July 18, 2025

NOTICE

PARCEL NUMBER:102B-00-040.00

207 ½ MCKINLEY ST., STARKVILLE, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **AUGUST 5, 2025**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

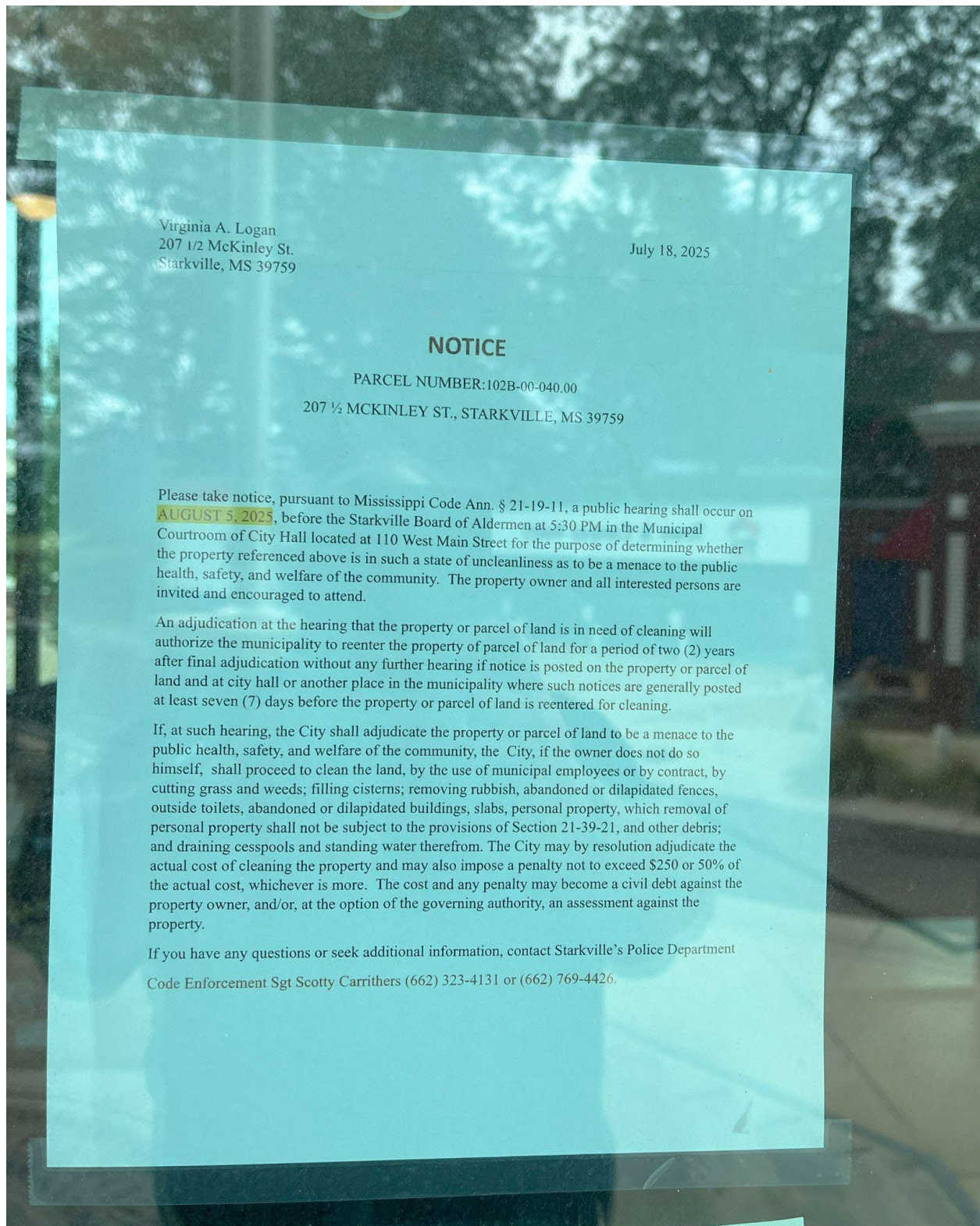
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$250 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Sgt Scotty Carrithers (662) 323-4131 or (662) 769-4426.

The photograph below was taken by Sergeant Scotty Carrithers on July 18, 2025, of the Public Hearing Notice posted in the front window at City Hall.

(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)



(CALLCARD)

STARKVILLE POLICE DEPT
Calls For Service

from N/A
thru 07/29/2025 09:25

Call # 25-023404
Date/Time 07/18/2025 14:44:29
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher CARRITHERS, S
Disposition NO ACTION
Zone

Location Address

110 W MAIN ST
STARKVILLE, MS 39759

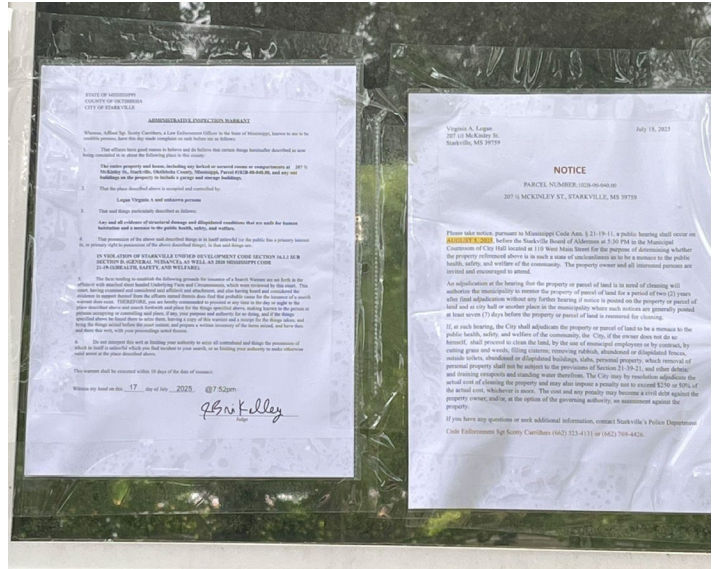
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
CARRITHERS, S	14:44:29	14:44:29	14:45:43		

Notes

7/18/2025 2:45:37 PM CARRITHERS, S POSTED THE PUBLIC HEARING FOR 207 1/2 MCKINLEY

Public Hearing notice was posted on the property by Sergeant Scotty Carrithers on July 18, 2025.



(CALLCARD)

STARKVILLE POLICE DEPT Calls For Service

from N/A
thru 07/29/2025 09:21

Call # 25-023398
Date/Time 07/18/2025 13:43:08
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch 07/18/2025 13:43:20

Dispatcher EPPS, J
Disposition NO ACTION
Zone 2

Location Address

207 MCKINLEY ST 1/2
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
CARRITHERS, S	13:43:08	13:43:08	14:37:04		
CARRITHERS, S	13:43:08	13:43:08	14:37:04		

Notes

7/18/2025 1:43:08 PM	EPPS, J	State: MS Plate Type: PC Plate Year: 2025
7/18/2025 2:36:59 PM	CARRITHERS, S	POSTED PUBLIC HEARING FOR 207 1/2 MCKINLEY

Public Hearing notice mailed to the property owner via US mail on July 18, 2025.

(PHOTOS OF MAIL SENT)

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Starkville Police Department
Code Enforcement
101 E Lampkin St
Starkville MS 39759

CERTIFIED MAIL®



9589 0710 5270 1293 7371 20
9589 0710 5270 1293 7371 20

N
T.
9759

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Sent by _____

Street and Apt. No., PO Box, or other address _____

City, State, ZIP+4® _____

PS Form 3800, January 2023 PSN 7530-02-000-9053T See Reverse for Instructions

Postmark
Here

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Virginia A. Logan 207 1/2 McKinley St Starkville, MS 39759  9590 9402 8554 3186 5407 59 2. Article Number (Transfer from service label) 9589 0710 5270 1293 7371 20	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery Mail Restricted Delivery (00)
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

(CALLCARD)

STARKVILLE POLICE DEPT
Calls For Service

from N/A
thru 07/29/2025 12:54

Call #	25-023418	Dispatcher	STREEVAL,		
Date/Time	07/18/2025 17:12:03	Disposition	NO ACTION		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
POST OFFICE					
STARKVILLE, MS 39759					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
CARRITHERS, S	17:12:03	17:12:03	17:12:49		
CARRITHERS, S	17:14:14		17:15:21	17:15:21	
Notes					
7/18/2025 5:12:36 PM	CARRITHERS, S	MAILED PUBLIC HEARING NOTICE TO 207 1/2 MCKINLEY ST			
7/18/2025 5:13:53 PM	STREEVAL,	CALL REOPENED: C2 REQ REOPEN			
7/18/2025 5:15:15 PM	CARRITHERS, S	REOPENED AND CLOSED			

This Administrative Inspection Warrant was executed by Sergeant Scotty Carrithers, and Building Official Stein McMullen on July 18, 2025, at approximately 13:43 hrs. Photographs were taken of the property and of the structure.

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

ADMINISTRATIVE INSPECTION WARRANT

Whereas, Affiant Sgt. Scotty Carrithers, a Law Enforcement Officer in the State of Mississippi, known to me to be credible persons, have this day made complaint on oath before me as follows:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire property and house, including any locked or secured rooms or compartments at 207 ½ McKinley St., Starkville, Oktibbeha County, Mississippi, Parcel #102B-00-040.00, and any out buildings on the property to include a garage and storage buildings.

2. That the place described above is occupied and controlled by:

Logan Virginia A and unknown persons

3. That said things particularly described as follows:

Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.

4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11(HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of a Search Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.

6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

This warrant shall be executed within 10 days of the date of issuance.

Witness my hand on this 17 day of July 2025 @7:52pm


Judge

(CALL CARD)

STARKVILLE POLICE DEPT
Calls For Service

from N/A
thru 07/29/2025 09:21

Call # 25-023398
Date/Time 07/18/2025 13:43:08
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch 07/18/2025 13:43:20

Dispatcher EPPS, J
Disposition NO ACTION
Zone 2

Location Address

207 MCKINLEY ST 1/2
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
CARRITHERS, S	13:43:08	13:43:08	14:37:04		
CARRITHERS, S	13:43:08	13:43:08	14:37:04		

Notes

7/18/2025 1:43:08 PM EPPS, J

State: MS
Plate Type: P.C
Plate Year: 2025

7/18/2025 2:36:59 PM CARRITHERS, S

POSTED PUBLIC HEARING FOR 207 1/2 MCKINLEY









**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: August 5, 2025
PAGE: Page 1 of

SUBJECT:

Consideration of approving the modification of the agreement with Oktibbeha County Humane Society for the change in the date of the completion of the spay and neuter center from January 1, 2025 to May 1, 2025, as allowed for in Section 4 of the ground lease agreement.

SUMMARY: There were delays in the construction that created a reasonable opportunity for this to be a mutual agreement that does not unfairly affect the validity of the lease and the lease terms.

REQUESTING DEPARTMENT: Mayor's Office

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

SUGGESTED MOTION:

Move approval of changing the date of the lease agreement in Section 4 to read May 1, 2025 substituted for January 1, 2025.

GROUND LEASE

This Lease is entered on the 18th day of October, 2022, by and between the City of Starkville, Mississippi (“the City”) and the Oktibbeha County Humane Society, Inc. (“OCHS”).

INTRODUCTION

- A. The City desires to lease Real Property, more particularly described below, for a period of twenty (20) years to OCHS.
- B. On that Real Property, OCHS, on the terms and conditions contained herein, shall construct and maintain an addition to the Starkville Animal Shelter.
- C. The parties have agreed to reduce their agreement to writing.

AGREEMENT

IN CONSIDERATION of the mutual promises, covenants, terms and conditions contained herein and other good and valuable consideration, and intending to be legally bound, the City and OCHS agree as follows:

1. DEFINITIONS:

“Ground Lease” or “the Lease” means this Lease Agreement, together with all exhibits attached.

“Real Property” means the real estate, 2 +/- acres to the north of the current Starkville Animal Shelter, as more particularly described in Exhibit “A” attached hereto.

2. **AUTHORITY.** The governing authorities of the City have determined that the Real Property is surplus land pursuant to Miss. Code Ann. §57-7-1. The City has authority to enter into this lease pursuant to §57-7-1.

3. **LEASED REAL PROPERTY.** In consideration of the rents, terms, provisions and covenants of this Ground Lease, the City leases, lets, and demises to OCHS the Real Property.

4. **USE OF REAL PROPERTY.** OCHS shall construct upon the Real Property an annex to the Starkville Animal Shelter for the construction of a new kennel facility with associated improvements and parking (the “Kennel Annex”). OCHS shall commence construction by January 1, 2023 and finalize construction by January 1, 2025. If construction is not commenced by January 1, 2023, or if construction is not completed by January 1, 2025, then this Lease shall be null and void. This timeline shall not be modified except by mutual written consent of the parties.

5. TERM. Subject to and upon the conditions contained in this Lease, the Lease shall begin on October 18, 2022. The Term shall run for a period of twenty (20) years and shall not be extended except by mutual written consent of the parties.

6. CONSIDERATION. The Kennel Annex shall be constructed with grant funds, and other funds, acquired by OCHS. The Kennel Annex shall be operated by OCHS pursuant to the Agreement between the City of Starkville and the Oktibbeha County Humane Society, Inc. for the Management and Operation of the City of Starkville Animal Shelter, attached as Exhibit B, or as revised by mutual written agreement of the parties to take into account the additional territory of the Kennel Annex.

7. TITLE. The City represents that: (i) it has the full right, power, and authority to execute this Lease; and (ii) it has good and marketable fee simple title to the Real Property. The City and OCHS agree that the Real Property, the Kennel Annex, and any improvements, fixtures, real property, or personal property associated with it, shall remain exclusively the property of City. OCHS shall not have any ownership interest in said property.

8. ASSIGNMENT, SUBLEASES, ETC. OCHS shall not, without the previous consent in writing of the City, assign this Lease or sublet the whole or any part of the Real Property or permit the Real Property or any part thereof to be used or occupied by others, or for any other purpose.

9. CONDITION OF REAL PROPERTY. At the expiration of the Term, OCHS shall surrender the Real Property in the improved and renovated condition required by this Lease. OCHS's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

10. PRESERVATION OF REAL PROPERTY. Following the Commencement Date, OCHS will, at all times, take good and ordinary care and precaution for the preservation of the Real Property.

11. KENNEL ANNEX. OCHS is obligated to construct an annex to the current Starkville Animal Shelter consisting of a new kennel facility with associated improvements and parking on the Real Property in accordance with plans and specifications approved by the City. No construction shall begin until the City approves the plans and specifications in writing. After submittal of the plans and specifications, the City shall have thirty (30) days to either approve of, or request changes to, the plans and specifications.

12. REAL ESTATE COMMISSIONS/AGENCY DISCLOSURE. The City and OCHS warrant and represent that no broker or agent has been engaged or is entitled to any commission or fee resulting from the transaction contemplated by this Lease.

13. UNAVOIDABLE DELAYS. For the purposes of any of the provisions of this Lease, neither the City nor OCHS shall be considered in breach of or in default in its obligations with respect to the obligations under this Lease, in the event of enforced delay in the performance of such obligations, due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather or delays of contracts or sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations effected thereby shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party in writing of such delay, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

14. BREACH AND RIGHT TO CURE. If OCHS shall fail to observe and perform, or shall breach any of its covenants, conditions or agreements under this Lease, then it shall have thirty (30) days after receipt of a notice given to OCHS by the City in the manner provided for in Section 16 hereof, with such notice specifying such default or breach and requesting that it be remedied, to cure such breach. If the failure stated in the notice cannot be corrected within thirty (30) days, the City will not unreasonably withhold its consent to an extension of such time for an additional thirty (30) days if corrective action is instituted by OCHS within the original thirty (30) days to cure and is diligently pursued.

15. RIGHTS TO TERMINATE. Should OCHS fail to remedy any breach within the time period contained in Section 14, the City shall have the right to immediately terminate this Lease. Any omission of the City to exercise any right upon the default of OCHS shall not preclude the City from exercising such right upon any subsequent default by OCHS.

16. NOTICES. All notices required to be given shall be in writing and delivered personally or by certified mail, return receipt requested or by nationally recognized overnight courier, and addressed as follows:

If to OCHS: Oktibbeha County Humane Society, Inc.
510 Industrial Park Road
Starkville, MS 39759

If to the City: Mayor, City of Starkville
110 W. Main St.
Starkville, Mississippi 39759

Each such delivered notice or communication shall be deemed to have been given to or served upon the party to whom delivered, upon the delivery thereof in the manner above provided, as

noted by the United States Postal Service return receipt or by the overnight courier delivery confirmation, as applicable. Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party hereunder, in the manner above specified, ten (10) days prior to the effective date of said change.

17. CAPTIONS. The paragraph or section headings or captions appearing in this Lease are for convenience only, are not a part of this Lease, and are not to be considered in interpreting this Lease.

18. ENTIRE LEASE MODIFICATION. This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

19. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

20. SEVERABILITY. If any provision of this Lease, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Lease is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

21. COUNTERPARTS. This Lease may be executed in separate counterparts each of which shall be an original and all of which shall be deemed to be one and the same instrument. For purposes of this Lease, a telecopy, or a copy of an executed counterpart sent by electronic mail, of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Lease by telecopier or electronic mail shall also deliver an original executed counterpart of this Lease, but the failure to deliver an original executed counterpart shall not affect the validity of this Lease.

22. RIGHTS CUMULATIVE. The rights and remedies of the parties to this Lease, whether provided by law or by this Lease, shall be cumulative, and the exercise by either party or any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the

performance, or manner or time thereof, or any obligation of the other party, or any condition to its own obligation under this Lease, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other party.

23. TIME OF THE ESSENCE. All times provided for herein are and shall be of the essence of this Lease and any extension of any such time or times shall continue to be of the essence of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first written above.

CITY OF STARKVILLE, MS:

By: _____

D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY HUMANE SOCIETY, INC.

By: _____

Rick Welch, President of Board of Directors



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: August 5, 2025
PAGE: 1 of 1

SUBJECT: Consideration of reallocating the residential and commercial landfill fees, effective October 1, 2025, by reducing the residential landfill fee from \$1.50 to \$0.50, with the remaining \$1.00 to be incorporated into the regular residential sanitation fee, increasing it from \$19.50 to \$20.50 monthly and similarly, for commercial accounts, the landfill fee would be adjusted from \$5.00 to \$2.00, with the remaining \$3.00 to be added to the regular commercial sanitation fee, raising it from \$25.00 to \$28.00 monthly.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

There will be no additional cost to customers. This is only a reallocation of existing fees.

AUTHORIZATION HISTORY: The need for the additional funding was in preparation for the costs associated with the remediation required by MDEQ at the landfill. This will include purchase, legal work, engineering work, permitting and construction work on closing the landfill and then periodic maintenance. The anticipated cost for the construction work will be approximately 1.5 Million. The work will require engineering costs and construction costs followed by some regular, ongoing, periodic maintenance costs after closure of the landfill. At this time, MDEQ has not determined the remediation required and funding is needed in the Sanitation operation budget for maintenance. Landfill fees are being maintained in a separate fund.

**REQUESTING
DEPARTMENT:** Sanitation

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: August 5, 2025
PAGE: Page 1 of 17

SUBJECT:

Consideration of resolution authorizing the liens for 212 Gillespie Street, parcel number 118O-00-018.00 on North Long Street, 203 Ware Street, and 307 West Main Street as provided in the attachments.

SUMMARY: This is to authorize these liens that will compensate the city per the authorization in 21-19-11 for placement with the tax assessor's office to collect as part of the process of attaching the liens to the properties approved for mowing, cleaning, and/or demolition.

Case #	Location	Amount
LIEN-25-4	212 Gillespie Street (102B-00-319.00)	\$300.00
LIEN-25-5	North Long Street (118O-00-018.00)	\$300.00
LIEN-25-6	203 Ware Street (118O-00-182.00)	\$300.00
LIEN-25-7	307 West Main Street (118O-00-338.00)	\$300.00

REQUESTING DEPARTMENT: Mayor's Office

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org
Lyle McCaskey @662-323-2525 Ext. 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of authorizing the lien resolution for placement of liens for 212 Gillespie Street, parcel number 118O-00-018.00 on North Long Street, 203 Ware Street, and 307 West Main Street.

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to **Cornelius ETAL Childs** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: Cornelius ETAL Childs

Address of Owner: 212 Gillespie Street Starkville Mississippi 39759

Parcel Number: 102B-00-319.00

Address of Violation: 212 Gillespie Street, Starkville, MS, 39759

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **July 2, 2025** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **August 5, 2025**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the _____ day of _____, 202____.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, MAYOR

ATTEST: _____
LESA HARDIN, CITY CLERK

Lien Case: LIEN-25-4

**STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;**

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Cornelius ETAL Childs, being more particularly described as:

212 Gillespie Street, Starkville, MS, 39759 (PID #102B-00-319.00)

(See attached Exhibit "A")

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Lesa Hardin, City Clerk
City of Starkville, Mississippi



Property Link OKTIBBEHA COUNTY, MS

Current Date 7/29/2025

Tax Year 2024

Records Last Updated 7/28/2025

PROPERTY DETAIL			
OWNER	CHILDS CORNELIUS ETAL	ACRES : **NA**	
	212 GILLESPIE ST	LAND VALUE : 10000	
		IMPROVEMENTS : **NA**	
	STARKVILLE MS 39759	TOTAL VALUE: 10000	
		ASSESSED : 1500	
PARCEL	102B-00-319.00		
ADDRESS	212 GILLESPIE		
TAX INFORMATION			
YEAR 2024	TAX DUE	PAID	BALANCE
COUNTY	82.67	0.00	85.15
CITY	48.00	0.00	49.44
SCHOOL	98.99	0.00	101.96
TOTAL	229.66	0.00	236.55 3.00% Penalty
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	LOT 12 CITY BLK 48
HOMESTEAD CODE	None		MAP 102B DB/PG 598/92
TAX DISTRICT	1110		
PPIN	002115		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2023	BENNETT TAX CO INC	NOT REDEEMED
2022	APPLEWHITE ACQUISITIONS LLC	NOT REDEEMED
2021	OSBORNE HEATHER	NOT REDEEMED
2020	OSBORNE HEATHER	NOT REDEEMED
2019	BENNETT TAX CO INC	NOT REDEEMED

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)

212 Gillespie Street

Employees		Equipment used	
Noah Wolfe		Lawn mower	
Johnathan Lee		Weed eater	
Lemuel Tate			
Employee Labor Total:	\$	250.00	
Administrative Fee:	\$	50.00	
Main Total:	\$	300.00	

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to **Sylvester Robinson Estate** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: Sylvester Robinson Estate

Address of Owner: 3180 Lamp Post Court Decatur GA 30034

Parcel Number: 118O-00-018.00

Address of Violation: North Long Street

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **July 15, 2025** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **August 5, 2025**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the _____ day of _____, 202____.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, MAYOR

ATTEST: _____
LESA HARDIN, CITY CLERK

Lien Case: LIEN-25-5

**STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;**

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Sylvester Robinson Estate, being more particularly described as:

North Long Street (PID #118O-00-018.00)

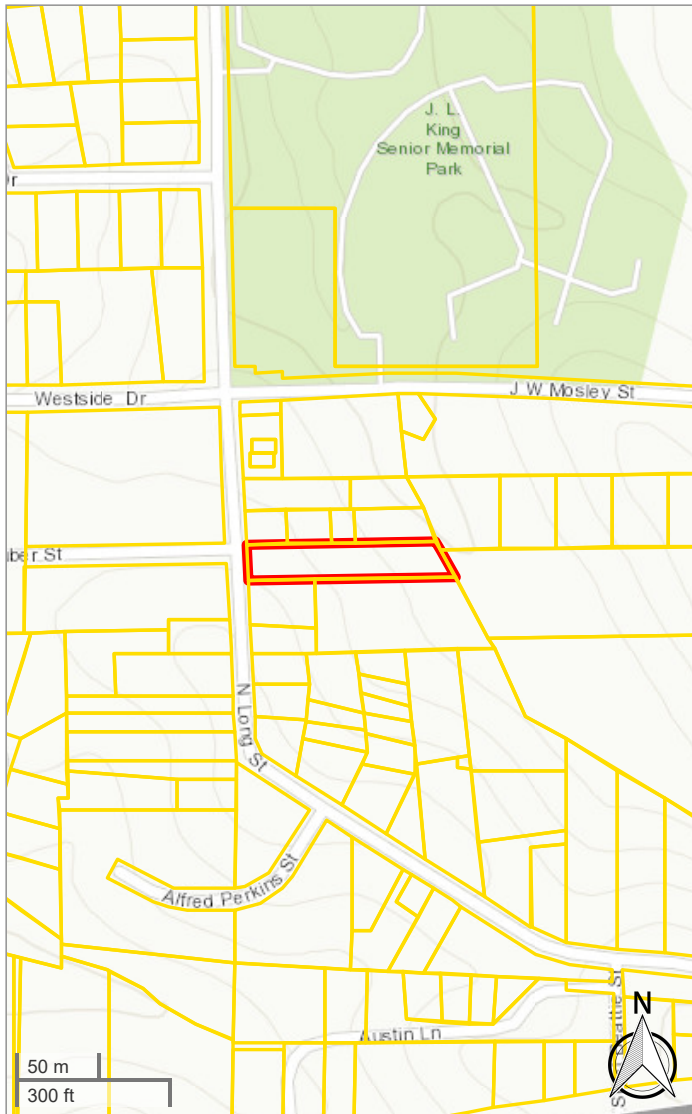
(See attached Exhibit "A")

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Lesa Hardin, City Clerk
City of Starkville, Mississippi



Oktibbeha County, MS

Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Oktibbeha County Tax Assessor/Collector
JoHelen Walker

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066
Date Printed: 7/29/2025

PPIN:	11680
PARCEL_ID:	1180-00-018.00
OWNERNAME:	ROBINSON SYLVESTER ESTATE
ADDRESS1:	C/O JIMMY RUSH
ADDRESS2:	3180 LAMP POST COURT
CITY:	DECATUR
STATE:	GA
ZIP:	30034
SECTION:	34
TOWNSHIP:	19N
RANGE:	14E
LEGAL1:	LOT 16 CITY BLOCK 16
LEGAL2:	
LEGAL3:	
TAX_DIST:	5110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	10000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	10000
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	10000
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS ADDR:	0

Parcel Number:
1180-00-018.00

Employees	Equipment used
Ralph Weeks	Tractor
Calvin Edmonds	Weed eater
Employee Labor Total:	\$ 250.00
Administrative Fee:	\$ 50.00
Main Total:	\$ 300.00

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to **Mary-Mcgee Brown Life Estate** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: Mary-Mcgee Brown Life Estate
Address of Owner: 203 Ware Street Starkville MS 39759
Parcel Number: 118O-00-182.00
Address of Violation: 203 Ware Street, Starkville, MS, 39759

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **October 15, 2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **August 5, 2025**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the _____ day of _____, 202____.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, MAYOR

ATTEST: _____
LESA HARDIN, CITY CLERK

Lien Case: LIEN-25-6

**STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;**

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by Mary-Mcgee Brown Life Estate, being more particularly described as:

203 Ware Street, Starkville, MS, 39759 (PID #118O-00-182.00)

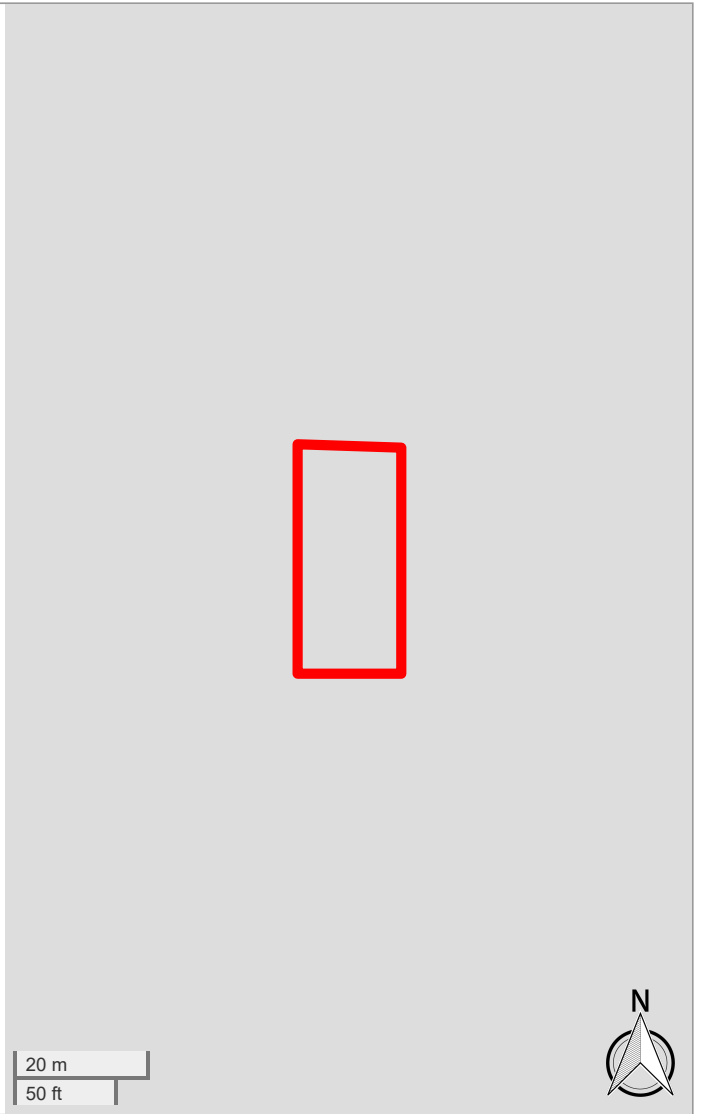
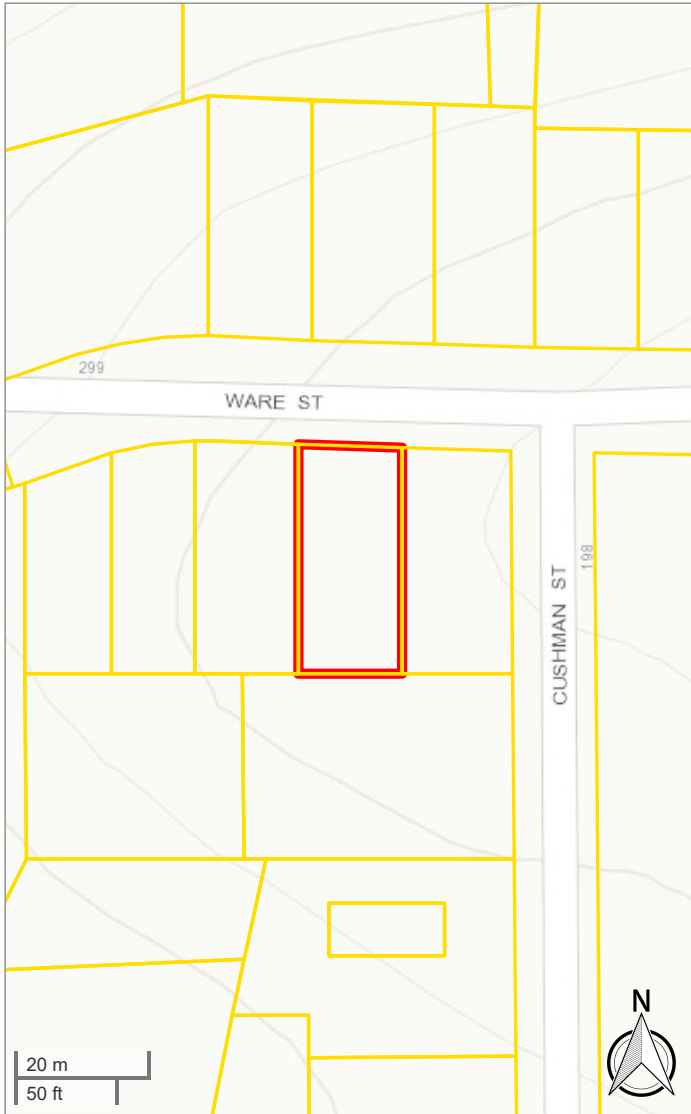
(See attached Exhibit "A")

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Lesa Hardin, City Clerk
City of Starkville, Mississippi



Oktibbeha County, MS

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Oktibbeha County Tax Assessor/Collector
JoHelen Walker

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273

Fax: 662-338-1066
Date Printed: 7/29/2025

PPIN:	1453
PARCEL_ID:	1180-00-182.00
OWNERNAME:	BROWN MARY MCGEE LIFE ESTATE
ADDRESS1:	203 WARE ST
ADDRESS2:	
CITY:	STARKVILLE
STATE:	MS
ZIP:	39759
SECTION:	34
TOWNSHIP:	19N
RANGE:	14E
LEGAL1:	LOT 30 CITY BLK 7
LEGAL2:	
LEGAL3:	
TAX_DIST:	5110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	9000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	9000
IMP_VAL1:	13520
IMP_VAL2:	0
TOTALVALUE:	22520
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS ADDR:	0

203 Ware Street

Employees		Equipment used	
Noah Wolfe		Lawn mower	
Bryton Conley		Weed eaters	
Nicholas Studdie			
Employee Labor Total:	\$	250.00	
Administrative Fee:	\$	50.00	
Main Total:	\$	300.00	

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
CITY OF STARKVILLE**

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN

AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville gave notice of a public hearing before the governing authorities of the City of Starkville to **AHaven Property LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: AHaven Property LLC

Address of Owner: 234 Glenwood Drive Columbus MS 39705

Parcel Number: 118O-00-338.00

Address of Violation: West Main Street

2. The hearing was held before the Mayor and Board of Aldermen of the City of Starkville on **May 6, 2025** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Starkville proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Starkville shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Starkville, by and through its Board, at a regularly scheduled meeting held on **August 5, 2025**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Oktibbeha County, Mississippi judgment roll in the office of the Circuit Clerk of Oktibbeha County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgement lien, this assessment may be collected as a civil debt, and the City of Starkville may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The City Clerk is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Mississippi, on this, the _____ day of _____, 202____.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
D. LYNN SPRUILL, MAYOR

ATTEST: _____
LESA HARDIN, CITY CLERK

Lien Case: LIEN-25-7

**STATE OF MISSISSIPPI;
COUNTY OF OKTIBBEHA;**

LIEN

The City of Starkville, pursuant to Miss. Code Ann. §21-19-11, has declared the following described real property to be a menace to the public health, safety, and welfare of the community.

The said property located in the City of Starkville, Mississippi, owned by AHaven Property LLC, being more particularly described as:

West Main Street (PID #118O-00-338.00)

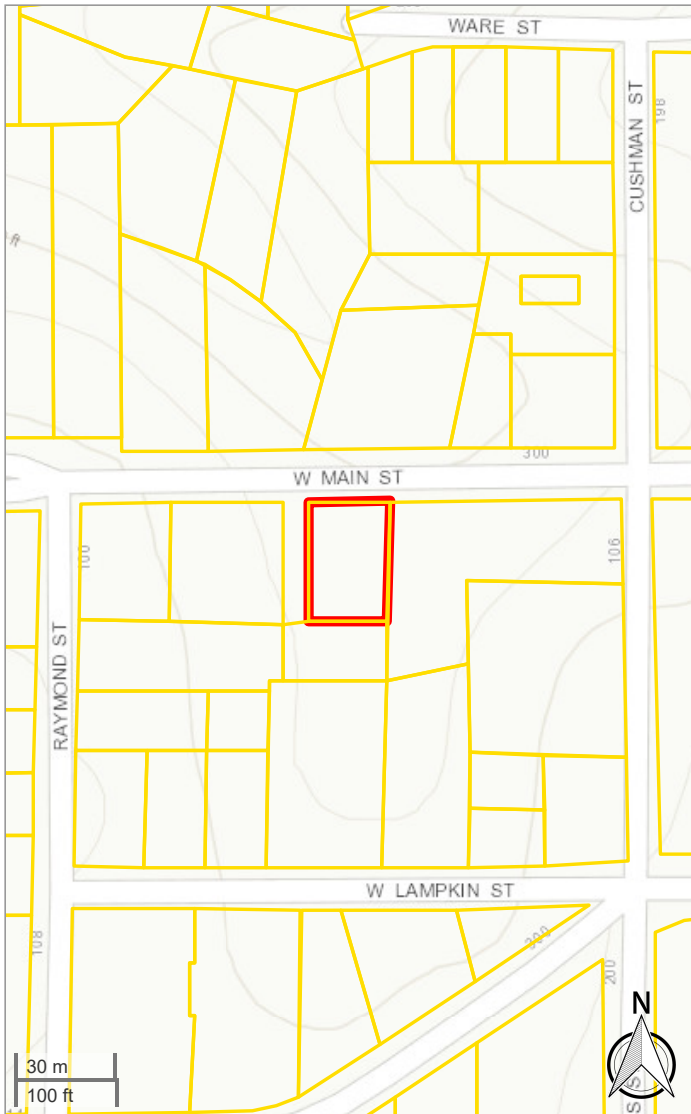
(See attached Exhibit "A")

Pursuant to Miss. Code Ann. §21-19-11, the City of Starkville adjudicated the actual cost of cleanup of the property and assessed a penalty not to exceed fifty percent (50%) of the actual cost by Resolution attached and incorporated herein as Exhibit "B".

Pursuant to the authority vested by §21-19-11, the City of Starkville claims a lien against the property and requests the Oktibbeha County Chancery Clerk to enroll this lien. The City of Starkville has assessed the total cost for cleanup and penalties of the above referenced property in the lien amount of \$300.00.

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Oktibbeha County, MS

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101 E. Main Street Ste. 103
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662-323-1273

Fax: 662-338-1066
Date Printed: 7/29/2025

PPIN:	493
PARCEL_ID:	1180-00-338.00
OWNERNAME:	AHAVEN PROPERTY LLC
ADDRESS1:	234 GLENWOOD DR
ADDRESS2:	
CITY:	COLUMBUS
STATE:	MS
ZIP:	39705
SECTION:	34
TOWNSHIP:	19N
RANGE:	14E
LEGAL1:	LOT 5 A CITY BLOCK 10
LEGAL2:	
LEGAL3:	
TAX_DIST:	5110
REGION:	BB
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	10000
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	10000
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	10000
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS ADDR:	0

307 W. Main

Employees		Equipment used	
Johnathan Lee		Lawn mower	
Lemuel Tate		Weed eater	
Noah Wolfe			
Employee Labor Total:	\$	250.00	
Administrative Fee:	\$	50.00	
Main Total:	\$	300.00	



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 8.5.25
PAGE: 1

SUBJECT: Consideration of setting Public Hearings on the tax millage and budget for August 19, 2025 and September 2, 2025 for the City of Starkville for Fiscal Year 2025 – 2026, with adoption scheduled at the September 2, 2025 meeting.

Per MCA § 21-35-5 and 27-39-203 at least one public hearing must be held a minimum of one week prior to the final official adoption of the budget by September 15.

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**
Alderwoman Sandra Sistrunk, Budget Chairman

SUGGESTED MOTION: Motion to set Public Hearings on the tax millage and budget to be held August 19, 2025 and September 2, 2025 for the City of Starkville for Fiscal Year 2025 – 2026, with adoption scheduled at the September 2, 2025 meeting.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: August 5, 2025
PAGE: 1**

SUBJECT: Request Approval for Four (4) Airport Board Members, Airport Operations Manager Rusty Bouchillon and Airport Director Rodney Lincoln to Attend the Mississippi Airport Association (MAA) Conference on September 17-19, 2025 at Lake Terrace Convention Center in Hattiesburg, MS.

