

AGENDA

OKTIBBEHA COUNTY BOARD OF SUPERVISORS

Scheduled Board Meeting: January 20, 2026

9:00 a.m. Call to Order & Prayer

9:05 a.m. Citizen's Comment Period

9:10 a.m. Presentations

1. **National Caucus and Center on Black Aging (NCBA) – Linda Floyd**
 - Presentation regarding the Senior Community Service Employment Program (SCSEP) and Request for Oktibbeha County to serve as a Host Agency.
2. **Slaughter & Willingham, PLLC – Mike Slaughter / Nathan Willingham**
 - Approval of Professional Services Agreement for Phase I Comprehensive Plan.

9:40 a.m. Consent Agenda

1. **Tax Assessor/Collector - JoHelen "Joey" Walker**
 - Approval of Petitions for Decrease of Assessment (Real Property) – 2025 Tax Roll.
 - Approval of Petitions for Decrease of Assessment (Personal Property) – 2025 Tax Roll.
2. **County Administrator - Wayne Carpenter**
 - Approval of Standard Invoices for Payment (Mitchell McNutt, GTR LINK, NACo).
 - Approval of Legal Invoices (Fund 656 – OCH Liability Risk).
 - **Recommendation of Award – IFB 20251209-01:** Sheriff's Vehicle Upfitting to Kirk Auto World (\$278,960.00).
 - Approval of In-Kind Services for Sudduth Elementary PTO "Touch-A-Truck" Event (May 2, 2026).
3. **Chancery Clerk - Sharon Livingston**
 - Certification of 2025 Homestead Exemption Tax Loss.
4. **County Engineer – Clyde Pritchard**
 - Approval of Board Orders to Cancel Inactive State Aid Projects (SABP-53(03), SABP-53(02), and LSBP-53(20)).
5. **Human Resources – Jennifer Franklin**
 - Approval of Personnel Actions Report (Hires, Discharges, Resignations, and Merit Increases).

9:45 a.m. County Engineer – Clyde Pritchard

1. Approval of Payment for Soluble Sulfate Tests – LSBP-53(17) Dry Creek Road Bridge.
2. Update on Right-of-Way Acquisition and Discussion of Design Services Payment – LSBP-53(18) Sherman Drive.
3. Presentation of State Aid Road Status of Funds Report (As of 12/31/2025).
4. Approval of Quote for Temporary Striping – SAP-53(20) County Lake Road.

5. Progress Update: Emergency Slope Stabilization at 4 Professional Plaza.
6. Authorization to schedule formal presentation by Dungan Engineering regarding LiDAR Road Mapping Proposal.

10:10 a.m. Road Department – Victor Collins

1. No Items Submitted.

10:25 a.m. County Administrator – Wayne Carpenter

1. **Recommendation of Award – IFB 20251125-003:** Construction of Moor High/District 5 Fire Station to King Construction, LLC (Base Bid + Additive Alternate #1).
2. **Resort Status Request:** Endorsement of "Qualified Resort Area" status for The Blueberry Peace Farm (10580 Hwy 82).
3. **Approval of Governance Policy ADM-POL-002:** Strategic Vision, Mission, and Values Policy (Including implementation of the Oath of Service).
4. **Adoption of Strategic Investment Policy (FIN-POL-006):** Framework for maximizing returns on idle funds from the depository and various other funds, including proceeds from the OCH Sale.
5. **Fixed-Rate Term Investment Bids:** Authorization to solicit bids in accordance with the Strategic Investment Policy.

10:40 a.m. Chancery Clerk - Sharon Livingston

1. **Award of Primary County Depository Contract (2026-2030):** Selection of Guaranty Bank for a four-year term using a ladder interest rate structure and the Insured Cash Sweep (ICS) model.

10:45 a.m. Board Attorney – Rob Roberson

1. **Executive Session: Mammogram Services Agreement (Baptist):** Approval of agreement regarding mammogram services and associated liability/operational terms.

11:00 a.m. County Business

1. No Items Submitted.

11:05 a.m. Adjourn

Item Cover Sheet

Department: Presentations

Subject: Senior Community Service Employment Program (SCSEP)

Request: Presentation regarding the SCSEP and Request for Oktibbeha County to serve as a Host Agency.

Background: The National Caucus and Center on Black Aging (NCBA) manages the Senior Community Service Employment Program (SCSEP), which is a federally funded work-based training program for low-income, unemployed seniors aged 55 and older. The program is designed to provide participants with skills and experience through part-time assignments at community service organizations.

Summary: The NCBA is requesting that Oktibbeha County serve as a Host Agency. As a Host Agency, the County provides a training environment and supervision for participants. The NCBA serves as the employer of record, meaning all participant wages, benefits, and workers' compensation are paid for through the NCBA using federal grant funds. There is no direct payroll cost to the County. The County Administrator and Human Resources Director have reviewed the agreement to ensure compliance with county liability and operational standards.

Action Required: Approval for Oktibbeha County to serve as a Host Agency for the SCSEP.

Fwd: Host Agency Package

1 message

orlando trainer <otrainer74@gmail.com>

Tue, Nov 25, 2025 at 11:37 AM

To: "jfranklin@oktibbeha.ms.gov" <jfranklin@oktibbeha.ms.gov>

----- Forwarded message -----

From: **Linda Floyd** <l.floyd888@gmail.com>

Date: Sun, Nov 23, 2025, 5:32 PM

Subject: Host Agency Package

To: orlando trainer <otrainer74@gmail.com>

*Mr. Johnson -
Linda's Supervisor*

Hello,

Attached is the Host Agency Package which includes the Host Agency Application, Host Agency Handbook and Letter of Agreement.

 Host Agency Application.pdf Host Agency Handbook (PY24) (1).docx Letter of Commitment.pdf

Please let me know if you have any questions.

Kind Regards,

**Linda Floyd**

P.O. Box 395 | Louisville, MS 39339

Cell: 662-705-8141

Office: 662-446-9502 — *not in service*

Email: L.floyd888@gmail.com

"The ends you serve that are selfish will take you no further than yourself but the ends you serve that are for

Re: Jennifer Franklin

1 message

Jennifer Franklin <jfranklin@oktibbeha.ms.gov>

Wed, Nov 26, 2025 at 7:22 AM

To: Linda Floyd <l.floyd888@gmail.com>

Thank you for the information. I will print everything, review and get back with you within the next two weeks. Have a wonderful Thanksgiving!

Sincerely,



Jennifer Franklin | Human Resources Director | Oktibbeha County | 108 W Main Street | Starkville, MS
| 39759 | 662.323.1520 ext. 1003
Schedule a Time with Jennifer

On Tue, Nov 25, 2025 at 10:01 PM Linda Floyd <l.floyd888@gmail.com> wrote:

 Host Agency Application.pdf Host Agency Handbook (PY24) (1).docx Letter of Commitment.pdf

It was a pleasure speaking with you.

On Tue, Nov 25, 2025 at 2:15 PM Jennifer Franklin <jfranklin@oktibbeha.ms.gov> wrote:

Hi Ms. Floyd,

Look forward to reviewing the information. Have a Happy Thanksgiving!

Sincerely,



Jennifer Franklin | Human Resources Director | Oktibbeha County | 108 W Main Street |
Starkville, MS | 39759 | 662.323.1520 ext. 1003
Schedule a Time with Jennifer



National Caucus and Center on Black Aging, Inc.



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INTRODUCTION

This handbook serves as a guide to acquaint the host agencies with the standard operational procedures of the National Caucus and Center on Black Aging Inc. (NCBA) Senior Community Service Employment Program (SCSEP). Furthermore, this is a resource tool for federal compliance laws, project policies and guidelines.

The older workers placed in the agencies constitute one of the nation's most valuable, untapped resources. They represent many years of wisdom, knowledge, and talent that deliver vital services in rural and urban communities throughout the nation. It will become clear to host agencies that these older workers demonstrate willingness to do their assigned tasks and eagerness to learn, although many of them have been out of the workforce for many years.

It is NCBA's hope that this training will help the older workers enter permanent employment. As wage earners, the older workers are now able to improve their standard of living with dignity and respect, as well as contribute to the GNP (Gross National Product) of the local economy

It is NCBA's belief that, with in-service supervision and on-the-job training, there are no limitations to the types of services these older workers could provide agencies. Currently, NCBA is authorized to serve 2,456 older workers placed in agencies across the United States. They are being trained in a full range of services that include museum curators, greeters, correctional officers, bus drivers, office managers, health aides, radio-dispatch operators, receptionists, file clerks, data entry, etc.

BENEFITS TO THE AGENCIES AND THE OLDER WORKERS

All NCBA SCSEP host agencies, which are our main training sites, must be:

- Public Agencies – These are any organization, agencies or entities that are established by an authorization of a local, state or federal statute, law or executive order; or
- Non-Profit Organizations – These are organizations that have a 501(c)(3) tax exempt status from the Internal Revenue Service.

Given the importance of community service in SCSEP, the program makes a difference in the host agencies' ability to provide services to the community. To do that effectively, NCBA makes every effort to match the needs of the host agencies with the desired job skills and training goals of the participants.

Various opportunities are provided to the older workers to put their existing skills to good use as well as acquire new job skills that enable them to find unsubsidized permanent jobs and to

contribute in tangible ways to their communities that in turn will instill knowledge and a sense of being productive as well as important.

Host agencies, however, have the right to refuse any participant training at their sites. In such cases, the Program Managers will be required to request written statements from the supervisors explaining the reasons for separation and thoroughly investigate to rectify the situation.

ADMINISTRATION OF PROGRAM

The United States Department of Labor (US DOL) provides the funds directly to NCBA, Inc. to operate the Senior Community Service Employment Program (SCSEP). The National Office of the NCBA-SCSEP is in Washington, D.C. at 1220 L Street, N.W., Suite 800, Washington, D.C. 20005. The phone number is 202-637-8400, and our website address is www.ncba-aging.org.

NCBA-SCSEP maintains a full-time staff that is responsible for the direct administration of the program in each of the seven states and the District of Columbia. All communications regarding any operational aspects of the program should be directed to the Program Manager or the designated SCSEP local representative.

FUNDING AND PURPOSE OF PROGRAM

The purposes and goals of the SCSEP are to foster individual economic self-sufficiency and promote part-time opportunities in community service assignments for unemployed low-income persons who are 55 years of age or older, particularly persons who have poor employment prospects, and to increase the number of older persons who may enjoy the benefits of unsubsidized employment in both the public and private sectors.

The NCBA-SCSEP is funded under Title V (SCSEP) of the Older Americans' Act to meet these goals and the entire program is administered by the Division of Older Worker Programs Employment and Training Administration (ETA) of the US DOL. The SCSEP operates under the auspices of the NCBA which was established in 1970 as a vehicle for research and the development and administration of programs designed to improve the quality of life for the aging.

SUPPORTIVE SERVICES

Supportive services are provided by NCBA to help participants obtain and retain unsubsidized employment. These services will include but are not limited to; payments of the reasonable cost of transportation, some health, and medical services, special job-related or personal counseling, and incidentals such as work shoes, badges, uniforms, eyeglasses, and tools.

Participants may request supportive services at any of the following times: initial assessment into the program, 6-month reassessment, 1 year recertification, IEP change, Host Agency transfer, exit for unsubsidized employment or upon request.

STEVEN'S AMENDMENT

The Senior Community Service Employment Program is supported by a total funding of 26,980,077, of which 90% or \$24,282,069 is funded by the Department of Labor and 10% or \$2,698,008 is funded by non-federal sources .

:

PARTICIPANT RELATIONSHIPS AND TRAINING HOURS

NCBA-SCSEP participants will be assigned at the host agency sites to be trained for up to 20 hours per week. The training hours will be established through collaborative discussions involving the representatives of the host agencies, the NCBA-SCSEP participants and the State SCSEP offices. *For that reason, the host agencies are not allowed to make any changes of the scheduled training hours of any SCSEP participant without any discussions with and approval of the NCBA State SCSEP Program Manager. At no time, should any participants be expected or asked to stay beyond their scheduled hours.*

The SCSEP is designed only to provide part-time training opportunities in community service work settings until the participants are placed in unsubsidized employment either at their host agencies or with other employers. Therefore, during their training period, participants are not employees of either the host agencies, the NCBA-SCSEP or the DOL.

MAINTENANCE OF EFFORT

NCBA-SCSEP would like to ensure that any participants' assignments **do not reduce** the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. NCBA must specifically ensure that assignments **do not:**

- Displace currently employed workers including partial displacement such as reduction in non-over-time work, wages or employment benefits.
- Impair existing contracts or result in the substitution of Federal funds for other funds in connection with other work that would otherwise be performed.
- Assign or continue to assign a participant to perform the same work or substantially the same work as performed by an individual who is laid-off.

NCBA-SCSEP should develop and implement methods for recruiting new host agencies to provide a variety of training options that enable participants to increase their skill level and transition to unsubsidized employment.

HOLIDAYS, ANNUAL LEAVE, AND SICK LEAVE

NCBA SCSEP does not offer paid sick or annual leave to the participants. However, the SCSEP participants will be allowed to make up time for scheduled work hours lost during which the participants' host agencies are closed for Federal holidays. This may be paid in the form of rescheduled work time if the time is made up in the same pay period as the holiday falls.

ABSENTEEISM

All SCSEP participants should notify their host agency supervisors as soon as they know that they are unable to report to their training sites on time or not coming in at all. ***In turn, the host agency supervisors should notify the NCBA State Offices immediately.***

JURY DUTY

Participants who are called for jury duty services or required by court summons to attend court proceedings on any scheduled training day regarding matters in which the participants have no financial interest will receive their regular rate of pay minus the per diem fees paid by the court. In order to receive their stipend, they are required to attach evidence of service to their appropriate time sheets and must report all court fees received excluding mileage and other expenses to NCBA.

TIMESHEETS AND PAY PERIODS

All SCSEP participants will receive their stipends for their training hours directly from NCBA-SCSEP. Therefore, all questions and concerns that the participants may bring to host agencies' attention concerning pay should be referred directly to the NCBA State Program Managers.

All SCSEP participants will be paid bi-weekly. Their stipends are based on the higher of the federal, the state or the local minimum wage rates. Participant timesheets should be received by the NCBA State offices via email, or delivery before 10:00 a.m. on the due date. To avoid delays in the SCSEP participants receiving their stipends, it is important to ensure the following:

- A.** All time sheets are properly signed by the participants as well as the authorized agency representatives. **Time sheets that are not signed by both parties will not be accepted.**
- B.** NCBA asks that the host agencies retain copies of each participant's time sheet for record-keeping purposes.
- C.** Time sheets are legal documents. They must be completed accurately and must be signed by both the participant and the host agency supervisor to verify accuracy and by the Program Managers to authorize processing and payment.
- D.** Any correction on the time sheets must be done by crossing out and entering the correct information and must be initialed by the person(s) making the corrections. White-outs or any other correctional fluids should **NOT** be used on time sheets.
- E.** If it is necessary to change an entry on the time sheet, that entry must be crossed out by lines (preferably by an "X") and not blotted over with ink. Any replacement entries must be initialed, and comments made in the comment's column. All persons who previously signed the time sheet must be informed of the changes made. This procedure must also be followed when using a computer to prepare the time sheet.

- F. Since the SCSEP is designed to provide part time training in community service work settings, ***no overtime or volunteer hours*** should be reflected on time sheets at any time as participants are not allowed to train for either of those hours.
- G. Participants are **NOT** allowed to sign blank time sheets. All the pertinent information should be filled out before the participants and any other required persons sign the time sheets.
- H. Any illegal alteration of the participants' time sheets by any host agency personnel will be in violation of the host agency's commitment to the principles of the NCBA and the rules and regulations of the SCSEP and will be grounds for terminating the host agency agreement and the removal of the participants from the host agencies.

PHYSICAL EXAMINATIONS

All SCSEP participants (except for those who request a waiver), will have the option to receive a free physical examination prior to the start of their assignments at the host agency sites.

SAFETY

NCBA has a strict policy regarding the safety of all participants training at all host agency sites. Participants, who show signs of repeated physical ailments which may adversely affect their training performance, and therefore their safety, should be reported to the NCBA Program Manager by the Host Agency supervisor immediately for appropriate action. Accordingly, NCBA staff persons will conduct annual safety checks at each host agency in order to determine that our seniors are training in safe environments. This will ensure that our seniors are not exposed to unreasonable risks that may affect their health, physical well-being, or mental well-being. If unsafe conditions are found in the training areas, the Host Agencies will receive the specific information and will be asked to correct the hazard within a specified time frame. Failure to complete the corrections on time will result in termination of the Host Agency Agreement and reassignment of all the participants.

All SCSEP participants involved in home repair/weatherization, natural disaster clean-up and fix-up, carpentry or outdoor beautification and who are using equipment with cutting parts such as chain saws – must be provided with the necessary and sufficient protective gear that includes, but are not limited to the following: hard hats, goggles, industrial gloves, knee pads, etc.

TO EMPHASIZE: ALL HOST AGENCIES MUST PROVIDE SAFE AND *HAZARD FREE TRAINING ENVIRONMENTS* TO ALL PARTICIPANTS WHO ARE TRAINING AT THEIR SITE, AND REPORT ALL PARTICIPANT RELATED ACCIDENTS THAT OCCUR AT THEIR SITE TO THE RESPECTIVE NCBA-SCSEP STATE OFFICE ON THE SAME DAY or WITHIN **24 HOURS OF THE OCCURRENCE OF THE ACCIDENT. MORESO, HOST AGENCIES SHOULD COMPLY WITH STATE ISSUED NATIONAL/GLOBAL PANDEMIC GUIDELINES TO ENSURE THE SAFETY OF SCSEP PARTICIPANTS.**

GENERAL LIABILITY INSURANCE COVERAGE FOR PARTICIPANTS

All participants assigned to host agencies are under the supervision of the authorized Host Agency representatives. Although NCBA is the "general trainer" of the participants, the host agencies are the "special trainers" and, therefore, liable for SCSEP participant's negligence while

on training. Host agencies are **required** to cover this contingency under their **COMPREHENSIVE GENERAL LIABILITY INSURANCE POLICY**.

HOST AGENCY VISITATION BY THE STATE SCSEP STAFF

Each Host Agency will be visited a minimum of twice each year by a representative of the SCSEP State office. The length of each visit will be determined by the topics to be discussed and are never intended to be time consuming.

The Host Agency visitation may be for any one of the following reasons:

- A. A DOL monitoring;
- B. at the request of the host agency;
- C. to perform a safety check or host agency monitoring;
- D. to discuss new and innovative projects;
- E. to provide counseling and other supportive services to the participants, if required;
- F. to discuss current and future SCSEP activities as they relate to the host agencies; or
- G. to review the participant folders that all host agencies are required to maintain on each participant past and present.

UNSUBSIDIZED PLACEMENT AT THE HOST AGENCY

The one major purpose and goal of the SCSEP program is to help the participants enter unsubsidized employment. We certainly hope that all host agencies will regard our participants as potential employees and do not view and treat the SCSEP participants as “**free help**”. When any SCSEP participant is found to be competent, trustworthy, and capable of contributing successfully to the host agency, we encourage the host agency to consider these participants for any job openings whenever they are available. This fulfills the SCSEP mission and provides us an opportunity to offer training to another participant.

IN-KIND CONTRIBUTIONS

NCBA requires an in-kind contribution from Host Agencies in which SCSEP participants are placed. In-kind contributions are calculated on a quarterly basis and constitute the (non-federal) cost of equipment, supplies, supervision, etc., provided by the host agency to assist the participant in successfully accomplishing the assigned duties and responsibilities according to the established job description. ***Participants cannot remain in training at a host agency that has not timely submitted their annual host agency renewal agreements and letter of commitment. (In-kind contribution packet will be sent along with this manual)***

PROJECT LIMITATION: SPECIAL LIMITATIONS ON PARTICIPANT PROJECTS

The following constitute special limitations on SCSEP participant projects as outlined in the Federal regulations governing the operation of the program. Any violations of these imitations shall result in the immediate removal of the SCSEP participants from your agency:

- A. Participants may **NOT** be given keys to open or close any facility at their host agencies.
- B. SCSEP participants shall **NOT** be assigned to projects that benefit private profit-making organizations.
- C. Projects and/or activities of participants shall **NOT** involve partisan political activities in violation of Chapter 15 of Title V, United States Code. Some of the prohibited activities under this section include but are not limited to the following: the assignment of workers to take part in voter registration activities, collecting funds, making political speeches, assisting at political meetings, doorbell-ringing, and the distribution of political pamphlets to persuade others of any political views.
- D. Participant assignments may **NOT** be made to local project sponsors that discriminate with respect to age, gender, race, religion, political affiliation or sexual preference.
- E. Participants may **NOT** be involved in projects connected with the construction, rehabilitation, repair, painting, operation or maintenance of any facility used or to be used as a place for sectarian, religious worship or instruction.
- F. Projects may **NOT** be established that will result in the displacement of currently employed workers.

In addition, violation of the following will be grounds for removal of the NCBA-SCSEP participants from the host agency:

- A. Failure to provide supervision to NCBA-SCSEP participants;
- B. changing of training site or training description without notifying the NCBA-SCSEP State Program Manager;
- C. failure to provide a training-site that is safe and does not expose the participant to unreasonable risk, including but not limited to, potential harm to health or body;
- D. failure to have participants' time sheets completed correctly, on time, and emailed or delivered to the local state NCBA office.
- E. the inability to maintain an adequate liaison with the NCBA-SCSEP state office concerning the conditions of the training, potential job placement, and the progress of the participant(s) by means of telephone and email.

PARTICIPANT STANDARDS OF PERFORMANCE

All SCSEP participants who are placed in any host agency are paid by NCBA-SCSEP. Therefore, the authority to enroll participants in the program and/or terminate them from the program rests solely with the NCBA-SCSEP State Program Managers. However, host agencies may only dismiss, **not fire**, the SCSEP participants from their training sites.

During the orientation period, all SCSEP participants have been informed of the expected standards of performance and conduct. Upon dismissal of the participants from the training site, they must notify the NCBA-SCSEP State Program Managers immediately and provide written documentation and explanation for the dismissal. Accordingly, the NCBA-SCSEP State Program Managers or their staff designee will schedule a meeting with the agency to resolve the matter whereby the outcome is mutually beneficial to all parties involved.

Violations by participants of the following standards of conduct shall be grounds for disciplinary action that may include removal of the participant from the host agency sites and even termination from the NCBA/SCSEP program. All violations by participants should be in writing and submitted to State Program Managers.

- Intentional falsification of hours on time sheets, job search logs and other official documents.
- Repeated refusal to cooperate in the determination of the participant's continued enrollment in the program, e.g., not providing requested documents or missing re-certification appointment.
- Refusal to cooperate with the supervisors and coworkers at the training site to maintain confidentiality and to comply with the training site (host agency) policies.
- Theft, abuse, damage or willful negligence and destruction to the training site property, equipment, and supplies.
- Intentional disregard of safety practices.
- Inability to execute daily assigned tasks due to negligence or sleeping during training hours
- Training site harassment and/or discrimination on the basis of gender, race, color, religion, national origin, sexual preference, age and marital status or disability.
- Using obscene, abusive, or threatening language or behavior or both.
- Non-compliance with NCBA's alcohol and drug-free policy that strictly prohibits participants from possessing, consuming, selling, distributing, purchasing and manufacturing of any illegal or non-prescribed drugs. Prescription drugs however are allowed if they do not affect the ability to perform or do not compromise the safety of the participant and others at the site.
- Reporting to the training site while under the influence of alcohol and or illegal drugs and attempting to perform the assigned duties.
- Failing to return from an approved break on time without proper notification and acceptable reason such as participant's own health or other family issues.
- Conviction of a felony or any other crime committed at the work-training site while the participant is on or off duty, or while the participant is on duty at a location other than the work-training site.

THOUGHTFUL MANAGEMENT PRINCIPLES FOR THE OLDER PERSONS

It is NCBA's strongest belief that the following principles provide an excellent procedural basis to guide the host agencies' supervision of our participants placed there. However, these principles alone are not sufficient to meet our goals and mission. The host agency should be sensitive to the level of job skills and employment readiness of our participants. The goal of NCBA and the host agency is to work together to implement ways of improving the resourcefulness, motivation, and willingness of our participants to both learn new skills and enhance existing skills. By following this practice, the participants and their communities will reap the benefits.

A SCSEP PARTICIPANT HAS A RIGHT TO:

- A. Be treated as a co-worker – **NOT FREE HELP**.
- B. A suitable assignment with consideration for personal preference, temperament, life experience, education, and employment background.
- C. Know as much about the site as possible – its policies, its people, and its programs.
- D. A training schedule and training description which accurately reflects the tasks and responsibilities of the training position with the right to participate in updating the training description periodically to accommodate changes in tasks and/or responsibilities.
- E. Timely training for the position – thoughtfully planned and effectively presented.
- F. Continued on-the-job training for greater responsibilities.
- G. A safe, designated place to train that will be conducive to good performance.
- H. Patient and thoughtful guidance from an informed and experienced supervisor.
- I. Diverse learning experiences.
- J. Consideration for permanent employment when vacancies occur in commensuration with the participant's capabilities and interests.
- K. Express and have their opinions heard regarding their training assignments.
- L. Recognition of experienced skills.

THE RESPONSIBILITIES OF THE HOST AGENCIES ARE TO:

- A. Provide the materials and equipment necessary to perform assigned duties.
- B. Assure a consistent training assignment for NCBA-SCSEP participants so that they can improve on their existing skills and acquire new ones.
- C. Include participants in staff development opportunities.
- D. *Give first consideration to employing participants when positions become available for which they are qualified or assist in facilitating entry into the competitive labor market.*
- E. Keep the NCBA-SCSEP local staff informed of the participants' progress and any training-related problems, and complete evaluations as required.

- F. Verify and sign time sheets and assure that they are completed correctly and forwarded to the state office on time. Failure to do so, can result in delayed stipend payment to our participants.
- G. Submit agency report of non-federal matching share quarterly. In-kind contributions represent the value of services and supervision provided to the participants or NCBA-SCSEP by the host agency. Title V of the Older Americans Act requires 10% matching share for the total project costs.
- H. The **IN-KIND CONTRIBUTIONS** claimed on the report must not have been supported directly from Federal dollars.
- I. Provide training related orientation to the participants, maintain the participants' training descriptions and Individual Employment Plan (IEP) and notify NCBA-SCSEP of any changes in advance.
- J. Adhere to the policies and procedures established in the handbook for participants and host agencies.
- K. Provide available supportive services when possible and appropriate. Assure that participants do not train more than the hours authorized on the training schedule unless advised by NCBA to do so. This is considered volunteering hours and is against our federal regulations.
- L. Permit participants to attend training sessions and job interviews during training hours. Proper notice should be given by the participants.
- M. Assure that participants are not subject to discrimination based on race, age, color, religion, gender, national origin, handicap, political affiliation, or sexual preference.
- N. Assure that participants do not displace or replace paid employees.
- O. Provide a safe and hazard free training environment to all participants and report all accidents within *24 hours to NCBA-SCSEP state office.*
- P. Designate a supervisor to each participant and assure that the supervisor is not a member of the participant's immediate family.

****APPENDIX****

THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC. AFFIRMATIVE ACTION POLICY

The National Caucus and Center on Black Aging, Inc., affirms that it has enacted an Affirmative Action Plan that addresses itself to the realization of a democratic employment policy. To achieve this goal, NCBA will affirmatively implement the letter and spirit of the objectives set forth in, but not limited to, the following laws, Executive Orders and Regulations:

- Title VI of the Civil Rights Act of 1964 forbidding discrimination in federally assisted programs.