AMOUNT & SOURCE OF FUNDING: Estimated cost of \$3,684.00 from 015-505-610-350 Travel Conference Account

Registration: \$275.00 per person x 6 = \$1,650.00
Hotel 6 rooms X 2 nights 1,608.00
City vehicle fuel \$45.00
1 POV vehicle \$266.00
Six unpaid lunches each x 6 persons = \$115.00 est.

FISCAL NOTES: Airport Board requested approval for Conference travel by the Airport Board on June 23, 2025.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Airport**

**DIRECTOR'S
AUTHORIZATION: Rodney Lincoln**

FOR MORE INFORMATION CONTACT: Rodney Lincoln 662-418-5900

SUGGESTED MOTION: Move to Approve for four (4) Airport Board Members, Airport Operations Manager Rusty Bouchillon and Airport Director Rodney Lincoln to Attend the Mississippi Airport Association (MAA) Conference on September 17-19, 2025 at Lake Terrace Convention Center in Hattiesburg, MS.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 5, 2025
PAGE: Page 1 of 2

SUBJECT:

Discussion and Consideration of reappointing Debbie Nettles to the Historic Preservation Commission.

SUMMARY:

There is one current vacancy on the Historic Preservation Commission. Commissioner Debbie Nettles term expired on July 19, 2025. After advertising the vacancy, only one emailed letter of interest has been received (see attachment 1). Ms. Nettles has request to be reappointed, and is eligible for reappointment. The appointment is for a 3-year term ending August 5, 2028.

Below are the Terms of Office for Historic Preservation Commission in Section 2.4.5 of the Unified Development Code:

2.4.5. Terms of office. All appointments shall be for a period of three (3) years. All members are eligible for reappointment.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

SUGGESTED MOTION:

Move approval of reappointing Debbie Nettles to the Historic Preservation Commission with a 3-year term expiring on August 5, 2028.



Lyle McCaskey <l.mecaskey@cityofstarkville.org>

Expiration of HPC Membership

Debbie Nettles <dnettles.era@gmail.com>

Tue, Jun 24, 2025 at 9:40 AM

To: Lyle McCaskey <l.mecaskey@cityofstarkville.org>

Cc: Daniel Havelin <d.havelin@cityofstarkville.org>

Yes, I would be happy to serve another term, Lyle. Thank you for the opportunity and I anticipate good things with current members. ~ Debbie Nettles

[Quoted text hidden]



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: August 5, 2025
PAGE: Page 1 of 1

SUBJECT:

Discussion and consideration of calling for two public hearings to amend the Unified Development Code.

SUMMARY:

The Unified Development Code was officially adopted in December 2019, and the most recent amendment was made on November 19, 2024. The proposed changes include, but are not limited to, code enforcement procedures, rental housing requirements, setback requirements for specific uses, access management, permitting requirements, and correcting known clerical errors. This update affects multiple sections of the code, including but not limited to Sections 3, 7, 14, and 17.

The Board of Aldermen will hold at least two public hearings. The date, location, and time of the hearings will be announced before the hearings.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval to call for two public hearings to amend the Unified Development Code.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: August 5, 2025
PAGE: Page 1 of 53

SUBJECT:

Consideration of approving the preliminary engineering services contract with Neel Schaffer, Inc. for the SS4A SR 12/Garrard Road Roundabout Project in the hourly-not-to-exceed amount of \$959,993.10.

AMOUNT & SOURCE OF FUNDING:

\$8,128,000	(80%)	Federal Highway Administration SS4A Grant Funding
\$2,032,000	(20%)	Local Match, Capital Fund

FISCAL NOTE:

No expenditures are expected until FY 2026.

AUTHORIZATION HISTORY:

- 2024-04-16: Permission to apply for SS4A Implementation Grant w/local match of 20%.
- 2024-10-01: Approval of accepting the SS4A Implementation grant in the amount of \$8,128,000.
- 2024-11-19: Select Neel Schaffer as preferred consultant to provide engineering design for project.
- 2024-12-03: Approval to utilize MDOT LPA & PDM for project implementation.

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

The Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) discretionary program to fund initiatives through the grant to prevent roadway deaths and serious injuries. The City received funding for the implementation grant that was applied for in April 2024. This project includes installing a multi-lane, full-sized roundabout at the intersection of Highway 12, Garrard Road, and Pat Station Road, constructing a multi-use path to provided needed multi-modal connectivity, and various supplemental planning along the Highway 12 corridor in order to provide future consideration for other areas of concern along the corridor.

This approval is for the contract with Neel Schaffer, Inc. to provide engineering planning and design for the project and includes Base Phase Pre-NEPA Supplemental Planning, Base Phase Pre-NEPA Preliminary Design, and, once obligated, Option Phase 1 Final Design.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the Preliminary Engineering Services Contract with Neel Schaffer, Inc. for the SS4A SR 12/Garrard Road Roundabout Project in the hourly-not-to-exceed amount of \$959,993.10.

PRELIMINARY ENGINEERING SERVICES CONTRACT

SR 12/Garrard Road Roundabout
STP-0018-03(030) LPA/109737-701000
Oktibbeha County

This CONTRACT, is made and entered into by and between the ***City of Starkville***, a body Politic of the State of Mississippi (the "LPA"), and, ***Neel-Schaffer, Inc.*** (the "CONSULTANT"), a ***Corporation***, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is 101 West Lampkin Street, ***Starkville, MS 39759***. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of ***proposed SR 12/Garrard Road Roundabout***, as provided for in ***STP-0018-03(030) LPA/109737-701000***, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **December 31, 2026**, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Okibbeha** County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Okibbeha** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Lynn Spruill, Mayor
City of Starkville
110 W Main Street
Starkville, MS 39759
Phone: 662-323-2525, Ext 3100
[*lspruill@cityofstarkville.org*](mailto:lspruill@cityofstarkville.org)

For Technical Matters:

Cody Burnett, PE
City of Starkville
110 W Main Street
Starkville, MS 39759
Phone: 662-323-2525, Ext 3123
[*c.burnett@cityofstarkville.org*](mailto:c.burnett@cityofstarkville.org)

CONSULTANT:

For Contractual Matters:

Melinda McGrath, PE
Neel Schaffer, Inc.
4450 Old Canton Road, Suite 100
Jackson, MS 39211
Phone: 601-948-3071
Fax: 601-948-3178
[**melinda.mcgrath@neel-schaffer.com**](mailto:melinda.mcgrath@neel-schaffer.com)

For Technical Matters:

Kevin Stafford, PE
Neel Schaffer, Inc.
2310 Martin Luther King Jr., Drive
Columbus, MS 39705
Phone: 662-328-4547
Fax: 662-328-8552
[**kevin.stafford@neel-schaffer.com**](mailto:kevin.stafford@neel-schaffer.com)

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 12961
Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 17102
Surveyor # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Starkville

Lynn, Spruill, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

Neel-Schaffer, Inc.

Melinda McGrath, PE

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}



2024.12.4 Corporate
Secretary Certificate (I

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

EXHIBIT 2

SCOPE OF WORK

BASE PHASE (PRE-NEPA) SUPPLEMENTAL PLANNING

The CONSULTANT shall perform traffic study and planning services for Highway 12 from Highway 82 to Highway 25:

A. TRAFFIC DATA COLLECTION

- a. The CONSULTANT shall perform certain traffic data collection, processing, and quality assurance quality control activities to fulfill LPA and MDOT project planning, traffic analysis, operational analysis, and other traffic data requirements including, but not limited to, turning movement counts, pneumatic tube counts for classification, and/or volume only, travel time studies, delay studies, or origin destination studies.
- b. Traffic and classification counts may include twenty-four (24) or forty-eight (48) hour tube counts as indicated by the LPA, classification counts, and/or turning movement counts of various intervals as directed. Peak hour and twelve (12) hour turning movements counts shall include pedestrians. All counts shall include classification of vehicle types (cars, trucks, and buses). Data shall be supplied in summary format in either fifteen (15) minute or sixty (60) minute intervals as needed.

B. TRAFFIC STUDY

- a. Modeling of various traffic control and geometric scenarios in order to present alternatives and make recommendations for best design.
- b. The CONSULTANT shall develop Existing Year, Design Year No-Build, and Design Year Build AM and PM peak hour traffic volumes for the study area. The design year for the study should be 2045. The growth rate shall be calculated by the CONSULTANT.
- c. Full access management review of existing and proposed driveways.
- d. Evaluation of crash data.
- e. Review of existing local studies and standards, including the City of Starkville's Master Plans, and Mississippi State University's Master Plan.

C. DEVELOPMENT OF ALTERNATIVES

- a. Conceptual development of reasonable alternatives at 3 existing intersections as determined by the LPA. The CONSULTANT shall develop 2 alternatives at each intersection based on Traffic Study findings. Alternatives are to be evaluated with traffic performance and safety in mind.
- b. Artistic rendering of up to 3 intersection concepts shall be created to help visualization of project intent for the public and Owner understanding.

D. STAKEHOLDER MEETINGS

- a. The CONSULTANT shall be responsible for developing all material for and scheduling stakeholder meetings with the LPA, MDOT, and other local officials to discuss the project.
- b. The CONSULTANT shall hold one meeting with LPA officials to discuss findings of the Traffic Study and discuss preferred alternatives to existing intersections.
- c. The CONSULTANT shall hold one meeting with additional local stakeholders, as identified by the LPA, to discuss findings of the Traffic Study and receive input on the preferred alternatives to existing intersections.
- d. The CONSULTANT shall hold one meeting with MDOT and LPA officials to review findings and receive MDOT feedback.

E. REPORT OF RECOMMENDED IMPROVEMENTS

- a. The CONSULTANT shall develop and provide a Construction Cost Estimate for each of the preferred alternatives.
- b. The CONSULTANT shall compile a draft report of findings for review by the LPA.
- c. The CONSULTANT shall modify the report based on comments received by the LPA and shall produce a Final Report of Recommended Improvements along the study corridor.

The CONSULTANT and LPA shall treat the services of this phase as a different and distinct project with separate funding (\$200k) allocated for this scope. All invoicing and payments shall be generated and paid separate from the Preliminary and Final Design scopes listed below.

BASE PHASE (PRE-NEPA) PRELIMINARY DESIGN

GENERAL REQUIREMENTS

This CONSULTANT shall provide all necessary professional services required to complete environmental studies (environmental assessment or ENV-160), all necessary field surveying, the determination of required Right-of-Way limits, centerline soil profile, geotechnical investigation (at bridges), and roadway hydraulic design for the preparation of construction plans. The professional services shall incorporate roadway, intersection, and interchange improvements at MS Highway 12 and HWY 82, MS HWY 12 and Garrard Road, and add a multi-use path (MUP) to connect to existing MUPs along Garrard Road and HWY 12. The project location for these services includes the intersection of MS Highway 12 and Garrard Road between HWY 82 (to the North), Old West Point Road (to the West), Sand Creek (to the East) and Market Street (to the South) in Oktibbeha County. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

The CONSULTANT shall comply with the current version of the following publications:

Roadway Design

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;
4. MDOT *Roadway Design CADD Manual*;

5. MDOT *Survey Manual*;
6. MDOT *Access Management Manual*;
7. MDOT *Traffic Engineerings Typical Signing Details*;
8. MDOT *Intelligent Transportation Systems Design Manual*;
9. *Mississippi Standard Specifications for Road and Bridge Construction*;
10. AASHTO'S *A Policy on Geometric Design of Highways and Streets*;
11. AASHTO *Roadside Design Guide*;
12. AASHTO *Highway Safety Manual (HSM)*;
13. AASHTO *Guide for the Development of Bicycle Facilities*;
14. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
15. NACTO *Urban Street Design Guide*;
16. *Manual on Uniform Traffic Control Devices (MUTCD)*; and
17. Any other publications listed in Exhibit 8, or as instructed by MDOT.

Bridge Design, Rating and Inspection

- A. MDOT *Bridge Design Manual*;
- B. MDOT *Bridge Division CADD Manual*;
- C. MDOT *Bridge Standard Drawings*;
- D. MDOT *Bridge Design Memos*;
- E. *Mississippi Standard Specifications for Road and Bridge Construction*;
- F. MDOT *Bridge Safety Inspection Policy and Procedure Manual*;
- G. The FHWA *Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges*, the FHWA *Bridge Inspectors Reference Manual*; and
- H. National Bridge Inspection Standards (NBIS);
- I. American Association of State Highway and Transportation Officials (AASHTO) *LRFD Bridge Design Specifications*;
- J. AASHTO *Guide Specifications for LRFD Seismic Bridge Design*;
- K. AASHTO *LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*;
- L. AASHTO *LRFD Guide Specifications for the Design of Pedestrian Bridges*;
- M. AASHTO *LRFD Movable Highway Bridge Design Specifications*;
- N. AASHTO/AWS *D1.5M/D1.5 Bridge Welding Code*;
- O. AASHTO *Guide Specification and Commentary for Vessel Collision Design of Highway Bridges*;
- P. AASHTO *Guide Specifications for Bridges Vulnerable to Coastal Storms*;
- Q. AASHTO *LRFD Bridge Construction Specifications*;
- R. AASHTO *Standard Specifications for Highway Bridges*;
- S. AASHTO *Manual for Bridge Evaluation*;
- T. AASHTO *Manual on Subsurface Investigations*; and

U. Any other publications listed in Exhibit 8, or as instructed by MDOT.

Hydraulic Design

- A. *Mississippi Standard Specifications for Road and Bridge Construction*;
- B. 23 CFR Parts 625, 630, and 650;
- C. 44 CFR Part 59-78;
- D. *AASHTO Drainage Manual*;
- E. *AASHTO LRFD Bridge Design Specifications*;
- F. *Bridge Scour and Stream Instability Countermeasures*;
- G. Federal Emergency Management Agency (FEMA) regulations;
- H. FHWA Hydraulic Engineering Circulars and other publications;
- I. FHWA publication *Design of Riprap Revetment*;
- J. FHWA publication *Design of Roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15)*;
- K. FHWA publication *Evaluating Scour at Bridges*;
- L. FHWA publication *Hydraulic Design of Energy Dissipators for Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14)*;
- M. FHWA publication *Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5)*;
- N. FHWA publication *Hydraulic Design of Safe Bridges, Hydraulic Design Series Number 7 (HDS-7)*;
- O. FHWA Publication No. FHWA-HRT-05-072, *Assessing Stream Channel Stability at Bridges in Physiographic Regions, July 2006*;
- P. FHWA publication *River Engineering for Highway Encroachments, Highways in the River Environment, Hydraulic Design Series Number 6 (HDS-6)*;
- Q. FHWA publication *Stream Stability at Highway Structures*;
- R. FHWA publication *Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22)*;
- S. Floodplain Management Regulations for the State of Mississippi;
- T. Hydraulic Engineering Circular No. 11 (HEC-11);
- U. Hydraulic Engineering Circular No. 18 (HEC-18);
- V. Hydraulic Engineering Circular No. 20 (HEC-20);
- W. Hydraulic Engineering Circular No. 23 (HEC-23);
- X. National Flood Insurance Program regulations (NFIP);
- Y. Local, state, or federal regulations as appropriate; and
- Z. Any other publications listed in Exhibit 8, or as instructed by MDOT.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge

plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points.

The LPA will provide a single point-of-contact for day-to-day coordination.

PRE-DESIGN MEETING

The purpose of the Pre-Design Meeting is to discuss the specific design criteria, and other matters as the MDOT, LPA and CONSULTANT deem necessary.

The CONSULTANT shall submit minutes of the Pre-Design Meeting to the LPA and MDOT within two (2) weeks after the meeting, unless instructed otherwise. The minutes shall include, but are not limited to, a list of attendees and a detailed list of all design requirements discussed in the meeting.

ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITHOUT NEW ROW*

*New ROW includes donated ROW and permanent easements. New ROW does not include temporary easements.

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this CONTRACT is executed.

FIELD SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required for plan development, in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests by the LPA, including the following:

Centerline Survey and Control

- A. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
- B. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
- C. Perform hydraulic survey for existing and proposed structures, according to the MDOT Survey Manual;

- D. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
- E. The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits. Property lines shall be determined using, in the CONSULTANTS opinion, they current vesting deed(s) for any one particular parcel or tract of land researched from courthouse records. A PRELIMINARY PROPERTY MAP shall be developed as a result of the CONSULTANT'S field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose.:
 - 1. A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project;
 - 2. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
 - 3. Each land parcel boundary in or connecting to the limits of the projects shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All General Land Office (GLO) lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 - 4. All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - 5. Any distances or bearings shown on this drawing shall be grid;
 - 6. North arrow.
- F. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and/or MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual;
- G. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed with this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT;
- H. Mississippi One Call (and other agencies that do not participate in Mississippi One-Call shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

Survey Data Submittal

The CONSULTANT shall submit electronic copies of the following information (This is in addition to the CADD files required to be submitted):

- A. An ASCII file containing the horizontal and vertical control point information established by the CONSULTANT;
- B. An ASCII file containing the field collected property point information. Naming of the file shall be firm's name_project number_property.txt. File format shall be printed by the CONSULTANT and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a PDF format. Naming of the file shall be firm's name_project name_property certification.pdf;
- C. As ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name_project number_preliminary_row.txt. File format shall be point number, northing, easting, RWM and station-offset;
- D. A PDF file containing the completed MDOT survey notification forms for each landowner along the project that have been returned to the CONSULTANT. Naming of the file shall be firm's name_project number_survey_notification.pdf;
- E. An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name_project number_topo.pdf. File format shall be point number, northing, easting, elevation, pointcode, line code: point description.

At the end of the office review plans, the CONSULTANT shall submit an electronic copy of the following information:

An ASCII file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name-project number_final_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the LPA or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two six inches below the ground surface.

CONCEPTUAL PLANS (ROADWAY)

The CONSULTANT shall prepare and submit Conceptual Plans that include:

A. ROADWAY PLANS

1. Unless instructed otherwise by the Project Manager or his designee, Conceptual Roadway Plans will be limited to the Title Sheet(s), Typical Sections, and Plan-Profile Sheets. If specified in the Work Assignment, a Preliminary Traffic Control Plan and phase construction details shall be included to ensure that traffic can be maintained and the project is constructable as proposed. If specified in the Work Assignment, conceptual permanent signing and striping plans shall be required.
 2. For Work Assignments that include design of reconstructed interchanges, the CONSULTANT shall include all applicable horizontal and vertical alignment information of the interchange with the Conceptual Plans.
 3. For Work Assignments that require local road improvements to be made as a result of the primary purpose of the project, the CONSULTANT shall investigate all local roads within the project limits to determine the appropriate approach to reconstructing the local roads to an acceptable design while keeping additional costs to a minimum. Factors to be considered include, but are not limited to, intersection sight distance, angle of intersection, offset intersections, and crossover spacing.
 4. For Work Assignments that include local roads to be reconstructed as the primary purpose of the project, the CONSULTANT shall investigate the local roads to determine the appropriate approach to reconstruct the local roads to an acceptable design to meet the goals of the project. Factors to be considered include, but are not limited to, intersection sight distance, angle of intersection, offset intersections, and crossover spacing.
 5. For Work Assignments that include lighting, the CONSULTANT shall provide a lighting plan to determine the most effective means of lighting the roadway to achieve the desired lighting levels. The Conceptual Plans shall show the location of the proposed lighting assemblies and provide information for MDOT's review. Height of poles, number of luminaires, type of lamps, and any special features required shall be indicated on the plans. The CONSULTANT shall ensure the proposed layout satisfies the AASHTO and FHWA requirements for the type of roadway being lit.
- B. SIDEWALK / MULTI-USE PATH (MUP) PLANS: Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, special design sheets where needed (such as contractor-designed precast bridge), phase construction sheets as required (plan & elevation).

Along with the Conceptual Plans, the CONSULTANT shall submit a signed copy of the current Phase A checklist located under the Quality Control Checklists on Roadway Design Division's website.

Conceptual Plans shall be submitted to LPA and MDOT for review and approval. The CONSULTANT shall allow approximately four (4) weeks for review by LPA/MDOT, or as instructed by the Project Manager or his designee.

After MDOT completes its review, MDOT shall do one of the following: provide a list of changes required, or meet with the CONSULTANT for a Conceptual Plan Review to discuss the necessary changes.

If a Conceptual Plan Review is held, the CONSULTANT shall submit minutes of the meeting to the Project Manager or his designee within two (2) weeks after the conclusion of the meeting, unless instructed otherwise by the Project Manager or his designee. The minutes shall include, but are not limited to, a list of attendees, a list of all significant changes to the plans, and a list of all action items by both the CONSULTANT, LPA and MDOT.

PHASE A (FIELD REVIEW) ROADWAY AND BRIDGE DESIGN

Phase A (Field Review) Roadway Plans

The CONSULTANT will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field review.

The Field Review Plans shall contain, for the HWY 12 @ Garrard intersection, HWY 12 @ HWY 82 interchange, and all MUP connections on HWY 12 and Garrard Road, at a minimum:

- A. Title Sheet;
- B. Typical Sections;
- C. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;
- D. Cross Section Sheets showing accurate templates at each cross section, all ditches, proposed driveways, and proposed and existing side drain and cross drain structures. The drainage structure cross sections shall not be in a separate cross section file. Phase construction details shall be shown on the cross sections.

The CONSULTANT shall include the following: preliminary earthwork quantities, preliminary pavement marking sheets, as well as any traffic control that will be required during construction.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated construction opinion of probable cost. This OPC shall be based on historical cost data from similar MDOT projects.

GEOTECHNICAL INVESTIGATION FOR ROADWAYS

The CONSULTANT shall investigate subsurface soil and geological conditions along the project route as required to provide the necessary design criteria for structure foundations, pavement support criteria, and embankment stability as required by the LPA.

Design Criteria for pavement support shall be determined from a Centerline Soil Profile. The specific objective of this study is to determine the quality and type of soils located along the project. The Centerline Soil Profile shall be completed prior to the submittal of the field review plans so that the plans reflect slope requirements in areas that contain high-volume-change soils, as well as fill and cut areas that will require benching foreslopes and/or backslopes.

The CONSULTANT shall perform necessary field and laboratory work to develop and provide the complete soil profile along the centerline of survey. The soil survey shall be performed by the CONSULTANT in such a manner as necessary to produce a report similar in content and format commonly developed by the MDOT's District Materials laboratories, and in accordance with the MDOT SOP TMD 20-14-00-000 and TMD 20-14-01-000, "Centerline Soil Profiles And Standard Design Procedures for Construction of Roadways Through High Volume Change Soils".

The CONSULTANT shall identify the types of soils along the proposed alignment, evaluate their potential use as fill materials, and locate any undesirable low strength surface soils that may require undercutting or other remedial measures for construction. From the Centerline Soil Profile, a tentative base design will be formed by the CONSULTANT and any undesirable strata shall be noted for special consideration by the CONSULTANTS Project Engineer in charge of the actual construction.

Prior to the beginning of the field exploration, the CONSULTANT shall submit the proposed plan of work to the LPA for review and approval. As a general rule, soil borings should be spaced a maximum of two hundred (200) feet apart along the centerline and drilled to a depth of three (3) feet below the proposed subgrade line in cut sections or natural ground in fill sections. The spacing and depth of soil borings should vary if unusual conditions are encountered such as rock layers, water strata, or weak deposits (much or unstable material). The auger method of drilling for disturbed samples is generally suitable for identification of the materials obtained.

Additional laboratory tests and analyses, which are not specified in TMD-20-14-00-000, shall be performed by the CONSULTANT. These tests and analyses include:

- Estimated California Bearing Ration (CBR), from charts supplied by MDOT;
- Volume Change, AASHTO 92 or Mississippi Test Method MT-92;
- pH, Mississippi Test Method MT-30 or AASHTO 289; and
- Soil Resistivity, Mississippi Test Method MT-47 or AASHTO 228.

The CONSULTANT shall prepare a report of the findings of the soil survey. This report shall include recommendations for handling unsuitable or undesirable soils, copies of the laboratory test results on the MDOT form TMD-683 or equivalent, and the Centerline Soil Profile. The Centerline Soil Profile shall show the limits of each soil type identified, with each type labeled as follows:

- An identification number to reference it to the laboratory test results;
- AASHTO classifications;
- Unified Soils classification;
- Estimated CBR; and
- % Volume Change (if applicable).

CADD Drawings

The CONSULTANT shall use the requirements listed under I. GENERAL REQUIREMENTS of this Scope of Work for all CADD drawings. The generalized soil profiles shall be submitted with the Final Report.

Unless otherwise indicated, drawings submitted for Final Plans shall be in the following scales: 1 inch = 20 feet, or 1 inch = 40 feet.

Generalized soil profiles and boring logs shall contain standard notes and disclaimers. These notes will be furnished by the LPA. In addition, the generalized soil profiles shall contain a table of soil strengths and unit weights used for design calculations as well as geologic description of the individual soil zones and USCS classification.

Final Centerline Soil Profile Report

For work involving a subsurface field investigation, and engineering analyses, the CONSULTANT shall prepare a draft report of all findings pertinent to the assigned Scope of Work. At that point, a meeting shall be held between the CONSULTANT and LPA to discuss the findings of the investigation and to review the draft report. After this meeting, the Final Centerline Soil Profile Report shall be prepared and signed by an engineer licensed in the State of Mississippi, and shall also contain the following at a minimum:

- A cover letter containing Project Number, County and a general description of the project;
- A project layout sheet containing the project termini and a map of the project area
- Laboratory test results;
- Generalized soil profiles;

The report shall contain the following, organized as follows:

- Cover Letter

- Layout Sheet
- General Information
- Geology
- Conclusions and Recommendations
- Generalized Soil Profile(s)
- Laboratory Test Results
- Final Boring Logs

ROADWAY HYDRAULIC DESIGN (DRAINAGE AREA < 1,000 ACRES)

Hydraulic Analysis and Design Requirements

The CONSULTANT shall base the design on the most effective and economical methods that allow runoff waters to be passed through the roadway. Drainage installations should they adversely affect conditions of adjoining properties.

Roadway hydraulic design, including hydrology, channels, culverts, energy dissipaters, storm drainage systems, and storage facilities, shall be in conformance with the publications listed in the contract under GENERAL REQUIREMENTS of this Scope of Work and those listed below.

The current editions of the major reference publications for hydraulic design of highways are as follows (in addition to any other publications that are applicable to engineering industry standards):

- a) FHWA publication Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5);
- b) FHWA publication Hydraulic Design of Energy Dissipators far Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14);
- c) FHWA publication Design of & roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15); and
- d) FHWA publication Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22).

The hydraulic design shall be performed using a nationally recognized and readily available computer program specifically developed for aiding in the design of roadway drainage structures, culverts, and/or storm water conveyance systems and containments. Acceptable software for drainage design applications may include HY-8 Culvert Hydraulic Analysis Program, FHWAY Hydraulic Toolbox, HEC-RAS, PondPack, StormCAD, StreamStats, HEC-HMS, WMS, and SMS.

For any project located in or across a FEMA Regulatory Floodway, or where base flood elevations have been determined as shown on the NFIP maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. Modification of this input data will be required to demonstrate that the proposed

hydraulic improvements or structure(s) will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths.

For structures with drainage areas less than 1000 acres, the design flood for encroachments by through lanes of interstate highways shall not be less than the flood with a two (2) percent chance of being exceeded in any given year, per 23 CFR 650.115.

For storm drainage systems that collect, convey, and discharge stormwater flowing within and along the highway Right-of-Way, the storm sewer system design shall be completed in accordance with the requirements and format set forth herein. The storm drainage system shall be designed so the post-construction peak flow rate at any point where runoff leaves the project Right-of-Way shall be less than or equal to the pre-construction conditions, when applicable.

For temporary drainage structures and/or culverts that may be necessary for detour roads or other non-permanent locations, the temporary hydraulic design shall be completed in accordance with current MDOT policies and requirements, MDOT Design Memos, and any other guidance as applicable.

The sediment basin design shall be completed in accordance with current MDOT policies and requirements, MDOT Design Memos, and any other guidance as applicable.

Hydraulic Plans Requirements

Pursuant to the Hydraulic Structure Recommendations, drainage details for all culverts and cross drains, including any that are necessary for detour roads and any other non-permanent locations, storm drainage systems, and sediment basins, shall be provided and placed accordingly in the drainage design file and referenced into the Plan-Profile Sheets.

For urban projects, the storm sewer design shall be depicted on separate Left and Right 1" = 20' Plan-Profile Sheets.

The following Plan-Profile Sheet information shall be provided at a minimum:

- A. The plan view shall show all existing and proposed structures in the proper location, and include corresponding labels as to length, size, and type. Any existing drainage structures that conflict with proposed work shall be labeled to be removed. For storm drainage systems, an identifying structure tag (with corresponding tag in profile view) and a directional flow arrow on all pipes shall be included. For sediment basins, the location and type shall be shown.
- B. The profile view shall show the structures in the proper location and shall be drawn to proper flow lines and dimensions. Pipe slopes and any special ditch slopes shall be labeled.

C. A detailed description of each structure shall be provided in the profile view, including, but not limited to:

- o Station;
- o Type;
- o Size;
- o Length;
- o Drainage Area;
- o Flowlines;
- o Skews;
- o Inverts;
- o Dimensions when applicable, openings with pipe sizes

D. For silt basins, the following shall be included:

- o Station;
- o Basin type;
- o Drainage area;
- o Dam length and height.

E. For flat-bottom ditches, the following shall be included:

- o Location;
- o Station range of special ditch;
- o Bottom widths;
- o Side Slopes
- o Armoring when applicable

Cross sections shall include all existing, proposed, and temporary structures, labeled and drawn to proper flowlines and dimensions, in the cross-section file. A cross section shall be included at all drainage structure locations. The drainage structure cross sections shall not be in a separate cross section file.

Hydraulic Calculations and Report Requirements

A Hydraulic Report shall be provided on all Roadway projects. The format of the Roadway Hydraulics Design submittals shall be in report style, including, when applicable:

- i. Table of contents;
- ii. Introduction and methodology;
- iii. Design criteria;
- iv. Hydrology;
- v. Culvert Design Form(s);
- vi. Coverage area map including sub- and overall drainage areas;
- vii. Cross drains analyses;
- viii. Side drains analyses;
- ix. Ditch analyses;
- x. Storm system analyses; and
- xi. Sediment basin analyses.

For projects with storm sewer systems, a chart shall be included with detailed information of the system, including, but not limited to:

- i. Structure type;
- ii. Station;
- iii. Drainage area;
- iv. Flow rate;
- v. Velocity;
- vi. Intercepted flow;
- vii. Bypass flow;
- viii. Spread as applicable; and
- ix. Flow into each pipe in the system.

HYDRAULIC MODELS AND CALCULATIONS: The project is in parts of a Zone X, Zone 0.2%, Zone AE with Floodway but is anticipated to remain outside of the floodway, therefore no FEMA regulatory or impacts are anticipated. Hydraulic models for projects affected by a FEMA Regulatory Floodway shall be provided when applicable. Input and output from software and any other calculations used in hydraulic design shall be provided.

“NO-RISE/NO-IMPACT” CERTIFICATION: If the project is located in or across a FEMA Regulatory Floodway, or base flood elevations have been determined as noted on the NFIP maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. The CONSULTANT shall complete a “No-Rise/No-Impact” certification and report. The report shall contain all needed documentation and technical data required by a “No-Rise/No-Impact” certification for MDOT’s review. The step-backwater hydraulic model shall be modified to demonstrate that the proposed hydraulic improvements or structure(s) will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths. The certification shall be signed, sealed, and dated by the CONSULTANT’S engineer.

CLOMR and LOMR APPLICATIONS: In the event a “No-Rise/No-Impact” is not possible, or a longitudinal encroachment of the roadway embankment will occur within the floodway, an application for revisions to the NFIP maps shall be required at the

discretion of MDOT. The CONSULTANT shall be required to prepare for submittal an application for CLOMR, LOMR, and the required supporting data and documentation to the participating community and FEMA. The certification shall be signed, sealed, and dated by the CONSULTANT'S engineer. A CLOMR and LOMR was not scoped as part of this project and should this be required a supplemental agreement and scoping meeting would be requested.

Submittal Requirements

A. General Submittal Requirements

The CONSULTANT shall submit field inspection plans and draft final roadway hydraulics report concurrently no later than four (4) weeks prior to the Field Inspection, unless otherwise instructed by the LPA.

Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with the Field Inspection Plans.

The CONSULTANT shall allow four (4) weeks for review the LPA and MDOT.

Representatives of the LPA, the appropriate divisions of MDOT and the CONSULTANT shall attend the Field Inspection at a date mutually agreed upon by both parties.

The CONSULTANT shall submit minutes of the Field Inspection to the MDOT and/or LPA within two (2) weeks after the conclusion of the Field Inspection, unless instructed otherwise by the Project Engineer or designee. The minutes shall include, but are not limited to, a list of attendees, a list of all significant changes to the plans, and a list of all action items by both the CONSULTANT and MDOT.

B. Hydraulics Submittal Requirements

The CONSULTANT shall prepare and submit the Draft Final Roadway Hydraulic Report in accordance with the format required by the Hydraulics Branch and as described herein for its review and comments.

The Roadway Hydraulic submittal shall include the following:

1. Drainage MicroStation files (Plan-Profile Sheets and cross sections);
2. Hydraulic Report;
3. Supporting drawings;
4. All correspondence with governmental and regulatory agencies regarding levees and water crossings; and
5. Any additional items indicated in the Work Assignment.

In the event a FEMA Regulatory Floodway is involved, the CONSULTANT shall also submit a copy of the following as appropriate:

1. FEMA flood study data;
2. Topographic maps showing revised floodway and floodplain boundaries (when instructed by the Hydraulics Branch);
3. No-Rise/No-Impact certification;
4. CLOMR application (when directed by the Hydraulics Branch)(assumed as an additional item outside the scope of this project);
5. LOMR (when directed by the Hydraulics Branch))(assumed as an additional item outside the scope of this project);; and
6. All correspondence with FEMA and the Community Floodplain Administrator)(assumed as an additional item outside the scope of this project);.

The following file naming format shall be used:

File name: FMS_ROUTE_County_Print Type_MM-DD-YYYY.dgn

Examples:

100774-001000_SR57_Jackson_HYD_Culvert_Summary_07-01-2021.dgn 100774-001000_SR57_Jackson_HYD_Drainage_07-01-2021.dgn 100774-001000_SR57_Jackson_HYD_XS_07-01-2021.dgn
100774-001000_SR57_Jackson_HYD_TEMP_Drainage_07-01-2021.dgn

Documentation from the Field Inspection shall be added to the Draft Final Roadway Hydraulic Report, including statements for any revisions and any additional items indicated in the Work Assignment.

All tasks/scope associated with the Base Phase Preliminary Design shall be completed and approved prior to amending the grant agreement to activate the Option 1 Final Design scope.

OPTION 1 FINAL DESIGN

PHASE B (OFFICE REVIEW) ROADWAY (Intersection and Interchange) and MUP DESIGN

(Construction Plans and Specifications)

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans for review by the LPA. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

The Office Review Plan requirements include the following components (if included in the project):

PHASE B (Office Review) Roadway and MUP Plans

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Plan Profile Sheet(s);
- H. Temporary Erosion Control Plan Profile Sheet(s);
- I. Intersection Detail Sheet(s);
- J. Traffic control plans;
- K. Complete Form Grade Sheet(s) for interchange ramps, loops, and/or channelized intersections at 25-foot intervals and at critical locations as needed;
- L. Permanent Directional Signing Sheet(s) that include layouts, details (signs and overhead assemblies);
- M. Standard, regulatory and warning signs;
- N. Temporary Erosion Control Standard Drawings;
- O. Detailed Pavement Marking Sheet(s), not covered by Standard Drawings;
- P. Permanent Signing Plans;
- Q. Traffic Signal Plans and details;
- R. ITS Plans and details;
- S. Lighting Plans to include lighting layouts, legend, lighting notes, detail sheets, and Special Provisions;
- T. Right-of-Way and Easement Coordinate Sheet(s);
- U. Standard Drawings;

- V. Other applicable plans as necessary for the construction of the project, such as a contractor-designed precast bridge for the MUP;
- W. Final Cross Section Sheets; and
- X. All calculations, notes, and data used to develop the plans

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOT signing policies and practices and at the direction of the LPA.

On projects which include a disturbed area over five acres, the CONSULTANT is required to prepare a LCNOI (Large Construction Notice of Intent) and shall include a detailed erosion control plan in the Phase B (Office Review) plans.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction opinion of probable cost. This OPC shall be based on the plan quantities and historical cost data for the pay items.

WORK ZONE SAFETY/MOBILITY - TRANSPORTATION OPERATIONS PLAN

The CONSULTANT shall develop a Work Zone Transportation Operations (TO) Plan to mitigate the impacts of the work zone on the operation and management of the transportation system within the work zone impact area. A Preliminary TO Plan is required for field review plans, and the Final TO Plan shall be completed in the office review plans and submitted prior to the Office Review.

Traffic delay caused by the work zone shall be modeled, and strategies shall be identified to mitigate the work zone impacts on the transportation system in the work zone area. "QuickZone" or other software may be used to model delay. Typical TO strategies may include, but are not limited to, restricting work to non-peak hours, requiring night-time operations, lane rentals, Smart Work Zones featuring ITS devices and/or traveler information provisions, and others are requested. The CONSULTANT will recommend effective strategies and provide estimated results of each, and MDOT will determine which strategies to utilize.

ADVERTISEMENT

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids

- Assemble Bids and Submit

ACRONYM DEFINITION

AASHTO	American Association of State Highway and Transportation Officials
BOP	Beginning of Project
CBR	California Bearing Ratio
CD	Collector/Distributor Road
CLOMR	Conditional Letter of Map Revision
CPT	Cone Penetrometer
EOP	End of Project
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GLO	General Land Office
GPS	Global Positioning System
ITS	Intelligent Transportation Systems
LCNOI	Large Construction Notice of Intent
LOMR	Letter of Map Revision
LPA	Local Public Agency
LRFD	Load Resistance Factor Design
MDOT	Mississippi Department of Transportation
MSE	Mechanically Stabilized Earth
MUTCD	Manual on Uniform Traffic Control Devices
NFIP	National Flood Insurance Program
NWI	National Wetland Inventory
OHWM	Ordinary High Water Marks

PDM	Project Development Manual
ROW	Right-of-Way
RQD	Rock Quality Designation
SMD	MDOT Survey-Maps/Deeds Section
SOP	Standard Operating Procedures
TO	Transportation Operations

{ATTACH THE PROGRESS SCHEDULE AT THE BACK OF THIS EXHIBIT – SEE ARTICLE IV}

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$959,993.10** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be **\$98,448.64**, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$959,993.10** (Total of all Charges) without the prior written consent of both parties.