- Title VII of the Civil Rights Act of 1964 which forbids discrimination because of race, color, religion, sex, national origin, ancestry, marital status, age or disability in all employment practices including hiring, promotions, compensation and other terms, privileges and conditions of employment.
- The Equal Pay Act of 1963 which covers all employees who are under the Fair Labor Standards Act. The Act forbids pay differential based on sex.
- The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.
- Federal Executive Order 11373 which requires every agency receiving federal financial assistance to contain a clause against discrimination because of race, color, religion, sex, or national origin.
- Rehabilitation Act of 1973 Section 504 which prohibits discrimination and ensures access to services for the handicapped.
- Administration on Aging Program Instruction AoA PI-75 II which mandates all grantees to develop affirmative action plans. Agencies which are part of an “umbrella” agency shall develop and implement an Affirmative Action for the single organizational unit. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

ADDITIONAL INFORMATION: SAFETY GUIDELINES FOR COVID-19 PANDEMIC

While we as a nation are living in an unprecedented time with regard to the pandemic, we hope that you will have our participants in a safe and healthy environment. The NCBA has a strict policy for its offices which requires all staff to be masked and to practice social distancing. While we cannot mandate the same for your offices, we do strongly advise our participants to do the same.

If a participant reports any COVID-19 related circumstance or symptoms while assigned at a host agency, supervisors should notify the NCBA SCSEP Program Managers without any delay. Any participant exhibiting COVID-19 symptoms should be sent home immediately. Procedures will be taken by the NCBA SCSEP Program Managers to determine how long the participant will need to be released from their duties. Also, the NCBA SCSEP office will ensure that the return of participants to their host agency will be after clearance from a medical professional backed-up by supporting documents.

Item Cover Sheet

Department: Presentations

Subject: Approval of Professional Services Agreement for Phase I Comprehensive Plan Implementation

Request: Approval of the Professional Services Agreement with Slaughter & Willingham, PLLC and authorization for the Board President to execute the document.

Background: Following the Board's adoption of the Oktibbeha County Comprehensive Plan 2025 on October 20, 2025, the Board issued an order on November 3, 2025, directing the County Administrator to negotiate a professional services agreement. This agreement marks the transition from planning to implementation, translating the County's long-term vision into enforceable regulatory law.

Summary: This phase (Phase I: Implementation) focuses on four primary objectives:

1. **Unified Zoning Ordinance & Map:** Creating a modern land-use framework for the unincorporated county.
2. **Updated Subdivision Regulations:** Ensuring infrastructure (roads/drainage) is built to county standards, shifting maintenance costs from taxpayers to developers.
3. **Septic System & Building Code Guidance:** Addressing public health and safety through phased regulatory adoption.
4. **Administrative Capacity Building:** Designing the internal "Development Review Team" (DRT) workflow and Planning Department structure.

Per the submitted proposal, the total professional fee for Phase I is estimated between \$63,000 and \$75,000, to be billed on an hourly basis as work is completed. These funds are appropriated within the FY2026 Professional Services/Planning budget.

Action Required: 1. Approve the Professional Services Agreement with Slaughter & Willingham, PLLC. 2. Authorize the Board President to execute the Letter of Agreement. 3. Direct the County Administrator to establish a schedule for the first "Implementation Training Session" for the Board and Department Heads.

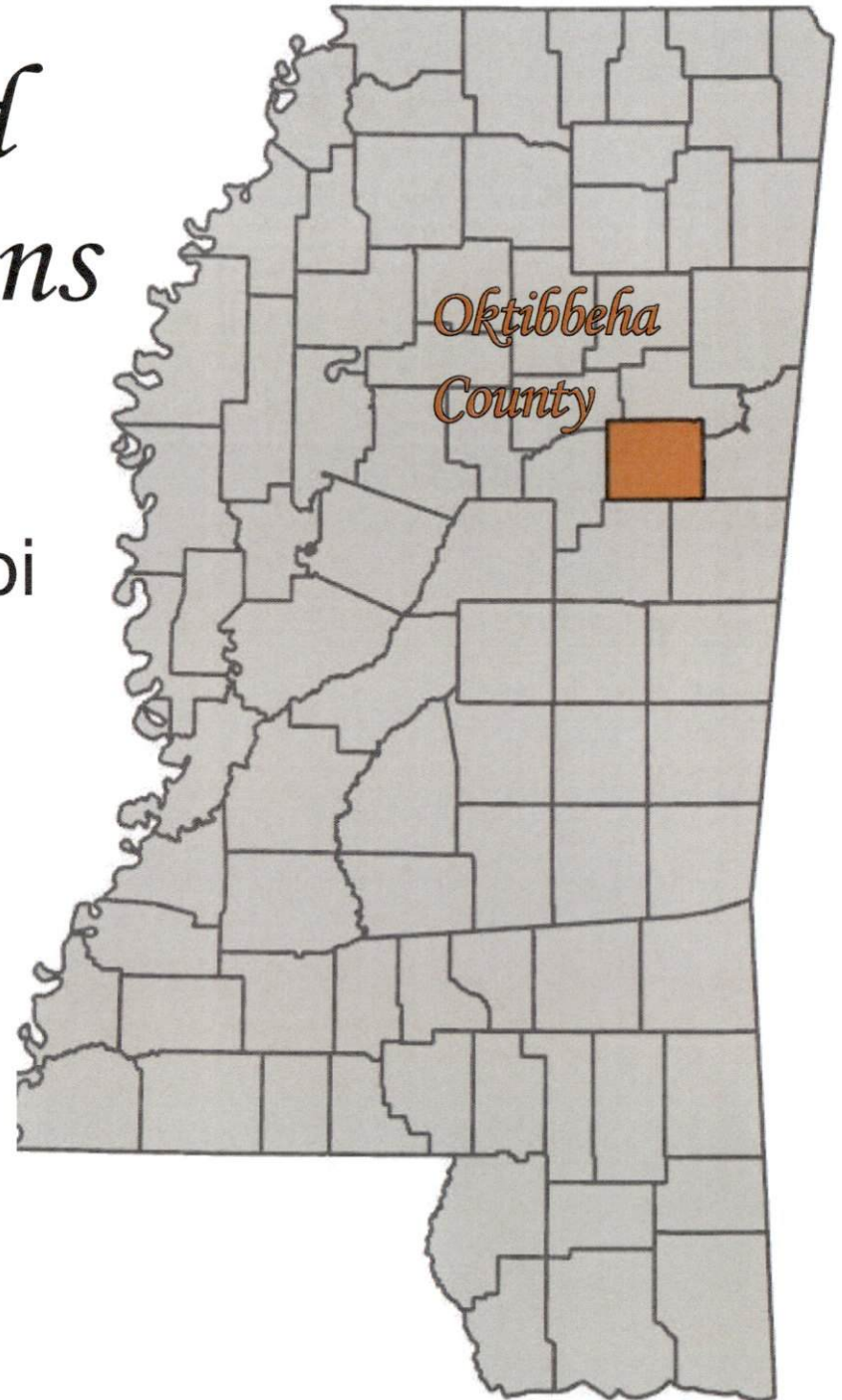
Zoning Ordinance and Subdivision Regulations

Oktibbeha County, Mississippi

January 20, 2026



POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970



About Slaughter & Willingham

- Based in Oxford, Mississippi
- Experience in comprehensive planning, land use controls, public finance, and public management
- Over 60 years of combined experience in these specialties
- Over 200 clients in Mississippi, Alabama, Arkansas, and Tennessee

Professional Services

- Subdivision Regulations
- Manufactured Housing Ordinances
- Comprehensive Planning
- Land Use Controls/Zoning Ordinances
- Redistricting of Voting Districts
- Sign Ordinances
- Property Maintenance and Abandoned Automobile Ordinances
- Governmental Finance Modeling and Budgetary Planning
- Capital Improvements Programming
- Economic Development

About Slaughter & Willingham

Our Team:

- **Mike Slaughter, P.E., AICP, Principal Planner and Founder**
 - Master's Degree in City & Regional Planning, University of Memphis
 - Bachelor of Science in Civil Engineering, The University of Mississippi
 - American Institute of Certified Planners (AICP)
 - Registered Professional Engineer (P.E.)
- **Nathan Willingham, DPA, AICP, Principal Planner**
 - Doctor of Public Administration, Valdosta State University
 - Master of Public Administration, Troy University
 - Bachelor of Science in Political Science, University of North Alabama
 - American Institute of Certified Planners (AICP)
- **Tabb Sanford, Senior Planner**
 - Bachelor of Science in Geography, University of North Alabama
 - Master of Community Planning, Auburn University
- **Samiksha Banjara, GIS Technician**
 - Bachelor of Science in Forestry, Agriculture and Forestry University of Nepal
 - Master of Science in Earth Science (Geography), University of Memphis

Client History List

- | | | | | |
|--|--------------------------------|--------------------------------------|-------------------------------------|---|
| 1. Ackerman | 40. Crittenden County, AR | 80. Lafayette County | 117. Myrtle | 156. Shuqualak |
| 2. Aliceville, AL | 41. Crystal Springs | 81. Lake | 118. Natchez | 157. South Panola School District |
| 3. Amory | 42. Decatur | 82. Lake Caroline, Inc. | 119. New Albany | 158. Southaven |
| 4. Arcola | 43. D'Iberville | 83. Laurel | 120. New Houlika | 159. Southern Farms |
| 5. Baddour Center | 44. Department of Justice | 84. Leakesville | 121. Newton | 160. State of Mississippi Attorney General's Office |
| 6. Baptist (Oxford Inclusion) | 45. Drew | 85. Leflore County | 122. North Panola School Dist. | |
| 7. Batesville | 46. Durant | 86. Lee County | 123. Noxapater | 161. Starkville |
| 8. Bay St. Louis | 47. Ecru | 87. Lincoln County | 124. Ocean Springs | 162. State Line |
| 9. Belzoni | 48. Fayette | 88. Lincoln Co. School District | 125. Oktibbeha County | 163. Summit |
| 10. Benton County | 49. Edwards | 89. Long Beach | 126. Okolona | 164. Sumrall |
| 11. Biloxi | 50. Ellisville | 90. Louisville | 127. Olive Branch | 165. Tate County |
| 12. Blue Springs | 51. Falkner | 91. Lowndes County | 128. Oxford | 166. Taylorsville |
| 13. Booneville | 52. Farmington | 92. Lowndes Co. School District | 129. Oxford School District | 167. Tchula |
| 14. Brandon | 53. Fayette | 93. Lucedale | 130. Panola County | 168. Triana, AL |
| 15. Brookhaven | 54. First Choice Development | 94. Lumberton | 131. Pascagoula | 169. Tunica |
| 16. Brooksville | 55. Florence | 95. Lyon | 132. Pass Christian | 170. Tunica County |
| 17. Brooks Oil | 56. Flowood | 96. Macon | 133. Pearl | 171. Tupelo |
| 18. Bruce | 57. Forest | 97. Madison | 134. Pearl River County | 172. Tutwiler |
| 19. Byhalia | 58. Forrest County | 98. Madison, AL | 135. Petal | 173. Union County |
| 20. Byram | 59. Gautier | 99. Madison County | 136. Pike County | 174. Vancleave |
| 21. Byrd & Wiser | 60. Greenville | 100. Madison Co. School Board | 137. Pitcher Point Investments | 175. Vicksburg |
| 22. Calhoun City | 61. Greenwood | 101. Magee | 138. Pontotoc | 176. Walls |
| 23. Caledonia | 62. Grenada | 102. Magnolia | 139. Pope | 177. Waring Oil |
| 24. Canton | 63. Grenada County | 103. Marion | 140. Poplarville | 178. Water Valley |
| 25. Canton School District | 64. Gulfport | 104. Marks | 141. Port Gibson | 179. Waveland |
| 26. Carroll County | 65. Guntown | 105. Marshall County | 142. Prattville, AL | 180. Weir |
| 27. Center on Rural Innovation | 66. Hancock County | 106. Memphis, MS | 143. Prentiss | 181. Wesson |
| 28. Carthage | 67. Harrison County | 107. Memphis, TN | 144. Quitman | 182. West Point |
| 29. Clarksdale | 68. Hattiesburg | 108. Meridian | 145. Richland | 183. Winona |
| 30. Clearly Water, Sewer & Fire District | 69. Hernando | 109. Mid Delta Community Development | 146. Richton | 184. Yazoo City |
| 31. Cleveland | 70. Hickory | 110. Mize | 147. Ridgeland | |
| 32. Cleveland School District | 71. Hollandale School District | 111. Monroe County | 148. Robinsonville | |
| 33. Clinton | 72. Holly Springs | 112. Monroe Co. School District | 149. Roxie | |
| 34. Coahoma Co. School District | 73. Holmes County | 113. Morton | 150. Saraland, AL | |
| 35. Coffeeville | 74. Horn Lake | 114. Moss Point | 151. Sardis | |
| 36. Coldwater | 75. Imperial Palace Casino | 115. Mound Bayou | 152. Sebastopol | |
| 37. Columbia | 76. Indianola | 116. Mt. Olive | 153. Senatobia | |
| 38. Columbus | 77. Jackson | | 154. Shaping Our Appalachian Region | |
| 39. Como | 78. Jefferson County | | 155. Sherman | |
| | 79. Kosciusko | | | |

Current Client List

- **Caledonia:** Annexation, Comprehensive Plan, Zoning
- **Clarksdale:** Comprehensive Plan, Zoning
- **Coldwater:** Annexation
- **Columbia:** Comprehensive Plan, Zoning
- **Drew:** Annexation
- **Fayette:** Comprehensive Plan, Zoning
- **Forrest County:** Comprehensive Plan
- **Indianola:** Comprehensive Plan, Zoning, Unkempt Property Ordinance, Annexation
- **Jackson:** Annexation
- **Laurel:** Annexation
- **Lincoln County:** Subdivision Regulations, Development Ordinances
- **Long Beach:** Annexation
- **Magnolia:** Annexation
- **Marion:** Annexation
- **Marshall County:** Comprehensive Plan, Zoning, Subdivision Regulations
- **Oktibbeha County:** Comprehensive Plan
- **Olive Branch:** Annexation
- **Pascagoula:** Annexation
- **Pearl River County:** Comprehensive Plan
- **Sebastopol:** Comprehensive Plan, Zoning
- **Sherman:** Annexation

Zoning Ordinance

What is Zoning?

- Zoning is the legal regulation of the use of land. The regulations include provisions for the use of property and limitations on the height, shape and bulk of buildings and facilities that occupy the land *for the purpose of promoting the health, safety, convenience, and general welfare of the citizens of the community*. The law comprises two parts:
 - the ORDINANCE (or text) in which the regulations are defined, and
 - the ZONING MAP that delineates the districts within which the provisions of the ordinance apply.
- Zoning is meant to implement the vision of future land use growth and development in a community, as stated in the Comprehensive Plan. In essence, zoning is an important implementation tool for the Comprehensive Plan.

Typical Zoning Districts

- Agricultural
- Single-Family Residential
- Multi-Family Residential
- Manufactured Homes (Parks & S/Ds)
- General Commercial
- Neighborhood Commercial
- Highway Commercial
- Business Parks
- Industrial (Light & Heavy)

What are the benefits of Zoning?

- Protect property values;
- Promote and attract quality investors, developers, developments, and jobs within the community;
- Ensure that property is developed to its highest and best use;
- Separate incompatible land uses;
- Provide areas for residential, commercial, & industrial development and parks & open space;
- Protect agricultural and significant natural areas;
- Avoid undue concentration of population;
- Prevent overcrowding of land and buildings;
- Minimize congestion on streets and roads and;
- Promote the health, safety and general welfare of the citizens and property owners of the community.

Subdivision Regulations

Why Subdivision Regulations Matter for Citizens

- Ensure new development adds to the county's **quality of life**.
- Protect **property values** and neighborhood character.
- Ensure **roads and utilities meet county standards** before acceptance.
- Prevent **flooding and drainage failures**.
- Ensures that what gets **dedicated or sold to taxpayers gets built and has quality**.
- Keep **infrastructure costs on developers and off of county taxpayers**.

Typical Improvement Standards

- **Roads:** ROW widths, pavement thickness, intersection design, cul-de-sac standards.
- **Drainage:** Detention, erosion, and sedimentation controls.
- **Utilities:** Coordinates public water and sanitary sewer design, or approved septic.
- **Environmental:** Preservation of streams, floodplains, and critical floodways.

Typical Design and Safety Standards

- **Durability & Maintenance:** Ensures roads and drainage are well-built. Road base and pavement designed to last and serve traffic from cars, trucks, and emergency vehicles-preventing failures and future complaints.
- **Road Visibility:** Clear sight distances at curves and hill crests; driveways and intersections placed to avoid blind spots. Proper angles, spacing, and corner radii to allow safe turning movements for cars, buses, and emergency vehicles.
- **Signage & Markings:** Developer installs stop signs, street name signs, and traffic control devices to county standards.
- **Block Length & Access Control:** Prevents excessive driveways on major roads; reduces conflict points and accident risk.

Accountability and Enforcement

- **Performance Guarantees:** Bonds, escrow, letters of credit.
- Infrastructure must be **installed or guaranteed** before lots are sold.
- Prevents buyers from purchasing unusable lots and taxpayers from paying for incomplete or poorly constructed infrastructure.
- Enforcement ensures promises made at platting are delivered.

Shared Responsibility

- **Developer:**

- **Design, Build, and Dedicate Improvements:** Roads and utilities offered for public ownership and maintenance are well-built.
- **Construction Costs and Inspection Fees:** Developer pays fair share for cost of development and for enforcement.

- **County:**

- **Fair Process:** Ensure costs are in line with benefits and fairly distributed.
- **Review and Inspect:** Enforce regulations to ensure quality.
- **Accept Improvements:** Accept improvements for long-term maintenance, once built to standards.

Legal Foundations

- Subdivision regulations authorized by **Miss. Code Title 17-1-23.**
- Rooted in **police powers**: protection of public health, safety, and welfare.
- Planning commissions and governing boards have the authority to impose **reasonable conditions** to protect the public from incomplete or poorly built infrastructure, to protect buyers, and to **protect county taxpayers.**

Subdivision Review Process

Step 1: Pre-Application Meeting

- Early identification of issues: drainage, utilities, access, and environmental constraints.
- Clarifies procedures, timelines, and developer responsibilities.

Step 2: Preliminary Plat

- Lot layout, road network, block design.
- Identifies road ROW and utility requirements.
- Shows location and solution for drainage.

Subdivision Review Process (cont.)

Step 3: Engineering Review

- Road design and construction standards.
- Storm drainage, detention, and floodplain compliance.
- Water and sewer capacity, or septic suitability.
- Cost estimates for performance and warranty bonds.

Step 4: Final Plat & Recording

- Dedications and easements are legally documented.
- Performance guarantees in place or improvements are built and inspected.
- Final legal creation of building lots

Bonding, Dedication, and Acceptance

- **Performance Bonds:** Ensure all required improvements are installed to county standards.
- **Warranty Bonds:** Protect the public in case of defects or failures.
- **Dedication of Improvements:** Roads, water, sewer, and drainage facilities offered for public ownership.
- **Formal Acceptance:** County verifies work is complete and accepts the infrastructure into its maintenance system.
- Protects property owners and taxpayers by ensuring **developers deliver what was promised** before selling lots and before the public assumption of responsibility.

Key Benefits

- Subdivision regulations provide **a fair, transparent process** for managing growth and allocating its costs.
- Protect **citizens, taxpayers, and future residents**.
- Ensure **quality roads, drainage, water, sewer, and safe intersections**.
- Require **developer accountability** so that costs are not shifted to taxpayers.
- Make sure growth is **orderly, safe, and fiscally responsible**.

LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES

THIS AGREEMENT is entered into by and between **SLAUGHTER & WILLINGHAM, PLLC**, hereinafter called the CONSULTANT, and OKTIBBEHA COUNTY, **MISSISSIPPI**, hereinafter called the COUNTY.

1. The COUNTY does hereby employ the CONSULTANT to perform professional and technical services for **COMPREHENSIVE PLAN IMPLEMENTATION, PREPARE SUBDIVISION REGULATIONS AND ZONING ORDINANCE IN ACCORDANCE WITH TITLE 17 OF THE MISSISSIPPI CODE OF 1972, DEVELOPMENT ORDINANCES, AND TRAINING.**
2. The CONSULTANT hereby agrees to perform the above services diligently and competently in accordance with the standards applicable to this work.
3. The COUNTY shall compensate the CONSULTANT for professional services rendered (**see Attachment "A"**), plus direct reimbursement for out-of-pocket expenses, including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials, and other necessary expenses. **The CONSULTANT shall make every effort to keep fees and expenses to a minimum.** The CONSULTANT may require the assistance of the COUNTY engineer regarding water, sewer, street, and drainage facilities and cost estimates, whose fee, if any, is not covered in this agreement.
4. The CONSULTANT will submit monthly or periodic invoices to the COUNTY requesting payment. The amount of such requests will be estimated based upon the amount and value of work completed by the CONSULTANT and will be accompanied by a statement of work performed. The COUNTY shall pay the CONSULTANT the total invoice amount within thirty (30) days of receipt. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$200.00/hr.
Associate Planner I:	\$150.00/hr.
Associate Planner II:	\$125.00/hr.
Planning/GIS Technician:	\$100.00/hr.
Office Technician:	\$ 50.00/hr.

5. **The COUNTY may terminate or re-negotiate this letter of agreement at any time with a telephone call and follow-up written notification to the CONSULTANT.**
6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the COUNTY, even if remaining with the CONSULTANT and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the COUNTY through its County Attorney, County Administrator or Board of Supervisors.

IN WITNESS WHEREOF the COUNTY and the CONSULTANT have executed this Agreement this the _____ day of _____, 2026.

CLIENT: OKTIBBEHA COUNTY, MISSISSIPPI

BY: _____
Marvell Howard, Board President

WITNESS: _____
Wayne Carpenter, County Administrator

CONSULTANT: SLAUGHTER & WILLINGHAM, PLLC

BY: _____
Mike Slaughter, P.E., AICP

Nathan Willingham, DPA, AICP

ATTACHMENT "A"
OKTIBBEHA COUNTY
COMPREHENSIVE PLAN IMPLEMENTATION
JANUARY 20, 2026

A. Subdivision Regulations

Purpose:

To establish a clear, legally defensible, and comprehensive framework governing the subdivision of land, infrastructure standards, and development procedures within unincorporated Oktibbeha County, consistent with the adopted Oktibbeha County Comprehensive Plan 2025.

Scope of Work:

The Consultant shall prepare updated Subdivision Regulations addressing, at a minimum, the following:

- Platting and Approval Procedures – sketch, preliminary, final, and minor plat processes; application requirements; review responsibilities; coordination with County staff and reviewing agencies.
- Infrastructure and Design Standards – standards for public and private roads, drainage systems, stormwater management, utilities, and access management.
- Public Safety and Service Coordination – consideration of emergency access, fire protection, and service delivery standards.
- Dedication, Bonding, and Enforcement Provisions – procedures for dedication and acceptance of public improvements, maintenance and performance bonds, inspection requirements, and penalties for noncompliance.
- Administrative Procedures – appeals, variances (if applicable), enforcement authority, and coordination with the County's development review process.

Deliverables:

- Draft Subdivision Regulations in ordinance format suitable for Board adoption.
- Final Subdivision Regulations incorporating County and legal review comments.
- Summary materials suitable for public and Board review.

Estimated Professional Fee: \$10,000 - \$12,000

B. Zoning Ordinance and Zoning Map

Purpose:

To implement the Oktibbeha County Comprehensive Plan 2025 through a modern, countywide zoning ordinance and zoning map consistent with Mississippi law and the Plan's Place Types framework.

Scope of Work:

The Consultant shall prepare a comprehensive Zoning Ordinance and Map addressing:

- Text Regulation – provisions governing permitted uses, densities, dimensional standards, signage, parking, landscaping, administrative procedures, enforcement, and development review.
- Zoning District Framework – zoning districts aligned with the Comprehensive Plan's Place Types and applied to all parcels within the County's unincorporated area.
- Zoning Map Preparation – development of a countywide zoning map reflecting adopted districts and parcel boundaries.
- Administrative and Procedural Provisions – rezoning procedures, conditional uses (if applicable), nonconformities, enforcement, and appeals.
- Coordination with Subdivision Regulations – ensuring internal consistency between zoning and subdivision standards.

Deliverables:

- Draft Zoning Ordinance (text) in adoption-ready format.
- Draft Zoning Map for unincorporated Oktibbeha County.
- Final Zoning Ordinance and Map incorporating County review.
- Summary and presentation materials for public meetings and Board consideration.

Estimated Professional Fee: \$35,000 - \$40,000

C. Septic System Oversight Ordinance

Purpose:

To establish a county-level framework for monitoring and oversight of private septic and decentralized wastewater systems in order to protect public health and environmental quality, as identified in the Comprehensive Plan.

Scope of Work:

The Consultant shall prepare a soil septic final approval ordinance addressing:

- Draft ordinance language establishing authority, scope, and administrative procedures for septic system oversight.
- Coordination with state and local environmental health standards.
- Definition of monitoring, reporting, and enforcement mechanisms appropriate for county administration.

Deliverables:

- Draft and final ordinance language suitable for Board adoption.
- Summary materials explaining purpose and administration.

Estimated Professional Fee: \$4,000 - \$5,000

D. Building Code Adoption Guidance

Purpose:

To provide policy and ordinance guidance for a phased approach to building code adoption consistent with Comprehensive Plan recommendations.

Scope of Work:

- Development of model ordinance language for phased adoption of building codes, with an initial focus on commercial and multi-family development.
- Guidance on administration, enforcement, and staffing implications.
- Coordination with zoning and subdivision regulatory frameworks.

Deliverables:

- Model ordinance language and implementation guidance memorandum.

Estimated Professional Fee: \$4,000 - \$5,000

E. Planning Department Structure and Development Review Process Support

Purpose:

To assist the County in establishing the internal capacity necessary to administer new land development regulations effectively.

Scope of Work:

- Planning Department Structure Consultation – recommendations regarding organizational structure, staffing needs, and functional responsibilities (e.g., County Planner, Inspector).
- Job Description Guidance – preparation of draft job descriptions or role outlines for key planning and development positions.
- Development Review Process Design – assistance in designing an inter-departmental Development Review Team (DRT) process, including workflow, coordination protocols, and review timelines.

Deliverables:

- Memorandum outlining recommended planning department structure and staffing.
- Draft role descriptions for key planning and development positions.
- Development Review Process framework and workflow summary.

Estimated Professional Fee: \$6,000 - \$8,000

F. Strategic Implementation Planning and Training

Purpose:

To ensure effective rollout and early implementation of the Comprehensive Plan and associated regulatory tools.

Scope of Work:

- Year 1 Implementation Work Plan – refinement of the Plan’s 5-Year Action Plan into a detailed, prioritized 12–18 month work program.
- Training and Orientation – preparation of training materials and facilitation of initial training sessions for the Board of Supervisors, County staff, and Planning Commission (once established).
- Implementation Coordination – advisory support during early implementation to ensure alignment with Plan goals.

Deliverables:

- Detailed Year 1 Implementation Work Plan.
- Training materials and presentations.
- Summary memorandum documenting training sessions and next steps.

Estimated Professional Fee: \$8,000 - \$10,000

11/3/2025

Department: County Administrator

Subject: Approval of Proposed Scope of Work for Phase I Comprehensive Plan Implementation Assistance

Request: To approve the proposed scope of work for retaining the services of Slaughter & Willingham to assist the county in executing the foundational first steps of implementing the *Oktibbeha County Comprehensive Plan 2025*.

Background: On October 20, 2025, the Board formally adopted the Comprehensive Plan as the official guide for the county's future growth. The administration was directed to engage a firm to help translate this plan into actionable policy and procedure.