The CONSULTANT and LPA shall treat the Supplemental Planning services as a different and distinct project with separate funding (\$200k) allocated for this scope. All invoicing and payments shall be generated and paid separate from the Preliminary and Final Design fees listed below.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub- Consultants	Project Total
Base Phase (Pre-NEPA) Supplemental Planning	\$178,018.33	\$649.90	\$21,330.68	\$0.00	\$199,998.92
Base Phase (Pre-NEPA) Preliminary Design	\$384,900.05	\$1,595.38	\$46,119.86	\$37,380.16	\$469,995.45
Option 1 Final Design	\$258,699.14	\$301.50	\$30,998.09	\$0.00	\$289,998.73
Project Total	\$821,617.52	\$2,546.78	\$98,448.64	\$37,380.16	\$959,993.10

EXHIBIT 4
SAMPLE CSU-001 – COST PLUS FIXED FEE

LPA-CSU-001 For LPA's

REV 4/01/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Date Processed January 0, 1900
Vendor Number 3100000000 MDOT Project Number 0
Project No. _____ County 0
In Account With 0 Address 0
Contract Number: CS 000000 Surety _____
Est. No. 0 0 Period January 0, 1900 THRU January 0, 1900 Document No. _____

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date			
Total Participating Cost	000001	00000	0	0	0	0	0.00	0.00	0.00			
Total							0.00	0.00	0.00			
Total All Work Due							0.00	0.00	0.00			
Total Net Work Due							0.00	0.00	0.00			
Quantities Checked					Contract Not To Exceed Amount		AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)					
Original Signed _____					\$0.00							
C000000000												
LPA Official _____					NTP Date							
0					January 0, 1900							
Approved By: _____					Termination Date							
Consultant Services Unit Engineer - Scot Ehrgott, P.E.					January 0, 1900							
% Matching Funds Deduction for LPA	001	00000	0	0	0	0	0.00	0.00	0.00			
<u>0.00000%</u>												
TOTAL Net Amount Owed to the LPA							0.00	0.00	0.00			
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT												

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY

ADDRESS

CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____, 20__ THROUGH _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20__, AS RELATES TO

PROJECT NO. ____-____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20__.

Neel-Schaffer, Inc.

Melinda McGrath

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20____.

City of Starkville

Lynn Spruill, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the 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 subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(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 Contract.

128686

EEV* 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 contract, 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 contract 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: _____ Date _____
Authorized Officer or Agent

Melinda McGrath Regional Manager
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* 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.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: August 5, 2025
PAGE: Page 1 of 2

SUBJECT:

Consideration of approving Change Order #1 for the Crossgates Sinkhole Repair Project in the amount of \$21,325.00 as an emergency change order for additional repairs in that it is a result of the rush to complete the work due to the severity of the sinkhole.

AMOUNT & SOURCE OF FUNDING:

Capital Improvement Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

6-3-2025: Approval from Board of Aldermen for low bid from Burns Dirt in the amount of \$73,584.97. This will make the total contract \$94,909.97.

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

This project is to fix approximately 150 linear feet of failed 48" storm drain in a resident's yard near Crossgate St and W Bound St. This change order is for extra work performed due to unforeseen utility conflicts while replacing the storm culvert. The conflicts included capping, removing, and replacing a section of a 6" water main that was in conflict with the storm drain. The electrical duct bank was also in conflict and had to be shored to prevent it from falling in the trench. The existing storm culverts are deeper than anticipated so the junction box being built is larger than what was bid.

New Contract Amount: \$94,909.97

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approving Change Order #1 for the Crossgates Sinkhole Repair Project in the amount of \$21,325.00.

Change Order

No. **1**

Date of Issuance: 7/28/25

Effective Date: 8/6/25

Project: Crossgates Emergency Sinkhole Repair	Owner: City of Starkville	Owner's Contract No.: 25037
Contract: Crossgates Emergency Sinkhole Repair		Date of Contract: 6/12/25
Contractor: Burns Dirt Construction		Engineer's Project No.: 25037

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

Removing and replacing conflicting 6" water main and valve. Additional risers for junction box due to storm drain being deeper than expected. Plugging and capping abandoned sewer main.

Reason for Change Order: Required utility work due to unforeseen water main conflicts. Additional risers for junction box due to storm drain being deeper than expected. Plugging and capping abandoned sewer main that was not properly filled. Shoring of electrical duct bank to prevent sloughing in ditch.

Attachments (list documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$73,584.97

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$0.00

Increase of this Change Order:

\$21,325.00

Contract Price incorporating Change Order:

\$94,909.97

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 21

Ready for final payment (days or date): 21

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Increase of this Change Order:

Substantial completion (days or date): 21

Ready for final payment (days or date): 21

Contract Times with all approved Change Orders:

Substantial completion (days or date): 42

Ready for final payment (days or date): 42

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 7/28/25

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 7/30/25



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: August 5, 2025
PAGE: Page 1 of 6

SUBJECT:

Consideration of approval of Simmons Erosion Control, Inc. as the lowest and best bid in the amount of \$1,178,403.35 for the Spring Street Connector South Improvements Project STP-7131-00(001)LPA/109583-701000 in accordance with the Mississippi Department of Transportation Local Public Agency guidelines and procedures and authorization for the City Engineer and Mayor to proceed with contract execution pending MDOT review and concurrence.

AMOUNT & SOURCE OF FUNDING:

This project will be funded through a Transportation Alternatives (TA) grant in the amount of \$780,000 and a local 20% match is required. The local match is shared between the City and MSU.

AUTHORIZATION HISTORY:

5-7-2024: Approval from Board of Aldermen for professional design services for this project.
10-15-2024: Permission from Board of Aldermen to advertise for construction bids.

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

Bids were received on July 10th, 2025 at City Hall at 2:00 pm. Three bids were received and are shown below:

Simmons Erosion Control, Inc. - \$1,178,403.35

ECON Construction, Inc. - \$1,275,223.79

Burns Dirt Construction - \$1,551,977.06

Garver recommends awarding the construction contract to Simmons Erosion Control, Inc. A detailed bid tabulation is attached.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approval of Simmons Erosion Control, Inc. as the lowest and best bid in the amount of \$1,178,403.35 for the Spring Street Connector South Improvements Project STP-7131-00(001)LPA/109583-701000 in accordance with the Mississippi Department of Transportation Local Public Agency guidelines and procedures and authorization for the City Engineer and Mayor to proceed with contract execution pending MDOT review and concurrence.



1076 Highland Colony Parkway
Suite 325
Ridgeland, MS 39157
TEL 601.825.3633
FAX 601.825.3650
www.GarverUSA.com

EVALUATION OF BIDS

Date: July 14, 2025

Project Number: STP-7131-00(001)LPA/109583-701000
Local Public Agency: Starkville, Mississippi
Bid Opening: Thursday, July 10, 2025 @ 2:00 PM (RE-BID)

LPA Contact Person:

Chris Williams, P.E. – Project Director
110 West Main Street
Starkville, MS 39759

Engineer/Consultant:

M. Shannon Wells, P.E. - Garver
1076 Highland Colony Pkwy
Ridgeland, MS 39157

The City of Starkville received (3) bids for the above referenced project. The bid proposal has been examined, and the apparent lowest responsive bidder was Simmons Erosion Control, Inc., with a total bid amount of \$1,178,403.35.

The (3) bids that were received on this project are as follows:

- | | |
|----------------------------------|----------------|
| 1. Simmons Erosion Control, Inc. | \$1,178,403.35 |
| 2. ECON Construction, Inc. | \$1,275,223.79 |
| 3. Burns Dirt Construction, Inc. | \$1,551,977.06 |

Engineer's Estimate	\$1,454,000.00
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Based on the results of the bid tabulation, Simmons Erosion Control, Inc.'s bid was 18.95% below the Engineer's Estimate, which is included with the bid tabulation.

All bidders submitted their bids in a sealed envelope containing the proposal and contract documents in its entirety which is in accordance with the instructions provided in the Bidder Check List and Advertisement.

None of the bids contained math discrepancies.

The Bidding Certification has been provided that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.

Chris Williams, P.E.
Project Director

M. Shannon Wells, P.E.
Project Engineer



1076 Highland Colony Parkway
Suite 325
Ridgeland, MS 39157

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FAX 601.825.3650

www.GarverUSA.com

RECOMMENDATION OF AWARD

July 14, 2025

Chris Williams, P.E.
Associate City Engineer
110 West Main Street
Starkville, MS 39759

Re: Recommendation of Award
Spring Street Connector South Improvements - REBID
STP-7131-00(001)LPA/109583-701000
Starkville, MS - Oktibbeha County

Dear Mr. Williams,

Three (3) bids were received (RE-BID) for the Spring Street Connector South Improvements project at 2:00 pm on July 10, 2025. The bids have been checked for accuracy and compliance with the contract documents, and a tabulation of the bids received is provided with this letter.

Simmons Erosion Control, Inc. proposed a bid in the amount of \$1,178,403.35 for the project, which was 18.95% less than the Engineer's Opinion of Probable Cost of \$1,454,000.00.

After careful review, Garver recommends awarding the construction contract for the Spring Street Connector South Improvements project to Simmons Erosion Control, Inc., for being the lowest responsive bidder.

Sincerely,

GARVER

M. Shannon Wells, PE
Senior Project Engineer
Garver Project #: 2301981

SPRING STREET CONNECTOR SOUTH IMPROVEMENTS

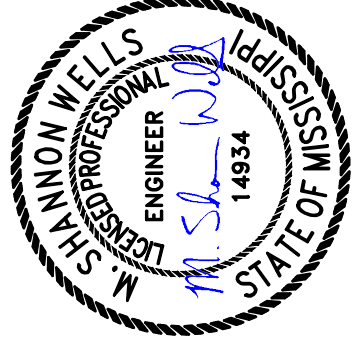
#	Spec. #	DESCRIPTION	Engineer's Opinion of Probable Cost			Simmons Erosion Control, Inc.			ECON Construction, Inc.			Burns Dirt Construction, Inc.		
			UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
10	202-B007	Removal of Asphalt Pavement, All Depths	SY	353	\$	40.00	\$14,120.00	\$25.00	\$8,825.00	\$18.17	\$6,414.01	\$11.33	\$3,999.49	
20	202-B080	Removal of Concrete Sidewalk	SY	312	\$	30.00	\$9,360.00	\$25.00	\$7,800.00	\$18.17	\$5,669.04	\$8.90	\$2,776.80	
30	202-B088	Removal of Curb & Gutter, All Types	LF	563	\$	20.00	\$11,260.00	\$25.00	\$14,075.00	\$7.50	\$4,222.50	\$8.12	\$4,571.56	
40	202-B172	Removal of Legend, All Types	SF	38	\$	5.00	\$190.00	\$12.30	\$467.40	\$11.85	\$450.30	\$15.16	\$576.08	
50	202-B215	Removal of Sign Including Post & Footing	EA	6	\$	400.00	\$2,400.00	\$186.75	\$1,120.50	\$170.26	\$1,021.56	\$85.83	\$514.98	
60	202-B240	Removal of Traffic Stripe	LF	7400	\$	2.00	\$14,800.00	\$6.15	\$45,510.00	\$5.93	\$43,882.00	\$7.58	\$56,092.00	
70	203-A001	Unclassified Excavation, FM, AH	CY	138	\$	35.00	\$4,830.00	\$33.25	\$4,588.50	\$18.71	\$2,581.98	\$28.14	\$3,883.32	
80	203-EX040	Borrow Excavation, AH, LVM, Class B9	CY	100	\$	75.00	\$7,500.00	\$33.25	\$3,325.00	\$28.36	\$2,836.00	\$50.41	\$5,041.00	
90	203-G002	Excess Excavation, LVM, AH	CY	363	\$	50.00	\$18,150.00	\$26.00	\$9,438.00	\$20.32	\$7,376.16	\$28.88	\$10,483.44	
100	209-A005	Geotextile Stabilization, Type V, Non-Woven	SY	211	\$	7.00	\$1,477.00	\$7.00	\$1,477.00	\$5.71	\$1,204.81	\$6.32	\$1,333.52	
110	211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	200	\$	15.00	\$3,000.00	\$33.25	\$6,650.00	\$62.52	\$12,504.00	\$131.11	\$26,222.00	
120	216-A001	Solid Sodding	SY	3589	\$	8.00	\$28,712.00	\$6.75	\$24,225.75	\$7.41	\$26,594.49	\$9.33	\$33,485.37	
130	219-A001	Watering	KGAL	72	\$	20.00	\$1,440.00	\$20.00	\$1,440.00	\$20.00	\$1,440.00	\$20.00	\$1,440.00	
140	230-A041	Shrub Planting, Dwarf Wax Myrtle	EA	24	\$	200.00	\$4,800.00	\$180.50	\$4,332.00	\$417.90	\$10,029.60	\$909.83	\$21,835.92	
150	230-B077	Tree Planting, Southern Red Oak	EA	10	\$	400.00	\$4,000.00	\$660.75	\$6,607.50	\$744.12	\$7,441.20	\$1,061.47	\$10,614.70	
160	230-B095	Tree Planting, Willow Oak	EA	10	\$	400.00	\$4,000.00	\$660.75	\$6,607.50	\$744.12	\$7,441.20	\$1,061.47	\$10,614.70	
170	907-234-A001	Temporary Silt Fence	LF	2500	\$	5.00	\$12,500.00	\$4.00	\$10,000.00	\$4.47	\$11,175.00	\$4.75	\$11,875.00	
180	237-A001	Wattles, 12"	LF	200	\$	10.00	\$2,000.00	\$6.50	\$1,300.00	\$8.43	\$1,686.00	\$7.06	\$1,412.00	
190	246-B001	Rockbags	EA	20	\$	20.00	\$400.00	\$20.00	\$400.00	\$14.23	\$284.60	\$29.79	\$595.80	
200	304-F001	Size 3/4" and Down Crushed Stone Base, Or	TON											
210	304-F002	Size 610 Crushed Stone Base, Or	TON	100	\$	100.00	\$10,000.00	\$115.00	\$11,500.00	\$105.35	\$10,539.00	\$111.60	\$11,160.00	
220	304-F003	Size 625B Crushed Stone Base	TON											
230	403-A002	12.5-mm, MT, Asphalt Pavement	TON	23	\$	350.00	\$8,050.00	\$255.25	\$5,870.75	\$242.93	\$5,587.39	\$310.86	\$7,149.78	
240	403-A014	9.5-mm, MT, Asphalt Pavement	TON	904	\$	230.00	\$207,920.00	\$184.25	\$166,562.00	\$175.38	\$158,543.52	\$224.42	\$202,875.68	
250	406-D001	Fine Milling of Bituminous Pavement, All Depths	SY	6178	\$	7.50	\$46,335.00	\$4.00	\$24,712.00	\$3.85	\$23,785.30	\$4.93	\$30,457.54	
260	407-A001	Asphalt for Tack Coat	GAL	822	\$	15.00	\$12,330.00	\$5.30	\$4,356.60	\$5.04	\$4,142.88	\$6.44	\$5,293.68	
270	503-C010	Saw Cut, Full Depth	LF	551	\$	12.00	\$6,612.00	\$13.25	\$7,300.75	\$7.65	\$4,215.15	\$7.96	\$4,380.45	
280	601-B001	Class "B" Structural Concrete, Minor Structures	CY	18	\$	2,200.00	\$39,600.00	\$1.00	\$18.00	\$12,123.33	\$21,639.94	\$2,274.57	\$40,942.26	
290	608-A001	Concrete Sidewalk, Without Reinforcement	SY	1588	\$	100.00	\$158,800.00	\$83.75	\$132,995.00	\$103.35	\$164,119.80	\$107.56	\$170,805.28	
300	907-608-C001	Detectable Warning Panels	SF	143	\$	45.00	\$6,435.00	\$25.00	\$3,575.00	\$59.05	\$8,444.15	\$60.66	\$8,674.38	
310	609-B002	Concrete Curb, Header	LF	140	\$	40.00	\$5,600.00	\$45.00	\$6,300.00	\$59.05	\$8,267.00	\$45.49	\$6,363.60	
320	609-D002	Combination Concrete Curb and Gutter Type 1 Modified	LF	579	\$	50.00	\$28,950.00	\$45.00	\$26,055.00	\$66.44	\$38,468.76	\$40.94	\$23,704.26	
330	613-D005	Adjustment of Manhole	EA	2	\$	2,000.00	\$4,000.00	\$650.00	\$1,300.00	\$1,275.00	\$2,550.00	\$2,549.68	\$5,099.36	
340	613-D009	Adjustment of Utility Aperture	EA	1	\$	1,000.00	\$1,000.00	\$650.00	\$650.00	\$1,275.00	\$1,275.00	\$1,976.25	\$1,976.25	
350	907-618-A001	Maintenance of Traffic	LS	1	\$	100,000.00	\$100,000.00	\$78,202.00	\$78,202.00	\$73,327.50	\$73,327.50	\$143,878.56	\$143,878.56	
360	619-A1002	Temporary Traffic Stripe, Continuous White	LF	3650	\$	2.00	\$7,300.00	\$1.25	\$4,562.50	\$1.19	\$4,343.50	\$1.52	\$5,548.00	
370	619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	4200	\$	2.00	\$8,400.00	\$1.25	\$5,250.00	\$1.19	\$4,998.00	\$1.52	\$6,384.00	

SPRING STREET CONNECTOR SOUTH IMPROVEMENTS

#	Spec. #	DESCRIPTION	Engineer's Opinion of Probable Cost				Simmons Erosion Control, Inc.				ECON Construction, Inc.				Burns Dirt Construction, Inc.			
			UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
380	619-A5001	Temporary Traffic Stripe, Detail	LF	439	\$	1.70	\$746.30	\$1.85	\$812.15	\$1.78	\$781.42	\$2.27	\$996.53					
390	619-A6001	Temporary Traffic Stripe, Legend	SF	175	\$	2.50	\$437.50	\$4.90	\$857.50	\$4.74	\$829.50	\$6.07	\$1,062.25					
400	619-A6002	Temporary Traffic Stripe, Legend	LF	480	\$	1.80	\$864.00	\$2.45	\$1,176.00	\$2.37	\$1,137.60	\$3.03	\$1,454.40					
410	619-D1001	Standard Roadside Construction Signs, Less Than 10 Square Feet	SF	114	\$	15.00	\$1,710.00	\$9.95	\$1,134.30	\$9.48	\$1,080.72	\$12.13	\$1,382.82					
420	691-G4005	Barricades, Type III, Single Faced	LF	24	\$	30.00	\$720.00	\$9.95	\$238.80	\$9.48	\$227.52	\$12.13	\$291.12					
430	619-G5001	Free Standing Plastic Drums	EA	79	\$	60.00	\$4,740.00	\$56.00	\$4,424.00	\$53.33	\$4,213.07	\$68.24	\$5,390.96					
440	619-G6001	Warning Lights, Type A	EA	8	\$	150.00	\$1,200.00	\$56.00	\$448.00	\$53.33	\$426.64	\$371.51	\$2,972.08					
450	619-G7001	Warning Lights, Type B	EA	2	\$	150.00	\$300.00	\$155.65	\$311.30	\$148.13	\$296.26	\$682.37	\$1,364.74					
460	620-A001	Mobilization	LS	1	\$	200,000.00	\$200,000.00	\$115,000.00	\$115,000.00	\$180,108.57	\$180,108.57	\$146,328.65	\$146,328.65					
470	907-626-C002	4" Thermoplastic Edge Stripe, Continuous White	LF	7106	\$	3.00	\$21,318.00	\$1.85	\$13,146.10	\$1.78	\$12,648.68	\$2.27	\$16,130.62					
480	907-626-E001	4" Thermoplastic Edge Stripe, Continuous Yellow	LF	4200	\$	3.00	\$12,600.00	\$1.85	\$7,770.00	\$1.78	\$7,476.00	\$2.27	\$9,534.00					
490	907-626-G002	Thermoplastic Detail Stripe, Yellow, 4" Equivalent Length	LF	560	\$	9.00	\$5,040.00	\$3.00	\$1,680.00	\$2.96	\$1,657.60	\$3.79	\$2,122.40					
500	907-626-G004	Thermoplastic Detail Stripe, White	LF	2573	\$	9.00	\$23,157.00	\$3.00	\$7,719.00	\$2.96	\$7,616.08	\$3.79	\$9,751.67					
510	907-626-H004	Thermoplastic Legend, White, 4" Equivalent Length	LF	5666	\$	4.00	\$22,664.00	\$4.95	\$28,046.70	\$4.74	\$26,856.84	\$3.79	\$21,474.14					
520	907-626-H009	Thermoplastic Legend, White	SF	665	\$	22.00	\$14,630.00	\$22.00	\$14,630.00	\$21.33	\$14,184.45	\$27.29	\$18,147.85					
530	907-627-K001	Red-Clear Reflective High Performance Raised Markers	EA	14	\$	35.00	\$490.00	\$14.75	\$206.50	\$14.22	\$199.08	\$18.20	\$254.80					
540	907-627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	8	\$	35.00	\$280.00	\$14.75	\$118.00	\$14.22	\$113.76	\$18.20	\$145.60					
550	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.060" Thickness	SF	46	\$	40.00	\$1,840.00	\$34.75	\$1,598.50	\$33.18	\$1,526.28	\$42.46	\$1,953.16					
560	630-C003	Steel U-Section Posts, 3.0 lb/ft	LF	56	\$	23.00	\$1,288.00	\$20.00	\$1,120.00	\$18.96	\$1,061.76	\$24.26	\$1,356.56					
570	630-K002	Welded & Seamless Steel Pipe Posts, 3"	LF	88	\$	65.00	\$5,720.00	\$68.50	\$6,028.00	\$65.19	\$5,735.84	\$83.40	\$7,339.20					
580	907-630-C004	Remove and Reset Sign, All Sizes	EA	2	\$	500.00	\$1,000.00	\$373.50	\$747.00	\$355.50	\$711.00	\$454.92	\$909.84					
590	907-632-A007	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller	EA	1	\$	22,800.00	\$22,800.00	\$11,012.50	\$11,012.50	\$10,113.98	\$10,113.98	\$12,942.31	\$12,942.31					
600	907-632-J001	Power Service Pedestal	EA	1	\$	20,080.00	\$20,080.00	\$19,973.75	\$19,973.75	\$18,343.80	\$18,343.80	\$23,473.59	\$23,473.59					
610	907-632-PP001	Traffic Signal Remote Monitoring System	EA	1	\$	7,270.00	\$7,270.00	\$8,690.00	\$8,690.00	\$7,980.98	\$7,980.98	\$10,212.83	\$10,212.83					
620	907-634-PP009	Pedestrian Push-Button Pole, Per Plans	EA	1	\$	5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$2,204.10	\$2,204.10	\$2,820.47	\$2,820.47					
630	635-A065	Traffic Signal Head, Type 2 FYA	EA	1	\$	630.00	\$630.00	\$2,535.50	\$2,535.50	\$2,328.53	\$2,328.53	\$2,979.69	\$2,979.69					
640	907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	600	\$	3.00	\$1,800.00	\$3.90	\$2,340.00	\$3.56	\$2,136.00	\$4.55	\$2,730.00					
650	907-636-B015	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 7 Conductor	LF	100	\$	4.00	\$400.00	\$4.50	\$450.00	\$4.15	\$415.00	\$5.31	\$531.00					
660	907-636-B047	Electric Cable, Underground in Conduit, THHN, AWG #3, 3 Conductor	LF	80	\$	42.00	\$3,360.00	\$12.75	\$1,020.00	\$11.67	\$933.60	\$14.94	\$1,195.20					
670	907-636-B065	Electric Cable, Underground in Conduit, THHN, AWG #8, 2 Conductor	LF	80	\$	32.00	\$2,560.00	\$4.25	\$340.00	\$3.91	\$312.80	\$5.00	\$400.00					
680	907-637-A002	Pullbox Enclosure, Type 2	EA	1	\$	1,600.00	\$1,600.00	\$3,500.00	\$3,500.00	\$3,223.20	\$3,223.20	\$4,124.56	\$4,124.56					
690	907-637-A003	Pullbox Enclosure, Type 3	EA	1	\$	3,740.00	\$3,740.00	\$3,264.50	\$3,264.50	\$2,998.05	\$2,998.05	\$3,836.45	\$3,836.45					
700	907-637-C026	Traffic Signal Conduit, Underground, Type 4, 1"	LF	100	\$	25.00	\$2,500.00	\$10.75	\$1,075.00	\$9.89	\$989.00	\$12.66	\$1,266.00					
710	907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	420	\$	26.00	\$10,920.00	\$11.75	\$4,935.00	\$10.78	\$4,527.60	\$13.80	\$5,796.00					
720	907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF	80	\$	32.00	\$2,560.00	\$13.50	\$1,080.00	\$12.50	\$1,000.00	\$16.00	\$1,280.00					
730	907-643-A005	Video Vehicle Detection Sensor, Type 1B	EA	1	\$	21,685.00	\$21,685.00	\$29,955.00	\$29,955.00	\$27,509.78	\$27,509.78	\$35,202.80	\$35,202.80					

SPRING STREET CONNECTOR SOUTH IMPROVEMENTS

#	Spec. #	DESCRIPTION	Engineer's Opinion of Probable Cost			Simmons Erosion Control, Inc.		ECON Construction, Inc.		Burns Dirt Construction, Inc.	
			UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE
740	907-643-B001	Video Vehicle Detection Cable	LF	100	\$ 4.00	\$400.00	\$3.90	\$390.00	\$3.56	\$356.00	\$4.55
750	907-645-B001	Accessible Pedestrian Detection Assembly	EA	2	\$ 2,400.00	\$4,800.00	\$1,600.00	\$3,200.00	\$1,469.40	\$2,938.80	\$1,880.32
760	647-A001	Removal of Existing Traffic Signal Equipment	LS	1	\$ 12,000.00	\$12,000.00	\$19,420.00	\$19,420.00	\$17,834.25	\$17,834.25	\$22,821.55
770	682-A034	Underground Branch Circuit, AWG 6, 3 Conductor	LF	1920	\$ 33.00	\$63,360.00	\$18.75	\$36,000.00	\$17.24	\$33,100.80	\$22.06
780	907-682-A1009	Branch Circuit Wire, AWG #10, 3 Conductor	LF	255	\$ 7.00	\$1,785.00	\$4.00	\$1,020.00	\$3.73	\$951.15	\$4.78
790	682-B032	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor	LF	60	\$ 40.00	\$2,400.00	\$89.00	\$5,340.00	\$81.77	\$4,906.20	\$104.63
800	907-683-PP001	Lighting Assembly, Per Plans	EA	17	\$ 3,850.00	\$65,450.00	\$6,290.25	\$106,934.25	\$5,776.88	\$98,206.96	\$7,392.36
810	907-684-PP002	Pole Foundation	EA	17	\$ 2,000.00	\$34,000.00	\$2,193.50	\$37,289.50	\$2,014.50	\$34,246.50	\$2,577.85
820	699-A001	Roadway Construction Stakes	LS	1	\$ 25,000.00	\$25,000.00	\$11,045.00	\$11,045.00	\$20,287.20	\$20,287.20	\$39,046.80
830	100037-907-626-H501	Thermoplastic Legend, Green Bike Lane	SF	835	\$ 25.00	\$20,875.00	\$24.65	\$20,582.75	\$23.70	\$19,789.50	\$30.33
TOTAL BID						\$1,454,000.00		\$1,178,403.35		\$1,275,223.79	\$1,551,977.06



7/14/2025



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT. : Finance
AGENDA DATE 08/05/2025
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2024- 2025 Budget

FISCAL NOTE: Total Claims for the **FY 25** Claims Docket Ending July 30,2025 is \$3,385,869.42
Of which the claims amount for Starkville Utilities is \$534,755.62

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/ CFO or
Cindy Perkins, Deputy Clerk - Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of July 30, 2025 for fiscal years ending 09/30/25 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.



City of Starkville, MS

CLAIMS DOCKET

By Fund

Post Dates 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
KRONOS	110080006503	06/08/2025	PAYROLL	001-000-053-206	424.32
KRONOS	110080006503	06/08/2025	PAYROLL	001-000-054-205	848.63
CANNON FORD LINCOLN	40594	07/01/2025	2024 DODGE INSURANCE CHECK	001-000-354-615	3,095.32
KRONOS	110080011576	07/08/2025	PAYROLL	001-000-053-206	426.56
KRONOS	110080011576	07/08/2025	PAYROLL	001-000-054-205	853.12
WALMART- CAPITAL ONE	925737	07/08/2025	INTERVIEW BOARD SNACKS	001-000-160-698	58.09
CADENCE /ELAN VISA	USI25-03874704	07/19/2025	INDEED	001-000-054-205	66.28
Outstanding Total:					5,772.32
Paid					
ZENA MILLER	1317131	07/24/2025	TICKET RETIRED	001-000-149-691	213.00
PUGH'S BONDING COMPANY	1343403	07/24/2025	REMISSION OF 1343403	001-000-149-691	444.00
ASAP BONDING	1346314-1346315	07/24/2025	REMISSION OF BOND	001-000-149-691	6,000.00
CORY SHIERS	INV0038415	07/24/2025	RESTITUTION	001-000-330-182	200.00
Paid Total:					6,857.00
Department 000 - UNDESIGNATED Total:					12,629.32
Department: 005 - DUE FROM SFM					
Outstanding					
CANON FINANCIAL SVCS, INC	41393242	07/12/2025	CONTRACT/ MAINTENANCE	001-005-054-208	469.09
Outstanding Total:					469.09
Department 005 - DUE FROM SFM Total:					469.09
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-100-604-330	80.02
AMAZON CAPITAL SRVCS, INC.	1KFK-WY4W-GLYD	07/16/2025	(4) THE STANDARD CODE OF PARLIAMENTARY PROCEDURE	001-100-501-200	84.88
CADENCE /ELAN VISA	972330709	07/20/2025	BEAU RIVAGE HENRY VAUGHN	001-100-610-350	668.64
CADENCE /ELAN VISA	972330713	07/22/2025	BEAU RIVAGE KIM MORELAND	001-100-610-350	668.64
CADENCE /ELAN VISA	972330711	07/23/2025	BEAU RIVAGE KYLE SKINNER	001-100-610-350	668.64
SANDRA SISTRUNK	072425	07/24/2025	REIMBURSE TRAVEL & HOTEL	001-100-610-350	601.44
HENRY VAUGHN, Sr.	072425	07/24/2025	REIMBURSE FOR TRAVEL MML SUMMER CONFERENCE	001-100-610-350	369.60
WILLIAM POCHOP	072425	07/24/2025	REIMBURSE FOR TRAVEL MML SUMMER CONFERENCE	001-100-610-350	369.60
SANDRA SISTRUNK	072425	07/24/2025	REIMBURSE TRAVEL & HOTEL	001-100-610-350	364.00
KYLE SKINNER	072425	07/24/2025	REIMBURSE FOR TRAVEL MML SUMMER CONFERENCE	001-100-610-350	369.60
CADENCE /ELAN VISA	972330710	07/24/2025	BEAU RIVAGE MIKE BROOKS	001-100-610-350	668.64
CADENCE /ELAN VISA	972330712	07/24/2025	BEAU RIVAGE W POCHOP	001-100-610-350	668.64
CADENCE /ELAN VISA	CM0000561	07/30/2025	BEAU RIVAGE KYLE SKINNER	001-100-610-350	-217.28
CADENCE /ELAN VISA	CM0000562	07/30/2025	BEAU RIVAGE KIM MORELAND	001-100-610-350	-434.56
Outstanding Total:					4,930.50
Paid					
MMSC	POCHOP	07/17/2025	RUN THE BRIDGE 5K/POCHOP	001-100-610-350	20.00
MMSC	VAUGHN	07/17/2025	RUN THE BRIDGE 5K/VAUGHN	001-100-610-350	20.00
Paid Total:					40.00
Department 100 - BOARD OF ALDERMEN Total:					4,970.50

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-110-604-330	40.01
CANON FINANCIAL SVCS, INC	41393246	07/12/2025	CONTRACT/ MAINTENANCE	001-110-604-330	131.55
CANON FINANCIAL SVCS, INC	41393250	07/12/2025	CONTRACT/ MAINTENANCE	001-110-604-330	117.25
CADENCE /ELAN VISA	457150411536	07/14/2025	SUMMER CONF- M LAIRY	001-110-610-350	313.96
QUADIENT FINANCE USA, INC.	INV0038420	07/18/2025	POSTAGE BREAKDOWN PER DEPARTMENT	001-110-604-330	612.84
MS MUNICIPAL COURT CLERKS ASN.	2026	07/28/2025	2026 ANNUAL DUES	001-110-690-553	200.00
AMAZON CAPITAL SRVCS, INC.	1HP6-CYLQ-GHNF	07/30/2025	POST IT FLAGS, POST IT NOTES,BATTERIES. ENVELOPES	001-110-501-200	229.40
SULLIVAN'S, INC.	96515	07/30/2025	1 BOX OF BANKER BOXES	001-110-501-200	64.85
Outstanding Total:					1,709.86
Paid					
MONICA LAIRY	INV0038414	07/24/2025	REIMBURSE FOR TRAVEL MS MUN COURT CLERK CONFERENCE	001-110-610-350	110.88
Paid Total:					110.88
Department 110 - MUNICIPAL COURT Total:					1,820.74
Department: 120 - MAYORS OFFICE					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	3032072025	04/17/2025	UPDATE VOTER SOFTWARE	001-120-600-300	2,548.00
CANON FINANCIAL SVCS, INC	41393249	07/12/2025	CONTRACT/ MAINTENANCE	001-120-604-330	90.97
QUADIENT FINANCE USA, INC.	INV0038420	07/18/2025	POSTAGE BREAKDOWN PER DEPARTMENT	001-120-604-330	20.43
CADENCE /ELAN VISA	INV0038426	07/20/2025	BEAU RIVAGE ROOM MAYOR	001-120-610-350	451.36
LYNN SPRUILL	072425	07/24/2025	REIMBURSE FOR TRAVEL MML SUMMER CONFERENCE	001-120-610-350	369.60
Outstanding Total:					3,480.36
Department 120 - MAYORS OFFICE Total:					3,480.36
Department: 123 - IT					
Outstanding					
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-123-604-330	560.16
MAXXSOUTH BROADBAND	6681-07102025	07/10/2025	WEATHER CAMERA	001-123-625-380	53.37
CANON FINANCIAL SVCS, INC	41393241	07/12/2025	CONTRACT/ MAINTENANCE	001-123-604-330	111.83
AMAZON CAPITAL SRVCS, INC.	17F9-414X-DVN1	07/15/2025	WIDE MONITOR	001-123-918-805	199.49
AMAZON CAPITAL SRVCS, INC.	1HLG-H4YK-CNND	07/15/2025	PATCH CABLE	001-123-918-805	7.99
REGIONS VISA	T90131986543-071625	07/16/2025	UNLIMITED PLAN (YEARLY) 4 SEATS	001-123-645-420	336.00
SECURITY SOLUTIONS	50512	07/21/2025	REPAIR S MONTGOMERY ST CAM/ REPLACE NETWORK SWITCH	001-123-625-380	400.00
SECURITY SOLUTIONS	50513	07/21/2025	REPAIR MAIN ST & LAFAYETTE ST CAMERA/ REPLACE SWIT	001-123-625-380	400.00
CADENCE /ELAN VISA	INV0038424	07/21/2025	OPEN AI	001-123-600-300	151.12
REGIONS VISA	INV0038429	07/21/2025	HOSTWAY.COM	001-123-600-300	19.95
REGIONS VISA	AB05393802819CUS	07/23/2025	ADOBE	001-123-600-300	624.66
REGIONS VISA	B167592862	07/23/2025	2 COCOM	001-123-645-420	64.20
REGIONS VISA	INV0038431	07/25/2025	ENDEAVO...	001-123-600-300	173.31
DELL FINANCIAL SERVICES	4412794	07/29/2025	LEASE RENTAL	001-123-820-872	497.85
Outstanding Total:					3,599.93
Department 123 - IT Total:					3,599.93
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-142-604-330	40.01
SUNSTAR INSURANCE AGENCY	1448398	07/09/2025	RENEW BOND T DAVIS-PD	001-142-620-371	175.00
SUNSTAR INSURANCE AGENCY	1448404	07/09/2025	RENEW BOND V HOLMES	001-142-620-371	175.00

CLAIMS DOCKET
Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SUNSTAR INSURANCE AGENCY	1448406	07/09/2025	RENEW BOND J MECASKEY	001-142-620-371	175.00
SUNSTAR INSURANCE AGENCY	1448407	07/09/2025	RENEW BOND M LAIRY	001-142-620-371	175.00
AMAZON CAPITAL SRVCS, INC.	17PC-F16G-MC4D	07/11/2025	IPAD KEYBOARD, ENVELOPES, SHIPPING	001-142-501-200	176.24
CANON FINANCIAL SVCS, INC	41393240	07/12/2025	CONTRACT/ MAINTENANCE	001-142-604-330	485.17
CANON FINANCIAL SVCS, INC	41393246	07/12/2025	CONTRACT/ MAINTENANCE	001-142-604-330	131.54
QUADIENT FINANCE USA, INC.	INV0038420	07/18/2025	POSTAGE BREAKDOWN PER DEPARTMENT	001-142-604-330	163.42
CADENCE /ELAN VISA	USI25-03874704	07/19/2025	INDEED	001-142-691-550	87.33
AMAZON CAPITAL SRVCS, INC.	1W6J-7LGC-1HMX	07/23/2025	OFFICE CHAIR, LABELS, SHIPPING	001-142-501-200	16.98
AMAZON CAPITAL SRVCS, INC.	1W6J-7LGC-1HMX	07/23/2025	OFFICE CHAIR, LABELS, SHIPPING	001-142-501-200	12.98
AMAZON CAPITAL SRVCS, INC.	1W6J-7LGC-1HMX	07/23/2025	OFFICE CHAIR, LABELS, SHIPPING	001-142-918-805	113.98
SAFEGUARD BUSINESS SYSTEMS	9008381698	07/23/2025	REPLACE BOOK 41	001-142-501-200	277.54
STEGALL NOTARY SERVICE	INV0038421	07/29/2025	RENEW NOTARY L HARDIN	001-142-690-555	127.00
Outstanding Total:					2,332.19
Department 142 - CITY CLERKS OFFICE Total:					2,332.19

Department: 169 - LEGAL
Outstanding

STARKVILLE DAILY NEWS	00107200	07/22/2025	P & Z COMMITTEE	001-169-615-342	47.08
STARKVILLE DAILY NEWS	00107247	07/22/2025	SE 25-04 SOLO RESCHEDULE	001-169-615-342	55.20
PETTY CASH VOUCHERS	INV0038419	07/28/2025	FILING LIEN	001-169-615-342	26.00
Outstanding Total:					128.28
Department 169 - LEGAL Total:					128.28

Department: 180 - HUMAN RESOURCES
Outstanding

KRONOS	110080006503	06/08/2025	PAYROLL	001-180-691-505	2,970.22
CLINIC AT ELM LAKE, THE	43907	06/25/2025	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	43923	06/26/2025	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	43924	06/26/2025	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	43925	06/26/2025	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	43926	06/26/2025	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	43941	06/30/2025	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	43942	06/30/2025	DRUG SCREEN	001-180-600-320	35.00
SULLIVAN'S, INC.	96081	06/30/2025	#275 KEY	001-180-501-200	12.50
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-180-604-330	41.44
KRONOS	110080011576	07/08/2025	PAYROLL	001-180-691-505	2,985.90
KRONOS	110080012810	07/08/2025	ACH RETURN	001-180-691-505	55.00
CANON FINANCIAL SVCS, INC	41393241	07/12/2025	CONTRACT/ MAINTENANCE	001-180-604-330	111.82
QUADIENT FINANCE USA, INC.	INV0038420	07/18/2025	POSTAGE BREAKDOWN PER DEPARTMENT	001-180-604-330	20.43
CADENCE /ELAN VISA	USI25-03874704	07/19/2025	INDEED	001-180-610-340	93.92
CADENCE /ELAN VISA	USI25-03874704	07/19/2025	INDEED	001-180-610-340	68.08
Outstanding Total:					6,604.31
Department 180 - HUMAN RESOURCES Total:					6,604.31

Department: 190 - CITY PLANNER
Outstanding

VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-190-604-330	180.16
CANON FINANCIAL SVCS, INC	41393249	07/12/2025	CONTRACT/ MAINTENANCE	001-190-604-330	90.98
CADENCE /ELAN VISA	INV0038425	07/14/2025	PLANETIZEN	001-190-501-200	37.49
QUADIENT FINANCE USA, INC.	INV0038420	07/18/2025	POSTAGE BREAKDOWN PER DEPARTMENT	001-190-604-330	81.72
Outstanding Total:					390.35
Department 190 - CITY PLANNER Total:					390.35

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
QUILL CORPORATION	44805282	07/08/2025	TRASH BAGS	001-192-510-220	85.17
CINTAS	4236450385	07/10/2025	SUPPLIES	001-192-510-220	53.39
BRISLIN, INC	251116	07/16/2025	SERVICE CITY HALL	001-192-600-338	1,275.00
CINTAS	4237165276	07/17/2025	SUPPLIES	001-192-510-220	95.79
CINTAS	4237869632	07/24/2025	SUPPLIES	001-192-510-220	95.79
JAN-PRO OF MS	885587	07/24/2025	FEE FOR JANITORIAL SERVICE AUGUST 2025	001-192-600-338	1,734.00
LIGHTS & BALLASTS, LLC	058589	07/29/2025	2ND FLOOR LIGHT REPAIRS	001-192-630-403	368.50
Outstanding Total:					3,707.64
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					3,707.64
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Paid					
MS STATE UNIVERSITY AGRICENTER	FY25	07/17/2025	QUARTERLY CONTRIBUTION	001-195-625-380	10,000.00
STARKVILLE AREA ARTS COUNCIL	FY25	07/17/2025	QUARTERLY CONTRIBUTION	001-195-702-506	2,625.00
STARKVILLE/OKTIBBEHA LIBRARY	FY25	07/17/2025	QUARTERLY CONTRIBUTION	001-195-900-802	76,250.00
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	FY25	07/17/2025	QUARTERLY CONTRIBUTION	001-195-951-955	48,750.00
HERITAGE MUSEUM	FY25	07/17/2025	ANNUAL CONTRIBUTION	001-195-951-969	3,125.00
Paid Total:					140,750.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					140,750.00
Department: 197 - ENGINEERING					
Outstanding					
SULLIVAN'S, INC.	96227	07/10/2025	5 REAMS 11X17 PAPER	001-197-501-200	79.85
NEXTSTEP INNOVATION	NSI28477	07/10/2025	DESKTOP- ENGINEERING	001-197-918-806	2,898.00
POLLAN & ASSOC. PA	25258	07/11/2025	(50) 24x18 COROPLAST SIGNS & STAKES	001-197-501-200	365.00
CANON FINANCIAL SVCS, INC	41393249	07/12/2025	CONTRACT/ MAINTENANCE	001-197-604-330	90.98
SULLIVAN'S, INC.	96258	07/14/2025	2 ONE SUBJ NOTEBOOK, 4 G2 PEN	001-197-501-200	25.02
FUELMAN / FLEETCOR	NP68791503	07/14/2025	FUEL CHARGES 7/7/25-7/13/25	001-197-525-231	33.49
QUADIENT FINANCE USA, INC.	INV0038420	07/18/2025	POSTAGE BREAKDOWN PER DEPARTMENT	001-197-604-330	20.43
CADENCE /ELAN VISA	503055223	07/30/2025	SOIL TESTING	001-197-600-308	40.00
Outstanding Total:					3,552.77
Department 197 - ENGINEERING Total:					3,552.77
Department: 201 - POLICE DEPARTMENT					
Outstanding					
ELSOHLY LABORATORIES INC	50830	03/05/2025	7 ANALYSIS OF SAMPLES	001-201-600-300	1,050.00
ELSOHLY LABORATORIES INC	50836	03/05/2025	1 ANALYSIS OF SAMPLES	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	50839	03/05/2025	2 ANALYSIS OF SAMPLES	001-201-600-300	300.00
ELSOHLY LABORATORIES INC	50852	03/10/2025	1 ANALYSIS OF SAMPLES	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	50965	03/27/2025	1 ANALYSIS OF SAMPLES	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	51043	04/10/2025	1 ANALYSIS OF SAMPLES	001-201-600-300	150.00
COMMUNITY COUNSELING SERVICE	65292	05/05/2025	INDIVIDUAL THERAPY VISIT	001-201-541-240	75.00
MID-SOUTH UNIFORM & SUPPLY, INC	658702	05/08/2025	6 TIE CLIPS	001-201-535-233	43.08
ELSOHLY LABORATORIES INC	51271B	05/30/2025	1 ANALYSIS OF SAMPLES	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	51273	05/30/2025	2 ANALYSIS OF SAMPLES	001-201-600-300	300.00
DOGTEAM PRO	1300	06/18/2025	ANNUAL SUBSCRIPTION FOR K9'S TO TRACK	001-201-556-252	499.00
LAIRD CLINIC	591021	06/23/2025	DOCUMENTATION	001-201-600-319	47.00
LAIRD CLINIC	787	06/26/2025	DOCUMENTATION	001-201-600-319	47.00
STARKVILLE FAMILY PRACTICE	STA19356A2	06/26/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	144.80
STARKVILLE FAMILY PRACTICE	STA22708A1	06/26/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	358.00

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE FAMILY PRACTICE	STA22714A1	06/26/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	125.00
UTILITY ASSOCIATES, INC.	UAS-47221	06/26/2025	EOS INTELLIGENT BODY CAM	001-201-918-801	2,265.75
			SAAS & HAAS		
REGIONS VISA	1087562A	06/27/2025	INSTANT CARD ID CARD	001-201-615-343	250.00
			SERVICE		
AT&T MOBILITY	287343698641X07052025	06/27/2025	HOTSPOT JUNE 2025	001-201-604-330	40.23
COMMUNITY COUNSELING	68571	06/27/2025	3 INDIVIDUAL THERAPY VISITS	001-201-541-240	205.00
SERVICE					
POLLAN & ASSOC. PA	25241	06/30/2025	10 CUSTOM T-SHIRTS	001-201-535-233	179.99
MAIN STREET FABRICS	728567	06/30/2025	ALTERATIONS	001-201-535-233	15.00
GTPDD PHARMACY	49383	07/01/2025	PRISONER MEDICINE	001-201-541-240	25.00
MAGNOLIA BOTTLED WATER	87265	07/01/2025	4- 5 GAL WATER COOLER	001-201-501-200	40.00
CITY OF COLUMBUS	SPD-0725-1531	07/01/2025	2 CONTROLLED SUBSTANCE	001-201-600-300	120.00
			ANALYSIS		
OKTIBBEHA COUNTY SHERIFF'S	072025	07/02/2025	CONTRACT 12 BEDS/ EXTRA 98	001-201-541-237	13,890.00
OFFICE					
AMAZON CAPITAL SRVCS, INC.	17RW-CK6F-716C	07/02/2025	6 WIRELESS PRESENTER	001-201-501-200	149.94
			CLICKER		
ELSOHLY LABORATORIES INC	51411	07/02/2025	1 ANALYSIS OF SAMPLES	001-201-600-300	150.00
ELSOHLY LABORATORIES INC	51412	07/02/2025	1 ANALYSIS OF SAMPLES	001-201-600-300	150.00
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-201-604-330	1,707.17
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-201-690-450	520.13
WALMART- CAPITAL ONE	641285	07/02/2025	SUN SCREEN, GAS SPOUT, RID-	001-201-545-238	45.68
			X		
ROWAN RIVERS JANITORIAL	1600	07/03/2025	PAPER TOWEL, MULTIFOLD	001-201-555-208	194.26
SERVICE			TOWELS, COPY PAPER		
GTPDD PHARMACY	49445	07/03/2025	PRISONER MEDICINE	001-201-541-240	11.00
DANNY MCCLUSKEY TOWING	6658	07/04/2025	TOW VIN # 9663 1-82 TO TRI-	001-201-600-300	100.00
COMPANY, LLC			STARR		
LOWE'S	95227	07/04/2025	4 GE 400 WATT MOG	001-201-556-251	64.56
SKD TACTIAL LLC	224396	07/07/2025	GLOVES	001-201-556-251	452.00
GTPDD PHARMACY	49469	07/07/2025	PRISONER MEDICINE	001-201-541-240	19.00
GTPDD PHARMACY	49471	07/07/2025	PRISONER MEDICINE	001-201-541-240	17.00
MS POLICE SUPPLY, INC.	7283	07/07/2025	6 BADGES, 3 MAGAXINE CASES,	001-201-535-233	996.70
			3 HANCUFF CASE		
WALMART- CAPITAL ONE	301734	07/08/2025	BATTERIES	001-201-556-251	36.33
DANNY MCCLUSKEY TOWING	6662	07/08/2025	TOW VIN # 5180 WILLIAM	001-201-600-300	65.00
COMPANY, LLC			WELLS TO TRI-STARR		
MAIN STREET FABRICS	728568	07/08/2025	14 PATCHES ADD VELCRO & 3	001-201-535-233	100.00
			SHIRTS ADD PATCH		
ARMY NAVY PAWN SHOP	071025A	07/10/2025	MENS REVTAC PANTS	001-201-535-233	40.00
WILLIAM WELLS TIRES & AUTO	83604	07/10/2025	VIN#5180 TOW & REPAIR	001-201-630-360	339.66
SERVICE					
R&M TIRES	1161667	07/11/2025	VIN#3619 2 TIRES, VALVE	001-201-630-360	348.74
			STEM, WHEEL WEIGHTS, E TC		
MAIN STREET FABRICS	728569	07/11/2025	HEM PATCHES & SEW 4	001-201-535-233	32.00
			PATCHES		
CANON FINANCIAL SVCS, INC	41393244	07/12/2025	CONTRACT/ MAINTENANCE	001-201-635-369	604.26
CANON FINANCIAL SVCS, INC	41393245	07/12/2025	CONTRACT/ MAINTENANCE	001-201-635-369	55.90
CANON FINANCIAL SVCS, INC	41393247	07/12/2025	CONTRACT/ MAINTENANCE	001-201-635-369	277.04
CANON FINANCIAL SVCS, INC	41393248	07/12/2025	MAINTENANCE/CONTRACT	001-201-635-369	123.78
JOSHUA STOCKTON	INV0038418	07/12/2025	REIMBURSE MEALS FOR	001-201-690-552	69.70
			LAWFIT		
AMAZON CAPITAL SRVCS, INC.	13MP-1T7H-XNQM	07/14/2025	PERMANENT MARKERS &	001-201-501-200	20.46
			THANK YOU CARDS		
FUELMAN / FLEETCOR	NP68791503	07/14/2025	FUEL CHARGES 7/7/25-7/13/25	001-201-525-231	3,407.87
FUELMAN / FLEETCOR	NP68816672	07/14/2025	FUEL CHARGES 7/14/25-	001-201-525-231	4,231.23
			7/20/25		
AMAZON CAPITAL SRVCS, INC.	1QM4-3473-HG61	07/15/2025	4 LOCKING SYSTEM KIT, 4	001-201-556-251	307.76
			ADAPTER W/ LEG SHROUD		
GTPDD PHARMACY	49653	07/16/2025	MEDICINE FOR PRISONER	001-201-541-240	42.00
OKTIBBEHA COUNTY CO-OP	1133137	07/17/2025	12 STIHL HP OIL	001-201-545-238	26.28
COMSOUTH	207343	07/17/2025	REPLACE 6 P7 100 BATTERIES	001-201-630-400	470.16

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SRVCS, INC.	1RPP-FTQF-QQMM	07/18/2025	CARRYING CASE, DIGITAL WIRELESS MIC, CONVERTER	001-201-501-200	84.67
GTPDD PHARMACY	49700	07/18/2025	MEDICINE FOR PRISONER	001-201-541-240	294.05
QUADIENT FINANCE USA, INC.	INV0038420	07/18/2025	POSTAGE BREAKDOWN PER DEPARTMENT	001-201-604-330	20.43
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	35508	07/21/2025	6 POLOS & 10 CAPS	001-201-535-233	611.84
REGIONS VISA	6445973	07/22/2025	OFFICER CPR, AED, 1ST AID CERTIFICATE	001-201-690-552	14.95
WATERMARK PRINTERS LLC	17516	07/23/2025	BUSINESS CARDS J BAKER & R JONES	001-201-501-200	80.00
AMAZON CAPITAL SRVCS, INC.	1GTQ-1V37-49DC	07/23/2025	FILE FOLDERS, 100FT ROLL BLACK PAPER	001-201-501-200	120.39
SECURITY SOLUTIONS	50592	07/23/2025	24 HR COMM FIRE NETWORK PROTOCOL MONITORING	001-201-630-426	540.00
MS FBINAA	INV0038428	07/23/2025	MS CHAPTER FBI SUMMER CONF REEGISTRATION H STEWART	001-201-690-552	450.00
STARKVILLE NARCOTICS	INV0038422	07/28/2025	VARIOUS INFORMANT FEES	001-201-600-304	2,360.00
FUELMAN / FLEETCOR	NP68845835	07/28/2025	FUEL CHARGES 7/21/25-7/27/25	001-201-525-231	4,188.16
Outstanding Total:					44,709.95
Paid					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038405	07/17/2025	MONTHLY UTILITIES	001-201-625-380	321.14
STARKVILLE UTILITIES	INV0038416	07/24/2025	MONTHLY UTILITIES	001-201-625-380	9.00
ATMOS ENERGY	INV0038417	07/24/2025	MONTHLY UTILITIES	001-201-625-380	491.96
Paid Total:					822.10
Department 201 - POLICE DEPARTMENT Total:					45,532.05
Department: 245 - DISPATCHERS					
Outstanding					
SULLIVAN'S, INC.	96354	07/21/2025	FILE FOLDERS, CORRECTION TAPE, STICKY NOTES, ETC	001-245-501-200	68.68
Outstanding Total:					68.68
Department 245 - DISPATCHERS Total:					68.68
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	NP68791503	07/14/2025	FUEL CHARGES 7/7/25-7/13/25	001-246-525-231	80.08
FUELMAN / FLEETCOR	NP68816672	07/14/2025	FUEL CHARGES 7/14/25-7/20/25	001-246-525-231	40.17
FUELMAN / FLEETCOR	NP68845835	07/28/2025	FUEL CHARGES 7/21/25-7/27/25	001-246-525-231	45.14
Outstanding Total:					165.39
Department 246 - CODE ENFORCEMENT Total:					165.39
Department: 261 - FIRE DEPARTMENT					
Outstanding					
SHEPS CLEANERS- FIRE	41271	06/04/2025	DRY CLEAN COMFORTER (BURN SHELTER)	001-261-691-550	26.00
QUILL CORPORATION	44615499	06/20/2025	PRINTER INK ETC	001-261-501-200	244.97
QUILL CORPORATION	44653952	06/25/2025	BUS CARD CASE	001-261-501-200	9.59
QUILL CORPORATION	44717313	06/30/2025	LYSOL SPRAY 12CT	001-261-555-208	79.99
NORTHEAST EXTERMINATING, LLC	126361	07/01/2025	MONTHLY EXTERMINATING ST 3	001-261-558-269	22.00
NORTHEAST EXTERMINATING, LLC	126364	07/01/2025	MONTHLY EXTERMINATING ST 1	001-261-558-269	22.00
NORTHEAST EXTERMINATING, LLC	126365	07/01/2025	MONTHLY EXTERMINATING ST 5	001-261-558-269	22.00
NORTHEAST EXTERMINATING, LLC	126367	07/01/2025	MONTHLY EXTERMINATING ST 2	001-261-558-269	22.00
NORTHEAST EXTERMINATING, LLC	126368	07/01/2025	MONTHLY EXTERMINATING ST 4	001-261-558-269	22.00

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-261-604-330	440.11
QUILL CORPORATION	44767872	07/03/2025	DUST MOP FRAMES 36 IN 5CT	001-261-555-208	56.99
UNIVERSITY SCREENPRINT	9908	07/03/2025	59 T-SHIRTS	001-261-535-233	725.41
COLEMAN NORMAN	273834	07/08/2025	REIMBURSE FOR TEST FEE	001-261-600-390	50.00
			HAZARDOUS MATERIALS TECH		
SHEPS CLEANERS- FIRE	18584	07/09/2025	CLEANING	001-261-691-550	61.50
			SHEETS/COMFORTER FOR		
			BURN SHELTER		
O'REILLY AUTO PARTS	0997-431150	07/10/2025	OIL FILTER FD5 TRUCK	001-261-630-360	17.99
OKTIBBEHA COUNTY CO-OP	1131351	07/10/2025	SCAG DECK DRIVE BELT &	001-261-630-360	84.90
			WOOD GLUE		
OKTIBBEHA COUNTY CO-OP	1131362	07/10/2025	ANT & ROACH KILLER	001-261-558-269	25.94
EAST MISSISSIPPI LUMBER CO.	35560	07/10/2025	INSECT REPEL	001-261-691-550	20.37
EAST MISSISSIPPI LUMBER CO.	35656	07/11/2025	BALL MT ADAPTER & RECEIVER	001-261-555-250	45.98
			LOCK		
IMPERIAL BAG & PAPER CO., LLC	5309157	07/11/2025	FOAMING GLASS & MIRROR	001-261-555-208	55.65
			CLEANER		
CANON FINANCIAL SVCS, INC	41393243	07/12/2025	CONTRACT/MAINTENACE	001-261-604-330	270.76
UPS	54E5Y285	07/12/2025	SHIP PACKAGE	001-261-604-330	93.51
OKTIBBEHA COUNTY CO-OP	1132493	07/14/2025	BUSHING, BELT, FILTERS	001-261-630-360	90.96
AMAZON CAPITAL SRVCS, INC.	13TG-VPNN-YTTY	07/14/2025	POWER ADAPTER & SHIPPING	001-261-555-250	41.18
STARKVILLE AUTO PARTS	171352	07/14/2025	HIGH BEAM HEADLIGHTS FOR	001-261-630-360	14.99
			L2		
FUELMAN / FLEETCOR	NP68791503	07/14/2025	FUEL CHARGES 7/7/25-7/13/25	001-261-525-231	674.22
FUELMAN / FLEETCOR	NP68816672	07/14/2025	FUEL CHARGES 7/14/25-	001-261-525-231	1,081.32
			7/20/25		
GATEWAY TIRE & SRV CTR	1018-218617	07/15/2025	TIRE FOR E4	001-261-630-360	384.99
RACKLEY OIL INC.	648851	07/15/2025	SUPER S DEXCOOL EXT LIFE 4/1	001-261-525-231	37.56
EMPIRE TRUCK SALES, LLC	CE005117549.01	07/15/2025	SPRE PRG KIT 12V *D FOR E5	001-261-630-360	268.92
STRUCTURA...	14859	07/16/2025	LADDER TESTING	001-261-630-360	2,794.80
PERFORMANCE AUTOMOTIVE	15057	07/16/2025	A/C BLOWER, FRONT DISC	001-261-630-360	2,404.13
& TOWING, INC			PADS, REPLACE ROTORS, ETC		
INTERSTATE BATTERY OF	24901688	07/16/2025	BATTERY FOR FD5 TRUCK	001-261-630-360	157.95
CNTRL MS					
GATEWAY TIRE & SRV CTR	1018-218723	07/17/2025	2 TIRES FOR L1	001-261-630-360	769.98
DAVIS PAPER & CHEMICAL	104549	07/17/2025	BLEACH & PIN SOL	001-261-555-208	163.80
SCOTT PETROLEUM	1478040	07/17/2025	ACCT 633835 2/5GAL LP GAS	001-261-525-231	40.00
CORPORATION			FOR STATION GRILLS		
EAST MISSISSIPPI LUMBER CO.	36169	07/17/2025	LOOSE NUTS, BOLTS, SCREWS	001-261-555-250	18.48
E Z AUTO SALES	13695	07/18/2025	4 TIRES & LABOR FOR FD5	001-261-630-360	940.00
JONATHAN WADE	244	07/18/2025	RECERTIFICATION ASBETOS	001-261-600-390	200.00
			REIMBURSEMENT		
PAR TRAINING AND PROPS	1712	07/21/2025	DOOR KIT, BASEBALL SWING	001-261-600-390	4,850.00
			SLEEVE, FREIGHT		
MAXXSOUTH BROADBAND	5024-07212025	07/21/2025	INTERNET ST 4	001-261-604-330	54.00
MAXXSOUTH BROADBAND	5230-07212025	07/21/2025	INTERNET ST 1	001-261-604-330	150.00
MAXXSOUTH BROADBAND	5495-07212025	07/21/2025	INTERNET ST 2	001-261-604-330	70.06
MAXXSOUTH BROADBAND	5891-07212025	07/21/2025	INTERNET ST 3	001-261-604-330	110.82
LOWE'S	84357	07/21/2025	AIR FILTER	001-261-555-250	13.27
REGIONS VISA	INV0038430	07/21/2025	COUNTRY FIRE TACTICS	001-261-600-390	300.00
RICE EQUIPMENT COMPANY	11970	07/22/2025	SERVICE CALL TO REPLACE PIPE	001-261-630-360	995.42
			ON L2, 1 1/2 IN PIPE		
NAFECO	1361023	07/23/2025	INTAKE VALVE LEFT- E1	001-261-630-360	2,736.17
EAST MISSISSIPPI LUMBER CO.	36758	07/23/2025	PLUG & PRESSURE GAUGE/	001-261-555-250	18.98
			HYDRANT TESTING		
EAST MISSISSIPPI LUMBER CO.	36762	07/23/2025	CARB & CHOCKE CLEANER	001-261-630-360	6.49
EMERGENCY EQUIPMENT	518055	07/23/2025	HANDLE, PADDLE, NON LOCK	001-261-630-360	191.34
PROFESSIONALS			L2		
OKTIBBEHA COUNTY CO-OP	1135250	07/26/2025	BLADES FOR PUSH MOWER	001-261-630-360	17.99
FUELMAN / FLEETCOR	NP68845835	07/28/2025	FUEL CHARGES 7/21/25-	001-261-525-231	930.31
			7/27/25		
IVY AUTO PARTS, LLC.	760941	07/29/2025	CONNECTOR, FUSE, FUSE	001-261-630-360	31.50
			HOLDER		

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SECURITY SOLUTIONS	50841	07/30/2025	FIRE MONITORING FOR ST 5	001-261-604-330	540.00
Outstanding Total:					23,519.29
Paid					
ATMOS ENERGY	INV0038404	07/17/2025	MONTHLY UTILITIES	001-261-625-380	112.80
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038405	07/17/2025	MONTHLY UTILITIES	001-261-625-380	319.83
STARKVILLE UTILITIES	INV0038416	07/24/2025	MONTHLY UTILITIES	001-261-625-380	750.65
ATMOS ENERGY	INV0038417	07/24/2025	MONTHLY UTILITIES	001-261-625-380	86.75
Paid Total:					1,270.03
Department 261 - FIRE DEPARTMENT Total:					24,789.32
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT					
Outstanding					
CANON FINANCIAL SVCS, INC	41393249	07/12/2025	CONTRACT/ MAINTENANCE	001-281-604-330	90.98
FUELMAN / FLEETCOR	NP68816672	07/14/2025	FUEL CHARGES 7/14/25-7/20/25	001-281-525-231	37.20
QUADIENT FINANCE USA, INC.	INV0038420	07/18/2025	POSTAGE BREAKDOWN PER DEPARTMENT	001-281-604-330	81.72
CADENCE /ELAN VISA	102049212	07/29/2025	ANNUAL AUTO RENEW ICC DIGITAL CODES PREMIUM	001-281-502-201	794.00
CADENCE /ELAN VISA	INV0038427	07/29/2025	INT'L CODE COUNCIL INC	001-281-502-201	0.01
Outstanding Total:					1,003.91
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					1,003.91
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
PRECISION COMMUNICATIONS 21392		07/15/2025	CIVIL DEF. SIREN ANNUAL MAINT, GREATA LN ANTENNA	001-290-918-805	9,950.00
PRECISION COMMUNICATIONS 21392		07/15/2025	CIVIL DEF. SIREN ANNUAL MAINT, GREATA LN ANTENNA	001-290-918-805	173.99
Outstanding Total:					10,123.99
Paid					
STARKVILLE UTILITIES	INV0038403	07/17/2025	MONTHLY UTILITIES	001-290-625-380	29.24
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038405	07/17/2025	MONTHLY UTILITIES	001-290-625-380	77.33
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038405	07/17/2025	MONTHLY UTILITIES	001-290-625-380	61.83
STARKVILLE UTILITIES	INV0038407	07/17/2025	MONTHLY UTILITIES	001-290-625-380	84.42
STARKVILLE UTILITIES	INV0038416	07/24/2025	MONTHLY UTILITIES	001-290-625-380	56.80
Paid Total:					309.62
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					10,433.61
Department: 301 - STREET DEPARTMENT					
Outstanding					
MMC MATERIALS, INC.	958009	06/24/2025	CONCRETE W/FIBER	001-301-560-270	407.25
APAC-MISSISSIPPI, INC	4000211551	06/25/2025	ASPHALT	001-301-560-270	634.94
FASTENAL COMPANY	MSSTA110814	06/26/2025	ASPHALT CUTTING BLADES	001-301-560-270	692.70
CANNON FORD LINCOLN	40594	07/01/2025	20	001-301-630-360	1,000.00
VERIZON WIRELESS	6117535335	07/02/2025	MONTHLY USAGE	001-301-604-330	140.04
NORTHEAST EXTERMINATING, LLC	126618	07/08/2025	MONTHLY EXTERMINATING	001-301-691-550	30.00
THOMPSON MACHINERY*	PC110356869	07/08/2025	BATTERY	001-301-630-400	189.80
THOMPSON MACHINERY*	PC110356870	07/08/2025	SEALS	001-301-630-400	175.38
THOMPSON MACHINERY*	PC110356871	07/08/2025	FILM	001-301-630-400	12.35
UNIFIRST CORPORATION	1830158898	07/10/2025	UNIFORMS	001-301-535-233	152.29
CINTAS	4236450389	07/10/2025	SUPPLIES	001-301-555-250	57.38
BELL BUILDING SUPPLY, INC.	433470	07/10/2025	CONCRETE MIX	001-301-560-270	73.99
MSU FACILITIES MANAGEMENT- TRAFFI...	INV0038412	07/10/2025	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	17.86
NEXTSTEP INNOVATION	NSI28476	07/10/2025	DESKSTOP- STREET DEPARTMENT	001-301-555-250	1,449.00
THOMPSON MACHINERY*	PC110356957	07/10/2025	TANK	001-301-630-400	44.30

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
APAC-MISSISSIPPI, INC	4000213361	07/11/2025	ASPHALT	001-301-560-270	631.76
IMPERIAL BAG & PAPER CO., LLC	5309177	07/11/2025	SIGN CLEANER	001-301-565-272	203.36
G&C SUPPLY CO., INC	6994042	07/11/2025	WHITE SHEETING	001-301-560-270	406.48
FASTENAL COMPANY	MSSTA110942	07/11/2025	ASPHALT CUTTING BLADES	001-301-560-270	802.14
CROSSWAY TRUCKING LLC	071425B	07/14/2025	RIP RAP	001-301-560-270	3,626.52
CROSSWAY TRUCKING LLC	071425C	07/14/2025	610 ROCK	001-301-560-270	985.20
O'REILLY AUTO PARTS	0997-431798	07/14/2025	POWER STEERING PUMP	001-301-630-360	195.14
CINTAS FIRST AID & SAFETY	5280560805	07/14/2025	1ST AID SVC CHG & SUPPLIES	001-301-555-250	51.74
LOWE'S	93296	07/14/2025	STAKES	001-301-560-270	201.50
FUELMAN / FLEETCOR	NP68791503	07/14/2025	FUEL CHARGES 7/7/25-7/13/25	001-301-525-231	1,267.24
FUELMAN / FLEETCOR	NP68816672	07/14/2025	FUEL CHARGES 7/14/25-7/20/25	001-301-525-231	871.83
O'REILLY AUTO PARTS	0997-431886	07/15/2025	HOSE	001-301-630-360	13.99
CANNON FORD LINCOLN	213839	07/15/2025	COIL ASSEMBLY	001-301-630-360	143.27
APAC-MISSISSIPPI, INC	4000213919	07/16/2025	ASPHALT	001-301-560-270	627.52
IMPERIAL BAG & PAPER CO., LLC	5312420	07/16/2025	HAND SOAP	001-301-555-250	82.63
MMC MATERIALS, INC.	962361	07/16/2025	CONCRETE MIX W/FIBER	001-301-560-270	595.25
OKTIBBEHA COUNTY CO-OP	1133114	07/17/2025	SEED & COOLER	001-301-560-270	173.49
UNIFIRST CORPORATION	1830159894	07/17/2025	UNIFORMS	001-301-535-233	155.65
CINTAS	4237165209	07/17/2025	SUPPLIES	001-301-555-250	57.38
BELL BUILDING SUPPLY, INC.	434024	07/17/2025	CONCRETE	001-301-560-270	14.80
AUTOZONE	00426361203	07/18/2025	PARTS FOR THE FLEET	001-301-630-360	70.99
WATERS TRUCK & TRACTOR CO. INC.	01P152875	07/21/2025	PARTS TO REPAIR TRUCK 715	001-301-630-360	91.53
CROSSWAY TRUCKING LLC	072125C	07/21/2025	RIP RAP	001-301-560-270	2,219.34
O'REILLY AUTO PARTS	0997-431885	07/21/2025	CORE RETURN	001-301-630-360	-50.00
BELL BUILDING SUPPLY, INC.	434276	07/21/2025	ANCHORS & BITS	001-301-560-270	34.48
STRIBLING EQUIPMENT, INC.	CS005044562.01	07/21/2025	SWITCH	001-301-630-400	88.83
OKTIBBEHA COUNTY CO-OP	1134309	07/22/2025	SEED, FERTILIZER, HAY	001-301-560-270	286.50
AMAZON CAPITAL SRVCS, INC.	1HP6-J79L-NHKD	07/22/2025	GATORADE, GATORADE POPS. SAFETY GOGGLES	001-301-555-250	159.69
AMAZON CAPITAL SRVCS, INC.	1HP6-J79L-NHKD	07/22/2025	GATORADE, GATORADE POPS. SAFETY GOGGLES	001-301-691-550	25.94
AMAZON CAPITAL SRVCS, INC.	19T9-9NPF-4QJH	07/23/2025	GLOVES, MIRROR, SQUINCHER	001-301-555-250	159.41
AMAZON CAPITAL SRVCS, INC.	1J9D-1F49-1QGP	07/23/2025	SHOP TOWELS & WIPES	001-301-555-250	117.75
MMC MATERIALS, INC.	963847	07/23/2025	CONCRETE	001-301-560-270	353.00
UNIFIRST CORPORATION	1830161349	07/24/2025	UNIFORMS	001-301-535-233	163.24
CINTAS	4237869634	07/24/2025	SUPPLIES	001-301-555-250	57.38
MID SOUTH SALES, INC	SP-726278	07/24/2025	5W/20 BULK OIL DRUM	001-301-525-231	870.62
LOWE'S	93755	07/25/2025	FORM MATERIAL FOR MCKEE PARK	001-301-560-270	401.99
EAST MISSISSIPPI LUMBER CO.	37105	07/28/2025	MISC PARTS FOR SIGN REPAIR & MAINTENANCE	001-301-565-272	115.10
MMC MATERIALS, INC.	964936	07/28/2025	CONCRETE	001-301-560-270	595.25
FUELMAN / FLEETCOR	NP68845835	07/28/2025	FUEL CHARGES 7/21/25-7/27/25	001-301-525-231	923.28
EAST MISSISSIPPI LUMBER CO.	37312	07/29/2025	STRAPS, SHACKLE, ROPE RATCHET	001-301-560-270	93.96
OKTIBBEHA COUNTY CO-OP	1089788-A	07/30/2025	SHORTED INVOICE 1089788	001-301-560-270	1.00
Outstanding Total:					22,963.45
Paid					
STARKVILLE UTILITIES	INV0038403	07/17/2025	MONTHLY UTILITIES	001-301-625-380	413.27
STARKVILLE UTILITIES	INV0038403	07/17/2025	MONTHLY UTILITIES	001-301-625-380	19.78
ATMOS ENERGY	INV0038404	07/17/2025	MONTHLY UTILITIES	001-301-625-380	46.97
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038405	07/17/2025	MONTHLY UTILITIES	001-301-625-380	7,855.67
STARKVILLE UTILITIES	INV0038406	07/17/2025	MONTHLY UTILITIES	001-301-625-380	20,199.81
STARKVILLE UTILITIES	INV0038407	07/17/2025	MONTHLY UTILITIES	001-301-625-380	19.78
STARKVILLE UTILITIES	INV0038407	07/17/2025	MONTHLY UTILITIES	001-301-625-380	43.41

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0038416	07/24/2025	MONTHLY UTILITIES	001-301-625-380	2.50
Paid Total:					28,601.19
Department 301 - STREET DEPARTMENT Total:					51,564.64
Department: 360 - ANIMAL CONTROL					
Outstanding					
FUELMAN / FLEETCOR	NP68791503	07/14/2025	FUEL CHARGES 7/7/25-7/13/25	001-360-525-231	50.19
FUELMAN / FLEETCOR	NP68816672	07/14/2025	FUEL CHARGES 7/14/25-7/20/25	001-360-525-231	31.73
AMAZON CAPITAL SRVCS, INC.	1H6V-XJYN-R9JX	07/22/2025	PEN HOLDER, FILE ORGANIZER, STAPLER, SCISSORS ETC	001-360-555-250	130.34
FUELMAN / FLEETCOR	NP68845835	07/28/2025	FUEL CHARGES 7/21/25-7/27/25	001-360-525-231	39.94
Outstanding Total:					252.20
Department 360 - ANIMAL CONTROL Total:					252.20
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0038413	07/21/2025	JULY 2025 EXPENSE ADVANCE	001-550-600-297	75,000.00
Outstanding Total:					75,000.00
Department 550 - PARKS AND REC DEPARTMENT Total:					75,000.00
Fund 001 - GENERAL FUND Total:					393,245.28
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
FOREMOST PROMOTIONS	738600	07/10/2025	800 BLACK TROOPER HATS / DARE	002-251-501-200	1,304.26
Outstanding Total:					1,304.26
Department 251 - DRUG EDUCATION FUND Total:					1,304.26
Fund 002 - RESTRICTED POLICE FUND Total:					1,304.26
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
LOWE'S	97691	06/25/2025	AIR FILTERS	015-505-501-198	17.01
TITAN AVIATION FUELS	4464053	07/08/2025	AV GAS FUEL	015-505-525-232	31,680.69
SUNSTAR INSURANCE AGENCY	1448403	07/09/2025	RENEW BOND R LINCOLN	015-505-620-370	175.00
TITAN AVIATION FUELS	P4460098	07/09/2025	FILTERS & GASKETS	015-505-630-400	5,237.57
MAGNOLIA BOTTLED WATER	87305	07/10/2025	(8) 5 GAL WATER BOTTLES/ 2 BOTTLE DEPOSITS	015-505-541-237	94.00
OKTIBBEHA COUNTY CO-OP	1132997	07/16/2025	MOWER BELT	015-505-570-273	136.59
POWERSTROKE EQUIPMENT SALES & SVC	9315	07/16/2025	3LB TRIMMER LINE	015-505-555-250	56.99
R&M TIRES	1161822	07/17/2025	FLAT REPAIR	015-505-570-273	34.99
WALMART- CAPITAL ONE	905720	07/17/2025	CUPS, BATTERIES, COFFEE FILTERS, GLASS CLEANER, ETC	015-505-541-237	34.94
RJ YOUNG	7604155	07/18/2025	CONTRACT/COPIES	015-505-604-330	84.49
TITAN AVIATION FUELS	4490610	07/22/2025	JET A FUEL	015-505-525-233	21,576.70
IMPERIAL BAG & PAPER CO., LLC	5320480	07/25/2025	TOILET PAPER	015-505-541-237	53.44
WALMART- CAPITAL ONE	161408	07/29/2025	WATER, BATTERIES, COFFEE	015-505-541-237	51.92
Outstanding Total:					59,234.33
Paid					
STARKVILLE UTILITIES	INV0038416	07/24/2025	MONTHLY UTILITIES	015-505-625-380	2,220.20
Paid Total:					2,220.20
Department 505 - AIRPORT Total:					61,454.53
Fund 015 - AIRPORT FUND Total:					61,454.53

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0525	06/15/2025	NISC, ACC BUSINESS, POSTAGE	022-322-600-333	7,175.23
TERRY'S GARAGE & REPAIRS, LLC	111014	06/16/2025	QUICK CONNECT, CONNECTOR, HOSE, LABOR, ETC	022-322-630-360	333.34
TERRY'S GARAGE & REPAIRS, LLC	111032	06/19/2025	OIL/FUEL FILTERS, OIL, AIR FILTER, HOSE ETC	022-322-630-252	1,288.77
TERRY'S GARAGE & REPAIRS, LLC	111037	06/20/2025	FUEL/OIL/AIR FILTER, OIL, LABOR, SUPPLIES	022-322-630-255	400.48
PAUL'S WELDING	1636	06/30/2025	TRUCK 39 REPAIR	022-322-630-255	640.00
NORTHEAST EXTERMINATING, LLC	126619	07/08/2025	MONTHLY EXTERMINATING	022-322-600-300	30.00
STARKVILLE AUTO PARTS	171320	07/09/2025	2 HYDRAULIC COUPLINGS	022-322-555-250	53.23
UNIFIRST CORPORATION	1830158895	07/10/2025	UNIFORMS	022-322-535-233	318.75
RJ YOUNG	7592728	07/10/2025	CONTRACT & COPIES	022-322-604-330	103.29
IVY AUTO PARTS, LLC.	759619	07/10/2025	RELAY	022-322-555-250	28.26
O'REILLY AUTO PARTS	0997-431291	07/11/2025	5 GAL TRACTRFL (6)	022-322-525-231	449.94
GATEWAY TIRE & SRV CTR	1018-218146	07/11/2025	TIRES TRUCK 93	022-322-630-252	733.98
GATEWAY TIRE & SRV CTR	1018-218204	07/11/2025	TIRE TRUCK 45	022-322-630-360	414.41
GATEWAY TIRE & SRV CTR	1018-218309	07/11/2025	TIRE TRUCK 44	022-322-630-360	409.41
GATEWAY TIRE & SRV CTR	1018-218376	07/11/2025	TIRES TRUCK 93	022-322-630-252	818.82
GATEWAY TIRE & SRV CTR	1018-218450	07/11/2025	TIRES TRUCK 41	022-322-630-360	818.82
FUELMAN / FLEETCOR	NP68791503	07/14/2025	FUEL CHARGES 7/7/25-7/13/25	022-322-525-231	3,362.65
FUELMAN / FLEETCOR	NP68816672	07/14/2025	FUEL CHARGES 7/14/25-7/20/25	022-322-525-231	3,626.23
MHC KENWORTH-TUPELO	T00575600163935	07/14/2025	SENSOR-TEMP	022-322-555-250	34.59
MHC KENWORTH-TUPELO	T00575600163936	07/14/2025	SENSOR-TEMP	022-322-555-250	34.59
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0625	07/15/2025	NISC BILLING, QUADIENT POSTAGE, PAYROLL	022-322-600-333	6,747.72
COLUMBUS FENCE CO. LLC	30309	07/15/2025	INSTALL SOS SENSOR ON GATE	022-322-501-198	825.00
BANKFIRST FINANCIAL SERVICES	39677MS-108/5	07/15/2025	2021 REAR LOADER REMAINING INTEREST	022-322-830-873	66.45
O'REILLY AUTO PARTS	0997-432130	07/16/2025	BAT DISCN, CONNECTOR, PRIMARY WIRE	022-322-555-250	79.88
O'REILLY AUTO PARTS	0997-432305	07/17/2025	ABSORBENT	022-322-555-250	84.65
UNIFIRST CORPORATION	1830160102	07/17/2025	UNIFORMS	022-322-535-233	414.33
CADENCE /ELAN VISA	USI25-03874704	07/19/2025	INDEED	022-322-610-340	99.60
CADENCE /ELAN VISA	USI25-03874704	07/19/2025	INDEED	022-322-610-340	85.49
FUELMAN / FLEETCOR	NP68845835	07/28/2025	FUEL CHARGES 7/21/25-7/27/25	022-322-525-231	3,309.31
Outstanding Total:					32,787.22
Paid					
STARKVILLE UTILITIES	INV0038416	07/24/2025	MONTHLY UTILITIES	022-322-625-380	1,283.47
Paid Total:					1,283.47
Department 322 - SANITATION DEPARTMENT Total:					34,070.69
Fund 022 - ENVIRONMENTAL SERVICES Total:					34,070.69
Fund: 120 - MODERNIZATION USE TAX					
Department: 300 - STREET DEPARTMENT					
Outstanding					
JC CHEEK CONTRACTORS, INC	3A	07/01/2025	CONTRACT FOR ANNUAL PAVEMENT STRIPING	120-300-900-912	42,115.60
Outstanding Total:					42,115.60
Department 300 - STREET DEPARTMENT Total:					42,115.60
Department: 800 - DEBT SERVICE					
Paid					
REGIONS FINANCIAL CORPORATION	2075200	07/24/2025	GENERAL OBLIGATIONS	120-800-820-874	580,000.00