Summary: The proposed Scope of Work (Phase I) is focused on the foundational regulatory framework and is divided into three primary tasks:

- **Task 1: Foundational Regulatory Drafting:** Review and draft a new, modern, and unified Zoning Ordinance & Map, new Subdivision Regulations, and a new Septic System - On-Site Wastewater Management Ordinance.
- **Task 2: Capacity Building and Process Design:** Provide an organizational assessment for a Planning Department structure and design an efficient inter-departmental Development Review Team (DRT) process.
- **Task 3: Strategic Implementation and Training:** Develop a detailed Year 1 Work Plan, refine the 5-Year Capital Improvement Program (CIP), and develop/conduct initial training sessions for the Board, staff, and a future Planning Commission.

Action Required: A motion to approve the proposed scope of work as the guiding framework for negotiating a professional services agreement with Slaughter & Willingham.

Passed: 5-0

OKTIBBEHA COUNTY BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

DATE: January 20, 2026

PRESENTER: County Administrator

SUBJECT: Implementation of Consent Agenda

THE CONSENT AGENDA CONCEPT

Authority: Pursuant to the *Board of Supervisors Rules of Procedure Policy (ADM-POL-007)*, specifically developed under the *Public Meetings and Records Ordinance (ADM-ORD-001)*, Oktibbeha County is transitioning to the use of a "Consent Agenda" for routine, non-controversial items.

Background and Purpose: The primary purpose of the consent agenda is to improve efficiency and focus the Board's time on substantive policy-making and strategic governance. By grouping routine items—such as standard invoices, meeting minutes, and recurring contract renewals—into a single agenda block, the Board can approve them with one motion.

This process ensures that:

1. **Transparency is Maintained:** All items are still listed in the public record and provided for review in advance.
2. **Administrative Flow is Protected:** Routine business moves forward without unnecessary delay.
3. **Strategic Focus is Enhanced:** The Board preserves its energy and time for complex issues requiring detailed deliberation.

Note: Any Supervisor may request to "pull" an item from the consent agenda for individual discussion and a separate vote.

Item Cover Sheet

Department: Consent Agenda

Subject: Petitions for Decrease of Assessment (Real and Personal Property) – 2025 Tax Roll

Request: Approval of Petitions for Decrease of Assessment (Real Property) and (Personal Property) for the 2025 Tax Roll.

Background: The Tax Assessor/Collector is requesting the Board's formal approval of several petitions to decrease assessments on the 2025 Real and Personal Property Assessment Rolls. These adjustments are necessary to correct specific clerical errors, duplicate assessments, and statutory treatments identified following the finalization of the tax roll. Per Miss. Code Ann. § 27-35-143, the Board of Supervisors has the authority to change or reduce assessments upon evidence that such changes are necessary to correct errors.

Summary: The requested changes are summarized as follows:

1. **Real Property (Total Reduction: 3,409):** Adjustment for parcel 149-29-004.01 (Spencer James Jr. Etux) regarding a 10% treatment (Reason Code 9).
2. **Personal Property (Total Reduction: 301,310):**
 - **Atmos Energy Corp:** Reduction of 295,660 due to a mathematical/calculation error (Reason Code 3).
 - **Monarch Counseling:** Reduction of 1,458 due to an erroneous assessment (Reason Code 4).
 - **Loomis Armored US:** Reduction of 4,192 due to a duplicate assessment (Reason Code 1).

Approval ensures that the county millage rates are based on accurate data and that taxpayers are not over-billed due to clerical or calculation errors.

Action Required: 1. Approve the Order of the Board for the reduction of the 2025 Real Property Assessment Roll in the amount of 3,409. 2. Approve the Order of the Board for the reduction of the 2025 Personal Property Assessment Roll in the total amount of 301,310. 3. Authorize the President of the Board to sign the formal Petitions and Orders for the Clerk to transmit to the Department of Revenue.

PETITION FOR DECREASE OF ASSESSMENT

STATE OF **MISSISSIPPI**
COUNTY OF: **OKTIBBEHA**

Now comes **JOHELEN "JOEY" WALKER**, and applies for reduction in the assessments against the
petitioners on the

(Tax Assessor/ Collector)

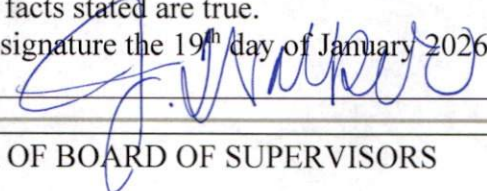
REAL or PERSONAL Assessment Roll for the Year 2025

AFFIDAVIT FOR CHANGE

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

PARCELS	IMPROVEMENT	LAND	TOTAL VALUE	CHANGE
SEE ATTACHED LIST				3409

Application is hereby made by, or on behalf of the taxpayer named for change or reduction of assessment,
and the party signed below certifies that all facts stated are true.

Witness my signature the 19th day of January 2026
TAX ASSESSOR 

ORDER OF BOARD OF SUPERVISORS

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

ORDER

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in
support of said application that the assessment should be changed or reduced:

IT IS, THEREFORE, ORDERED by the Board of Supervisors of OKTIBBEHA, COUNTY,
MISSISSIPPI that a total reduction of the assessment on said roll of **3409** being for the year **2025**

IT IS FUTHER ORDERED, that the Clerk of the Board is hereby authorized and directed to change the
Original Assessment Roll in his/her office, and the Tax Collector of this County is hereby authorized and
directed to change the copy in his/her possession to conform with the provisions of this order, and the Tax
Collector be given the proper credit therefore, including district taxes, and Homestead Exemption, if any, be
adjusted.

ORDERED AND ADJUDED this the 19th day of January 2026

(President of Board of Supervisors)

CLERK'S CERTIFICATE

I, SHARON LIVINGSTON, Clerk of the Board of Supervisors of OKTIBBEHA, County, State of
Mississippi, do hereby certify that the foregoing is a true and correctly transcript of an order of said
Board of Supervisors, passed on the day 19th day of January 2026 the
same appears in MINUTE BOOK of said Board, now on file in the office of said Clerk in the
Courthouse of OKTIBBEHA in said County

Witness my hand and official seal, this 19th day of January 2026

Sharon Livingston
(Clerk of The Board of Supervisors of said County)

PETITION FOR DECREASE OF ASSESSMENT
(REAL)

STATE OF MISSISSIPPI

COUNTY: OKTIBBEHA

TAX ASSESSOR: Johelen "Joey" Walker

REAL/PERSONAL 2025 ROLL

[illegible]

Reason for change of assessment as per Title 27-35-143, MS Code of 1972

Item number from code shown in parentheses

- (1) Duplicate assessment (2) Appraisal error (3) exempt property
(4) Erroneous assessment (5) Incorrect acreage (6) Building was not on the land
(7) Give use value (8) Reinstate H/S (9) Gave 10% TREATMENT
(10) DELETED H/S (11) Mapping error (12) Moved Imp. From one parcel to another (13) Homestead value incorrect

PETITION FOR Decrease OF ASSESSMENT

STATE OF **MISSISSIPPI**
COUNTY OF : **OKTIBBEHA**

Now comes **JOHELEN "JOEY" WALKER**, and applies for reduction in the assessments against the
petitioners on the
(Tax Assessor/ Collector)

REAL or PERSONAL Assessment Roll for the Year 2025

AFFIDAVIT FOR CHANGE

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

PARCELS	IMPROVEMENT	LAND	TOTAL VALUE	CHANGE
SEE ATTACHED LIST				301310

Application is hereby made by, or on behalf of the taxpayer named for change or reduction of assessment,
and the party signed below certifies that all facts stated are true.

Witness my signature the 19th day of January 2026

TAX ASSESSOR _____

ORDER OF BOARD OF SUPERVISORS

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

ORDER

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in
support of said application that the assessment should be changed or reduced:

IT IS, THEREFORE, ORDERED by the Board of Supervisors of OKTIBBEHA, COUNTY,
MISSISSIPPI that a total reduction of the assessment on said roll of 301310 changes being for the year **2025**

IT IS FUTHER ORDERED, that the Clerk of the Board is hereby authorized and directed to change
the Original Assessment Roll in his/her office, and the Tax Collector of this County is hereby authorized and
directed to change the copy in his/her possession to conform with the provisions of this order, and the Tax
Collector be given the proper credit therefore, including district taxes, and Homestead Exemption, if any, be
adjusted.

ORDEREDED AND ADJUDED this the 19th day of January 2026

President of Board of Supervisors)

CLERK'S CERTIFICATE

I, SHARON LIVINGSTON, Clerk of the Board of Supervisors of OKTIBBEHA, County, State of
Mississippi, do hereby certify that the foregoing is a true and correctly transcript of an order of said
Board of Supervisors, passed on the day 19th day of January 2026. As the same
appears in MINUTE BOOK of said Board, now on file in the office of said Clerk in the
Courthouse of OKTIBEHHA in said County

Witness my hand and official seal, this 19th day of January 2026

Sharon Livingston
(Clerk of The Board of Supervisors of said County)

STATE OF MISSISSIPPI

COUNTY: OKTIBBEHA

REAL/PERSONAL 2025 ROLL

(12) Moved Imp. From one parcel to another

Item Cover Sheet

Department: Consent Agenda

Subject: Approval of Standard Invoices for Payment (Mitchell McNutt, GTR LINK, NACo)

Request: Motion to approve the payment of three (3) standard invoices totaling \$2,905.50 and authorize the Chancery Clerk to issue warrants for the same.

Background: As part of the County's routine financial operations, the Board reviews and approves standard invoices for professional services and memberships. These items are considered non-controversial and are presented on the Consent Agenda to maintain administrative efficiency.

Summary: The following invoices are submitted for approval:

1. **Mitchell McNutt (Invoice #522231) – \$1,192.00:** Professional legal services rendered through December 31, 2025, specifically regarding the defense of the *Dodson v. Oktibbeha County* litigation.
2. **Golden Triangle Development LINK (Invoice #260727) – \$677.50:** Reimbursement for the Northstar Wetland Re-Evaluation conducted by Headwaters, Inc.
3. **National Association of Counties (NACo) (Invoice #202544535) – \$1,036.00:** Annual membership dues for 2026. NACo provides the County with access to federal advocacy, research, and cost-saving programs.

Action Required: Approval of the payment for the listed invoices totaling \$2,905.50.

215 FIFTH STREET NORTH
POST OFFICE BOX 1366
COLUMBUS, MISSISSIPPI 39703-1366
(662) 328-2316
FACSIMILE (662) 328-8035

JOHN WHEELER
EMAIL: jwheeler@mitchellmcnutt.com
Licensed in Mississippi and Tennessee



POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
105 SOUTH FRONT STREET
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MEMPHIS, TENNESSEE 38103
(901) 527-2585
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1216 VAN BUREN
POST OFFICE BOX 947
OXFORD, MISSISSIPPI 38655
(662) 234-4845
FACSIMILE (662) 234-9071

January 8, 2026

Mr. Wayne Carpenter
Oktibbeha County Administrator
108 West Main Street
Starkville, Mississippi 39759

Re: *Elizabeth B. Dodson v. Pafford EMS of Mississippi; OCH Regional Medical Center; Oktibbeha County, Mississippi; John Does I-V*
Oktibbeha County Circuit Court No.: 25-0248K

Matter No.: 141155 (Oktibbeha County, Mississippi)

Dear Wayne:

Enclosed please find our interim statement for professional services rendered in the above matter, which I trust will meet with your full satisfaction and approval. I would appreciate your placing this statement in line for payment at your earliest convenience. If you have any questions regarding this correspondence or the enclosed statement, please do not hesitate to give me a call.

Very truly yours,


John Wheeler

JGW/sm
cc: Rob Roberson, Esq. (via e-mail only)





ATTORNEYS AT LAW
POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
TELEPHONE (662)842-3871
TAX IDENTIFICATION NUMBER 64-0503287

January 7, 2026

Oktibbeha County Board of Supervisors
Rob Roberson, Board Attorney
212 East Main Street
Starkville, MS 39759

Invoice #: 522231
Client #: 9430
Matter #: 141155
Billing Attorney: JGW

INVOICE SUMMARY

For professional services rendered and expenses incurred through December 31, 2025:

**RE: Elizabeth B. Dodson v. Pafford EMS of Mississippi, OCH Regional Medical Center,
Oktibbeha County, Mississippi, and John Does I-V**

Professional Services	\$ 1,192.00
Total Expenses Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 1,192.00

Golden Triangle Development LINK

P.O. Box 1328
Columbus, MS 39703
+16623288369
www.gtrlink.org

**INVOICE**

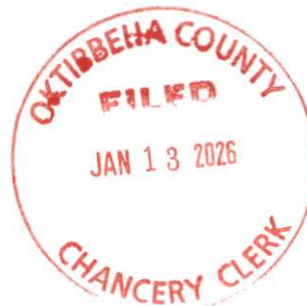
BILL TO
OkTibbeha County
OkTibbeha County Board of Supervisors
PO Box 80285
Starkville, MS 39759

INVOICE #
260727

DATE
01/08/2026

TERMS
Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	OkTibbeha County Reimbursement	Headwaters Invoice #147231	1	677.50	677.50
SUBTOTAL					677.50
TAX					0.00
TOTAL					677.50
BALANCE DUE					\$677.50





Headwaters, Inc.