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
REGIONS FINANCIAL CORPORATION	2075200	07/24/2025	GENERAL OBLIGATIONS	120-800-830-874	73,054.98
Paid Total:					653,054.98
Department 800 - DEBT SERVICE Total:					653,054.98
Fund 120 - MODERNIZATION USE TAX Total:					695,170.58

Fund: 151 - STATE FORFEITED FUNDS
Department: 000 - UNDESIGNATED
Outstanding

DUSTOFF K9 LLC	000152	07/16/2025	K9 BASIC POLICE MEDICAL KIT	151-000-334-126	159.99
Outstanding Total:					159.99
Department 000 - UNDESIGNATED Total:					159.99
Fund 151 - STATE FORFEITED FUNDS Total:					159.99

Fund: 300 - CAPITAL PROJECTS FUND
Department: 000 - UNDESIGNATED
Outstanding

NEEL-SCHAFER	1107967	07/09/2025	OLD WEST POINT RD BRIDGE INSPECTION & LOAD RATING	300-000-600-338	6,458.88
BURNS DIRT CONSTRUCTION CO.,INC.	1A	07/25/2025	CROSSGATE SINK HOLE REPAIR	300-000-948-871	52,701.76
Outstanding Total:					59,160.64
Department 000 - UNDESIGNATED Total:					59,160.64
Fund 300 - CAPITAL PROJECTS FUND Total:					59,160.64

Fund: 301 - CITY OWNED BUILDING FUND
Department: 000 - UNDESIGNATED
Outstanding

BRISLIN, INC	001	07/07/2025	STARKVILLE PUBLIC LIBRARY	301-000-911-198	111,074.00
Outstanding Total:					111,074.00
Department 000 - UNDESIGNATED Total:					111,074.00
Fund 301 - CITY OWNED BUILDING FUND Total:					111,074.00

Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS
Department: 300 - STREET DEPARTMENT
Outstanding

MARK E. SHAW	197	07/24/2025	UTILITY INSPECTION 7/4-7/10 7/11-7/17 7/18-7/24	305-300-900-902	1,875.00
Outstanding Total:					1,875.00
Department 300 - STREET DEPARTMENT Total:					1,875.00
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					1,875.00

Fund: 309 - AMERICAN RELIEF FUND
Department: 318 - MS182/MLK
Outstanding

BURNS DIRT CONSTRUCTION CO.,INC.	10	07/14/2025	182 REVITALIZATION	309-318-911-938	179,612.60
BURNS DIRT CONSTRUCTION CO.,INC.	10	07/14/2025	182 REVITALIZATION	309-318-911-940	179,612.59
Outstanding Total:					359,225.19
Department 318 - MS182/MLK Total:					359,225.19
Fund 309 - AMERICAN RELIEF FUND Total:					359,225.19

Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)
Department: 551 - PARK & REC TOURISM
Outstanding

BURNS COOLEY DENNIS, INC.	48377	06/28/2025	MCKEE PARK IMPROVEMENTS	312-551-901-279	1,520.00
FALCON CONTRACTIN...	1594	06/30/2025	PATCHING AT MCKEE PARK	312-551-901-275	126,216.18
BYRUM CONSTRUCTION	3	07/23/2025	JL KING PARK CULVERT REPLACEMENT	312-551-901-276	106,025.46

CLAIMS DOCKET

Post Dates: 7/16/2025 - 7/30/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ETHOS CONTRACTING GROUP LLC	011	07/24/2025	MCKEE PARK IMPROVEMENTS	312-551-901-275	658,685.61
MARK E. SHAW	197	07/24/2025	UTILITY INSPECTION 7/4-7/10 7/11-7/17 7/18-7/24	312-551-901-276	4,100.00
TREE HUGGERS	468	07/29/2025	TREE REMOVAL IN MCKEE PARK	312-551-901-271	5,100.00

Outstanding Total: 901,647.25

Department 551 - PARK & REC TOURISM Total: 901,647.25

Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total: 901,647.25

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

MCCRARY SERVICES	14431	07/11/2025	PRIMELINE DEMO & RING SAW AROUND DRAIN BOXES	375-551-907-942	2,500.00
SECURITY SOLUTIONS	50514	07/21/2025	NETWORK VIDEO RECORDERE DEVICE- HARDWARE	375-551-907-943	2,150.00

Outstanding Total: 4,650.00

Paid

SECURITY SOLUTIONS	50425	07/24/2025	MCKEE PARK CCTV SYSTEM	375-551-907-942	41,414.60
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Paid Total: 41,414.60

Department 551 - PARK & REC TOURISM Total: 46,064.60

Fund 375 - PARK AND REC TOURISM Total: 46,064.60

Fund: 630 - ECONOMIC DEV, TOURISM & CONV

Department: 000 - UNDESIGNATED

Paid

MSU /2% TAX REVENUE	INV0038408	07/17/2025	2% FOOD & BEVERAGE TAX	630-000-147-657	59,164.24
O.C.E.D.A	INV0038409	07/17/2025	2% FOOD & BEVERAGE TAX	630-000-148-655	44,373.18
STARKVILLE CONVENTIONS/VISITORS BUR	INV0038410	07/17/2025	2% FOOD & BEVERAGE TAX	630-000-147-664	44,373.18
STARKVILLE CONVENTIONS/VISITORS BUR	INV0038411	07/17/2025	2& HOTEL/MOTEL TAX	630-000-147-664	38,751.19

Paid Total: 186,661.79

Department 000 - UNDESIGNATED Total: 186,661.79

Fund 630 - ECONOMIC DEV, TOURISM & CONV Total: 186,661.79

Grand Total: 2,851,113.80

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	393,245.28	178,760.82
002 - RESTRICTED POLICE FUND	1,304.26	0.00
015 - AIRPORT FUND	61,454.53	2,220.20
022 - ENVIRONMENTAL SERVICES	34,070.69	1,283.47
120 - MODERNIZATION USE TAX	695,170.58	653,054.98
151 - STATE FORFEITED FUNDS	159.99	0.00
300 - CAPITAL PROJECTS FUND	59,160.64	0.00
301 - CITY OWNED BUILDING FUND	111,074.00	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	1,875.00	0.00
309 - AMERICAN RELIEF FUND	359,225.19	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	901,647.25	0.00
375 - PARK AND REC TOURISM	46,064.60	41,414.60
630 - ECONOMIC DEV, TOURISM & CONV	186,661.79	186,661.79
Grand Total:	2,851,113.80	1,063,395.86

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	850.88	0.00
001-000-054-205	DUE FROM STARKVILLE ...	1,768.03	0.00
001-000-149-691	MUNICIPAL COURT BON...	6,657.00	6,657.00
001-000-160-698	DONATION - POLICE	58.09	0.00
001-000-330-182	TRAFFIC COURT & FINES	200.00	200.00
001-000-354-615	MISC REIMB/REFUNDS/I...	3,095.32	0.00
001-005-054-208	DUE FROM PARKS & REC...	469.09	0.00
001-100-501-200	SUPPLIES	84.88	0.00
001-100-604-330	COMMUNICATIONS	80.02	0.00
001-100-610-350	TRAVEL / TRAINING	4,805.60	40.00
001-110-501-200	SUPPLIES	294.25	0.00
001-110-604-330	POSTAGE / COMMUNIC...	901.65	0.00
001-110-610-350	TRAVEL / TRAINING	424.84	110.88
001-110-690-553	DUES	200.00	0.00
001-120-600-300	PROFESSIONAL SERVICES	2,548.00	0.00
001-120-604-330	COMMUNICATIONS	111.40	0.00
001-120-610-350	TRAVEL / TRAINING	820.96	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	969.04	0.00
001-123-604-330	COMMUNICATIONS	671.99	0.00
001-123-625-380	CAMERA OPERATING EX...	853.37	0.00
001-123-645-420	SOFTWARE	400.20	0.00
001-123-820-872	DELL STORAGE ARRAY L...	497.85	0.00
001-123-918-805	EQUIPMENT	207.48	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	483.74	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	820.14	0.00
001-142-620-371	BONDING-CITY EMPLOY...	700.00	0.00
001-142-690-555	DUES (MML) / FEES	127.00	0.00
001-142-691-550	MISCELLANEOUS	87.33	0.00
001-142-918-805	EQUIPMENT AND FURNI...	113.98	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	128.28	0.00
001-180-501-200	SUPPLIES & OFFICE MAI...	12.50	0.00
001-180-600-320	DRUG/BACKGROUND C...	245.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	173.69	0.00
001-180-610-340	ADVERTISING	162.00	0.00
001-180-691-505	PERSONNEL / KRONOS S...	6,011.12	0.00
001-190-501-200	SUPPLIES	37.49	0.00
001-190-604-330	COPIERS/PHONES/IPADS	352.86	0.00
001-192-510-220	SUPPLIES - JANITORIAL, ...	330.14	0.00
001-192-600-338	CONTRACT SERVICES	3,009.00	0.00
001-192-630-403	REPAIRS TO BUILDING &...	368.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-195-625-380	HORSE PARK	10,000.00	10,000.00
001-195-702-506	STK AREA ARTS COUNCIL	2,625.00	2,625.00
001-195-900-802	LIBRARY	76,250.00	76,250.00
001-195-951-955	HUMANE SOCIETY	48,750.00	48,750.00
001-195-951-969	HERITAGE MUSEUM	3,125.00	3,125.00
001-197-501-200	SUPPLIES	469.87	0.00
001-197-525-231	GAS & OIL	33.49	0.00
001-197-600-308	ENGINEERING AND PRO...	40.00	0.00
001-197-604-330	COMMUNICATIONS	111.41	0.00
001-197-918-806	EQUIPMENT	2,898.00	0.00
001-201-501-200	OFFICE SUPPLIES	495.46	0.00
001-201-525-231	GAS & OIL	11,827.26	0.00
001-201-535-233	UNIFORMS	2,018.61	0.00
001-201-541-237	PRISONER JAIL EXPENSES	13,890.00	0.00
001-201-541-240	PRISONER MEDICAL/SU...	1,315.85	0.00
001-201-545-238	FIRING RANGE SUPPLIES ...	71.96	0.00
001-201-555-208	JANITORIAL SUPPLIES	194.26	0.00
001-201-556-251	POLICE SUPPLIES	860.65	0.00
001-201-556-252	K9 EXPENSES	499.00	0.00
001-201-600-300	PROFESSIONAL SERVICES	2,985.00	0.00
001-201-600-304	INFORMANT FEES	2,360.00	0.00
001-201-600-319	PHYSICAL & PERSONNEL...	94.00	0.00
001-201-604-330	PHONES/POSTAGE	1,767.83	0.00
001-201-615-343	PRINTING & BINDING	250.00	0.00
001-201-625-380	UTILITIES	822.10	822.10
001-201-630-360	VEHICLE REPAIRS & MAI...	688.40	0.00
001-201-630-400	EQUIPMENT REPAIR & ...	470.16	0.00
001-201-630-426	BUILDING MAINT & REP...	540.00	0.00
001-201-635-369	COPIER RENTAL	1,060.98	0.00
001-201-690-450	GPS EXPENSES	520.13	0.00
001-201-690-552	POLICE TRAINING/EDUC...	534.65	0.00
001-201-918-801	BODY CAMERA PURCHA...	2,265.75	0.00
001-245-501-200	SUPPLIES & UNIFORMS	68.68	0.00
001-246-525-231	GAS & OIL	165.39	0.00
001-261-501-200	OFFICE SUPPLIES / EXPE...	254.56	0.00
001-261-525-231	GAS & OIL	2,763.41	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	725.41	0.00
001-261-555-208	JANITORIAL & PAPER SU...	356.43	0.00
001-261-555-250	SMALL EQUIPMENT AND...	137.89	0.00
001-261-558-269	BUILDING MAINTENANCE	135.94	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	5,400.00	0.00
001-261-604-330	PHONES/CABLE/INTERN...	1,729.26	0.00
001-261-625-380	UTILITIES	1,270.03	1,270.03
001-261-630-360	REPAIRS & MAINT-VEHIC...	11,908.52	0.00
001-261-691-550	MISCELLANEOUS	107.87	0.00
001-281-502-201	REFERENCE PUBLICATIO...	794.01	0.00
001-281-525-231	GAS & OIL	37.20	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	172.70	0.00
001-290-625-380	UTILITIES & HYPER REAC...	309.62	309.62
001-290-918-805	MACHINERY AND EQUI...	10,123.99	0.00
001-301-525-231	GAS & OIL	3,932.97	0.00
001-301-535-233	UNIFORMS	471.18	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	2,192.36	0.00
001-301-560-270	CONSTRUCTION MATER...	13,859.06	0.00
001-301-565-272	STREETS SIGNS & PAINT	318.46	0.00
001-301-604-330	COMMUNICATIONS	140.04	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	28,619.05	28,601.19
001-301-630-360	VEHICLE REPAIRS & MAI...	1,464.92	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-630-400	EQUIPMENT REPAIR & ...	510.66	0.00
001-301-691-550	MISC/GATORAIDE, ETC	55.94	0.00
001-360-525-231	GAS & OIL	121.86	0.00
001-360-555-250	SMALL EQUIPMENT AND...	130.34	0.00
001-550-600-297	REIMBURSEMENT	75,000.00	0.00
002-251-501-200	SUPPLIES/DARE EXPENS...	1,304.26	0.00
015-505-501-198	BUILDING REPAIRS & MA...	17.01	0.00
015-505-525-232	100LL AV GAS PURCHAS...	31,680.69	0.00
015-505-525-233	JET A FUEL PURCHASES	21,576.70	0.00
015-505-541-237	OPERATING SUPPLIES	234.30	0.00
015-505-555-250	SMALL EQUIPMENT AND...	56.99	0.00
015-505-570-273	VEHICLE REPAIR PARTS &..	171.58	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	84.49	0.00
015-505-620-370	INSURANCE	175.00	0.00
015-505-625-380	UTILITIES	2,220.20	2,220.20
015-505-630-400	EQUIPMENT REPAIR & ...	5,237.57	0.00
022-322-501-198	BUILDING & LOT REPAIRS	825.00	0.00
022-322-525-231	GAS & OIL	10,748.13	0.00
022-322-535-233	UNIFORMS	733.08	0.00
022-322-555-250	SMALL EQUIP, TOOLS & ...	315.20	0.00
022-322-600-300	CONTRACT/PROFESSIO...	30.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI...	13,922.95	0.00
022-322-604-330	COPIER, PHONES, RADIOS	103.29	0.00
022-322-610-340	ADVERTISING	185.09	0.00
022-322-625-380	UTILITIES	1,283.47	1,283.47
022-322-630-252	VEHICLE R&M - COMME...	2,841.57	0.00
022-322-630-255	VEHICLE R&M - RUBBISH	1,040.48	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	1,975.98	0.00
022-322-830-873	INTEREST	66.45	0.00
120-300-900-912	2025 STRIPING	42,115.60	0.00
120-800-820-874	2022 5M GO BONDS - PR...	580,000.00	580,000.00
120-800-830-874	2022 5M GO BONDS - IN...	73,054.98	73,054.98
151-000-334-126	STATE FORFEITED FUNDS	159.99	0.00
300-000-600-338	CONTRACT SERVICES	6,458.88	0.00
300-000-948-871	CROSSGATE SINKHOLE	52,701.76	0.00
301-000-911-198	LIBRARY HVAC	111,074.00	0.00
305-300-900-902	2024 ASPHALT OVERLAY	1,875.00	0.00
309-318-911-938	ARPA - HWY182 CONST...	179,612.60	0.00
309-318-911-940	MCWI - HWY 182 CONS...	179,612.59	0.00
312-551-901-271	MCKEE CONSTRUCTION	5,100.00	0.00
312-551-901-275	MCKEE PARK CONSTRUC...	784,901.79	0.00
312-551-901-276	J L KING CULVERT REPLA...	110,125.46	0.00
312-551-901-279	MCKEE - MATERIALS TES...	1,520.00	0.00
375-551-907-942	EXISTING PARK IMPROV...	43,914.60	41,414.60
375-551-907-943	CAPITAL PURCHASES	2,150.00	0.00
630-000-147-657	DUE TO MISSISSIPPI STA...	59,164.24	59,164.24
630-000-147-664	DUE TO VISITORS/CONV...	83,124.37	83,124.37
630-000-148-655	DUE TO OCEDA	44,373.18	44,373.18
Grand Total:		2,851,113.80	1,063,395.86

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,593,466.36	1,063,395.86
305300900902	1,875.00	0.00
309318911938	179,612.60	0.00
309318911940	179,612.59	0.00
312551901275	784,901.79	0.00
312551901276	110,125.46	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
312551901279	1,520.00	0.00
Grand Total:	2,851,113.80	1,063,395.86



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

ACCOUNTS PAYABLE
AGING INVOICE

07/29/2025 2:11:11 pm

Beginning Date: 08/06/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
116 AMAZON CAPITAL SERVICES	07/09/25	08/06/25	IDLK-PTFF-L9LJ	SAFETY SUPPLIES	125.98			
116 AMAZON CAPITAL SERVICES	07/10/25	08/06/25	IDYY-NTYP-4TPR	SUPPLIES	419.95			
116 AMAZON CAPITAL SERVICES	07/25/25	08/06/25	176X-C69R-HNKG	SAFETY SUPPLIES	131.30			
				Total for Vendor - 116:	677.23	0.00	0.00	0.00
20076 APAC MISSISSIPPI, INC.	07/09/25	08/06/25	4000213037	ASPHALT	661.63			
20076 APAC MISSISSIPPI, INC.	07/14/25	08/06/25	4000213502	ASPHALT	629.64			
				Total for Vendor - 20076:	1,291.27	0.00	0.00	0.00
124 ATMOS ENERGY	07/10/25	08/06/25	3020752702-07/10/25	UTILITY BILL	60.68			
				Total for Vendor - 124:	60.68	0.00	0.00	0.00
196 AUTOZONE	07/14/25	08/06/25	00426357621	MAINTENANCE	109.72			
				Total for Vendor - 196:	109.72	0.00	0.00	0.00
202 BELL BUILDING SUPPLY	07/08/25	08/06/25	433346	SUPPLIES	33.98			
202 BELL BUILDING SUPPLY	07/22/25	08/06/25	434408	MATERIALS	13.07			
202 BELL BUILDING SUPPLY	07/24/25	08/06/25	434592	MAINTENANCE	106.65			
202 BELL BUILDING SUPPLY	07/25/25	08/06/25	434707	MATERIALS	260.70			
				Total for Vendor - 202:	414.40	0.00	0.00	0.00
20188 BOX CONSTRUCTION LLC	07/08/25	08/06/25	2025-13	CONTRACT SERVICES	1,695.00			
				Total for Vendor - 20188:	1,695.00	0.00	0.00	0.00
20186 BRENNTAG MID-SOUTH	07/15/25	08/06/25	BMS971191	MATERIALS	1,766.00			
20186 BRENNTAG MID-SOUTH	07/15/25	08/06/25	BMS971192	MATERIALS	1,010.00			
20186 BRENNTAG MID-SOUTH	07/15/25	08/06/25	BMS971193	MATERIALS	1,955.00			
20186 BRENNTAG MID-SOUTH	07/15/25	08/06/25	BMS971194	MATERIALS	1,010.00			
				Total for Vendor - 20186:	5,741.00	0.00	0.00	0.00
1920 CANNON FORD LINCOLN OF ST	07/11/25	08/06/25	213815	MAINTENANCE	25.82			
				Total for Vendor - 1920:	25.82	0.00	0.00	0.00
20220 CENTRAL PIPE SUPPLY	07/21/25	08/06/25	S100417355.001	MATERIALS	7,714.00			
				Total for Vendor - 20220:	7,714.00	0.00	0.00	0.00
20362 CONSOLIDATED PIPE & SUPPL	04/30/25	08/06/25	MS0318756	MATERIALS	450.00			
20362 CONSOLIDATED PIPE & SUPPL	07/23/25	08/06/25	MS03110358	MATERIALS	3,240.00			
				Total for Vendor - 20362:	3,690.00	0.00	0.00	0.00
20305 DIXIE WHOLESALE WATERWO	07/24/25	08/06/25	567317	MATERIALS	4,000.00			

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
496 EAST MISS LUMBER	07/17/25	08/06/25	36158/1	Total for Vendor - 20305:	4,000.00	0.00	0.00	0.00
				MATERIALS	133.98			
				Total for Vendor - 496:	133.98	0.00	0.00	0.00
561 ELVIRA'S TRUCKING ACADEM	07/07/25	08/06/25	000000-145	CDL TRAINING	4,000.00			
				Total for Vendor - 561:	4,000.00	0.00	0.00	0.00
600 FERGUSON ENTERPRISES LLC	07/09/25	08/06/25	7694897	MATERIALS	13.61			
600 FERGUSON ENTERPRISES LLC	07/09/25	08/06/25	7697897-1	MATERIALS	29.16			
600 FERGUSON ENTERPRISES LLC	07/16/25	08/06/25	7714946	MATERIALS	430.00			
				Total for Vendor - 600:	472.77	0.00	0.00	0.00
20670 GABRIEL JORDAN	07/01/25	08/06/25	07012025	CLASS B PERMIT	21.00			
				Total for Vendor - 20670:	21.00	0.00	0.00	0.00
20690 GARVER LLC	06/24/25	08/06/25	2401589-7	WWTP AERATION IMPROVEM	4,890.95			
20690 GARVER LLC	06/24/25	08/06/25	2401917-6	WWTP HEADWORKS & EQ INP	112,744.25			
20690 GARVER LLC	07/10/25	08/06/25	2301124-4	WWTP AERATION EVALUATI	24,475.00			
				Total for Vendor - 20690:	142,110.20	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	07/23/25	08/06/25	1018-219023	MAINTENANCE	912.68			
				Total for Vendor - 691:	912.68	0.00	0.00	0.00
706 GEORGE FORD	05/28/25	08/06/25	05/28/2025	LEGAL FEES AERATORS	13,800.00			
				Total for Vendor - 706:	13,800.00	0.00	0.00	0.00
726 GRAYBAR FINANCIAL SERVICE	07/14/25	08/06/25	18701058	DEVISE INSURANCE	187.31			
				Total for Vendor - 726:	187.31	0.00	0.00	0.00
20702 HACH	07/14/25	08/06/25	14575708	TESTING SUPPLIES	383.78			
20702 HACH	07/21/25	08/06/25	14586210	MATERIALS	571.74			
				Total for Vendor - 20702:	955.52	0.00	0.00	0.00
20700 HEMPHILL CONSTRUCTION CO.	07/21/25	08/06/25	H24181-02	HEMPHILL WWTP AERATION	40,000.00			
				Total for Vendor - 20700:	40,000.00	0.00	0.00	0.00
20765 HYDRA SERVICE, INC.	07/16/25	08/06/25	189948	TESTING SUPPLIES	1,166.00			
				Total for Vendor - 20765:	1,166.00	0.00	0.00	0.00
2020 IT'S JUST ICE, INC.	07/02/25	08/06/25	25194	MAINTENANCE	283.95			
				Total for Vendor - 2020:	283.95	0.00	0.00	0.00

ACCOUNTS PAYABLE
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07/29/2025 2:11:11 pm

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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
400 IVY AUTO PARTS	07/11/25	08/06/25	759664	MAINTENANCE	325.36			
				Total for Vendor - 400:	325.36	0.00	0.00	0.00
1010 JT RAY COMPANY	07/15/25	08/06/25	INV46604	COPIER SERVICE	88.73			
				Total for Vendor - 1010:	88.73	0.00	0.00	0.00
21105 LAWSON PRODUCTS, INC	07/09/25	08/06/25	9312627897	MATERIALS	308.36			
				Total for Vendor - 21105:	308.36	0.00	0.00	0.00
1205 LOWE'S	07/07/25	08/06/25	973155-PEZLOV	TOOLS	23.73			
1205 LOWE'S	07/09/25	08/06/25	978855-PFIYLD	EQUIPMENT	113.99			
1205 LOWE'S	07/14/25	08/06/25	991817-PFYMCF	MATERIALS	496.05			
1205 LOWE'S	07/14/25	08/06/25	991862-PFYMCH	TOOLS	37.51			
1205 LOWE'S	07/14/25	08/06/25	992126-PFYMCS	MATERIALS	4.04			
1205 LOWE'S	07/15/25	08/06/25	994974-PGDFIK	MATERIALS	14.38			
1205 LOWE'S	07/15/25	08/06/25	996314-PGDFHJ	EQUIPMENT	521.55			
1205 LOWE'S	07/18/25	08/06/25	974334-PGQPWN	SUPPLIES	88.09			
1205 LOWE'S	07/24/25	08/06/25	991304-PHLTVS	TOOLS	36.99			
1205 LOWE'S	07/24/25	08/06/25	991461-PHLTVV	SUPPLIES	1.41			
				Total for Vendor - 1205:	1,337.74	0.00	0.00	0.00
21191 LUCKETT PUMP & REPAIR INC	07/16/25	08/06/25	3785	REBUILD PUMPS	2,068.95			
				Total for Vendor - 21191:	2,068.95	0.00	0.00	0.00
1361 M & M PROSAFETY SUPPLY	07/09/25	08/06/25	03501	SAFETY SUPPLIES	160.26			
1361 M & M PROSAFETY SUPPLY	07/16/25	08/06/25	03504	SAFETY EQUIPMENT	819.00			
				Total for Vendor - 1361:	979.26	0.00	0.00	0.00
1322 MMC MATERIALS, INC.	07/09/25	08/06/25	960869	CONCRETE	550.00			
1322 MMC MATERIALS, INC.	07/15/25	08/06/25	961398	CONCRETE	541.88			
1322 MMC MATERIALS, INC.	07/15/25	08/06/25	962026	CONCRETE	337.50			
1322 MMC MATERIALS, INC.	07/22/25	08/06/25	963638	CONCRETE	337.50			
				Total for Vendor - 1322:	1,766.88	0.00	0.00	0.00
21302 MOCKBEE ELLIS, P.A.	06/08/25	08/06/25	24743	LEGAL FEES AERATORS	36,717.87			
				Total for Vendor - 21302:	36,717.87	0.00	0.00	0.00
21320 MS RURAL WATER ASSOCIATI	07/02/25	08/06/25	07022025	MEMBERSHIP DUES	1,275.00			
				Total for Vendor - 21320:	1,275.00	0.00	0.00	0.00

ACCOUNTS PAYABLE
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07/29/2025 2:11:11 pm

Beginning Date: 08/06/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
21388 NATIONAL INDUSTRIAL & SAF	07/16/25	08/06/25	46997	SAFETY SUPPLIES	395.64			
				Total for Vendor - 21388:	395.64	0.00	0.00	0.00
1400 NESCO	07/08/25	08/06/25	S2740860.001	MATERIALS	19.45			
				Total for Vendor - 1400:	19.45	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	06/26/25	08/06/25	1127639	MATERIALS	78.00			
1525 OKTIBBEHA CO. CO-OP	06/30/25	08/06/25	1128952	MATERIALS	30.00			
1525 OKTIBBEHA CO. CO-OP	07/08/25	08/06/25	1130850	MATERIALS	18.55			
1525 OKTIBBEHA CO. CO-OP	07/10/25	08/06/25	1131248	MATERIALS	273.00			
1525 OKTIBBEHA CO. CO-OP	07/11/25	08/06/25	1131586	MATERIALS	69.95			
1525 OKTIBBEHA CO. CO-OP	07/11/25	08/06/25	1131654	MATERIALS	67.60			
1525 OKTIBBEHA CO. CO-OP	07/14/25	08/06/25	1132434	MATERIALS	39.00			
1525 OKTIBBEHA CO. CO-OP	07/17/25	08/06/25	1133121	MATERIALS	39.00			
1525 OKTIBBEHA CO. CO-OP	07/17/25	08/06/25	1133237	MATERIALS	25.60			
1525 OKTIBBEHA CO. CO-OP	07/18/25	08/06/25	1133459	MATERIALS	38.40			
1525 OKTIBBEHA CO. CO-OP	07/21/25	08/06/25	1134026	MATERIALS	156.00			
				Total for Vendor - 1525:	835.10	0.00	0.00	0.00
21547 PAUL'S WELDING	07/17/25	08/06/25	1638	MATERIALS	140.00			
				Total for Vendor - 21547:	140.00	0.00	0.00	0.00
1662 PROGRAPHICS	07/14/25	08/06/25	5360	SAFETY EQUIPMENT	82.00			
				Total for Vendor - 1662:	82.00	0.00	0.00	0.00
1800 RACKLEY OIL, INC.	07/14/25	08/06/25	648795	FUEL	147.56			
				Total for Vendor - 1800:	147.56	0.00	0.00	0.00
1917 RONNIE JONES CONST, INC.	07/10/25	08/06/25	20252608	CRUSHER RUN	2,945.75			
				Total for Vendor - 1917:	2,945.75	0.00	0.00	0.00
21892 S&N AIROFLO INC	04/29/25		19376	CREDIT FOR DOWN DAYS	-2,738.28			
21892 S&N AIROFLO INC	02/03/25	02/19/25	19297	AERATOR RENTAL				6,000.00
21892 S&N AIROFLO INC	04/29/25	05/21/25	19377	AERATOR RENTAL			12,000.00	
				Total for Vendor - 21892:	-2,738.28	0.00	12,000.00	6,000.00
1937 SOUTHERN PIPE & SUPPLY	07/14/25	08/06/25	1108204-00	MATERIALS	12,688.48			
				Total for Vendor - 1937:	12,688.48	0.00	0.00	0.00
1945 SULLIVAN'S	07/09/25	08/06/25	96208	SUPPLIES	133.10			

ACCOUNTS PAYABLE
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Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
21233 TERRY'S GARAGE AND REPAIR					133.10	0.00	0.00	0.00
Total for Vendor - 1945:								
MAINTENANCE					364.03			
Total for Vendor - 21233:					364.03	0.00	0.00	0.00
2038 THOMPSON BROTHERS DRILLI					12,000.00			
WELL REHAB					12,000.00	0.00	0.00	0.00
Total for Vendor - 2038:								
SUPPLIES					384.49			
SAFETY EQUIPMENT					354.01			
SAFETY SUPPLIES					465.88			
Total for Vendor - 2098:					1,204.38	0.00	0.00	0.00
2104 UPS					178.93			
POSTAGE					97.67			
Total for Vendor - 2104:					276.60	0.00	0.00	0.00
22202 WAYPOINT ANALYTICAL					348.00			
TESTING					348.00			
22202 WAYPOINT ANALYTICAL					348.00			
TESTING					348.00			
Total for Vendor - 22202:					1,044.00	0.00	0.00	0.00
991425 WHATLEY, JACOB					21.00			
CLASS B PERMIT					21.00			
Total for Vendor - 991425:					21.00	0.00	0.00	0.00
Grand Total:					\$ 303,889.49	\$ 0.00	\$ 12,000.00	\$ 6,000.00

07/29/2025 2:05:58 pm

ACCOUNTS PAYABLE
AGING INVOICE

Beginning Date: 08/06/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
139 ACC BUSINESS	07/11/25	08/06/25	7315244018	INTERNET	1,371.75			
				Total for Vendor - 139:	1,371.75	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	07/08/25	08/06/25	1H1M-LPX7-WKQH	SUPPLIES	44.46			
116 AMAZON CAPITAL SERVICES	07/14/25	08/06/25	1LDR-CHC3-3QRF	SUPPLIES	118.20			
116 AMAZON CAPITAL SERVICES	07/15/25	08/06/25	1HGV-LHCL-NMQ4	SUPPLIES	19.99			
116 AMAZON CAPITAL SERVICES	07/17/25	08/06/25	1FLG-RPCR-D4WC	SUPPLIES	34.83			
116 AMAZON CAPITAL SERVICES	07/22/25	08/06/25	1FR9-K9T1-VMML	SUPPLIES	35.68			
				Total for Vendor - 116:	253.16	0.00	0.00	0.00
110 ARKANSAS ELECTRIC	07/02/25	08/06/25	03152816	MATERIALS	2,137.16			
110 ARKANSAS ELECTRIC	07/09/25	08/06/25	03153233	MATERIALS	1,191.95			
110 ARKANSAS ELECTRIC	07/09/25	08/06/25	03153234	MATERIALS	268.67			
110 ARKANSAS ELECTRIC	07/17/25	08/06/25	03154227	MATERIALS	964.50			
				Total for Vendor - 110:	4,562.28	0.00	0.00	0.00
143 ARTHUR J GALLAGHER RISK M	07/16/25	08/06/25	07/16/2025	Accident Plan Enrollment	6.00			
				Total for Vendor - 143:	6.00	0.00	0.00	0.00
134 ATWELL & GENT, P.A.	05/19/25	08/06/25	25-296	ENGINEERING SERVICES	12,045.00			
134 ATWELL & GENT, P.A.	07/21/25	08/06/25	25-380	ENGINEERING SERVICES	19,490.00			
134 ATWELL & GENT, P.A.	07/21/25	08/06/25	25-381	ENGINEERING SERVICES	875.00			
134 ATWELL & GENT, P.A.	07/21/25	08/06/25	25-382	ENGINEERING SERVICES	2,485.00			
134 ATWELL & GENT, P.A.	07/21/25	08/06/25	25-383	ENGINEERING SERVICES	5,430.00			
				Total for Vendor - 134:	40,325.00	0.00	0.00	0.00
234 BILL RUSSELL FORD LINCOLN	06/25/25	08/06/25	6203828/1	MAINTENANCE	4,030.95			
				Total for Vendor - 234:	4,030.95	0.00	0.00	0.00
314 CINTAS CORPORATION	07/14/25	08/06/25	5280560803	SAFETY SUPPLIES	109.08			
314 CINTAS CORPORATION	07/25/25	08/06/25	5282565002	SAFETY SUPPLIES	922.32			
				Total for Vendor - 314:	1,031.40	0.00	0.00	0.00
348 DELL MARKETING L.P.	07/01/25	08/06/25	10822766783	SOFTWARE OFFICE 365	2,145.92			
				Total for Vendor - 348:	2,145.92	0.00	0.00	0.00
496 EAST MISS LUMBER	07/17/25	08/06/25	36147/1	TOOLS	93.96			
510 EDWARD KEMP	07/09/25	08/06/25	070925	RM LAWSUIT	93.96			
				Total for Vendor - 496:	93.96	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

07/29/2025 2:05:58 pm

Beginning Date: 08/06/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
510 EDWARD KEMP	07/23/25	08/06/25	07/21/25	MML	463.56			
				Total for Vendor - 510:	515.36	0.00	0.00	0.00
99009991 FIRST NATL BANK CLARKSDA	07/15/25	08/06/25	07/15/2025	BOND INTEREST PAYMENT	57,740.63			
				Total for Vendor - 99009991:	57,740.63	0.00	0.00	0.00
616 FUELMAN	07/14/25	08/06/25	NP68791503	FUEL	1,951.24			
616 FUELMAN	07/21/25	08/06/25	NP68816672	FUEL	1,437.41			
616 FUELMAN	07/28/25	08/06/25	NP68845835	FUEL	1,867.53			
				Total for Vendor - 616:	5,256.18	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	07/11/25	08/06/25	1018-218432	MAINTENANCE	25.50			
691 GATEWAY TIRE&SERVICE CEN	07/21/25	08/06/25	1018-218888	MAINTENANCE	140.57			
691 GATEWAY TIRE&SERVICE CEN	07/22/25	08/06/25	1018-218945	MAINTENANCE	527.31			
				Total for Vendor - 691:	693.38	0.00	0.00	0.00
721 GOLDEN TRIANGLE SOLID WA	07/01/25	08/06/25	STMT070125	ROW CLEARING	839.68			
				Total for Vendor - 721:	839.68	0.00	0.00	0.00
730 GRESKO UTILITY SUPPLY, INC.	07/15/25	08/06/25	35045624-00	SAFETY EQUIPMENT	409.00			
730 GRESKO UTILITY SUPPLY, INC.	07/22/25	08/06/25	50029632-00	MATERIALS	20,767.00			
				Total for Vendor - 730:	21,176.00	0.00	0.00	0.00
818 HANCOCK EQUIP. & OIL CO.	07/10/25	08/06/25	011617	MAINTENANCE	295.00			
				Total for Vendor - 818:	295.00	0.00	0.00	0.00
400 IVY AUTO PARTS	07/25/25	08/06/25	760716	MAINTENANCE	68.96			
400 IVY AUTO PARTS	07/25/25	08/06/25	760722	MAINTENANCE	147.65			
				Total for Vendor - 400:	216.61	0.00	0.00	0.00
1010 JT RAY COMPANY	07/15/25	08/06/25	INV46602	COPIER SERVICE	292.02			
1010 JT RAY COMPANY	07/15/25	08/06/25	INV46603	COPIER SERVICE	158.47			
1010 JT RAY COMPANY	07/15/25	08/06/25	INV46605	COPIER SERVICE	235.40			
				Total for Vendor - 1010:	685.89	0.00	0.00	0.00
1205 LOWE'S	07/08/25	08/06/25	974446PFEDSN	TOOLS	58.35			
1205 LOWE'S	07/11/25	08/06/25	973303-PFRSPY	EQUIPMENT	474.05			
1205 LOWE'S	07/11/25	08/06/25	983775-PFRSQV	SAFETY EQUIPMENT	25.63			
1205 LOWE'S	07/11/25	08/06/25	984613-PFRSRI	TOOLS	351.26			
				Total for Vendor - 1205:	909.29	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