P.O. Box 100
Madison, MS 39130
Tel: 601-634-0097
www.headwaters-inc.com

Leah Upton
Golden Triangle Development LINK
P.O. Box 1328
Columbus, MS 39703

INVOICE

INVOICE DATE: 12/30/2025
INVOICE NO: 147231
BILLING THROUGH: 11/30/2025

2021-0064 | Northstar Wetland Re-Evaluation

OKFJ

Managed By: Cullen D Dendy

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
Principal	0.50	\$185.00	\$92.50
RegFor/PrjMgr	0.50	\$160.00	\$80.00
TOTAL SERVICES	1.00		\$172.50

SUBTOTAL \$172.50

AMOUNT DUE THIS INVOICE \$172.50

This invoice is due on 1/29/2026

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$37,617.75	\$132.66	146914	10/16/2025	\$172.50	\$172.50	\$505.00

TOTAL AMOUNT DUE INCLUDING THIS INVOICE \$677.50

**Bill To:**

Oktibbeha County
 C/O Emily Garrard
 108 W Main St Courthouse Annex
 Starkville, Mississippi 39759
 United States

Invoice # 202544535**Date:** 8/18/2025**Terms:** UponReceipt**Balance Due:** \$1036.00

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

for the period of 01/01/2026 to 12/31/2026

Item	Amount	Qty	Discount	Total
COUNTY DUES	\$1,036.00	1	N/A	\$1,036.00

Please remit payment to:

**National Association of
 Counties**
PO Box 38059
Baltimore, MD 21297-8059
 Phone: 888.407.NACo (6226)
 EIN# 53-0190321

Total: \$1,036.00**Payment/Credits:** \$0.00**Balance Due:** \$1,036.00

**For ACH payments or
 questions, please contact
 NACo at
membership@naco.org**

Want to learn more about making the most of your NACo membership?
 Contact us at membership@naco.org (mailto:membership@naco.org).

National Association of Counties (NACo) is a 501(c)(4). Payments are not deductible as charitable contributions.



Item Cover Sheet

Department: Consent Agenda

Subject: Approval of Legal Invoices (Fund 656 – OCH Liability Risk)

Request: Motion to approve the payment of three (3) legal invoices from Mitchell McNutt totaling \$22,411.91, with said funds to be drawn from Fund 656 (OCH Liability Risk).

Background: Following the divestiture of OCH Regional Medical Center in October 2025, Oktibbeha County remains responsible for certain "tail" liabilities and ongoing litigation initiated prior to the transition. During the sale, a dedicated escrow account (Fund 656) was established specifically to cover these legacy legal expenses, ensuring that current operational budgets and the General Fund are not impacted by these historic tort claims.

Summary: The following invoices have been reviewed for accuracy and are submitted for payment from the OCH Liability Risk fund:

1. **Borders v. OCH (Matter 134199) – \$8,916.74:** Professional services and mediation fees related to the defense of medical liability claims.
2. **Rogers v. OCH (Matter 135150) – \$9,857.17:** Professional services and costs associated with deposition transcripts.
3. **Dodson v. OCH (Matter 141005) – \$3,638.00:** Professional services, including work related to a Motion to Dismiss.

Payment of these invoices ensures the uninterrupted defense of the County's interests in these pending matters.

Action Required: Approval of the payment for the listed legal invoices totaling \$22,411.91 to be paid from Fund 656.

215 FIFTH STREET NORTH
POST OFFICE BOX 1366
COLUMBUS, MISSISSIPPI 39703-1366
(662) 328-2816
FACSIMILE (662) 328-8035

JOHN WHEELER
EMAIL: jwheeler@mitchellmcnutt.com
Licensed in Mississippi and Tennessee



MITCHELL MCNUTT
SINCE 1904

POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
105 SOUTH FRONT STREET
TUPELO, MISSISSIPPI 38804
(662) 842-3871
FACSIMILE (662) 842-8450

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SUITE 920
MEMPHIS, TENNESSEE 38103
(901) 527-2585
FACSIMILE (901) 527-2361

1216 VAN BUREN
POST OFFICE BOX 947
OXFORD, MISSISSIPPI 38655
(662) 234-4845
FACSIMILE (662) 234-9071

January 8, 2026

Mr. Wayne Carpenter
Oktibbeha County Administrator
108 West Main Street
Starkville, Mississippi 39759

Re: *Katherine Borders v. OCH Regional Medical Center and John Doe Defendants 1
Thru 5*
Oktibbeha County Circuit Court No. 2021-0384-CVK
HPICO Claim No. TPA-20211053

Dear Wayne:

Enclosed please find our interim statement for professional services rendered in the above matter, which I trust will meet with your full satisfaction and approval. I would appreciate your placing this statement in line for payment at your earliest convenience. If you have any questions regarding this correspondence or the enclosed statement, please do not hesitate to give me a call.

Very truly yours,

John Wheeler

JGW/sm

cc: Brett Tucker, Esq. (via e-mail only)
Rob Roberson, Esq. (via e-mail only)



MITCHELL MCNUTT

SINCE 1904

ATTORNEYS AT LAW
POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
TELEPHONE (662)842-3871
TAX IDENTIFICATION NUMBER 64-0503287

January 7, 2026

Mr. Brett Tucker
HPICO
Post Office Box 1909
Madison, MS 39130

Invoice #: 522223
Client #: 9430
Matter #: 134199
Billing Attorney: JGW

INVOICE SUMMARY

For professional services rendered and expenses incurred through December 31, 2025:

RE: Katherine Borders v. OCH Regional Medical Center and John Doe Defendants 1 thru
5

Professional Services	\$ 5,536.00
Total Expenses Incurred	<u>\$ 3,380.74</u>
TOTAL THIS INVOICE	\$ 8,916.74

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(662) 234-4845
FACSIMILE (662) 234-9071

January 8, 2026

Mr. Wayne Carpenter
Oktibbeha County Administrator
108 West Main Street
Starkville, Mississippi 39759

Re: *Courtney Rogers v. Oktibbeha County Hospital, Tommy Cobb, M.D. Starkville
Clinic for Women, and Kristen Fyke, M.D.
Oktibbeha County Circuit Court No.: 2023-0041-CTK
HPICO Claim No. TPA-20221083*

Dear Wayne:

Enclosed please find our interim statement for professional services rendered in the above matter, which I trust will meet with your full satisfaction and approval. I would appreciate your placing this statement in line for payment at your earliest convenience. If you have any questions regarding this correspondence or the enclosed statement, please do not hesitate to give me a call.

Very truly yours,

John Wheeler

JGW/sm

cc: Brett Tucker, Esq. (via e-mail only)
Rob Roberson, Esq. (via e-mail only)



MITCHELL MCNUTT

SINCE 1904

ATTORNEYS AT LAW
POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
TELEPHONE (662)842-3871
TAX IDENTIFICATION NUMBER 64-0503287

January 7, 2026

Mr. Brett Tucker
HPICO
Post Office Box 1909
Madison, MS 39130

Invoice #: 522225
Client #: 9430
Matter #: 135150
Billing Attorney: JGW

INVOICE SUMMARY

For professional services rendered and expenses incurred through December 31, 2025:

**RE: Courtney Rogers v. Oktibbeha County Hospital, Wayne Butts, MD, Tommy Cobb, MD,
Starkville Clinic for Women, and Kristen Fyke, MD**

Professional Services	\$ 8,527.00
Total Expenses Incurred	<u>\$ 1,330.17</u>
TOTAL THIS INVOICE	\$ 9,857.17

215 FIFTH STREET NORTH
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(662) 234-4845
FACSIMILE (662) 234-9071

January 8, 2026

Mr. Wayne Carpenter
Oktibbeha County Administrator
108 West Main Street
Starkville, Mississippi 39759

Re: *Elizabeth B. Dodson v. Pafford EMS of Mississippi; OCH Regional Medical Center; Oktibbeha County, Mississippi; John Does I-V*
Oktibbeha County Circuit Court No.: 25-0248K

Matter No.: 141005 (Oktibbeha County Hospital)

Dear Wayne:

Enclosed please find our interim statement for professional services rendered in the above matter, which I trust will meet with your full satisfaction and approval. I would appreciate your placing this statement in line for payment at your earliest convenience. If you have any questions regarding this correspondence or the enclosed statement, please do not hesitate to give me a call.

Very truly yours,

John Wheeler

JGW/sm

cc: Brett Tucker, Esq. (via e-mail only)
Rob Roberson, Esq. (via e-mail only)



MITCHELL MCNUTT

SINCE 1904

ATTORNEYS AT LAW
POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
TELEPHONE (662)842-3871
TAX IDENTIFICATION NUMBER 64-0503287

January 7, 2026

Mr. Brett Tucker
HPICO
3668 Daffodil Drive
Southaven, MS 38672

Invoice #: 522230
Client #: 9430
Matter #: 141005
Billing Attorney: JGW

INVOICE SUMMARY

For professional services rendered and expenses incurred through December 31, 2025:

RE: Elizabeth B. Dodson v. Pafford EMS of Mississippi, Inc., OCH Regional Medical Center, Oktibbeha County, Mississippi, John Does I-V

Professional Services	\$ 3,638.00
Total Expenses Incurred	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 3,638.00

Item Cover Sheet

Department: Consent Agenda

Subject: Recommendation of Award – IFB 20251209-01: Law Enforcement Vehicle Equipment & Upfitting Services

Request: Motion to award the contract for Law Enforcement Vehicle Equipment & Upfitting Services to Kirk Auto World for the total bid price of \$278,960.00.

Background: The Sheriff's Department has purchased an entirely new fleet of thirty-three (33) vehicles. To prepare these assets for service, the County issued a formal Invitation for Bids (IFB) on December 9, 2025, for the removal of reusable hardware from thirty (30) existing units and the complete upfitting of the new fleet. Two bids were received and opened on December 23, 2025, with Kirk Auto World identified as the lowest and best responsive bidder.

Summary: The scope of work involves a comprehensive fleet transition, including stripping usable hardware (cameras, gun locks, modems) from decommissioned vehicles and installing both transferred and new equipment (lighting, sirens, consoles, push bumpers) into the thirty-three (33) new vehicles, which include Durangos, Rams, and an F-250.

Bid Analysis:

- **Kirk Auto World (Grenada, MS):** \$278,960.00 (Lowest and Best Bid).
- **Pro-Fit Alabama (Huntsville, AL):** \$434,775.00 (Non-Responsive due to "No Bid" on Item E and pricing \$155,815 higher than the low bidder).

Kirk Auto World has committed to a strict 3-week turnaround per vehicle batch and provides a lifetime labor warranty on the installation. Their facility is within the required 200-mile radius for logistical efficiency and inspection.

Action Required: 1. Award the contract for Law Enforcement Vehicle Equipment & Upfitting Services to Kirk Auto World for \$278,960.00. 2. Authorize the Board President to execute the service contract.

BID TABULATION SHEET

Project: Law Enforcement Vehicle Equipment & Upfitting Services

IFB Number: 20251209-01

Bid Opening Date: December 23, 2025

Time: 10:00 A.M.

Line Item	Description	Qty	Kirk Auto World (Grenada, MS)	Pro-Fit Alabama (Huntsville, AL)
A	Labor: Equipment Removal	30	Unit: \$425.00 Total: \$12,750.00	Unit: \$1,840.00 Total: \$55,200.00
B	Type 1: Admin Durango	4	Unit: \$5,850.00 Total: **\$23,400.00**	Unit: \$9,302.00 Total: **\$37,208.00**
C	Type 2: Patrol Durango	20	Unit: \$8,360.00 Total: **\$167,200.00**	Unit: \$12,749.00 Total: **\$254,980.00**
D	Type 3: Patrol Ram	4	Unit: \$7,890.00 Total: **\$31,560.00**	Unit: \$11,732 Total: **\$46,928.00**
E	Type 4: Admin Ram	4	Unit: \$9,040.00 Total: **\$36,160.00**	NO BID (Material Defect)
F	Type 5: Animal Control F250	1	Unit: \$7,890.00 Total: **\$7,890.00**	Unit: \$12,109.00 Total: **\$12,109.00**
G	Logistics/Transport Fee	1	Lump Sum: \$0.00	Lump Sum: \$28,350.00
TOTAL BID			\$278,960.00	\$434,775.00

***Notes regarding Pro-Fit Alabama:**

1. **Material Defect:** Bidder submitted "No Bid" on Item E. This is a failure to meet the material scope of the IFB. **PURCHASE CLERK CERTIFICATION** I hereby certify that the above is a true and accurate tabulation of the bids received for IFB 20251209-01.

Deanna Blackwell Purchase Clerk

STATE OF MISSISSIPPI COUNTY OF OKTIBBEHA

CONTRACT FOR LAW ENFORCEMENT VEHICLE EQUIPMENT AND UPFITTING SERVICES

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") is made and entered into this the ____ day of _____, 2026, by and between the **OKTIBBEHA COUNTY BOARD OF SUPERVISORS**, a political subdivision of the State of Mississippi (hereinafter the "County"), and **KIRK AUTO WORLD**, a Mississippi corporation with its principal place of business at 1463 Commerce Street, Grenada, MS 38901 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County issued Invitation for Bids No. 20251209-01 (the "IFB") for the purchase and installation of emergency vehicle equipment for the Sheriff's Department; and

WHEREAS, the Contractor submitted the lowest and best responsive bid in response to the IFB, which was accepted by the Oktibbeha County Board of Supervisors on [Insert Board Meeting Date]; and

WHEREAS, the parties desire to reduce the terms of their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide all labor, materials, equipment, and logistics necessary to perform the upfitting services for approximately thirty-three (33) new law enforcement vehicles and the decommissioning of approximately thirty (30) existing vehicles, in strict accordance with the Specifications set forth in the IFB and the Contractor's Bid Proposal, which are incorporated herein by reference.

A. Equipment Removal (Decommissioning): Removal of existing In-Car Camera Systems, Wireless Modems (PepLink), AVL systems, Gun Locks, Flashlight Chargers, and Computer Mounts from approximately thirty (30) existing fleet vehicles.

B. Equipment Installation (Upfitting): Installation of transferred equipment and new equipment (lighting, sirens, consoles, push bumpers, etc.) into new vehicles as specified below:

1. **Type 1: Admin Dodge Durango (Qty 4)**
2. **Type 2: Patrol Dodge Durango (Qty 20)**
3. **Type 3: Patrol Ram Truck (Qty 4)**
4. **Type 4: Admin Ram Truck (Qty 4)**
5. **Type 5: Animal Control F250 (Qty 1)**

C. Logistics: The Contractor is solely responsible for the transport of vehicles between the dealership/County location and the Contractor's installation facility.

2. COMPENSATION AND PAYMENT

The County shall pay the Contractor based on the Unit Prices set forth in the Contractor's Bid, not to exceed a total contract sum of **Two Hundred Seventy-Eight Thousand, Nine Hundred Sixty Dollars and 00/100 (\$278,960.00)**, unless authorized by a written Change Order approved by the Board of Supervisors.

Schedule of Values:

- **Labor (Removal):** \$425.00 per vehicle
- **Type 1 (Admin Durango):** \$5,850.00 per vehicle
- **Type 2 (Patrol Durango):** \$8,360.00 per vehicle
- **Type 3 (Patrol Ram):** \$7,890.00 per vehicle
- **Type 4 (Admin Ram):** \$9,040.00 per vehicle
- **Type 5 (Animal Control):** \$7,890.00 per vehicle
- **Logistics/Transport:** \$0.00 (Included)

Payment Terms: The Contractor shall submit itemized invoices upon the delivery and acceptance of completed vehicles. The County shall make payment within forty-five (45) days of receipt of an undisputed invoice, in accordance with Mississippi law (Miss. Code Ann. § 31-7-305).

3. PERFORMANCE SCHEDULE

Turnaround Time: The Contractor guarantees that the upfitting process for any batch of vehicles delivered to or picked up by the Contractor shall be completed and the vehicles returned to the County within **three (3) weeks** of the Contractor taking possession. Time is of the essence.

4. WARRANTY

A. Labor Warranty: The Contractor warrants all installation work and labor for the **lifetime of the vehicle** while owned by the Oktibbeha County Sheriff's Department. Any defects in workmanship, wiring, or mounting shall be repaired by the Contractor at no cost to the County,

including transport of the vehicle if necessary. **B. Parts Warranty:** All new equipment supplied by the Contractor shall carry the full manufacturer's standard warranty.

5. INSURANCE

Prior to commencing work, the Contractor shall provide the County with Certificates of Insurance evidencing the following minimum coverage:

- **General Liability:** \$1,000,000.00 per occurrence.
- **Garage Keepers Liability:** Sufficient to cover the full replacement value of County vehicles while in the care, custody, and control of the Contractor.
- **Workers' Compensation:** As required by Mississippi law.

Oktibbeha County shall be named as an additional insured on the General Liability policy.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim is caused in whole or in part by any negligent act or omission of the Contractor.

7. TERMINATION

A. For Cause: The County may terminate this Contract for cause if the Contractor fails to perform its obligations, including failure to meet the 3-week turnaround time or quality standards. **B. For Convenience:** The County may terminate this Contract for convenience upon thirty (30) days' written notice. In such event, the Contractor shall be paid for all work satisfactorily completed up to the date of termination.

8. E-VERIFY COMPLIANCE

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees.

9. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi. Venue for any legal action arising from this Contract shall lie exclusively in the courts of Oktibbeha County, Mississippi.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Marvel Howard, President Board of Supervisors

ATTEST:

Sharon Livingston, Chancery Clerk

CONTRACTOR: KIRK AUTO WORLD

By: _____
Signature

Printed Name & Title

Item Cover Sheet

Department: Consent Agenda

Subject: Approval of In-Kind Services for Sudduth Elementary PTO "Touch-A-Truck" Event

Request: To approve the provision of in-kind services, vehicles, and equipment from the Sheriff, Road, and Fire Departments.

Background: The Sudduth Elementary PTO hosts an annual "Touch-A-Truck" event to provide children with an educational opportunity to interact with community infrastructure and safety vehicles.

Summary: The event is scheduled for Saturday, May 2, 2026, from 10:00 AM – 2:00 PM at Sudduth Elementary. Participation involves displaying various departmental vehicles and equipment as in-kind support with no direct cash outlay.

Action Required: Approval for the Sheriff, Road, and Fire Departments to provide in-kind services and equipment for the event on May 2, 2026.

14 January 2026

Wayne Carpenter & Oktibbeha County
Board of Supervisors
108 West Main Street
Starkville, MS 39759

Dear Mr. Carpenter and Board of Supervisors,

Thank you for partnering with Sudduth Elementary Parent Teacher Organization (PTO) over the past four years for the community Touch-A-Truck event. Thanks to you, the City of Starkville, and other private businesses, we have had great success hosting this event with more than 1,400 people in attendance each year.

The Sudduth Elementary PTO is requesting that the Oktibbeha County Sheriff, Road and Fire Departments provide in-kind services and vehicles/equipment once again for display at the upcoming Touch-A-Truck event scheduled for Saturday, May 2, 2025 from 10:00 AM – 2:00 PM. This is a rain or shine at Sudduth Elementary along Greenfield Street.

Touch-A-Truck events provide children with a unique opportunity to get up close and personal with a variety of vehicles to learn more about them, meet the drivers/operators and even get behind the wheel to honk the horn! We would greatly appreciate your continued support for this educational community event.

What: Touch-A-Truck

When: Saturday, May 2, 2026

10:00 AM - 2:00 PM

Where: Sudduth Elementary
(Greenfield Street)

If you have any questions, please feel free to contact me at 601.3888.5826 or sudduthtouchatruck@gmail.com. Looking forward to hearing from you soon.

Sincerely,

Jamey Bachman

Sudduth Elementary PTO

Touch-A-Truck Event Coordinator

sudduthtouchatruck@gmail.com

601-888-5826

Consent

Item Cover Sheet

Department: Consent Agenda

Subject: Certification of 2025 Homestead Exemption Tax Loss

Request: To approve the 2025 Tax Loss Certificate and authorize the Board President to sign the necessary certifications.

Background: Mississippi law requires the Chancery Clerk to certify tax revenue lost due to state-mandated Homestead Exemptions. This certification is a prerequisite for the County to receive reimbursement from the Mississippi Department of Revenue.

Summary: The 2025 certification reflects the following tax loss claims for reimbursement:

- **County Claim:** \$421,400.00
- **School District Claim:** \$421,400.00
- **Total Certified Claim:** \$842,800.00

Total tax loss sustained across all categories (including Over 65/Disabled) is \$3,383,185.29. These funds are anticipated revenues already accounted for in the FY2026 budget.

Action Required: Approve the 2025 Tax Loss Certificate as presented.

2025 Tax Loss Certificate

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI



STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

I, Shann Livingston, Clerk of the Board of Supervisors of said county do hereby certify that the following is a true and correct statement of the total tax loss allowed and the tax loss claim for reimbursement resulting from the number of applications filed; for said county and for each school district therein, for the year above stated, as shown by the approved land assessment roll, including the legal supplement thereto, as fixed of minute record by the Board of Supervisors.

Witness my hand and seal of office this the 16 day of December, 2025

Shann Livingston Clerk.

Note: If the fund has been updated with new values, the original and the current values will be shown. The rows are marked either "(Current)" or "(Original)" next to the name of the fund.

Name of Fund	Number of Applicants	Tax Loss Claim For Reimbursement	Total Tax Loss Allowed or Sustained	
			Under 65 (1/2 of under 65)	Over 65 or Disabled (Val * Millage Rate)
County (Current)	8428	\$421,400.00	\$672,030.50	26979149.00 * 0.09140000000000001 \$2,465,894.22
Oktibbeha Consolidated School District (Current)	8428	\$421,400.00	\$672,030.50	26979149.00 * 0.034 \$917,291.07

Original Totals	\$842,800.00	\$1,344,061.00	\$3,383,185.29
Current Totals	\$842,800.00	\$1,344,061.00	\$3,383,185.29

County 0 SSD 8428
 Number of Regular Applicants 0 Number of Regular Applicants 4864
 Number of Applicants over 65 & Disabled 0 Number of Applicants over 65 & Disabled 3564

2025 Tax Loss Certificate

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI



STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

MUNICIPALITY Maben

I, Shann Livingston, Clerk of the Board of Supervisors of said county do hereby certify that the following is a true and correct statement of the total tax loss allowed and the tax loss claim for reimbursement resulting from the number of applications filed; for said county and for each school district therein, for the year above stated, as shown by the approved land assessment roll, including the legal supplement thereto, as fixed of minute record by the Board of Supervisors.

Witness my hand and seal of office this the 16 day of December, 2025

Shann Livingston Clerk.

Note: The first row contains the original value of the fund (if it differs from the current value) and the second contains the most current value.

Number of Applicants 41

	Exempt Assessed Value	Mun. Levy	Tax Loss	Tax Loss Claim for Reimbursement
(Original)	\$212,677.00	0.0494	\$10,506.24	\$7,458.91
(Current)	\$212,677.00	0.0494	\$10,506.24	\$7,458.91

(as provided by Section 27-33-25 (f) Code of 1972, Annotated)

2025 Tax Loss Certificate

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI



STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

MUNICIPALITY Starkville

I, Sham Livingston, Clerk of the Board of Supervisors of said county do hereby certify that the following is a true and correct statement of the total tax loss allowed and the tax loss claim for reimbursement resulting from the number of applications filed; for said county and for each school district therein, for the year above stated, as shown by the approved land assessment roll, including the legal supplement thereto, as fixed of minute record by the Board of Supervisors.

Witness my hand and seal of office this the 16 day of December, 2025

Sham Livingston Clerk.

Note: The first row contains the original value of the fund (if it differs from the current value) and the second contains the most current value.

Number of Applicants 1578

	Exempt Assessed Value	Mun. Levy	Tax Loss	Tax Loss Claim for Reimbursement
(Original)	\$12,469,761.00	0.034	\$423,971.87	\$303,558.78
(Current)	\$12,469,761.00	0.034	\$423,971.87	\$303,558.78

(as provided by Section 27-33-25 (f) Code of 1972, Annotated)

2025 Tax Loss Certificate

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI



STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

MUNICIPALITY Sturgis

I, Shann Livingston, Clerk of the Board of Supervisors of said county do hereby certify that the following is a true and correct statement of the total tax loss allowed and the tax loss claim for reimbursement resulting from the number of applications filed; for said county and for each school district therein, for the year above stated, as shown by the approved land assessment roll, including the legal supplement thereto, as fixed of minute record by the Board of Supervisors.

Witness my hand and seal of office this the 16 day of December, 2025

Shann Livingston Clerk.

Note: The first row contains the original value of the fund (if it differs from the current value) and the second contains the most current value.

Number of Applicants 31

	Exempt Assessed Value	Mun. Levy	Tax Loss	Tax Loss Claim for Reimbursement
(Original)	\$202,158.00	0.042	\$8,490.64	\$6,001.91
(Current)	\$202,158.00	0.042	\$8,490.64	\$6,001.91

(as provided by Section 27-33-25 (f) Code of 1972, Annotated)

Item Cover Sheet

Department: Consent Agenda

Subject: Approval of Board Orders to Cancel Inactive State Aid Projects (SABP-53(03), SABP-53(02), and LSBP-53(20))

Request: To approve Board Orders formally cancelling three (3) inactive State Aid projects.

Background: This is a procedural requirement to clear inactive or completed projects from the State Aid ledger, allowing any obligated funds to be released back to the County's credit.

Summary: The following projects are being closed for these specific reasons:

- **SABP-53(03): Morgantown Bridge** – Replaced using legislative funding.
- **SABP-53(02): Morgantown Bailey Bridge** – Repaired by County forces.
- **LSBP-53(20): Sanders Road Bridge** – Repaired under TWMD funding.

This action is administrative and carries no direct fiscal impact.

Action Required: Approve the Board Orders for the cancellation of projects SABP-53(03), SABP-53(02), and LSBP-53(20).

Item Cover Sheet

Department: Consent Agenda

Subject: Approval of Personnel Actions Report (Hires, Discharges, Resignations, and Merit Increases)

Request: To approve the Personnel Actions Report as presented, effective January 20, 2026.

Background: The Human Resources Department submits a periodic report of all personnel changes to maintain official records of the county's workforce and ensure compliance with budgetary requirements.

Summary: The current report includes the following key actions:

- **New Hire:** One (1) deputy clerk in Justice Court.
- **Merit Increases:** Two (2) employees in the Road Department.
- **Promotion:** One (1) lead communication specialist in the ECC.
- **Discharges/Resignations:** Standard processing for vacancies in Justice Court, Road Department, ECC, and Youth Court.
- **Appointment:** One (1) elections commissioner.

Detailed records for each action are included in the supporting personnel documentation within the board packet.

Action Required: Approval of the Personnel Actions Report effective January 20, 2026.

LAST NAME	FIRST NAME	DEPT	POSITION	TRANSACTION	RATE OF PAY	NEW RATE OF PAY (if	DIFFERENCE IN PAY RATES	BEFORE BOARD	EFFECTIVE DATE	NOTES
Vance	Anyia	Justice Court	Deputy Clerk	Discharge				01/20/26	01/06/26	
McHann	Christopher	Road	Welder	Discharge				01/20/26	01/07/26	
Esmaeili	Raana	ECC	Lead Comm Specialist	Resignation	\$22.25			01/20/26	01/15/26	
Garnett	Jagvez	ECC	Dispatch					01/20/26		Did not hire.
Knight	Kimberly	ECC	Emergency Comm Spec	Promotion	\$20.63	\$21.63	\$1.00	01/20/26	02/01/26	Promoted to Lead Communication Specialist
Kyles	Tyra	Circuit	Youth Court Clerk	Resignation				01/20/26	01/12/26	
Jones	Keyona	Road	Truck Driver	Merit Increase	\$17.50	\$18.50	\$1.00	01/20/26	01/19/26	
Young	Steve	Road	Operator	Merit Increase	\$18.00	\$19.00	\$1.00	01/20/26	01/19/26	
Miller	Melissa	Justice Court	Deputy Clerk	New Hire	\$20.00			01/20/26	01/27/26	
Elmore	Sheryl	Circuit	Elections Commissioner	Appointed/Elected	\$110.00	PER DAY		01/20/26	01/13/26	For New Hire Records - Has already been approved.

COUNTY ENGINEER

Board Meeting Date: January 20, 2026

Section Time: 9:45 a.m.