07/29/2025 2:05:58 pm

Beginning Date: 08/06/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1287 MAXXSOUTH BROADBAND	07/10/25	08/06/25	23842678	INTERNET SERVICE	143.63			
				Total for Vendor - 1287:	143.63	0.00	0.00	0.00
1300 MS MUNICIPAL POWER AGENC	07/01/25	08/06/25	2505	MEMBERSHIP DUES	1,200.00			
				Total for Vendor - 1300:	1,200.00	0.00	0.00	0.00
1394 NARRATIVE 12 LLC	07/25/25	08/06/25	07/25/2025	CUSTOMER COMMUNICATIO	4,500.00			
				Total for Vendor - 1394:	4,500.00	0.00	0.00	0.00
1400 NESCO	07/14/25	08/06/25	S2741971.001	MATERIALS	74.26			
1400 NESCO	07/14/25	08/06/25	S2742052.001	MATERIALS	225.59			
1400 NESCO	07/17/25	08/06/25	S2742830.001	MATERIALS	279.73			
1400 NESCO	07/17/25	08/06/25	S2742901.001	MATERIALS	503.49			
				Total for Vendor - 1400:	1,083.07	0.00	0.00	0.00
1403 NISC	06/30/25	08/06/25	631311	JUNE 2025 PRINT SERVICES	9,547.68			
1403 NISC	06/30/25	08/06/25	632115	JUNE 2025 RECURRING EXPE	18,948.48			
1403 NISC	06/30/25	08/06/25	632811	JUNE 2025 MISC	1,093.91			
				Total for Vendor - 1403:	29,590.07	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	07/11/25	08/06/25	1131736	UNIFORMS	236.07			
				Total for Vendor - 1525:	236.07	0.00	0.00	0.00
804 QUADIENT LEASING USA INC	07/30/25	08/06/25	Q1919321	POSTAGE LEASE	679.96			
				Total for Vendor - 804:	679.96	0.00	0.00	0.00
1887 S & S LINE SERVICE INC	07/11/25	08/06/25	3008	ROW CLEARING	1,643.60			
1887 S & S LINE SERVICE INC	07/11/25	08/06/25	3009	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	07/11/25	08/06/25	3010	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	07/18/25	08/06/25	3011	ROW CLEARING	1,643.60			
1887 S & S LINE SERVICE INC	07/18/25	08/06/25	3012	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	07/18/25	08/06/25	3013	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	07/25/25	08/06/25	3014	ROW CLEARING	1,643.00			
1887 S & S LINE SERVICE INC	07/25/25	08/06/25	3015	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	07/25/25	08/06/25	3016	ROW CLEARING	5,870.60			
				Total for Vendor - 1887:	41,188.80	0.00	0.00	0.00
1902 SOLIS	07/01/25	08/06/25	25119	IT SECURITY	569.40			
				Total for Vendor - 1902:	569.40	0.00	0.00	0.00

ACCOUNTS PAYABLE
AGING INVOICE

07/29/2025 2:05:58 pm

Beginning Date: 08/06/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1951 SOURCE ONE VIDEO	07/01/25	08/06/25	267872	WEBSITE HOSTING	2,640.00			
				Total for Vendor - 1951:	2,640.00	0.00	0.00	0.00
1940 STUART C. IRBY	07/07/25	08/06/25	S014247262.006	MATERIALS	718.04			
1940 STUART C. IRBY	07/21/25	08/06/25	S014187139.002	MATERIALS	2,410.00			
1940 STUART C. IRBY	07/21/25	08/06/25	S014314703.001	UNIFORMS	340.54			
				Total for Vendor - 1940:	3,468.58	0.00	0.00	0.00
1823 SUNSTAR INSURANCE SERVICE	07/09/25	08/06/25	1448456	SURETY BOND	175.00			
1823 SUNSTAR INSURANCE SERVICE	07/11/25	08/06/25	1449702	SURETY BOND	175.00			
1823 SUNSTAR INSURANCE SERVICE	07/14/25	08/06/25	1449426	SURETY BOND	175.00			
				Total for Vendor - 1823:	525.00	0.00	0.00	0.00
2040 TVPPA EDUCATION & TRAIN.	05/31/25	08/06/25	412-052025-1214-1038	ANNUAL CONFERENCE	150.00			
2040 TVPPA EDUCATION & TRAIN.	05/31/25	08/06/25	INV0152632	LINEMAN TRAINING	845.00			
2040 TVPPA EDUCATION & TRAIN.	05/31/25	08/06/25	INV0152963	LINEMAN TRAINING	823.75			
2040 TVPPA EDUCATION & TRAIN.	06/04/25	08/06/25	INV0153046	SAFETY TRAINING	500.00			
				Total for Vendor - 2040:	2,318.75	0.00	0.00	0.00
2104 UPS	07/19/25	08/06/25	000012031F295	POSTAGE	168.59			
				Total for Vendor - 2104:	168.59	0.00	0.00	0.00
2300 WALMART COMMUNITY BRC	07/19/25	08/06/25	1663931223	SUPPLIES	255.77			
				Total for Vendor - 2300:	255.77	0.00	0.00	0.00
9929840 WILLIAMS, LADAVIOUS	06/25/25	08/06/25	062525	CDL PHYSICAL	150.00			
				Total for Vendor - 9929840:	150.00	0.00	0.00	0.00
				Grand Total:	\$ 230,866.13	\$ 0.00	\$ 0.00	\$ 0.00



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 5, 2025
Page: 1

SUBJECT:

Request authorization to hire Samuel Fisher as a Part-Time Aircraft Lineman (FBO) in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid for actual hours worked not to exceed twenty (20) hours per week at \$14.00 per hour plus callouts. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 015-505- 430-109

AUTHORIZATION HISTORY:

This is a replacement position previously held by Ethan Mackey who resigned. Fisher is transitioning from a Full-Time Aircraft Lineman (FBO) position.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Rodney Lincoln, Airport Director

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Samuel Fisher as a Part-Time Aircraft Lineman (FBO) in the Starkville Airport Department.

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 5, 2025
Page: 1

SUBJECT:

Request authorization to hire Ada Thurmon as a Permit Services Technician for the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Salary: \$43,000 (\$20.67/hour) based on 2,080 hours.

FISCAL NOTE:

Funding is 100% allocated from the Community Development line item #001-281-430-107.

AUTHORIZATION HISTORY:

This position is a replacement for Shane Aguayo, who has resigned.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Stein McMullen, Building Official

FOR MORE INFORMATION CONTACT:

Stein McMullen, Building Official or
Human Resources Department

SUGGESTED MOTION:

Move approval to hire Ada Thurmon as a Permit Services Technician for the Community Development Department.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 5, 2025
Page: 1

SUBJECT:

Request authorization to hire Isaac Fenton as a Water Technician for the Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Isaac Fenton - Non-exempt salary for the position of Water Technician II at \$37,856.00 (\$18.20 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2024/25 budget.
100% of pay from Water Division, Acct. 601.40

AUTHORIZATION HISTORY:

This is a replacement position previously held by Calvin Brown who resigned.

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Human Resources Department

SUGGESTED MOTION:

Move approval to hire Isaac Fenton as a Water Technician for the Utilities Department.

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: August 5, 2025

Page: 1

SUBJECT:

Request approval of the promotion of Matthew Davis to the rank of Captain in the Starkville Police Department.

Request approval of the promotion of Scotty Carrithers to the rank of Lieutenant in the Starkville Police Department.

Request approval of the promotion of Robert Eguire and Parker Madeen to the rank of Sergeant in the Starkville Police Department.

Also, request authorization to retain candidates from the promotion process held in July 2025 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of 6 months.

AMOUNT & SOURCE OF FUNDING:

Captain is budgeted from line # 001-201-420-105

Lieutenant is budgeted from line # 001-201-420-105

Sergeants are budgeted from line # 001-201-420-103

Name	Title	Salary	Effective Date
Matthew Davis	Captain	\$76,939.20 (\$36.99) based on 2,080 hours	8/8/2025
Scotty Carrithers	Lieutenant	\$68,212.89 (\$32.79) based on 2,080 hours	8/8/2025
Robert Eguire	Sergeant	\$63,815.44 (\$30.68) based on 2,080 hours	8/8/2025
Parker Madeen	Sergeant	\$63,815.44 (\$28.54) based on 2,236 hours	8/8/2025

AUTHORIZATION HISTORY:

These are replacement positions replacing Michael Edwards who resigned as Captain; Matthew Davis who is promoted from Lieutenant to Captain pending Board approval; Scotty Carrithers who is promoted from Sergeant to Lieutenant pending Board approval and Princeton Henderson who resigned as Sergeant.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief;
Human Resources Department

SUGGESTED MOTION:

Move approval of the promotions Matthew Davis to the rank of Captain; Scotty Carrithers to the rank of Lieutenant; Robert Eguire and Parker Madeen to the rank of Sergeant and retain candidates from the promotion process held in July 2025 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of 6 months in the Starkville Police Department.

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: August 5, 2025
Page: 1

SUBJECT:

Consideration of disciplinary action recommended by Sanitation and Environmental Services Director Chris Smiley as a result of I.A.# 07102025 for a Sanitation and Environmental Services employee.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Sanitation and Environmental Services Department
Human Resources Department

DIRECTOR'S AUTHORIZATION:

Christopher Smiley, Sanitation and Environmental Services Director;
Human Resources Department

FOR MORE INFORMATION CONTACT:

Human Resources Department

SUGGESTED MOTION:

Move to approve the disciplinary action recommended by Sanitation and Environmental Services Director Chris Smiley as a result of I.A.# 07102025 for a Sanitation and Environmental Services employee.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 8-5-25
PAGE: 1 of 32**

SUBJECT: Award for FY26 154 Alcohol Impaired Driving Enforcement Grant. Requests permission to accept the award for grant funding for the continuation project of DUI enforcement. The grant is 100% reimbursable, funds 2 DUI officers, approximately 269 hours in overtime for DUI enforcement, and DUI equipment.

AMOUNT & SOURCE OF FUNDING: \$126,917.54 FY26 154AL Grant Mississippi Office of Highway Safety

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Sgt. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the City of Starkville to accept the 100% reimbursable grant funding in the area of Driving Under the Influence Enforcement.

STAFF RECOMMENDATION:



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

July 22, 2025

Lynn Spruill, Mayor
City of Starkville
Starkville Police Department
110 West Main Street
Starkville, MS 39759

Project Number: ENF_AL-2026-ST-23-11
Funding Source and Title: 154 Alcohol FY26

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Starkville Police Department** Grant Agreement for the Fiscal Year 2026. Your agency has been approved for **154 Alcohol** funding, in the amount of **\$126,917.54**, pending final review and approval by NHTSA of the FY26 Annual Grant Application.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.), the PSP Executive Director/Governor's Representative and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY26 grant activities begin October 1, 2025 and must be concluded by September 30, 2026. In addition, the FY26 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 13, 2026.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY26. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 29, 2025.** Please make sure that you complete items 1-9 in their entirety and all documents are an [original signature signed in BLUE ink](#) by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

Mississippi Office of Highway Safety, P.O. Box 1633, Canton, Mississippi 39046

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees (PI&E and Enforcement grants)
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures (PI&E and Enforcement grants)
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2025–September 30, 2026)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

**Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director of Programs
P.O. Box 1633
Canton, Mississippi 39046**

Please feel free to contact Princella Henry, Impaired Driving Division Director at 601-391-4912 or PHenry@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

Tenicia Speech

Tenicia L. Speech, Compliance Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety, P.O. Box 1633, Canton, Mississippi 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address:		2. Effective Date of Grant: October 1, 2025					
City of Starkville Starkville Police Department 110 West Main Street Starkville, MS 39759 Telephone Number: (662) 323-4131 E-Mail: c.jackson@cityofstarkville.org		3. Subgrant Number: ENF_AL-2026-ST-23-11					
		4. Grant Identifier (Funding Source & Year): 154 Alcohol FY26					
		5. Beginning and Ending Dates: October 1, 2025 – September 30, 2026					
		6. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method					
7. ALN # - 20.607		8. UEI # - JD6GFW5BX1L3			9. Congressional District: 3		
10. A.FAIN #: 69A37522300001540MSA 69A37523300001540MSA		11.A: Initial Federal Award Date: 5/16/2022 2/14/2023			11.C: Additional Federal Award Date:		
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:			12. Research and Development Grant: ____ Yes <u>X</u> No Continuation Grant: <u>X</u> Yes ____ No		
13. The following funds are obligated:							
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH		D. RATIO%	
(1) Personal Services-Salary	\$126,917.54	(1) Federal	\$126,917.54				
(2) Personal Services-Fringe	\$0.00	(2) State					
(3) Contractual Services	\$0.00	(3) Local					
(4) Travel	\$0.00	(4) Other					
(5) Equipment	\$0.00	Total:	\$126,917.54				
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:					
(7) Indirect Costs	\$0.00	Number of Grants: 2	154AL	402PT		TOTAL	
TOTAL	\$126,917.54	TOTAL:	\$126,917.54	\$24,257.00		\$151,174.54	
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.							
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.							
14. Approved for Grantee:				15. Approved for Sub-Grantee:			
Signature _____ Date _____ Helen Porter, Office Director, MS Office of Highway Safety				Signature _____ Date _____ Name: Lynn Spruill Title: Mayor, City of Starkville			
Signature _____ Date _____ Joshua Broman, Executive Director / Governor’s Representative							

FY26 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY26.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time and full-time) that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY26 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville/Starkville Police Department

List the target(s) that the sub-grantee will accomplish during the FY26 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will maintain the number of alcohol related fatalities from 0 in 2022 to 0 by the end of 2026.

The jurisdiction/agency of Starkville Police Department will reduce the number of alcohol related injuries from 8 in 2022 to 6 by the end of 2026.

Performance Measures:

Increase the number of grant funded DUI Arrest from 166 in FY24 to 200 in FY26.

Strategies:

Select or Hire Individual Officers

Overtime Enforcement

SFST Instructor

2 Alcohol Presentations

12 Checkpoints

25 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY26 MOHS TASKS BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 50 DUI Arrest during quarter, to reach a goal of 200 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$31,729.38

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 50 DUI Arrest during quarter, to reach a goal of 200 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$31,729.38

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 50 DUI Arrest during quarter, to reach a goal of 200 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$31,729.39

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 7 saturation patrols during quarter.

Issue a minimum of 50 DUI Arrest during quarter, to reach a goal of 200 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$31,729.39

FY26 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department				
2. Subgrant Number: ENF_AL-2026-ST-23-11	3. Grant ID: 154 Alcohol	4. Beginning: October 1, 2025	5. Ending: September 30, 2026	
6. Activity: DUI Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$26.25 per hour X @ approx. 2236 hrs = \$58,695.00	\$126,917.54		\$126,917.54
	Individual Officer @ approx. \$26.25 per hour X @ approx. 2236 hrs = \$58,695.00			
	Officers over-time or regular time above and beyond normal work hours @ approx. \$39.37 per hour X @ approx 242 hrs = \$9,527.54			
	Total Salaries = \$126,917.54			
TOTALS		\$126,917.54	\$0.00	\$126,917.54

Mississippi Office of Highway Safety

FY26 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.
- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees (no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of \$10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Agreements, Modifications and Revisions
- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
 - In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
 - All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
 - No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.
- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
 - Alcohol testing
 - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are **not** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3)). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)

Prohibit discrimination on the basis of sex.

SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)

Prohibits discrimination on the basis of age.

THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause, “During the performance of this contract/funding agreement, the contractor/funding recipient agrees”:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein.
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
 4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
 5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE)

Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
 - ▣ Unusual incidents of alcohol/ drug related crashes/fatalities
 - ▣ Alcohol/ drug impaired driving violations
 - ▣ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
 - ▣ Any other documented alcohol/ drug related vehicular incidents
 - ▣ Citation data related to restrained and unrestrained occupants

- ▯ Unusual incidents of unbelted crashes/fatalities
 - ▯ Seatbelt/Child restraint violations
 - ▯ Unusual incidents of teen crashes/fatalities
 - ▯ Unusual incidents of speed crashes/fatalities
2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
 3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
 4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
 5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
 6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154), and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober or Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day

State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance **(Applies only to Law Enforcement Liaison Sub-Grantees)**

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted.** Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "**SUB-GRANTEE**" has thoroughly considered the problem addressed in the application
(Program Funding Source) **154 ALCOHOL** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the
Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local
governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the Sub-Grantee,
(Name and Title of Representative)
an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the
amount of \$ _____ to be made to the Sub-Grantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board / Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption,
which was seconded by Alderman/Councilperson _____ and was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest By: _____

Title: _____

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the
(agency/department name) _____ has authorized and approved
(print designated secondary signatory official name) _____ to sign any/all forms
related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 8/5/2025
PAGE: 1 of 32

SUBJECT: Award for FY25 402 Police Traffic Services Grant. Requests permission to accept the award for grant funding for the continuation project of Police Traffic Services Enforcement. The grant is 100% reimbursable and funds approximately 600 hours in overtime for speeding, child restraint, and seatbelt enforcement. The grant will also fund the purchase of speed radar / lidar equipment used for grant enforcement.

AMOUNT & SOURCE OF FUNDING: \$24,257.00 FY25 402 PTS grant Mississippi Office of Highway Safety

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Sgt. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the City of Starkville to accept the 100% reimbursable grant funding in the area of Police Traffic Services Enforcement.

STAFF RECOMMENDATION:



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

July 22, 2025

Lynn Spruill, Mayor
City of Starkville
Starkville Police Department
110 West Main Street
Starkville, MS 39759

Project Number: PT-2026-PT-23-11
Funding Source and Title: 402 Police Traffic Services FY26

Dear Mayor Spruill:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Starkville Police Department** Grant Agreement for the Fiscal Year 2026. Your agency has been approved for **402 Police Traffic Services** funding, in the amount of **\$24,257.00**, pending final review and approval by NHTSA of the FY26 Annual Grant Application.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.), the PSP Executive Director/Governor's Representative and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY26 grant activities begin October 1, 2025 and must be concluded by September 30, 2026. In addition, the FY26 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 13, 2026.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY26. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 29, 2025.** Please make sure that you complete items 1-9 in their entirety and all documents are an [original signature signed in BLUE ink](#) by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

Mississippi Office of Highway Safety, P.O. Box 1633, Canton, Mississippi 39046

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees (PI&E and Enforcement grants)
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures (PI&E and Enforcement grants)
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2025–September 30, 2026)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

**Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director of Programs
P.O. Box 1633
Canton, Mississippi 39046**

Please feel free to contact Lekisha Noel, Occupant Protection/Police Traffic Services Division Director at 601-391-4920 or LNoel@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

Tenicia Speech

Tenicia L. Speech, Compliance Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY26 MOHS LAW ENFORCEMENT GRANT AGREEMENT**Mississippi Office of Highway Safety****P.O. Box 1633****Canton, MS 39046****Phone: (601) 391-4900**

1. Sub-grantee's Name & Mailing Address: City of Starkville Starkville Police Department 110 West Main Street Starkville, MS 39759 Telephone Number: (662) 323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: October 1, 2025 3. Subgrant Number: PT-2026-PT-23-11 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY26 5. Beginning and Ending Dates: October 1, 2025 – September 30, 2026 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. ALN # - 20.600		8. UEI # - JD6GFW5BX1L3	
10. A:FAIN #: 69A37522300004020MS0 69A3752230SUP4020MS0 69A37523300004020MS0 69A3752330SUP4020MS0		11.A: Initial Federal Award Date: 12/15/2021 11/30/2022	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date: 12. Research and Development Grant: ___ Yes ☒ No Continuation Grant: ☒ Yes ___ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$19,998.00	(1) Federal	\$24,257.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$4,259.00	Total:	\$24,257.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	402PT
TOTAL	\$24,257.00	TOTAL:	\$24,257.00
			\$126,917.54
			TOTAL
			\$151,174.54
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee: Signature _____ Date _____ Helen Porter, Office Director, MS Office of Highway Safety Signature _____ Date _____ Joshua Broman, Executive Director / Governor's Representative		15. Approved for Sub-Grantee: Signature _____ Date _____ Name: Lynn Spruill Title: Mayor, City of Starkville	

FY26 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY26.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time) that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY26 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Starkville/Starkville Police Department

List the target(s) that the sub-grantee will accomplish during the FY26 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Starkville Police Department will maintain the number of unbelted fatalities from 0 in 2022 to 0 by the end of 2026.

The jurisdiction/agency of Starkville Police Department will reduce the number of unbelted injuries from 15 in 2022 to 11 by the end of 2026.

The jurisdiction/agency of Starkville Police Department will maintain the number of speed fatalities from 0 in 2022 to 0 by the end of 2026.

The jurisdiction/agency of Starkville Police Department will reduce the number of speed injuries from 24 in 2022 to 20 by the end of 2026.

Performance Measures:

Increase the number of grant funded Seatbelt citations from 213 in FY24 to 250 in FY26.

Increase the number of grant funded Child Restraint citations from 16 in FY24 to 25 in FY26.

Increase the number of grant funded Speed citations from 16 in FY24 to 30 in FY26.

Strategies:

Overtime Enforcement

12 Checkpoints

25 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY26 MOHS TASKS BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 62 Seat Belt citations during quarter, to reach a goal of 250 for FY2026.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2026.

Issue a minimum of 7 Speed citations during quarter, to reach a goal of 30 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$6,064.25

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 62 Seat Belt citations during quarter, to reach a goal of 250 for FY2026.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2026.

Issue a minimum of 7 Speed citations during quarter, to reach a goal of 30 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$6,064.25

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 7 saturation patrols during quarter.

Issue a minimum of 63 Seat Belt citations during quarter, to reach a goal of 250 for FY2026.

Issue a minimum of 7 Child Restraint citations during quarter, to reach a goal of 25 for FY2026.

Issue a minimum of 8 Speed citations during quarter, to reach a goal of 30 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$6,064.25

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Starkville/Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 63 Seat Belt citations during quarter, to reach a goal of 250 for FY2026.

Issue a minimum of 6 Child Restraint citations during quarter, to reach a goal of 25 for FY2026.

Issue a minimum of 8 Speed citations during quarter, to reach a goal of 30 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$6,064.25

FY26 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/Starkville Police Department				
2. Subgrant Number: PT-2026-PT-23-11	3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2025	5. Ending: September 30, 2026	
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$33.33 per hour X @ approx. 600 hrs = \$19,998.00 Total Salaries = \$19,998.00	\$19,998.00		\$19,998.00
Equipment	Stalker Lidar RLR – w/BT, DL & FTC, batteries, dual bay charger – (1) x @ approx. \$2,560.00 each = \$2,560.00 Dual – 2 Antenna Radar System – (1) x @ approx. \$1,699.00 each = \$1,699.00 Total Equipment = \$4,259.00	\$4,259.00		\$4,259.00

TOTALS	\$24,257.00	\$0.00	\$24,257.00
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Mississippi Office of Highway Safety

FY26 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.
- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees (no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of \$10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Agreements, Modifications and Revisions
- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
 - In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
 - All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
 - No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.
- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
 - Alcohol testing
 - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are **not** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3)). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)

Prohibit discrimination on the basis of sex.

SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)

Prohibits discrimination on the basis of age.

THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause, “During the performance of this contract/funding agreement, the contractor/funding recipient agrees”:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein.
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
 4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
 5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE)

Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
 - ▣ Unusual incidents of alcohol/ drug related crashes/fatalities
 - ▣ Alcohol/ drug impaired driving violations
 - ▣ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
 - ▣ Any other documented alcohol/ drug related vehicular incidents
 - ▣ Citation data related to restrained and unrestrained occupants

- ▯ Unusual incidents of unbelted crashes/fatalities
 - ▯ Seatbelt/Child restraint violations
 - ▯ Unusual incidents of teen crashes/fatalities
 - ▯ Unusual incidents of speed crashes/fatalities
2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
 3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
 4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
 5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
 6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154), and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include **Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include **Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober or Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day

State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance **(Applies only to Law Enforcement Liaison Sub-Grantees)**

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted.** Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "**SUB-GRANTEE**" has thoroughly considered the problem addressed in the application
(Program Funding Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, 20____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the Sub-Grantee,
(Name and Title of Representative)
an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board / Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption,
which was seconded by Alderman/Councilperson _____ and was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest By: _____

Title: _____

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the
(agency/department name) _____ has authorized and approved
(print designated secondary signatory official name) _____ to sign any/all forms
related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: AUGUST 5, 2025
PAGE: 1 of**

SUBJECT:

Request authorization to trade (60) Glock 17 with (3) magazines and our inventory of abandoned property, and to purchase (60) Glock 47 MOS FXD with (3) magazines from The Southern Connection, which is the only Glock dealership in the state, for a total cost of \$3,439.40. Remove from city inventory the attached serial number list of Officers Glocks and abandoned property.

AMOUNT & SOURCE OF FUNDING:

Line Item #001-201-556-251

FISCAL NOTE:

The Southern Connection:

(60) Glock 47 MSO FXD with (3) magazines	\$32,039.40
Less trade in (60 Glock 17 with (3) magazines)	- \$15,000.00
Less trade in inventory abandoned property	<u>- \$13,600.00</u>
Total owed	\$ 3,439.40

REQUESTING

DEPARTMENT: STARKVILLE POLICE DEPT

DIRECTOR'S

AUTHORIZATION: CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move authorization to trade (60) Glock 17 with (3) magazines and our inventory of abandoned property, and to purchase (60) Glock 47 MOS FXD with (3) magazines from The Southern Connection, which is the only Glock dealership in the state, for a total cost of \$3,439.40. Remove from city inventory the attached serial number list of Officers Glocks and abandoned property.

Purchasing 60 Glock 47 MOS FXD with 3 magazines for a total of		\$32,039.40
Trading 60 Glock 17 with 3 mags	Credit	-\$15,000.00
Trading inventory property weapons	Credit	-\$13,600.00
Total Owed		\$3,439.40

274 COMMERCE PARK DR, STE M
Ridgeland, MS 39157
Bryan Wheeler, Owner
Cell: 630-750-4200
Email: tscps@bellsouth.net

Date	7/21/2025
Quote No	10589A
Valid From	7/21/2025
Valid to:	10/19/2025

Email: J.WILSON@CITYOFSTARKVILLE.ORG

Delivery	Delivery Via	Terms
90 Days ARO	Best Way	Net 30

- Govt Agency prices do not include sales tax or FET, where applicable
- Prices are due and payable NET 30 days for each invoice
- Trade-in pistols must be in good, serviceable working order
- Deductions made if trade-ins are damaged or not as specified.
- Trade-in or exchange pistols must be turned in within 15 days after receipt of new GLOCKs, unless other arrangements have been made and approved
- All firearms traded to The Southern Connection are subject to being refurbished and sold to other Federally Licensed firearms distributors.
- There is a Limited Lifetime Warranty on GLOCK guns & parts, including postage, labor and replacement parts.
- The Agency agrees that they will not trade in the pistols quoted above for a period of 2 years with the exception of trading to upgrade to new GLOCK pistols

Authorized Signature

Date _____

USE FACTORY AMMUNITION ONLY

QUOTE
**THE
SOUTHERN
CONNECTION**

274 COMMERCE PARK DR, STE M

Ridgeland, MS 39157

Bryan Wheeler, Owner

Cell: 630-750-4200

Email: tscps@bellsouth.net

STARKVILLE POLICE DEPARTMENT
101 E LAMPKIN ST
STARKVILLE, MS 39759

Date 7/16/2025**Quote No****Valid From** 7/16/2025**Valid to:** 10/14/2025**ATTN: LT. JOSH WILSON**

Email: J.WILSON@CITYOFSTARKVILLE

QUOTATION

Delivery 90 Days ARO		Delivery Via Best Way		Terms Net 30	
Quantity	Description	Serial Number		Cost	Extension
-1	AG	MODEL 9	174123	\$62.67	(\$62.67)
-1	ARMINIUS	TITAN TIGER	102998	\$62.67	(\$62.67)
-1	ARMINIUS	SPORTWAFF	1358773	\$62.67	(\$62.67)
-1	F.I.E CORP	TITAN TIGER	834627	\$62.67	(\$62.67)
-1	ARMINIUS	TITAN TIGER	43833	\$62.67	(\$62.67)
-1	BERETTA	92FS	BER508788	\$62.67	(\$62.67)
-1	BERSA	THUNGER	787465	\$62.67	(\$62.67)
-1	BROWNING	BABY BROW	404336	\$62.67	(\$62.67)
-1	BROWNING	BABY BROW	369175	\$62.67	(\$62.67)
-1	BRYCO ARMS	JENNINGS N	1539926	\$62.67	(\$62.67)
-1	BRYCO ARMS	JENNINGS N	1546122	\$62.67	(\$62.67)
-1	BRYCO ARMS	MODEL 25	1199262	\$62.67	(\$62.67)
-1	BRYCO ARMS	JENNINGS N	1401692	\$62.67	(\$62.67)
-1	BRYCO ARMS	JENNINGS N	1394723	\$62.67	(\$62.67)
-1	JENNINGS	BRYCO 58	996660	\$62.67	(\$62.67)
-1	BRYCO ARMS	JENNINGS N	1575713	\$62.67	(\$62.67)
-1	BRYCO ARMS	BRYCO 38	1286834	\$62.67	(\$62.67)
-1	BRYCO ARMS	BRYCO 38	1552629	\$62.67	(\$62.67)

-1	BRYCO ARMS	MODEL 48	903644	\$62.67	(\$62.67)
-1	JENNINGS	MODEL 48	581451	\$62.67	(\$62.67)
-1	BRYCO ARMS	BRYCO 38	1225362	\$62.67	(\$62.67)
-1	CDM PROD. INC	CDM	338890	\$62.67	(\$62.67)
-1	CHARTER ARMS	BULLDOG	848257	\$62.67	(\$62.67)
-1	CLERKE	CLERKE 1ST	256051	\$62.67	(\$62.67)
-1	CLERKE	CLERKE 1ST	2936	\$62.67	(\$62.67)
-1	CLERKE	CLERKE 1ST	270253	\$62.67	(\$62.67)
-1	COBRA	FS380	FS018478	\$62.67	(\$62.67)
-1	COBRA	FS380	FG081826	\$62.67	(\$62.67)
-1	COLT	POCKET POS	117701	\$62.67	(\$62.67)
-1	COLT	DELTA ELITE	DS10939	\$62.67	(\$62.67)
-1	COLT	TROOPER	83777	\$62.67	(\$62.67)
-1	COLT	MK IV OFFIC	FA20024	\$62.67	(\$62.67)
-1	DAVIS INDUSTRIES	P-32	AP455593	\$62.67	(\$62.67)
-1	DAVIS INDUSTRIES	P-380	AP330954	\$62.67	(\$62.67)
-1	DAVIS INDUSTRIES	P-380	AP174229	\$62.67	(\$62.67)
-1	DIAMONDBACK	FS NINE	FA8824	\$62.67	(\$62.67)
-1	F.I.E CORP	E380-S.S.P	BH16273	\$62.67	(\$62.67)
-1	F.I.E CORP	STANDARD	ST21557	\$62.67	(\$62.67)
-1	F.I.E CORP	TITAN	ED02509	\$62.67	(\$62.67)
-1	F.I.E CORP	E28	DK24089	\$62.67	(\$62.67)
-1	F.I.E CORP	GUARDIAN	G65152	\$62.67	(\$62.67)
-1	FM	HI-POWER	401579	\$62.67	(\$62.67)
-1	GABILONDO	LLAMA MIN	07-04-20668-98	\$62.67	(\$62.67)
-1	GABILONDO	LLAMA	79777	\$62.67	(\$62.67)
-1	GLOCK	G22	AKS596US	\$62.67	(\$62.67)

-1	GLOCK	G30	MVY519	\$62.67	(\$62.67)
-1	GLOCK	G23	DKS019US	\$62.67	(\$62.67)
-1	GLOCK	G30	HRZ663	\$62.67	(\$62.67)
-1	GLOCK	G17	KSL482	\$62.67	(\$62.67)
-1	GLOCK	G30	KFN714	\$62.67	(\$62.67)
-1	GLOCK	G26	DUE426US	\$62.67	(\$62.67)
-1	GLOCK	G23	MMF922	\$62.67	(\$62.67)
-1	GLOCK	G22	BAHS411	\$62.67	(\$62.67)
-1	GLOCK	G22	UEW463	\$62.67	(\$62.67)
-1	GLOCK	G17	ZBF168	\$62.67	(\$62.67)
-1	GLOCK	G19X	BHXA900	\$62.67	(\$62.67)
-1	GLOCK	G43X	BVWN078	\$62.67	(\$62.67)
-1	H&R	TOPPER MOI	AU407022	\$62.67	(\$62.67)
-1	HERRITAGE MFG	ROUGH RID	HZ80090	\$62.67	(\$62.67)
-1	HERRITAGE MFG	SENTRY	EB0140	\$62.67	(\$62.67)
-1	HERRITAGE MFG	SENTRY	PS01053	\$62.67	(\$62.67)
-1	HI-POINT	CF380	P805825	\$62.67	(\$62.67)
-1	HI-POINT	JC40	111607	\$62.67	(\$62.67)
-1	HI-POINT	JCP	X7252618	\$62.67	(\$62.67)
-1	HI-POINT	C9	P1309409	\$62.67	(\$62.67)
-1	HI-POINT	C9	P155458	\$62.67	(\$62.67)
-1	HI-POINT	JCP	X717614	\$62.67	(\$62.67)
-1	HI-POINT	JCP	X783321	\$62.67	(\$62.67)
-1	HI-POINT	JHP	X441124	\$62.67	(\$62.67)
-1	HI-POINT	JHP	X4138171	\$62.67	(\$62.67)
-1	HI-POINT	C9	P1417877	\$62.67	(\$62.67)
-1	HI-POINT	CF380	P819256	\$62.67	(\$62.67)

-1	HI-POINT	C9	P1516273	\$62.67	(\$62.67)
-1	HI-POINT	C9	P111011	\$62.67	(\$62.67)
-1	HI-POINT	C9	P1378530	\$62.67	(\$62.67)
-1	HI-POINT	C9	P837238	\$62.67	(\$62.67)
-1	HI-POINT	CF380	P215792	\$62.67	(\$62.67)
-1	HI-POINT	C9	X4110323	\$62.67	(\$62.67)
-1	HI-POINT	JHP	P1263551	\$62.67	(\$62.67)
-1	HI-POINT	C9	P1382503	\$62.67	(\$62.67)
-1	HI-POINT	C9	P1540767	\$62.67	(\$62.67)
-1	HI-POINT	C9	P1819805	\$62.67	(\$62.67)
-1	HI-POINT	C9	P758460	\$62.67	(\$62.67)
-1	HI-POINT	CF380	P843923	\$62.67	(\$62.67)
-1	HI-POINT	CF380	P8121004	\$62.67	(\$62.67)
-1	HI-POINT	CF380	P8073836	\$62.67	(\$62.67)
-1	HK	USP	24-1161686	\$62.67	(\$62.67)
-1	IMEZ	IZHEVSK	BKK3372	\$62.67	(\$62.67)
-1	INTERARMS	HELWAN	1075433	\$62.67	(\$62.67)
-1	INTRATEC	AB-10	A052326	\$62.67	(\$62.67)
-1	JENNINGS	BRYCO 48	843077	\$62.67	(\$62.67)
-1	JENNINGS	J-22	554850	\$62.67	(\$62.67)
-1	JENNINGS	BRYCO 38	610867	\$62.67	(\$62.67)
-1	BRYCO ARMS	JENNINGS N	1501073	\$62.67	(\$62.67)
-1	JENNINGS	J-22	731298	\$62.67	(\$62.67)
-1	JENNINGS	J-22	386141	\$62.67	(\$62.67)
-1	JIMENEZ ARMS	J.A. 380	122891	\$62.67	(\$62.67)
-1	JIMENEZ ARMS	J.A. NINE	127713	\$62.67	(\$62.67)
-1	JIMENEZ ARMS	J.A. 22	1132215	\$62.67	(\$62.67)

-1	JIMENEZ ARMS	J.A. 380	16287	\$62.67	(\$62.67)
-1	JIMENEZ ARMS	J.A. NINE	192593	\$62.67	(\$62.67)
-1	JIMENEZ ARMS	J.A. 25	275804	\$62.67	(\$62.67)
-1	JIMENEZ ARMS	J.A. 380	45076	\$62.67	(\$62.67)
-1	KEL-TEC	P-11	AGP74	\$62.67	(\$62.67)
-1	LLAMA	MINIMAX 45	07-04-07190-96	\$62.67	(\$62.67)
-1	LORCIN ENG.	L380	546912	\$62.67	(\$62.67)
-1	LORCIN ENG.	L380	498417	\$62.67	(\$62.67)
-1	LORCIN ENG.	L25	153800	\$62.67	(\$62.67)
-1	LORCIN ENG.	L380	142508	\$62.67	(\$62.67)
-1	LORCIN ENG.	L380	546603	\$62.67	(\$62.67)
-1	LORCIN ENG.	L-25	332890	\$62.67	(\$62.67)
-1	LORCIN ENG.	L380	474477	\$62.67	(\$62.67)
-1	LORCIN ENG.	L-25	116315	\$62.67	(\$62.67)
-1	LORCIN ENG.	L380	491346	\$62.67	(\$62.67)
-1	LORCIN ENG.	L380	264257	\$62.67	(\$62.67)
-1	MASTERPIECE ARMS	DEFENDER	F15607	\$62.67	(\$62.67)
-1	MONDIAL	MODEL 999	A61726	\$62.67	(\$62.67)
-1	FOLSOM ARMS	DOUBLE BA	320430	\$62.67	(\$62.67)
-1	NORINCO	MODEL 54-1	38002913	\$62.67	(\$62.67)
-1	NORINCO	MODEL 213	613602	\$62.67	(\$62.67)
-1	NORTH AMERICAN ARM	DERRINGER	G53155	\$62.67	(\$62.67)
-1	F.I.E CORP	MODEL 38	F99137	\$62.67	(\$62.67)
-1	PHEONIX ARMS	HP22	4001030	\$62.67	(\$62.67)
-1	PHEONIX ARMS	HP22	4254975	\$62.67	(\$62.67)
-1	PUCARA	MODEL 226	C32817	\$62.67	(\$62.67)
-1	IMEZ	IJ70-17A	BTM3068	\$62.67	(\$62.67)

-1	RAVEN ARMS	MP-25	1551891	\$62.67	(\$62.67)
-1	RAVEN ARMS	MP-25	479903	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG39	X014532	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG31	Q221823	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG31	Q110691	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG31	2838	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG31	Q197609	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG14S	Z056224	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG40	R145709	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG14S	Z087924	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG10	789840	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG14	427818	\$62.67	(\$62.67)
-1	RG INDUSTRIES	RG38	130440	\$62.67	(\$62.67)
-1	RG INDUSTRIES	PUPPY	51155	\$62.67	(\$62.67)
-1	ROSSI	M685	AA087591	\$62.67	(\$62.67)
-1	ROSSI	M68	AA508812	\$62.67	(\$62.67)
-1	ROSSI	462	Y1339106	\$62.67	(\$62.67)
-1	ROSSI	M58	AA232386	\$62.67	(\$62.67)
-1	ROSSI	M68	AA471595	\$62.67	(\$62.67)
-1	ROSSI	M685	AA088814	\$62.67	(\$62.67)
-1	ROSSI	M335	D830327	\$62.67	(\$62.67)
-1	ROSSI	M971	F165398	\$62.67	(\$62.67)
-1	ROSSI	M88	W373415	\$62.67	(\$62.67)
-1	RUGER	P95	317-29639	\$62.67	(\$62.67)
-1	RUGER	MKII 22/45	228-37505	\$62.67	(\$62.67)
-1	RUGER	LC380	325-63376	\$62.67	(\$62.67)
-1	RUGER	SR40C	345-02512	\$62.67	(\$62.67)

-1	RUGER	P90DC	661-13306	\$62.67	(\$62.67)
-1	RUGER	SR22	360-57667	\$62.67	(\$62.67)
-1	RUGER	AMERICAN	8861-05950	\$62.67	(\$62.67)
-1	RUGER	LC9s	329-73222	\$62.68	(\$62.68)
-1	RUGER	SR40C	345-04324	\$62.68	(\$62.68)
-1	RUGER	P95	317-67283	\$62.68	(\$62.68)
-1	RUGER	P95DC	313-80678	\$62.68	(\$62.68)
-1	S&W ARMS	S&W K2	T1102-13Y00388	\$62.68	(\$62.68)
-1	SCCY	CPX-2	84175	\$62.68	(\$62.68)
-1	SCCY	CPX-2	317175	\$62.68	(\$62.68)
-1	S&W	MODEL 19	ALC7979	\$62.68	(\$62.68)
-1	S&W	SW40VE	RBM9260	\$62.68	(\$62.68)
-1	S&W	SW40VE	DSE1771	\$62.68	(\$62.68)
-1	S&W	PRE-10	453031	\$62.68	(\$62.68)
-1	S&W	SW40G	PBH2048	\$62.68	(\$62.68)
-1	S&W	SW40VE	RAN9538	\$62.68	(\$62.68)
-1	S&W	686	AJZ7808	\$62.68	(\$62.68)
-1	S&W	SD9VE	FXL1315	\$62.68	(\$62.68)
-1	S&W	M&P 9	DWY6915	\$62.68	(\$62.68)
-1	S&W	M&P 40	HTB1627	\$62.68	(\$62.68)
-1	S&W	37	698579	\$62.68	(\$62.68)
-1	S&W	22A-1	UBJ1829	\$62.68	(\$62.68)
-1	S&W	SD40VE	HEV1072	\$62.68	(\$62.68)
-1	S&W	SD9VE	DSD0744	\$62.68	(\$62.68)
-1	S&W	36	J143250	\$62.68	(\$62.68)
-1	S&W	38	K645244	\$62.68	(\$62.68)
-1	S&W	SD9	FZC2953	\$62.68	(\$62.68)

-1	S&W	M&P SHIELD	JHM5022	\$62.68	(\$62.68)
-1	S&W	M&P	HKT4714	\$62.68	(\$62.68)
-1	SPRINGFIELD ARMORY	XD	US264629	\$62.68	(\$62.68)
-1	SPRINGFIELD ARMORY	XDS	XS659233	\$62.68	(\$62.68)
-1	SPRINGFIELD ARMORY	XDM	MG233246	\$62.68	(\$62.68)
-1	SPRINGFIELD ARMORY	XD	US943139	\$62.68	(\$62.68)
-1	SPRINGFIELD ARMORY	XD	AT114937	\$62.68	(\$62.68)
-1	SPRINGFIELD ARMORY	XDM	MG484248	\$62.68	(\$62.68)
-1	STALLARD ARMS INC	JS-9	59352	\$62.68	(\$62.68)
-1	STOEGER	COUGAR 80	T6429-14D00591	\$62.68	(\$62.68)
-1	RUGER	P89	305-51755	\$62.68	(\$62.68)
-1	TAURUS	85	NE18778	\$62.68	(\$62.68)
-1	TAURUS	PT-145	NCU68543	\$62.68	(\$62.68)
-1	TAURUS	PT111	TAT73667	\$62.68	(\$62.68)
-1	TAURUS	PT24/7 PRO	TAN16780	\$62.68	(\$62.68)
-1	TAURUS	PT140	SXE80929	\$62.68	(\$62.68)
-1	TAURUS	689	JG327614	\$62.68	(\$62.68)
-1	TAURUS	JUDGE	CY965315	\$62.68	(\$62.68)
-1	TAURUS	PT-92	B59487	\$62.68	(\$62.68)
-1	TAURUS	605	TC17777	\$62.68	(\$62.68)
-1	TAURUS	709 SLIM	THU13413	\$62.68	(\$62.68)
-1	TAURUS	PT24/7 G2	SES42645	\$62.68	(\$62.68)
-1	TAURUS	PT100 AF	SAO40252	\$62.68	(\$62.68)
-1	TAURUS	709 SLIM	TJT03284	\$62.68	(\$62.68)
-1	TAURUS	PT738	65087E	\$62.68	(\$62.68)
-1	TAURUS	PT1911	NB088207	\$62.68	(\$62.68)
-1	TAURUS	85	IP91468	\$62.68	(\$62.68)

-1	TAURUS	PT111	TKS28312	\$62.68	(\$62.68)
-1	TAURUS	G2C	TLT14270	\$62.68	(\$62.68)
-1	TAURUS	PT-111	TKW37360	\$62.68	(\$62.68)
-1	TAURUS	G2S	TLU25946	\$62.68	(\$62.68)
-1	TAURUS	G2C	TMA82977	\$62.68	(\$62.68)
-1	TITAN MFG	TITAN	B25644	\$62.68	(\$62.68)
-1	WALTHER	P38	7871	\$62.68	(\$62.68)
-1	WALTHER	P99AS	FAN7857	\$62.68	(\$62.68)
-1	WINCHESTER	MODEL 1200	L565098	\$62.68	(\$62.68)
-1	ZORAKI	M906	27017	\$62.68	(\$62.68)
				Grand Total:	(\$13,600.00)

- Govt Agency prices do not include sales tax or FET, where applicable
- Prices are due and payable NET 30 days for each invoice
- Trade-in pistols must be in good, serviceable working order
- Deductions made if trade-ins are damaged or not as specified.
- Trade-in or exchange pistols must be turned in within 15 days after receipt of new GLOCKS, unless other arrangements have been made and approved
- All firearms traded to The Southern Connection are subject to being refurbished and sold to other Federally Licensed firearms distributors.
- There is a Limited Lifetime Warranty on GLOCK guns & parts, including postage, labor and replacement parts.
- The Agency agrees that they will not trade in the pistols quoted above for a period of 2 years with the exception of trading to upgrade to new GLOCK pistols

// Bryan Wheeler //

Authorized Signature

7/16/2025

USE FACTORY AMMUNITION ONLY

Date

GLOCK17: BGMR506

GLOCK17: BGEV835

GLOCK17: BGLW430



GLOCK17: BGLW409



GLOCK17: BGLW427

GLOCK17: BGLW429

GLOCK17: BGEV832

GLOCK17: BGLW433

GLOCK17: BGLW412

GLOCK 17: BHMS006

GLOCK17: BGEV831

GLOCK17: BGLW404

GLOCK17: BGLW805

GLOCK17: BGEV808

GLOCK17: BGLW800



GLOCK17: BGEV830

GLOCK17: BGLW403

GLOCK 17: BHMS009

GLOCK17: BGLW435

GLOCK 17: BHGH219

GLOCK17: BGEV813

GLOCK17: BGLW432

GLOCK17: BGEV814

GLOCK17: BGEV811



GLOCK17: BGEV815

GLOCK17: BGLW423

GLOCK17: BGUE829



GLOCK17: BGEV817



GLOCK17: BHMS008

GLOCK17: BGLW424



GLOCK17: BGLW436

GLOCK17: B6LW415

GLOCK17: BGLW431

GLOCK17: BGBV834

GLOCK17: BGLW425

GLOCK17: BGLW803

GLOCK17: BGLW422

GLOCK17: BGEV821

GLOCK17: BGLW802

GLOCK17: BGLW426

GLOCK17: BGLW437

GLOCK 17: BGEV809

GLOCK17: BGLW400

GLOCK17: BGLW407

GLOCK17: BGEV819

GLOCK17: BGEV816

GLOCK17: BGEV810

GLOCK17: BGEV836

GLOCK17: BGLW405

GLOCK17: BGEV820

GLOCK17: BGLW414

GLOCK17: BGEV828

GLOCK17: BGLW416

GLOCK17: BGLW421

GLOCK17: BGEV837

GLOCK17: BGEV812

GLOCK17: BGMR507

GLOCK17: BGLW434

GLOCK17: BGLW801

GLOCK17: BGLW413



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: AUGUST 5, 2025
PAGE: 1 of**

SUBJECT:

Request approval to extend the services with Lexis Nexis Risk Solutions to provide Starkville Police Dept. with access to the Accurant TraX Services, an investigative solution suite providing identity data and law enforcement data with detail call record analysis at an annual subscription fee of \$5,100.00. The terms being 12 months beginning September 1, 2025, automatically renewed with a 5% increase each year, an additional period of 12 months unless written notice of termination provided by either party 60 days prior to renewal term.

AMOUNT & SOURCE OF FUNDING:

Line Item #001-201-645-420 / SOFTWARE

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Lt. Tyler Davis 662-323-4131

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to extend the services with Lexis Nexis Risk Solutions to provide Starkville Police Dept. with access to the Accurant TraX Services at an annual subscription fee of \$5,100.00 beginning September 1, 2025, and automatically renewed with a 5% increase each year.

LexisNexis® Risk Solutions

**SCHEDULE A
Accurint TraX
Online (Subscription)**

Customer Name:	<u>City of Starkville Police Department</u>
Billgroup #:	<u>ACC-6953993</u>
LN Account Manager:	<u>Kimberly LaRue</u>

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint TraX services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning September 1, 2025 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT TRAX FEES

2.1 Annual Subscription Fee: Beginning on the effective date hereof, Customer shall pay to LN each 12-month period ("Year") an annual subscription fee of \$5,100.00 ("Annual Subscription Fee") in exchange for access to and use of the Accurint TraX service.

2.2 Fee Increases: At the end of each Year, the fees herein will be increased 5.00%.

2.3 Accurint TraX Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **August 11, 2025**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

July 28, 2025

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: City of Starkville Police Department

Signed: Mark Ballard
Name: Mark Ballard
Job Title: Chief of Police
Date: 7/28/25



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: AUGUST 5, 2025
PAGE: 1 of**

SUBJECT:

Request approval to enter a Non-Compensated Special Investigator Contract under Mississippi Code Section 41-29-112, between The Mississippi Bureau of Narcotics (MBN), Investigator Michael McClendon and Starkville Police Department.

MBN appoints Investigator Michael McClendon as a non-compensated Special Contract Investigator under MS Code 41-29-112 by the conditions set forth in the attached contract.

AMOUNT & SOURCE OF FUNDING:

Line Item #

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to enter a Non-Compensated Special Investigator Contract under Mississippi Code Section 41-29-112, between The Mississippi Bureau of Narcotics (MBN), Investigator Michael McClendon and Starkville Police Department.

NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
MICHAEL McCLENDON, AND STARKVILLE POLICE DEPARTMENT

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

1.0 PARTIES

The parties to this contract are the MISSISSIPPI BUREAU OF NARCOTICS, hereinafter referred to as "MBN" and generally as "State;" MICHAEL McCLENDON, hereinafter referred to as McCLENDON, and generally as "SCI;" and STARKVILLE POLICE DEPARTMENT, hereinafter referred to as STARKVILLE P.D. and generally as "EMPLOYER."

2.0 SCOPE OF WORK

All services listed herein are to be performed by McCLENDON unless otherwise noted.

2.1 Goal

Pursuant to Mississippi Code Section 41-29-112, the Director of MBN desires the services of a Special Contract Investigator to detect and apprehend violators of the criminal statutes pertaining to possession, sale or use of narcotics or other dangerous drugs. Employer desires SCI to be appointed as a non-compensated Special Contract Investigator to support its local law enforcement efforts.

2.2 Scope of Work

2.2.1 SCI will be known and will identify himself/herself as a Special Contract Investigator for MBN when acting under his/her authority as a non-compensated Special Contract Investigator for MBN.

2.2.2 SCI agrees and promises to perform services and duties as assigned by the Director of MBN or his designee. Such services and duties to be assigned SCI shall be consistent with the accomplishment of the intent, purpose and objective of the Uniform Controlled Substances Law, Mississippi Code Section 41-29-101, *et. seq.* SCI will be assigned duties and have authority to act in cases related to drug investigations with MBN.

2.2.3 SCI agrees to faithfully perform the duties assigned to him/her by MBN to the best of his/her ability. Further, SCI agrees to keep inviolate the confidences, secrets, and non-public information of MBN, whether written or oral, and will not communicate same in any way unless authorized to do so.

2.2.4 SCI agrees that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local government agency. Duties performed and time devoted in furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCI if otherwise employed or officially appointed.

- 2.2.5 SCI agrees to abide by applicable MBN policies, methods, and procedures, including field testing, chain of custody, evidence handling, case reporting, and handling of public funds. MBN agrees to train SCI in such policies, methods, and procedures.
- 2.2.6 SCI agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the direct supervision, direction and control of the Director of MBN or his designee.
- 2.2.7 SCI shall have the authority to arrest when acting under the scope of this contract.
- 2.2.8 SCI shall, as a condition of appointment as a Special Contract Investigator, meet the same requirements imposed on all MBN agents, including background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations, provided that SCI is not less than eighteen (18) years of age.
- 2.2.9 SCI understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the discretion of the Director of MBN or his designee or the Commissioner of the Mississippi Department of Public Safety or his designee.
- 2.2.10 SCI agrees to provide MBN upon demand with information required to conduct a background investigation, along with satisfactory results of polygraph and urinalysis testing from sources acceptable to MBN.

3.0 ELIGIBILITY

3.1 Certified Law Enforcement Officer

SCI covenants as an express condition of his/her eligibility to become a non-compensated Special Contract Investigator that he/she is qualified to be a Mississippi Law Enforcement Officer under the provisions of Mississippi Code Section 45-6-11 and that he/she holds a valid professional certificate issued by the Mississippi Board of Law Enforcement Officer Standards and Training.

3.2 Firearms Qualification

SCI must complete firearms training and meet standards, as required by MBN, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of the SCI and Employer.

3.3 Non-MBN Employee

Pursuant to Mississippi Code Section 41-29-112, SCI shall not be considered an employee of MBN for any purpose. SCI is a regular, full-time employee of STARKVILLE P.D. and while functioning as such, should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment.

4.0 STATUS OF SPECIAL CONTRACT INVESTIGATOR

4.1 No Entitlements of Employment with MBN

While functioning as a non-compensated Special Contract Investigator, SCI shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the Mississippi State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provisions specifically relating to public employment, to the extent that said provisions apply generally to MBN. While functioning as a non-compensated Special Contract Investigator, SCI shall not be entitled to participate in any group health or life insurance plan offered by MBN or the State of Mississippi through MBN, nor shall SCI be entitled by this contract to coverage by the Mississippi Workers' Compensation Commission as applicable to MBN or the Mississippi Department of Public Safety.

4.2 No Entitlement to Current or Future Employment

The relationship now being formed does not guarantee full employment either in the present or future for SCI with MBN or the Mississippi Department of Public Safety.

4.3 Independent Contractor

SCI shall be an independent contractor and not receive compensation from MBN or the Mississippi Department of Public Safety.

4.4 Credentials

Badges, weapons, and other personal equipment will be furnished by the Employer. MBN will only furnish appropriate credentials for SCI.

4.5 Legal Representation

SCI shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded to SCI by MBN or the Mississippi Department of Public Safety for claims or criminal charges arising from the performance of duties under this agreement. Said representation must be provided by Employer.

5.0 PERIOD OF PERFORMANCE

This contract shall commence on the date the contract is fully executed by all required signatories, notwithstanding the fact that this agreement may or may not be executed by the parties on the same date. This agreement shall terminate on **JUNE 30, 2026**, unless terminated otherwise as stated below or if SCI leaves employment with Employer or SCI is deceased. However, in no case shall the duration of this contract exceed one year.

6.0 CONSIDERATION AND PAYMENT

This is a non-compensated position. The consideration for this contract shall be the provision by MBN of supporting local law enforcement, including STARKVILLE P.D., through the addition of Special Contract Investigators to MBN's enforcement efforts.

7.0 GENERAL TERMS AND CONDITIONS

This contract is subject to and incorporates the following terms and conditions governing the contract between MBN and SCI for professional services:

7.1 Governing Law

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

7.2 Sovereign Immunity

MBN and the Mississippi Department of Public Safety, an agency of the State of Mississippi, in no way waive sovereign immunity, and such shall be controlling over any conflicting provision contained herein.

7.3 Termination for Convenience

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the MBN, Attn: Director, P.O. Box 720519, Byram, MS 39272, or to SCI at 101 E. Lampkin Street Starkville, MS 39759. Notice of termination to Employer will also be given by MBN. Notice pursuant to this paragraph shall be deemed sufficient for all purposes.

7.4 Termination for Cause

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCI or Employer.

7.5 Fitness for Duty Determination

MBN shall have sole discretion to determine whether SCI is capable of fully performing the duties required of him/her by this contract.

7.6 Assignability

SCI acknowledges that he/she was selected by MBN to perform the services required hereunder based, in part, upon the SCI's special skills and expertise. SCI shall not be assigned, subcontract, or otherwise transfer this agreement, in whole or in part.

7.7 Waiver

SCI agrees and promises to make no claim against the Director of MBN, nor against any Agent, employee, Special Contract Agent, or other Special Contract Investigator of MBN, or against the Mississippi Department of Public Safety, for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCI's duties. SCI assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waive any and all notice of the existence of such conditions.

7.8 Insurance

SCI agrees and promises that he is an authorized employee of STARKVILLE P.D. and that prior to entering upon the discharge of duties as a non-compensated Special Contract Investigator, he/she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his/her office and said bond covers SCI when working outside the jurisdiction of Employer as a non-

compensated Special Contract Investigator. Said surety bond is attached as "Addendum D." and is incorporated herein by reference. Any and all liability to third persons not parties to this agreement shall be the total responsibility of SCI or Employer. Employer certifies that it has liability insurance that covers SCI's performance of his/her duty as a non-compensated Special Contract Investigator and said insurance is effective outside the jurisdiction of Employer.

If the Employer's insurance will cover the SCI's liability while outside his or her employer's jurisdiction, the requirement for a surety bond will be waived. To receive this waiver the Employer must provide a statement to this affect to MBN on letterhead which is signed by the Authorizing Authority at the Employer.

7.9 Miscellaneous

Any requirement that SCI adhere to the policies and procedures of the MBN General Orders does not cause the incorporation, by reference or otherwise, of the General Orders as part of this contract. No contractual obligations arise therefrom or accrue against MBN.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. As such, pursuant to his power under Mississippi Code Section 41-29-112, the Director of MBN designates MICHAEL McCLENDON to be a non-compensated Special Contract Investigator of MBN with the authority, subject to the terms of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations.

DATE

7/15/25

DATE

7/15/25

DATE

7/24/25

DATE

PHILLIP POPE, LTC
MBN DIRECTOR



MICHAEL McCLENDON
SPECIAL CONTRACT INVESTIGATOR



PRINT NAME: TYLER DAVIS
WITNESS TO SCI SIGNATURE



MARK BALLARD
CHIEF of STARKVILLE P.D.

**ADDENDUM TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
MICHAEL McCLENDON, AND STARKVILLE POLICE DEPARTMENT**

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint MICHAEL McCLENDON to be a non-compensated Special Contract Investigator under Mississippi Code Section 41-29-112 and specifically agree to his/her serving as a non-compensated Special Contract Investigator under the conditions set forth in this contract. I understand that neither MBN nor the Mississippi Department of Public Safety will provide legal representation for MICHAEL McCLENDON for any claims arising from the performance of duties or alleged performance of duty as a non-compensated Special Contract Investigator and agree that all legal liabilities and costs are the responsibility of STARKVILLE P.D.

I certify that:

- (1) MICHAEL McCLENDON is bonded as a condition of his employer and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of STARKVILLE P.D. while working as a non-compensated Special Contract Investigator.
- (2) STARKVILLE P.D. is self-insured through the State of Mississippi. Said self-insurance will remain in effect during the life of this contract. The undersigned agrees to immediately notify MBN if said insurance policy is cancelled or modified in any way. I further certify that this officer is covered outside the jurisdiction of STARKVILLE P.D. while working as a non-compensated Special Contract Investigator.
- (3) MICHAEL McCLENDON has been certified under Mississippi Code Section 45-6-11 by the Board on Law Enforcement Officer Standards and Training, and such certification is current.
- (4) MICHAEL McCLENDON has met firearms training requirements of my law enforcement agency, and such required requalification is and will remain current for the duration of this contract.
- (5) MICHAEL McCLENDON has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922(g)(9).
- (6) This request to appoint MICHAEL McCLENDON as a non-compensated Special Contract Investigator and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the Starkville, MS Board of Alderman

7/24/25
DATE

Mark Ballard
CHIEF
PRINT NAME: Mark Ballard

DATE

STARKVILLE BOARD of ALDERMAN
PRINT NAME

WITNESS TO BOARD OF ALDERMAN _____

**LIST OF ADDENDUMS TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO MISS. CODE ANN. § 41-29-112
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
MICHAEL McCLENDON, AND STARKVILLE POLICE DEPARTMENT**

Addendum A – STARKVILLE P.D.’s request for SCI appointment.

Addendum B – Valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training.

Addendum C - Initial firearms training qualification.

Addendum D – Surety Bond or Certification from Employer Regarding Insurance Coverage.



AGENDA REQUEST

TO: Mayor and Board of Aldermen

FROM: Sgt. Scotty Carrithers, Code Enforcement Supervisor

AGENDA DATE: AUGUST 5, 2025

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

Request:

Hold Public Hearing for Lot Mowing list pursuant to Mississippi Code § 21-19-11.

Case #	Parcel #	Location	Owner	Owner Address	Inspector
CE-25-42	102H-00-043-.02	21 Bent Brook Ridge St	Expert Properties LLC	22383 Red Fox Run Saucier, MS 39574	SC
CE-25-47	102E-00-125.00	704 Cypress	Joshua Donaldson	704 Cypress Rd Starkville, MS 39759	SC
CE-25-53	102H-00-009.00	107 Eckford	J Peoples Properties LLC	751 Pecan Dr Starkville, MS 39759	SC
CE-25-55	102F-00-067.00	518 Sycamore	Quinton A & Crysop Caitlin Pannell	518 Sycamore St Starkville, MS 39759	SC
CE-25-57	118O-00-314.00	102 Raymond	Richard Hewlett II	PO Box 1032 Starkville, MS 39759	SC
CE-25-59	102C-00-077.05	1704 Douglas McArthur Dr	Michael Vickery	P O BOX 922 Starkville, MS, 39760	SC

Case #	Parcel #	Location	Owner	Owner Address	Inspector
CE-25-60	102E-00-136.00	711 Sassafras Dr.	Shonda Warren	711 Sassafras Dr. Starkville,MS, 39759	SC



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.:
AGENDA DATE: August 5, 2025
PAGE: 1 of 37

SUBJECT: Consideration of the acceptance of the audited financial statements of the Starkville Utilities - Electric Division for the fifteen-month period ended September 30, 2024 and the year ended June 30, 2023 as presented by Watkins, Ward & Stafford, CPAS, PLLC.

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Utilities**

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext.1101

Jerry R. (Randy) Scrivner, CPA, Member
WATKINS, WARD and STAFFORD, PLLC
Certified Public Accountants
One Professional Plaza
P. O. Box 1345
Starkville, MS 39760

SUGGESTED MOTION:

Accept audit as presented by Watkins, Ward & Stafford, CPAS, PLLC

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
AUDITED FINANCIAL STATEMENTS
FIFTEEN MONTH PERIOD ENDED SEPTEMBER 30, 2024
AND YEAR ENDED JUNE 30, 2023**

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI**

Contents

	Page
INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS:	
Balance Sheets	4
Statements of Income	6
Statements of Accumulated Earnings	7
Statements of Cash Flows	8
Notes to Financial Statements	10
REQUIRED SUPPLEMENTARY INFORMATION:	
Schedule of the Electric Department's Proportionate Share of the Net Pension Liability	23
Schedule of Electric Department Contributions	24
Notes to Required Supplementary Information	25
SUPPLEMENTARY INFORMATION:	
Analysis of Utility Plant and Accumulated Depreciation	28
Detailed Comparative Statements of Income	29
OTHER INFORMATION:	
List of Governing Officials	31
OTHER REPORTING:	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on Audits of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	32
SCHEDULE OF FINDINGS AND RESPONSES	34
SUMMARY OF PRIOR AUDIT FINDINGS	35



WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

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Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Staggers, CPA
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Justin H. Keller, CPA
Dana R. Estes, CPA
April W. Posey, CPA
Lauren M. Bowen, CPA

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Board of Aldermen of the
City of Starkville, Mississippi

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the Electric Department of the City of Starkville, Mississippi, as of and for the 15-month period ended September 30, 2024, and the year ended June 30, 2023, and the related notes to financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Electric Department of the City of Starkville, Mississippi, as of September 30, 2024, and the changes in financial position and cash flows thereof for the 15-month period then ended and June 30, 2023, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Electric Department of the City of Starkville, Mississippi and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, as of July 1, 2023, the Electric Department of the City of Starkville, Mississippi, changed its fiscal year-end from June 30 to September 30. Our opinion is not modified with respect to this matter.

As discussed in Note 1, the financial statements present only the Electric Department of the City of Starkville, Mississippi, and do not purport to, and do not, present fairly the financial position of the City of Starkville, Mississippi, as of September 30, 2024 and 2023, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Electric Department of the City of Starkville,

Mississippi's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Electric Department of the City of Starkville, Mississippi's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Electric Department of the City of Starkville, Mississippi's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of the Electric Department's proportionate share of the net pension liability and the schedule of Electric Department contributions on pages 23–27 be presented to supplement the financial statements. Such information is the responsibility of management and, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements

in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Electric Department of the City of Starkville, Mississippi's financial statements. The accompanying analysis of utility plant and accumulated depreciation and the detailed comparative statements of income are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the analysis of utility plant and accumulated depreciation and the detailed comparative statements of income are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the list of governing officials but does not include the financial statements and our auditors' report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2025, on our consideration of the Electric Department of the City of Starkville, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Electric Department of the City of Starkville, Mississippi's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Electric Department of the City of Starkville, Mississippi's internal control over financial reporting and compliance.

West Point, Mississippi
June 27, 2025

Watkins Ward and Stafford, PLLC

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI**
Balance Sheets
September 30, 2024 and June 30, 2023

Assets

	<u>2024</u>	<u>2023</u>
<u>Utility Plant:</u>		
Electric plant in service	\$ 81,939,549	79,065,579
Construction work in progress	1,292,881	770,296
	83,232,430	79,835,875
Less: Accumulated provision for depreciation	(30,863,597)	(28,036,453)
Total Utility Plant	<u>52,368,833</u>	<u>51,799,422</u>
<u>Other Property and Investments:</u>		
Other investments	214,379	205,358
Total Other Property and Investments	<u>214,379</u>	<u>205,358</u>
<u>Current Assets:</u>		
Cash and cash equivalents	7,495,427	7,880,515
Accounts receivable, net of allowance for doubtful accounts of \$667,050 in 2024 and \$703,739 in 2023	4,845,832	5,511,227
Due from other city departments	1,026,645	343,540
Other receivables	75,460	134,679
Material and supplies	1,207,452	1,299,092
Prepaid expense	4,081,512	3,003,897
Total Current Assets	<u>18,732,328</u>	<u>18,172,950</u>
<u>Other Assets:</u>		
Receivables from customers for electric conservation loans	482	3,378
Total Other Assets	<u>482</u>	<u>3,378</u>
Total Assets	<u>71,316,022</u>	<u>70,181,108</u>
<u>Deferred Outflows of Resources:</u>		
Unamortized debt expense	166,435	186,407
Deferred outflows—pension-related	1,726,355	1,409,456
Total Deferred Outflows of Resources	<u>1,892,790</u>	<u>1,595,863</u>
Total Assets and Deferred Outflows of Resources	<u><u>\$ 73,208,812</u></u>	<u><u>71,776,971</u></u>

The accompanying notes to financial statements are an integral part of these financial statements.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI**
Balance Sheets
September 30, 2024 and June 30, 2023

Liabilities and Capital

	<u>2024</u>	<u>2023</u>
<u>Accumulated Earnings:</u>	\$ 46,089,770	47,237,764
<u>Long-term Debt</u>		
Long-term debt, less current maturities of \$515,000 in 2024 and \$500,000 in 2023	6,075,000	6,590,000
Total Long-term Debt	<u>6,075,000</u>	<u>6,590,000</u>
<u>Noncurrent Liabilities</u>		
Net pension liability	7,990,177	6,092,551
Total Noncurrent Liabilities	<u>7,990,177</u>	<u>6,092,551</u>
<u>Current Liabilities:</u>		
Accounts payable—TVA	7,335,827	6,326,332
Accounts payable—other	712,638	248,473
Due to other city departments	1,111,813	1,109,835
Customer deposits	2,714,043	3,058,379
Accrued interest—long-term debt	10,589	46,106
Accrued expenses	201,602	350,279
Current portion of long-term debt	515,000	500,000
Other current liabilities	198,907	72,296
Total Current Liabilities	<u>12,800,419</u>	<u>11,711,700</u>
<u>Other Liabilities:</u>		
Advances from TVA for customer conservation loans	686	3,686
Total Other Liabilities	<u>686</u>	<u>3,686</u>
Total Liabilities and Capital	<u>72,956,052</u>	<u>71,635,701</u>
<u>Deferred Inflows of Resources</u>		
Deferred inflows—pension-related	252,760	141,270
Total Deferred Inflows of Resources	<u>252,760</u>	<u>141,270</u>
Total Liabilities, Capital, and Deferred Inflows of Resources	<u>\$ 73,208,812</u>	<u>71,776,971</u>

The accompanying notes to financial statements are an integral part of these financial statements.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI**
Statements of Income
For the 15-Month Period Ended September 30, 2024 and
For the Year Ended June 30, 2023

	<u>2024</u>	<u>2023</u>
<u>Operating Revenue</u>	\$ 57,976,948	47,894,775
<u>Purchased Power</u>	46,563,594	37,304,372
<u>Operating Expenses:</u>		
Operation Expenses:		
Distribution expense	1,249,861	756,788
Customer accounts expense	436,044	442,790
Customer service and sales expense	31,822	35,541
Administrative and general	4,528,440	2,331,673
Total Operation Expense	6,246,167	3,566,792
Maintenance Expenses:		
Distribution expense	1,345,232	979,094
Administrative and general	43,888	39,213
Total Maintenance Expenses	1,389,120	1,018,307
Other Operating Expenses:		
Depreciation expense	3,420,931	2,655,706
Taxes and tax equivalents	1,707,997	1,376,991
Total Other Operating Expenses	5,128,928	4,032,697
Total Operating Expenses	12,764,215	8,617,796
Total Purchased Power and Operating Expenses	59,327,809	45,922,168
<u>Operating Income (Loss)</u>	(1,350,861)	1,972,607
<u>Non-Operating Revenues:</u>		
Interest on investments	287,260	70,478
Other non-operating revenues	154,745	30,871
Total Non-Operating Revenues	442,005	101,349
<u>Non-Operating Expenses:</u>		
Interest on long-term debt	166,336	145,594
Amortization of debt expense	19,972	15,978
Other non-operating expenses	52,830	31,239
Total Non-Operating Expenses	239,138	192,811
<u>Net Income (Loss)</u>	\$ (1,147,994)	1,881,145

The accompanying notes to financial statements are an integral part of these financial statements.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Statements of Accumulated Earnings
For the 15-Month Period Ended September 30, 2024 and
For the Year Ended June 30, 2023**

	<u>2024</u>	<u>2023</u>
<u>Balance, Beginning of Year</u>	\$ 47,237,764	45,356,619
Net Income (Loss)	<u>(1,147,994)</u>	<u>1,881,145</u>
<u>Balance, End of Year</u>	<u><u>\$ 46,089,770</u></u>	<u><u>47,237,764</u></u>

The accompanying notes to financial statements are an integral part of these financial statements.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI**
Statements of Cash Flows
For the 15-Month Period Ended September 30, 2024 and
For the Year Ended June 30, 2023

	<u>2024</u>	<u>2023</u>
<u>Cash Flows from Operating Activities:</u>		
Operating Income (Loss)	\$ (1,350,861)	1,972,607
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	3,569,419	2,730,580
Other non-operating revenues	154,745	30,871
Other non-operating expenses	(52,830)	(31,239)
Changes in operating assets and liabilities:		
(Increase) Decrease in assets:		
Receivables	41,509	(896,070)
Materials and supplies	91,640	(133,290)
Prepaid expense	(1,077,615)	(23,085)
Deferred outflows—pension-related	(316,899)	45,936
Increase (Decrease) in liabilities:		
Payables	1,475,638	(15,964)
Customer deposits	(344,336)	91,773
Accrued expenses	(148,677)	99,127
Other current liabilities	126,611	928
Net pension liability	1,897,626	1,812,875
Deferred inflows—pension-related	111,490	(1,502,902)
Net Cash Provided by Operating Activities	<u>4,177,460</u>	<u>4,182,147</u>
 <u>Cash Flows from Capital and Related Financing Activities:</u>		
Additions to plant	(4,035,983)	(1,784,623)
Removal cost	(131,768)	(158,346)
Salvage	11,382	5,502
Reclassifications	17,539	23,397
Principal payments on long-term debt	(500,000)	(485,000)
Interest paid on long-term debt	(201,853)	(149,232)
Increase (Decrease) in:		
TVA advances for customer conservation loans	<u>(3,000)</u>	<u>(3,995)</u>
Net Cash Used in Capital and Related Financing Activities	<u>(4,843,683)</u>	<u>(2,552,297)</u>

The accompanying notes to financial statements are an integral part of these financial statements.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI**
Statements of Cash Flows
For the 15-Month Period Ended September 30, 2024 and
For the Year Ended June 30, 2023

	<u>2024</u>	<u>2023</u>
<u>Cash Flows from Investing Activities:</u>		
Interest received on investments	\$ 287,260	70,478
Change in other investments	(9,021)	(1,054)
Collections on energy conservation loans receivable	2,896	3,850
Net Cash Provided by Investing Activities	<u>281,135</u>	<u>73,274</u>
 <u>Increase (Decrease) in Cash and Cash Equivalents</u>	 (385,088)	 1,703,124
 <u>Cash and Cash Equivalents, Beginning of Year</u>	 <u>7,880,515</u>	 <u>6,177,391</u>
 <u>Cash and Cash Equivalents, End of Year</u>	 <u><u>\$ 7,495,427</u></u>	 <u><u>7,880,515</u></u>
 Supplemental Disclosure of Cash Flow Information:		
Cash paid during the year for interest	<u><u>\$ 201,853</u></u>	<u><u>149,232</u></u>

The accompanying notes to financial statements are an integral part of these financial statements.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Electric Department (Electric Department), is owned by the City of Starkville, Mississippi, and distributes electrical energy to consumers residing within the municipality. All energy distributed by the Electric Department is purchased on a wholesale basis from the Tennessee Valley Authority (TVA). The contract with TVA contains certain provisions as to the method required to be used when determining rates to be charged to consumers and the manner in which profits realized from operations are to be disposed. Accounting for the Electric Department is in accordance with the requirements of the Federal Energy Regulatory Commission (FERC). In instances of deviation between FERC and generally accepted accounting principles (GAAP), GAAP is used for reporting purposes with differences noted.

The Electric Department is a proprietary fund of the City of Starkville, Mississippi. These financial statements present only the financial statements of the Electric Department, and are not intended to present fairly the financial position of the City of Starkville, Mississippi, and the results of its operations and the cash flows of its proprietary fund types and nonexpendable trust funds in conformity with generally accepted accounting principles.

These financial statements are included in the audit report of the City of Starkville, Mississippi, for the year ended September 30, 2024. Management's Discussion and Analysis as it relates to the Electric Department is included as part of the City's audit report.

Since the Electric Department customer base consists entirely of residents of the City of Starkville and Mississippi State University, the continued existence of the Electric Department is dependent on the general economy of that area.

As a distributor of electricity, there is the possibility that environmental conditions may arise which would require the Electric Department to incur cleanup costs. The likelihood of such an event, or the amount of such costs, if any, cannot be determined at this time. However, management does not believe such costs, if any, would materially affect the Electric Department's financial position or future cash flows.

The following is a summary of certain significant accounting policies followed in the preparation of these financial statements.

a. Basis of Accounting

The Electric Department has elected to follow (1) all Government Accounting Standards Board (GASB) pronouncements and (2) all Financial Accounting Standards Board (FASB) Statements and Interpretations, Accounting Principles Board (APB) Opinions, and Accounting Research Bulletins (ARB), no matter when issued, except those that conflict with a GASB pronouncement. Accordingly, the financial statements of Electric Department of the City of Starkville have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

b. Change in Fiscal Year End

Effective July 1, 2023, the Electric Department changed its fiscal year end from June 30 to September 30 under the direction of the Board of Aldermen. This change was made to better align its financial reporting with that of the City of Starkville, Mississippi. The financial statements presented are for the 15-month transition period from July 1, 2023 to September 30, 2024.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

c. Cash

The Electric Department deposits excess funds in financial institutions selected by the City board in accordance with state statutes. Such balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per institution.

The collateral for public entities' deposits in financial institutions in excess of insured amounts is now held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5 Miss Code Ann. (1972).

Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation.

The Electric Department considers all highly liquid investments with a maturity of three months or less when purchased to be "cash equivalents".

d. Accounts Receivable

Accounts receivable consists of amounts due from customers for electricity purchased.

The Electric Department uses the reserve method of accounting for doubtful accounts. The reserve balance is calculated based on historical write-offs.

The Electric Department collects for the Water and Sewer Department and the City Sanitation Department as a means of convenience for both departments. These amounts are transferred to the appropriate department monthly. The Electric Department does this without charge to the other departments.

e. Inventories

Inventory is valued at the lower of cost and net realizable value as determined by the average cost method. Perpetual inventory records are maintained.

f. Depreciation of Fixed Assets

Fixed assets are capitalized and depreciated over their useful lives of from ten to fifty years using the straight-line method.

g. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates used in the current year were depreciation and allowance for doubtful accounts.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

h. Concentrations

The Electric Department purchases 100% of its electricity to be resold from Tennessee Valley Authority, as per contract. At September 30, 2024 and June 30, 2023, amounts due to Tennessee Valley Authority for purchased power included in accounts payable were \$7,335,827 and \$6,326,332, respectively.

i. Compensated Absences

The Electric Department accrues accumulated unpaid vacation and sick leave and associated employee-related costs when earned by the employee. The maximum amount of hours an employee can accrue is 240 hours.

j. Advertising

Advertising costs are expensed as incurred. Advertising expense totaled \$12,287 and \$7,449 for the 15-month period ended September 30, 2024 and the year ended June 30, 2023, respectively.

NOTE 2 – UTILITY PLANT

Following is a summary of changes in Utility Plant for the 15-month period ended September 30, 2024:

	Balance 7/1/2023	Additions	Retirements	Reclass- ifications	Balance 9/30/2024
Non-Depreciable Capital Assets					
Land	\$ 695,074	-	-	-	695,074
Construction in progress	770,296	522,585	-	-	1,292,881
Total Non-Depreciable Capital Assets	1,465,370	522,585	-	-	1,987,955
Depreciable Capital Assets					
Transmission plant	19,592,914	23,970	(3,043)	-	19,613,841
Distribution plant	51,142,210	2,332,341	(284,827)	-	53,189,724
General plant	7,635,381	1,157,087	(334,019)	(17,539)	8,440,910
Total Depreciable Capital Assets	78,370,505	3,513,398	(621,889)	(17,539)	81,244,475
Less Accumulated Depreciation					
Transmission plant	(4,751,752)	(807,810)	4,693	-	(5,554,869)
Distribution plant	(18,164,271)	(2,418,644)	414,945	-	(20,167,970)
General plant	(5,120,430)	(354,347)	334,019	-	(5,140,758)
Total Less Accumulated Depreciation	(28,036,453)	(3,580,801)	753,657	-	(30,863,597)
Depreciable Capital Assets, Net	50,334,052	(67,403)	131,768	(17,539)	50,380,878
Total Utility Plant	\$ 51,799,422	455,182	131,768	(17,539)	52,368,833

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 2 – UTILITY PLANT (CONTINUED)

Following is a summary of changes in Utility Plant for the year ended June 30, 2023:

	Balance 7/1/2022	Additions	Retirements	Reclass- ifications	Balance 6/30/2023
Non-Depreciable Capital Assets					
Land	\$ 695,074	-	-	-	695,074
Construction in progress	2,981,854	(2,211,558)	-	-	770,296
Total Non-Depreciable Capital Assets	<u>3,676,928</u>	<u>(2,211,558)</u>	<u>-</u>	<u>-</u>	<u>1,465,370</u>
Depreciable Capital Assets					
Transmission plant	19,607,217	6,490	(20,793)	-	19,592,914
Distribution plant	47,725,942	3,764,231	(347,963)	-	51,142,210
General plant	7,472,620	225,460	(62,699)	-	7,635,381
Total Depreciable Capital Assets	<u>74,805,779</u>	<u>3,996,181</u>	<u>(431,455)</u>	<u>-</u>	<u>78,370,505</u>
Less Accumulated Depreciation					
Transmission plant	(4,127,271)	(645,882)	21,401	-	(4,751,752)
Distribution plant	(16,797,443)	(1,872,528)	505,700	-	(18,164,271)
General plant	(4,942,061)	(235,400)	57,031	-	(5,120,430)
Total Less Accumulated Depreciation	<u>(25,866,775)</u>	<u>(2,753,810)</u>	<u>584,132</u>	<u>-</u>	<u>(28,036,453)</u>
Depreciable Capital Assets, Net	<u>48,939,004</u>	<u>1,242,371</u>	<u>152,677</u>	<u>-</u>	<u>50,334,052</u>
Total Utility Plant	<u>\$ 52,615,932</u>	<u>(969,187)</u>	<u>152,677</u>	<u>-</u>	<u>51,799,422</u>

The Electric Department capitalizes property and equipment which have an estimated useful life of one year or more. An analysis of the utility plant and the related accumulated depreciation is presented on page 28 of this report.

Depreciation totaled \$3,569,419 and \$2,730,580 for the 15-month period ended September 30, 2024 and the year ended June 30, 2023, respectively. Of these amounts, \$3,420,931 and \$2,655,706 were charged to depreciation expense and \$148,488 and \$74,874 were charged to building and transportation clearings for the 15-month period ended September 30, 2024 and the year ended June 30, 2023, respectively.

NOTE 3 – OTHER INVESTMENTS

Following are details of other investments for the 15-month period ended September 30, 2024 and the year ended June 30, 2023:

	2024	2023
CSA stockholder loan	\$ 14,352	15,473
Southeastern Data Co-operative	200,027	189,885
	<u>\$ 214,379</u>	<u>205,358</u>

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 4 – LONG-TERM DEBT

Following is a summary of changes in long-term debt for the 15-month period ended September 30, 2024:

	Balance 7/1/2023	Additions	Reductions	Balance 9/30/2024	Amounts Due Within One Year
Revenue bonds payable	\$ 7,090,000	-	(500,000)	6,590,000	515,000
	<u>\$ 7,090,000</u>	<u>-</u>	<u>(500,000)</u>	<u>6,590,000</u>	<u>515,000</u>

Following is a summary of changes in long-term debt for the year ended June 30, 2023:

	Balance 7/1/2022	Additions	Reductions	Balance 6/30/2023	Amounts Due Within One Year
Revenue bonds payable	\$ 7,575,000	-	(485,000)	7,090,000	500,000
	<u>\$ 7,575,000</u>	<u>-</u>	<u>(485,000)</u>	<u>7,090,000</u>	<u>500,000</u>

Following are details of long-term debt for the 15-month period ended September 30, 2024 and the year ended June 30, 2023:

	2024	2023
Electric revenue bonds issued March 1, 2020, at interest rates of 1.750-2.375%. These are to be retired on March 1, 2021 to 2035 with annual maturities of \$455,000 to \$690,000 with interest payable on March 1 and September 1.	\$ 6,590,000	7,090,000
Total Long-term Debt	6,590,000	7,090,000
Less: Current maturities	<u>(515,000)</u>	<u>(500,000)</u>
Total Long-term Debt Less Current Maturities	<u>\$ 6,075,000</u>	<u>6,590,000</u>

Following are maturities of long-term debt:

For the Year Ended September 30:

2025	\$ 515,000
2026	530,000
2027	545,000
2028	565,000
2029	580,000
2030 - 2034	3,165,000
2035	<u>690,000</u>
	<u>\$ 6,590,000</u>

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 4 – LONG-TERM DEBT

At September 30, 2024 and June 30, 2023, the Electric Department was not in compliance with the Electric Department Revenue Bonds, Series 2020, bond indenture requirements regarding the collection, segregation, distribution, and application of the Electric Department revenues.

The following is a summary of those funds along with required amounts at September 30, 2024:

	Debt Service	Reserve	Depreciation	Contingency	Totals
Balance reserved	\$ -	-	-	-	-
Required balance	311,006	690,000	5,000	5,000	1,011,006
Overage (Shortage)	<u>\$ (311,006)</u>	<u>(690,000)</u>	<u>(5,000)</u>	<u>(5,000)</u>	<u>(1,011,006)</u>

The following is a summary of those funds along with required amounts at June 30, 2023:

	Debt Service	Reserve	Depreciation	Contingency	Totals
Balance reserved	\$ -	-	-	-	-
Required balance	212,773	690,000	5,000	5,000	912,773
Overage (Shortage)	<u>\$ (212,773)</u>	<u>(690,000)</u>	<u>(5,000)</u>	<u>(5,000)</u>	<u>(912,773)</u>

NOTE 5 – DEFINED BENEFIT PENSION PLAN

General Information about the Pension Plan

Plan Description. The Electric Department contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report is available at www.pers.ms.gov.

Benefits provided. Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5% for each additional year of creditable service with an actuarial reduction in the benefit for each year of

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0% of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0% compounded for each fiscal year thereafter.

Contributions. PERS members are required to contribute 9.00% of their annual covered salary, and the Electric Department is required to contribute at an actuarially determined rate. The employer's rate was 17.90% and 17.40% of annual covered payroll as of September 30, 2024 and June 30, 2023, respectively. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Section 25-11-1 of the Mississippi Code of 1972, as amended, and may be amended only by the Mississippi Legislature. The Electric Department's contributions to PERS for the 15-month period ended September 30, 2024, was \$515,986, and for fiscal years ending June 30, 2023 and 2022, were \$341,006 and \$345,255, respectively, which equaled the required contributions for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions for the 15-month period ended September 30, 2024

At September 30, 2024, the Electric Department reported a liability of \$7,990,177, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

The Electric Department's proportion of the net pension liability was based on a projection of the Electric Department's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The Electric Department's proportionate share used to calculate the September 30, 2024 net pension liability was 0.030770%, which was based on a measurement date of June 30, 2024. This was an increase of 0.001171% from its proportionate share used to calculate the June 30, 2023 net pension liability, which was based on a measurement date of June 30, 2022.

For the 15-month period ended September 30, 2024, the Electric Department recognized pension expense of \$2,208,204. At September 30, 2024 the Electric Department reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expencted and actual experience	\$ 429,902	\$ -
Net differences between projected and actual earnings on pension plan investments	26,478	-
Changes of assumptions	494,911	-
Changes in proportion and differences between contributions and proportionate share of contributions	651,099	252,760
Contributions subsequent to the measurement date	123,965	-
	<u>\$ 1,726,355</u>	<u>\$ 252,760</u>

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

\$123,965 reported as deferred outflows of resources related to pensions resulting from Electric Department contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

For year ended September 30:

2025	\$ 494,157
2026	780,295
2027	140,086
2028	(64,908)
2029	-
Thereafter	-

Actuarial assumptions. The total pension liability as of June 30, 2024 was determined by actuarial valuation prepared as of June 30, 2023, and by the investment experience for the fiscal year ending June 30, 2024.

The following actuarial assumptions are applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	2.65-17.90%, including inflation
Investment rate of return	7.00%, net of pension plan investment expense, including inflation

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments. For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions are based on the experience investigation for the four-year period ending June 30, 2022.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	25.00 %	5.15 %
International Equity	20.00	5.00
Global Equity	12.00	5.15
Debt Securities	18.00	2.75
Real Estate	10.00	3.50
Private Equity	10.00	6.25
Infrastructure	2.00	3.85
Private Credit	2.00	4.90
Cash Equivalents	1.00	0.50
Total	<u>100.00 %</u>	

Discount rate. The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current contribution rate (17.90%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Electric Department's proportionate share of the net pension liability to changes in the discount rate. The following table presents the Electric Department's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the Electric Department's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00%) or 1-percentage-point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net pension liability	<u>\$ 10,356,432</u>	<u>\$ 7,990,177</u>	<u>\$ 6,053,576</u>

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions for the year ended June 30, 2023

At June 30, 2023, the Electric Department reported a liability of \$6,092,551 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

The Electric Department's proportion of the net pension liability was based on a projection of the Electric Department's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The Electric Department's proportionate share used to calculate the June 30, 2023 net pension liability was 0.029599%, which was based on a measurement date of June 30, 2022. This was an increase of 0.000644% from its proportionate share used to calculate the June 30, 2022 net pension liability, which was based on a measurement date of June 30, 2021.

For the year ended June 30, 2023, the Electric Department recognized pension expense of \$696,916. At June 30, 2023 the Electric Department reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expensed and actual experience	\$ 86,266	\$ -
Net differences between projected and actual earnings on pension plan investments	320,010	-
Changes of assumptions	210,718	-
Changes in proportion and differences between contributions and proportionate share of contributions	451,456	141,270
Contributions subsequent to the measurement date	341,006	-
	<u>\$ 1,409,456</u>	<u>\$ 141,270</u>

\$341,006 reported as deferred outflows of resources related to pensions resulting from Electric Department contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the 15-month period ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

For year ended September 30:

2024	\$ 278,106
2025	345,071
2026	(26,595)
2027	330,598
2028	-
Thereafter	-

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

Actuarial assumptions. The total pension liability as of June 30, 2022 was determined by actuarial valuation prepared as of June 30, 2021, and by the investment experience for the fiscal year ending June 30, 2022.

The following actuarial assumptions are applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	2.65-17.90%, including inflation
Investment rate of return	7.55%, net of pension plan investment expense, including inflation

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments. For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions are based on the experience investigation for the four-year period ending June 30, 2020.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	27.00 %	4.60 %
International Equity	22.00	4.50
Global Equity	12.00	4.80
Debt Securities	20.00	(0.25)
Real Estate	10.00	3.75
Private Equity	8.00	6.00
Cash Equivalents	1.00	(1.00)
Total	<u>100.00 %</u>	

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

Discount rate. The discount rate used to measure the total pension liability was 7.55%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current contribution rate (17.40%). Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Electric Department’s proportionate share of the net pension liability to changes in the discount rate. The following table presents the Electric Department’s proportionate share of the net pension liability calculated using the discount rate of 7.55%, as well as what the Electric Department’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.55%) or 1-percentage-point higher (8.55%) than the current rate:

	1% Decrease (6.55%)	Current Discount Rate (7.55%)	1% Increase (8.55%)
Net pension liability	\$ 7,951,402	\$ 6,092,551	\$ 4,560,024

Pension plan fiduciary net position. Detailed information about the pension plan’s fiduciary net position is available in the separately issued PERS financial report.

NOTE 6 – RISK MANAGEMENT

The Electric Department is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Electric Department carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Under GASB Statement No. 10, Accounting and Financial Reporting for Risks Financing and Related Insurance Issues, a liability for claims must be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and that the amount of the loss can be reasonably estimated. As of the date of this audit report, there were no known claims above the amount of coverage purchased for risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters at September 30, 2024; therefore, no liability has been accrued at this time.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Financial Statements**

NOTE 7 – RELATED PARTY

The City of Starkville, Mississippi, is currently under a board-approved, open-ended contract with an outside consulting company to provide support to the Electric Department. The owner of the consulting company is the former general manager of the Electric Department for 11 years and the father of the current General Manager for the Electric Department. For the 15-month period ended September 30, 2024, and the year ended June 30, 2023, amounts paid to the consulting company were \$77,140 and \$97,730, respectively.

NOTE 8 – SUBSEQUENT EVENTS

Events that occur after the balance sheet date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events which provide evidence about conditions that existed at the balance sheet date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes to financial statements. Management of the Electric Department has evaluated events and transactions for potential recognition or disclosure through June 27, 2025, and determined that there were no subsequent events that should be recognized or disclosed in the financial statements or notes to financial statements.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI**
Schedule of the Electric Department's Proportionate Share of the Net Pension Liability
PERS
Last 10 Fiscal Years*

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
The Electric Department's proportion of the net pension liability	0.030770%	0.029599%	0.028955%	0.024810%	0.029256%	0.024888%	0.025100%	0.023817%	0.022683%	0.023492%
The Electric Department's proportionate share of the net pension liability	\$ 7,990,177	6,092,551	4,279,676	4,802,928	5,146,708	4,139,614	4,172,472	4,254,311	3,506,344	2,851,499
The Electric Department's covered payroll	2,252,996	1,984,224	1,748,429	1,692,371	1,709,067	1,617,397	1,544,343	1,523,613	1,417,092	1,011,314
The Electric Department's proportionate share of the net pension liability as a percentage of its covered payroll	355%	307%	245%	284%	301%	256%	270%	279%	247%	282%
Plan fiduciary net position as a percentage of the total pension liability	56%	60%	70%	59%	62%	63%	61%	57%	62%	67%

* The amounts presented for the year ended September 30, 2024, were determined as of the measurement date of June 30, 2024.
All other amounts presented were determined as of the measurement date of June 30 of the year prior to the fiscal year presented.

The accompanying notes to required supplementary information is an integral part of this schedule.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Schedule of Electric Department Contributions
PERS
Last 10 Fiscal Years***

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 515,986	341,006	345,255	304,227	294,473	269,178	254,740	243,234	239,969	223,192
Contributions in relation to the contractually required contribution	515,986	341,006	345,255	304,227	294,473	269,178	254,740	243,234	239,969	223,192
Contribution deficiency (excess)	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
The Electric Department's covered payroll	\$ 2,945,538	1,959,805	1,984,224	1,748,429	1,692,371	1,709,067	1,617,397	1,544,343	1,523,613	1,417,092
Contributions as a percentage of employee payroll	17.52%	17.40%	17.40%	17.40%	17.40%	15.75%	15.75%	15.75%	15.75%	15.75%

* The amounts presented for 2024 reflect contributions made during the 15-month period ended September 30, 2024.

The accompanying notes to required supplementary information is an integral part of this schedule.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Required Supplementary Information**

NOTE 1 – CHANGES OF ASSUMPTIONS

- 2024 (Measurement Date of June 30, 2024)
 - The investment rate of return assumption was changed from 7.55% to 7.00%.
 - The assumed load for administrative expenses was decreased from 0.28% to 0.26% of payroll.
 - Withdrawal rates, disability rates and service retirement rates were adjusted to reflect actual experience more closely.
 - The percentage of participants assumed to receive a deferred benefit upon attaining the eligibility requirements for retirement was increased from 60% to 65%.
 - For married members, the number of years that a male is assumed to be older than his spouse was changed from 3 years to 2 years.
 - The assumed amount of unused sick leave at retirement was increased from 0.50 years to 0.55 years.
 - The assumed average number of years of military service that participants will have at retirement was decreased from 0.25 years to 0.20 years.
- 2022 (Measurement Date of June 30, 2021)
 - The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
 - For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.
 - For females, 84% of female rates up to age 72, 100% for ages above 76.
 - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
 - The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:
 - For males, 134% of male rates at all ages.
 - For females, 121% of female rates at all ages.
 - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
 - The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:
 - For males, 97% of male rates at all ages.
 - For females, 110% of female rates at all ages.
 - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
 - The price inflation assumption was reduced from 2.75% to 2.40%.
 - The wage inflation assumption was reduced from 3.00% to 2.65%.
 - The investment rate of return assumption was changed from 7.75% to 7.55%.
 - The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.
 - Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.
 - The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.
 - The percentage of active member deaths assumed to be in the line of duty was decrease from 6% to 4%.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Required Supplementary Information**

NOTE 1 – CHANGES OF ASSUMPTIONS (CONTINUED)

- 2020 (Measurement Date of June 30, 2019)
 - The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
 - For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
 - For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
 - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
 - The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:
 - For males, 137% of male rates at all ages.
 - For females, 115% of female rates at all ages.
 - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
 - The price inflation assumption was reduced from 3.00% to 2.75%.
 - The wage inflation assumption was reduced from 3.25% to 3.00%.
 - Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.
 - The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.
- 2018 (Measurement Date of June 30, 2017)
 - The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
 - The wage inflation assumption was reduced from 3.75% to 3.25%.
 - Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
 - The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.
- 2017 (Measurement Date of June 30, 2016)
 - The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Notes to Required Supplementary Information**

NOTE 1 – CHANGES OF ASSUMPTIONS (CONTINUED)

- 2016 (Measurement Date of June 30, 2015)
 - The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
 - The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015
 - Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
 - Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
 - The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

NOTE 2 – CHANGES IN BENEFIT PROVISIONS

- 2017 (Measurement Date of June 30, 2016)
 - Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

NOTE 3 – METHOD AND ASSUMPTIONS USED IN CALCULATIONS OF ACTUARIALLY DETERMINED CONTRIBUTIONS

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2022 valuation for the June 30, 2024 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	25.6 years
Asset valuation method	5-year smoothed market
Price Inflation	2.40 percent
Salary increase	2.65 percent to 17.90 percent, including inflation
Investment rate of return	7.55 percent, net of pension plan investment expense, including inflation

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI**
Analysis of Utility Plant and Accumulated Depreciation
For the 15-Month Period Ended September 30, 2024

28

Description	Balance 6/30/2023	Additions	Retirements and Deductions	Balance 9/30/2024	Rate	Balance 6/30/2023	Additions and Accruals	Deductions	Balance 9/30/2024
Transmission Plant:									
Land and land rights	\$ 13,333	-	-	13,333	N/A				
Station equipment	17,566,654	-	-	17,566,654	3.00%	2,967,073	711,449	-	3,678,522
Towers and fixtures	72,003	-	-	72,003	4.00%	72,003	-	-	72,003
Poles and fixtures	1,393,749	23,970	3,043	1,414,676	4.00%	1,230,475	69,244	4,693	1,295,026
Overhead conductors and devices	525,632	-	-	525,632	4.00%	463,692	26,018	-	489,710
Roads and trails	34,876	-	-	34,876	2.50%	18,509	1,099	-	19,608
Total Transmission Plant	19,606,247	23,970	3,043	19,627,174		4,751,752	807,810	4,693	5,554,869
Distribution Plant:									
Land and land rights	299,576	-	-	299,576	N/A				
Station equipment	8,650,542	29,431	-	8,679,973	3.00%	4,887,844	351,459	-	5,239,303
Poles, towers and fixtures	7,980,370	402,601	76,310	8,306,661	4.00%	1,667,279	408,417	137,550	1,938,146
Overhead conductors and devices	6,066,968	111,566	9,378	6,169,156	3.25%	2,246,033	250,252	28,205	2,468,080
Underground conduit	3,009,557	13,618	-	3,023,175	4.00%	925,936	149,347	-	1,075,283
Underground conductors and devices	7,181,118	504,986	46,901	7,639,203	3.50%	2,405,795	365,268	52,927	2,718,136
Line transformers	9,486,524	762,141	21,962	10,226,703	2.50%	2,533,386	312,289	31,070	2,814,605
Services	1,277,107	72,369	41,149	1,308,327	4.00%	592,703	63,602	54,438	601,867
Meters	3,270,392	180,987	-	3,451,379	3.00%	1,792,074	283,102	-	2,075,176
Installations on customers' premises	1,590,917	89,378	29,804	1,650,491	6.00%	795,428	102,697	34,705	863,420
Street lighting and signal systems	2,628,715	165,264	59,323	2,734,656	4.00%	317,793	132,211	76,050	373,954
Total Distribution Plant	51,441,786	2,332,341	284,827	53,489,300		18,164,271	2,418,644	414,945	20,167,970
General Plant:									
Land and land rights	382,165	-	-	382,165	N/A				
Structures and improvements	3,842,642	3,500	-	3,846,142	2.50%	2,130,671	119,317	-	2,249,988
Office furniture and equipment	848,415	88,794	32,436	904,773	10.00%	689,988	43,927	32,436	701,479
Transportation equipment	2,227,367	829,689	247,036	2,810,020	4.00%	1,829,124	143,158	247,036	1,725,246
Stores equipment	26,979	-	-	26,979	5.00%	16,227	1,700	-	17,927
Tools, shop and garage equipment	235,705	228,204	30,826	433,083	8.00%	199,778	16,970	13,287	203,461
Laboratory equipment	122,266	-	-	122,266	2.00%	84,053	2,590	-	86,643
Power operated equipment	209,957	-	41,260	168,697	10.00%	88,982	19,200	41,260	66,922
Communications equipment	112,684	6,900	-	119,584	10.00%	72,241	7,485	-	79,726
Miscellaneous equipment	9,366	-	-	9,366	6.66%	9,366	-	-	9,366
Total General Plant	8,017,546	1,157,087	351,558	8,823,075		5,120,430	354,347	334,019	5,140,758
Total Plant in Service	79,065,579	3,513,398	639,428	81,939,549		28,036,453	3,580,801	753,657	30,863,597
Construction Work in Progress	770,296	522,585	-	1,292,881		-	-	-	-
Total Electric Plant	\$ 79,835,875	4,035,983	639,428	83,232,430		28,036,453	3,580,801	753,657	30,863,597
New additions to plant		4,035,983							
Original cost of retirements			621,889					621,889	
Removal cost of retired assets								131,768	
Salvage on retired assets							11,382		
Reclassifications			17,539						
Current year depreciation							3,569,419		
		<u>4,035,983</u>	<u>639,428</u>				<u>3,580,801</u>	<u>753,657</u>	

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Detailed Comparative Statements of Income
For the 15-Month Period Ended September 30, 2024
With Comparative Figures for Year Ended June 30, 2023**

	<u>2024</u>		<u>2023</u>		
	<u>Amount</u>	<u>% of Total Operating Revenue</u>	<u>Amount</u>	<u>% of Total Operating Revenue</u>	<u>Increase or (Decrease)</u>
<u>Operating Revenue:</u>					
Sales of Electric Energy:					
Residential	\$ 20,143,315	34.7%	15,497,488	32.4%	4,645,827
Small commercials	4,304,756	7.4%	3,233,819	6.7%	1,070,937
Large commercials	31,743,282	54.8%	26,382,698	55.1%	5,360,584
Street and outdoor lighting	822,476	1.4%	740,430	1.5%	82,046
Change in unbilled revenue	(353,497)	-0.6%	1,101,672	2.3%	(1,455,169)
Total Electric Revenue	56,660,332	97.7%	46,956,107	98.0%	9,704,225
Revenue from late payments	375,880	0.6%	190,474	0.4%	14,762,623
Miscellaneous service revenue	315,472	0.5%	273,005	0.6%	42,467
Rent from electric property	613,299	1.2%	473,577	1.0%	139,722
Other electric revenue	11,965	0.0%	1,612	0.0%	10,353
Total Operating Revenue	57,976,948	100.0%	47,894,775	100.0%	24,659,390
<u>Purchased Power</u>	46,563,594	80.3%	37,304,372	77.9%	9,259,222
<u>Operating Expenses:</u>					
Distribution Expenses:					
Maintenance of overhead lines	257	0.0%	1,327	0.0%	(1,070)
Supervision and engineering	190,996	0.3%	46,326	0.1%	144,670
Station expense	296,194	0.5%	112,354	0.2%	183,840
Line expense	67,624	0.1%	39,964	0.1%	27,660
Street lighting and signal system	86,550	0.1%	33,988	0.1%	52,562
Meter expense	276,084	0.5%	288,142	0.6%	(12,058)
Customer installations	93,052	0.2%	68,972	0.1%	24,080
Rents	213,532	0.4%	146,009	0.3%	67,523
Miscellaneous	25,572	0.0%	19,706	0.0%	5,866
	1,249,861	2.1%	756,788	1.5%	493,073
Customer Accounts Expense:					
Customer records and collections	374,213	0.6%	231,773	0.5%	142,440
Uncollectible accounts	61,831	0.1%	211,017	0.4%	(149,186)
	436,044	0.7%	442,790	0.9%	(6,746)
Sales Expense:					
Customer assistance	17,049	0.0%	11,849	0.0%	5,200
Sales expense	2,486	0.0%	16,243	0.0%	(13,757)
Advertising	12,287	0.0%	7,449	0.0%	4,838
	31,822	0.0%	35,541	0.0%	(3,719)
Administrative and General:					
Salaries	661,889	1.1%	423,606	0.9%	238,283

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Detailed Comparative Statements of Income
For the 15-Month Period Ended September 30, 2024
With Comparative Figures for Year Ended June 30, 2023**

	<u>2024</u>		<u>2023</u>		
	Amount	% of Total Operating Revenue	Amount	% of Total Operating Revenue	Increase or (Decrease)
<u>Operating Expenses (Continued)</u>					
Office expense	\$ 742,769	1.3%	410,729	0.9%	332,040
Outside services employed	523,153	0.9%	409,664	0.9%	113,489
Property insurance	325,388	0.6%	237,773	0.5%	87,615
Injuries and damages	142,539	0.2%	82,827	0.2%	59,712
Employee pensions and benefits	1,835,006	3.2%	544,890	1.1%	1,290,116
Miscellaneous	297,696	0.5%	222,184	0.5%	75,512
	4,528,440	7.8%	2,331,673	5.0%	2,196,767
 Maintenance Expense:					
Station equipment	18,389	0.0%	9,909	0.0%	8,480
Line maintenance	1,010,710	1.7%	566,122	1.2%	444,588
Line transformer maintenance	13,843	0.0%	119,343	0.2%	(105,500)
Street lighting and signal system	290,535	0.5%	277,558	0.6%	12,977
Meter maintenance	(68)	0.0%	449	0.0%	(517)
Miscellaneous distribution plant	11,823	0.0%	5,713	0.0%	6,110
General plant	43,888	0.1%	39,213	0.1%	4,675
	1,389,120	2.3%	1,018,307	2.1%	370,813
 Other Operating Expenses:					
Depreciation	3,420,931	5.9%	2,655,706	5.5%	765,225
Taxes and tax equivalents	1,707,997	2.9%	1,376,991	2.9%	331,006
	5,128,928	8.8%	4,032,697	8.4%	1,096,231
Total Operating Expenses	12,764,215	21.7%	8,617,796	17.9%	4,146,419
 Total Purchased Power and Operating Expenses	59,327,809	102.0%	45,922,168	95.8%	13,405,641
 <u>Income From Operations</u>	(1,350,861)	-2.0%	1,972,607	4.2%	11,253,749
 <u>Non-Operating Income:</u>					
Interest on investments	287,260	0.5%	70,478	0.1%	216,782
Other non-operating income	154,745	0.3%	30,871	0.1%	123,874
	442,005	0.8%	101,349	0.2%	340,656
 <u>Non-Operating Deductions:</u>					
Interest on long-term debt	166,336	0.3%	145,594	0.3%	20,742
Amortization of debt expense	19,972	0.0%	15,978	0.0%	3,994
Other non-operating expenses	52,830	0.1%	31,239	0.1%	21,591
	239,138	0.4%	192,811	0.4%	46,327
 <u>Net Income</u>	\$ (1,147,994)	-1.6%	1,881,145	4.0%	11,548,078

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
List of Governing Officials**

Mayor and Board of Aldermen

Name	Contact	Principal Business
Lynn Spruill Mayor	(662) 323-2525, ext. 3100 l.spruill@cityofstarkville.org	Full-time Mayor; Co-owner of Spruill Property Management; Realtor
Kim Moreland Alderman, Ward 1	(662) 769-7017 k.moreland@cityofstarkville.org	Family Business Owner
Sandra C. Sistrunk, Alderman, Ward 2	(662) 418-4574 s.sistrunk@cityofstarkville.org	Retired
Jeffrey Rupp Alderman, Ward 3	(662) 323-2525 j.rupp@cityofstarkville.org	Mississippi State University Employee
Mike Brooks Alderman, Ward 4	(662) 341-2300 m.brooks@cityofstarkville.org	Real Estate Appraiser
Hamp Beatty, Alderman, Ward 5	(662) 418-8978 h.beatty@cityofstarkville.org	Insurance Agent
Roy A. Perkins, Alderman, Ward 6	(662) 324-7300 royaperkins@hotmail.com	Attorney
Henry N. Vaughn, Sr. Alderman, Ward 7	(662) 323-2400 h.vaughn@cityofstarkville.org	Administrator

Manager

Name	Contact	Position
Edward Kemp	Phone: (662) 323-3133 ekemp@starkvilleutilities.com	General Manager



WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Stephen D. Flake, CPA
John N. Russell, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA
Jerry L. Gammel, CPA
Clifford P. Stewart, CPA
Edward A. Maxwell, CPA
Bradley L. Harrison, CPA
Justin H. Keller, CPA
Dana R. Estes, CPA
April W. Posey, CPA
Lauren M. Bowen, CPA

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Board of Aldermen of the
City of Starkville, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Electric Department of the City of Starkville, Mississippi, as of and for the 15-month period ended September 30, 2024, and the year ended June 30, 2023, and the related notes to financial statements and have issued our report thereon dated June 27, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Electric Department of the City of Starkville, Mississippi's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Electric Department of the City of Starkville, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the Electric Department of the City of Starkville, Mississippi's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Electric Department of the City of Starkville, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and responses as item 2024-01.

Electric Department of the City of Starkville, Mississippi's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Electric Department of the City of Starkville, Mississippi's response to the finding identified in our audits and described in the accompanying schedule of findings and responses. The Electric Department of the City of Starkville, Mississippi's response was not subjected to the other auditing procedures applied in the audits of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

West Point, Mississippi
June 27, 2025

Watkins Ward and Stafford, P.C.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Schedule of Findings and Responses**

2024-01: Revenue Bond Ordinance Requirements Not Followed (Repeat Finding)

Statement of Condition

The Electric Department failed to adequately fund the accounts as required by the bond resolution of its Series 2020 Revenue Bond Issue.

Criteria

The bond resolutions of its Series 2020 Revenue Bond Issue require the Electric Department to segregate and fund monthly accounts as prescribed by the bond resolution.

Effect

The Electric Department has violated the provisions of the Series 2020 Revenue Bond Issue's bond ordinances.

Cause

Adequate deposits as required by the Series 2020 Revenue Bond Issue bond ordinances were unintentionally overlooked.

Recommendation

All required bond-related accounts should be adequately funded.

Response

All accounts relating to the Series 2020 Revenue Bond Issue have now been funded as prescribed by the bond ordinances.

**ELECTRIC DEPARTMENT OF THE
CITY OF STARKVILLE, MISSISSIPPI
Summary of Prior Audit Findings**

2023-01: Revenue Bond Ordinance Requirements Not Followed

Statement of Condition

The Electric Department failed to adequately fund the accounts as required by the bond resolution of its Series 2020 Revenue Bond Issue.

Recommendation

All required bond-related accounts should be adequately funded.

Status

The Electric Department still fails to follow revenue bond ordinance requirements. This is still a finding in the current year report. See Finding 2024-01.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 08.05.2025
PAGE: 1

SUBJECT: Consideration of approval of Change Order #1 for Ditch 1 Alternate Sludge Removal for the Ernest E. Jones WWTP Aeration Improvements Project.

<u>AMOUNT & SOURCE OF FUNDING:</u>	ARPA (City)	\$1,240,000
	ARPA (County)	\$1,000,000
	MCWI	\$2,240,000
	<u>Capital Funds</u>	<u>\$4,420,415</u>
	Total	\$8,900,415

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This change order is adding a line item for an alternate method of sludge removal and disposal from Oxidation Ditch 1 at a cost of \$230,000. After construction had commenced and the oxidation ditch drained, it was discovered that the original quantity of sludge removal was underestimated for Ditch 1. The contract approved method includes transport and disposal at the landfill. To reduce cost for the anticipated larger quantity of sludge, the proposed alternate method will include transport and disposal into the existing lagoon at the treatment plant. This is the recommendation of the Project Engineers to maintain compliance, reduce cost and maintain project budget.

By utilizing remaining quantity from the current sludge removal line item and contingency funds, the current contract amount is not expected to increase with this change order. Actual quantities will be adjusted with the final change order for the project.

Below are some photos of the Oxidation Ditch #1 construction photos as of 7/29/25





SUGGESTED MOTION:

Move approval of Change Order #1 for Ditch 1 Alternate Sludge Removal for the Ernest E. Jones WWTP Aeration Improvements Project.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.:
AGENDA DATE: August 5, 2025
PAGE: 1

SUBJECT: Consideration of accepting the sole source quote from Wesco/Anixter Inc. for 1,000 V4 water modules in the amount of \$162,460.00.

AMOUNT & SOURCE OF FUNDING: 2025 Budget

FISCAL NOTE: Anixter Inc. \$162,460.00

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward Kemp (662)323-3133 ext.1101
These are a sole source item from Wesco/Anixter Inc. and are not on source of supply.

This supply will give us some additional stock for new installations and antennae replacement on water meters that are not communicating and having to be manually read. We have approximately 3500 water meters that are currently not communicating. We have an order of 2000 units expected on 08/21/2025. A second order of 1000 units was ordered on 04/16/2025 and is expected in October/November timeframe. An additional 1000 units will fulfill the needed component plus additional stock for new installations and future failed units.

There is a 26-week lead time (mid-January) on the order.

SUGGESTED MOTION:

Move approval of accepting the sole source quote from Wesco/Anixter Inc. for 1,000 V4 water modules in the amount of \$162,460.00.



QUOTE

Anixter Inc.
6423 Shelby View Dr.
Suite 108 (Utilities)
Memphis, TN 38134
Phone: (901) 531-1500
Fax: 901.527.7721

ORDERED BY	QUOTE DATE	QUOTE NO.
	07/14/25	6472110-00
P.O. DATE	P.O. NUMBER	PAGE NO.
07/14/25	QUOTE 7/14/25	1 of 1
SALES REP	TAKEN BY	FREIGHT OUT
TCHE	TMXF	NO



CUST #: 1001597

BILL TO: STARKVILLE UTILITIES DEPT.
PO BOX 927
STARKVILLE, MS 39760-0927

SHIP TO: STARKVILLE UTILITIES DEPT.
605 HWY 182 EAST
DEPT OF ELECTRICITY
STARKVILLE, MS 39759

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - tMem/3901	Best Way		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
1	EW203200000 SN Water V4 - Pit Mount w/ (NICOR) CONNECTOR ** 26 WEEK LEAD TIME **	1000		1000	each	155.42	155420.00
2	EW10000B000 V4 MOUNTING KIT- REMOTE MOUNT W/LONGER SCREWS ** 9 WEEK LEAD TIME **	1000		1000	each	7.04	7040.00
2	Lines Total	Qty Shipped Total		2000		Total Invoice Total	162460.00 162460.00

Last Page

All sales are subject to the Anixter Terms & Conditions of Sale found at www.anixter.com/termsandconditions. Product safety data sheets may be found on the same website. Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon time from such products being available for delivery or pick-up. BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS & CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage & transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Utilities
AGENDA DATE: 08.05.2025
PAGE: 1

SUBJECT:

Consideration of hiring Neel-Schaffer to perform archaeological and environmental studies for the ARC-MS-22235, City of Starkville's Stark Road Wastewater Rehabilitation Project.

AMOUNT & SOURCE OF FUNDING: Paid for with grant funding.

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

SUMMARY:

The City of Starkville has received funding approval under the Appalachian Regional Commission Area Development Grant Program, Grant Number ARC-MS-22235, in the sum of \$750,000.00 for the purpose of the rehabilitation of the City of Starkville's Wastewater system along Stark Road, located between Highway 182 to the north and Highway 12 to the south, Starkville MS, within the city limits.

During the process of completing the environmental review, it was discovered by the Mississippi Department of Archives and History that a recorded archaeological site was in close proximity to the project area and MDAH has requested a cultural resources survey be performed by a professional archaeologist.

FOR MORE INFORMATION CONTACT:

Mandee Lewis - mlewis@gtpdd.com
Edward Kemp - (662)323-3133 ext. 1101

SUGGESTED MOTION:

Move to approve the hiring of Neel-Schaffer to perform archaeological and environmental studies for the ARC-MS-22235, City of Starkville's Stark Road Wastewater Rehabilitation Project.

July 8, 2025

Ms. Mande Lewis
GTPDD
106 Miley Road
Starkville, Mississippi 39759

RE: Proposed Pipe Installation, Starkville, (ARC) MDAH Project Log #06-177-25, Oktibbeha County

Dear Ms. Lewis:

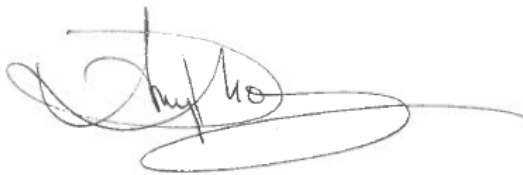
We have reviewed the request for cultural resources assessment, received on June 26, 2025, for the above referenced project in accordance with our responsibilities under Section 106 of the National Historic Preservation Act and 36 CFR Part 800.

After review, due to the presence of recorded archaeological sites in close proximity to the project area and the area of potential effect not previously being examined for cultural resources, it is our determination that a cultural resources survey must be performed by a professional archaeologist. The resulting report should reference the project log number above on the title page.

A list of individuals who have represented themselves as being willing and qualified to do archaeological survey work in Mississippi will be furnished upon request. A copy of this letter should be made available to the contracting archaeologist(s).

If you have any questions, please do not hesitate to call us at (601) 576-6940.

Sincerely,



Amy D. Morgan
Review and Compliance Officer

FOR: Katie Blount
State Historic Preservation Officer