1. **Payment for Soluble Sulfate Tests – LSBP-53(17) Dry Creek Road Bridge**
 - Request to approve payment of \$548.40 to close out the project file for this cancelled project. Funds to be drawn from the bridge fund.
2. **Sherman Drive – LSBP-53(18) Update**
 - Update on the status of Right-of-Way (ROW) acquisition and request for Board direction regarding an invoice for \$33,751.18 for completed design services currently stalled by ROW delays.
3. **State Aid Road Status of Funds Report**
 - Presentation of the monthly report (as of 12/31/2025) reflecting available SAP, LSBP, and SABP credits.
4. **Temporary Striping – SAP-53(20) County Lake Road**
 - Approval of a \$10,337.30 quote from J.C. Cheek for temporary paint striping. This is requested as a safety measure due to the primary contractor's failure to perform.
5. **Emergency Slope Stabilization – 4 Professional Plaza**
 - Progress update on the emergency repairs authorized under Resolution RS-20251215-002. Estimated project cost is \$428,000, funded by the Hospital Sale Escrow.
6. **LiDAR Road Mapping Proposal – Dungan Engineering**
 - Request for authorization to schedule a formal technical presentation by Dungan Engineering regarding high-resolution LiDAR mapping for the County's pavement management system.

Item Cover Sheet

Department: County Engineer

Subject: Approval of Payment for Soluble Sulfate Tests – LSBP-53(17) Dry Creek Road Bridge

Request: To approve a payment of \$548.40 to close out the project file for the cancelled Dry Creek Road Bridge project.

Background: The Dry Creek Road Bridge project (LSBP-53(17)) was originally submitted for State Aid funding but was subsequently cancelled by Board Order. Although the project is no longer moving forward, technical testing was performed during the preliminary design phase.

Summary: The County is required to satisfy the outstanding financial obligation for soluble sulfate testing performed prior to the project's cancellation. This payment is necessary to formally close the project file with the Office of State Aid Road Construction. Funds for this payment will be drawn from the County bridge fund.

Action Required: Approval of the \$548.40 payment for soluble sulfate testing to close out the LSBP-53(17) project file.

Item Cover Sheet

Department: County Engineer

Subject: Update on Right-of-Way Acquisition and Discussion of Design Services Payment – LSBP-53(18) Sherman Drive

Request: Discussion regarding the status of Right-of-Way (ROW) acquisition and Board direction concerning a design services invoice for \$33,751.18.

Background: The Sherman Drive project (LSBP-53(18)) has completed the initial design phase. However, a significant delay in securing the necessary Right-of-Way (ROW) has stalled the project's advancement to the construction phase.

Summary: The County Engineer reports that while all design work is complete, the ongoing ROW issues are preventing progress. Consequently, an invoice for design services totaling \$33,751.18 has been submitted for work performed to date. Typically, design fees are paid as the project progresses, but the current timeline is stalled indefinitely. The Board needs to determine the status of the ROW acquisition and provide direction on whether to process the design payment at this time.

Action Required: Discussion and direction regarding ROW acquisition status and the payment of the \$33,751.18 design services invoice.



5227 S. Frontage Rd.
Columbus, MS 39701
662.324.2205

Invoice

Date
12/03/2025

Invoice number
18360

Job Number
7169

To: OKTIBBEHA COUNTY BOARD OF SUPERVISORS
ATTN: WAYNE CARPENTER, COUNTY ADMINISTRATOR
P. O. BOX 80285
STARKVILLE, MS 39760

Project	Authorized by	Billing through
SHERMAN ROAD - LSBP-53(18) OKTIBBEHA COUNTY, MS	WAYNE CARPENTER	December 03, 2025
RE: ENGINEERING SERVICES (THRU BID DOCUMENTS) (PROJECT PENDING R/W ACQUISITION)		

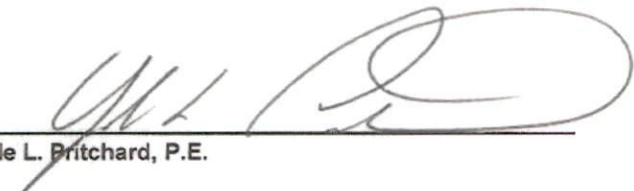
Description	Amount
LSBP-53(18) SHERMAN ROAD - 0.4 (.12) \$703,149.60 =	\$33,751.18

Total Invoice \$33,751.18

*per clyde, dont pay this. Waiting on
LSBP approval.
WK*

Thank you,
Pritchard Engineering, Inc.
EIN #72-1395441




Clyde L. Pritchard, P.E.

NET 30 DAYS

Item Cover Sheet

Department: County Engineer

Subject: Presentation of State Aid Road Status of Funds Report (As of 12/31/2025)

Request: To accept the monthly "Status of Funds" report for the record and spread upon the minutes.

Background: This monthly report from the Office of State Aid Road Construction reflects the County's account balances and project credits as of December 31, 2025. It serves as the official statement of borrowing and project capacity for the County's infrastructure programs.

Summary: The report reflects the following available funds (including advanced credits):

- **State Aid Program (SAP):** \$449,295.00
- **Local System Bridge (LSBP):** \$1,471,204.00
- **State Aid Bridge (SABP):** \$1,004,528.00

Note: This snapshot does not yet reflect the project cancellations approved earlier in today's meeting. Those cancellations will increase available project credits once processed by the State.

Action Required: Accept the Status of Funds report for the record and spread upon the minutes.

OFFICE OF STATE AID ROAD CONSTRUCTION
MONTHLY STATUS OF FUNDS REPORT
FUNDS AVAILABLE FOR CONTRACT
OKTIBBEHA COUNTY (53)

12/31/25

DISTRICT: EAST CENTRAL

DISTRICT ENGINEER: LONNIE TAYLOR

STATE AID PROGRAM (SAP) AND FEDERAL AID PROGRAM (FAP)							
AVAILABLE SAP FUNDS		<u>449,295</u> (Includes Advanced Credits)			Minimum Monthly Increase: <u>4,955</u>		
PROJECTS IN PROGRAM STAGE				PROJECT FUNDING			
PROJECT NUMBER	PROGRAM DATE	SAP FUNDS	COUNTY	OTHER	FEDERAL	TYPE	TOTAL FUNDS
							0
							0
							0
							0
							0
							0
							0
							0
TOTAL PROJECTS PROGRAMMED		0	0	0	0		0
BALANCE TO BE PROGRAMMED		<u>449,295</u>					

NOTES:

LOCAL SYSTEM BRIDGE REPLACEMENT AND REHABILITATION PROGRAM (LSBP)							
AVAILABLE LSBP FUNDS		<u>1,471,204</u> (Includes Advanced Credits)			Minimum Monthly Increase: <u>2,386</u>		
PROJECTS IN PROGRAM STAGE			PROJECT FUNDING				
PROJECT NUMBER	PROGRAM DATE	LSBP FUNDS	COUNTY	OTHER	FEDERAL	TYPE	TOTAL FUNDS
LSBP-53(17)	03-2024	480,000					480,000
LSBP-53(18)	03-2024	1,044,556					1,044,556
LSBP-53(19)	03-2024	480,000					480,000
LSBP-53(21)	07-2025	70,000	709,800				779,800
LSBP-53(22)	07-2025	30,000	304,200				334,200
LSBP-53(23)	12-2025	5,000	391,500				396,500
LSBP-53(24)	12-2025	5,000	445,000				450,000
LSBP-53(25)	12-2025	5,000	475,000				480,000
LSBP-53(26)	12-2025	5,000	475,000				480,000
TOTAL PROJECTS PROGRAMMED		2,124,556	2,325,500	0	0		4,925,056
BALANCE TO BE PROGRAMMED		<u>(653,352)</u>	UPDATE REQ'D				

NOTES:

STATE AID BRIDGE PROGRAM (SABP)							
AVAILABLE SABP FUNDS		<u>1,004,528</u> (Includes Advanced Credits)		Minimum Monthly Increase: <u>2,899</u>			
PROJECTS IN PROGRAM STAGE			PROJECT FUNDING				
PROJECT NUMBER	PROGRAM DATE	SABP FUNDS	COUNTY	OTHER	FEDERAL	TYPE	TOTAL FUNDS
SABP-53(02)	03-2024	1,064,823	606,577				1,671,400
SABP-53(03)	09-2024		4,239,745				4,239,745
SABP-53(04)	04-2025		913,770				913,770
							0
							0
							0
							0
TOTAL PROJECTS PROGRAMMED		1,064,823	5,760,092	0	0		6,824,915
BALANCE TO BE PROGRAMMED		<u>(60,295)</u>					
UPDATE REC'D 							

NOTES:

Item Cover Sheet

Department: County Engineer

Subject: Approval of Quote for Temporary Striping – SAP-53(20) County Lake Road

Request: To approve a quote from J.C. Cheek for \$10,337.30 for temporary paint striping.

Background: Due to the failure of the primary contractor (Vance Brothers) to perform striping work according to project specifications, County Lake Road currently lacks necessary markings. This has created a significant safety hazard for motorists.

Summary: The County Engineer has secured a quote for \$10,337.30 to install temporary paint markings, including centerlines, edge stripes, and stop bars. This is a temporary safety measure to mitigate immediate risk until permanent thermoplastic striping can be installed. Raised markers are excluded to prevent conflict with future permanent work.

Action Required: Approve the quote of \$10,337.30 for temporary striping to address safety concerns on County Lake Road.



Wayne Carpenter <wcarpenter@oktibbeha.ms.gov>

Fw: COUNTY LAKE ROAD STRIPING

1 message

Clyde Pritchard <cpritchard@peincms.com>

Mon, Jan 12, 2026 at 9:54 AM

To: Marvell Howard <MHoward@gtpdd.com>, Wayne Carpenter <wcarpenter@oktibbeha.ms.gov>, Rob Roberson <Robersonlaw@aol.com>

Initially sent Jan.7

From: Clyde Pritchard <cpritchard@peincms.com>**Sent:** Wednesday, January 7, 2026 7:28 AM**To:** Wayne Carpenter <wcarpenter@oktibbeha.ms.gov>; Marvell Howard <MHoward@gtpdd.com>; Rob Roberson <Robersonlaw@aol.com>; John Weaver <jweaver@peincms.com>**Subject:** COUNTY LAKE ROAD STRIPING

I have received a firm quote from J.C.Cheek to provide temporary striping (paint) on County lake Road. (\$10,337.30)

It provides for centerline , edge stripe , and stop bars.....but does not include the raised markers. The raised markers would conflict should we perform the thermo plastic striping in the future.

The cost of the thermo plastic striping in the original contract including the raised markers was \$29,650.94. J.C. Cheek was also the approved subcontractor for this.

Failure of Vance Brothers to perform their work in accordance with the plans and specifications has resulted in a safety concern with no current markings.

Please advise as to how you would like us to proceed.

If authorized....I will contact J.C. Cheek and get on their schedule immediately.

**OKTIBBEHA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM SUMMARY**

Subject: Progress Update: Emergency Slope Stabilization at 4 Professional Plaza

Submitted By: Clyde Pritchard, County Engineer

Meeting Date: January 20, 2026

Background & Justification: On December 15, 2025, the Board of Supervisors adopted Resolution RS-20251215-002, declaring an emergency regarding the stabilization of the slope at 4 Professional Plaza. This declaration was based on the County Engineer's inspection which indicated that the slope failure was accelerating and threatening the building's structural integrity.

Pursuant to Miss. Code Ann. § 31-7-13(k), the Board suspended normal bidding requirements to allow for immediate repair. The County Engineer will provide an update on the progress of the stabilization work, the status of contractor negotiations, and the timeline for completion to protect this county-owned asset.

Fiscal Impact:

- **Estimated Cost:** \$428,000.00.
- **Funding Source:** Hospital Sale Escrow Fund (dedicated exclusively for this purpose).
- **Current Status:** Expenditures are being tracked against the \$500,000.00 escrow balance.

Requested Action: Accept the update for informational purposes and spread the progress report upon the minutes.



RESOLUTION OF THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. RS-20251215- 002

A RESOLUTION DECLARING AN EMERGENCY REGARDING THE STABILIZATION OF THE SLOPE AT 4 PROFESSIONAL PLAZA (200-4 SLOPE), SUSPENDING NORMAL COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO MISS. CODE ANN. § 31-7-13(k), AND AUTHORIZING IMMEDIATE NEGOTIATION FOR REPAIRS.

WHEREAS, Oktibbeha County, Mississippi (the "County") retains ownership of the real property and facility located at **4 Professional Plaza** (also referenced as the 200-4 Slope) following the divestiture of the OCH Regional Medical Center; and

WHEREAS, a condition of the separation of assets and subsequent transaction requires the County to stabilize a failing slope which currently threatens the structural integrity of the building at 4 Professional Plaza; and

WHEREAS, the County previously established a specific Escrow Fund in the amount of \$500,000.00 dedicated solely to the costs of said stabilization repairs; and

WHEREAS, while initial planning for repairs commenced in mid-2025, the project encountered unforeseen delays regarding the transfer of the asset and the refusal of the Buyer to accept the facility in its deteriorating condition; and

WHEREAS, the County Engineer, Clyde Pritchard, has inspected the site and reported to this Board on December 4, 2025, that the instability of the slope has accelerated and now poses an **imminent threat** to the foundation and structural integrity of 4 Professional Plaza; and

WHEREAS, the County Engineer has further advised that current and approaching winter weather conditions significantly increase the probability of a catastrophic slope failure if repairs are delayed by the thirty (30) days or more required for the standard advertisement and competitive sealed bidding process; and

WHEREAS, Miss. Code Ann. § 31-7-1(f) defines an "emergency" to include circumstances where "the immediate restoration of a condition of usefulness of any public building... appears advisable" or when "the delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities"; and

WHEREAS, the Board finds that a delay to advertise for bids would likely result in severe physical damage to the county-owned asset and potential financial liability exceeding the available escrow funds, thereby constituting an emergency under state law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Oktibbeha County, Mississippi, in regular session assembled, as follows:

SECTION 1. The findings and recitals set forth in the preamble of this Resolution are hereby adopted as the official findings of the Board.

SECTION 2. The Board hereby declares that an **EMERGENCY** exists regarding the condition of the slope at 4 Professional Plaza, as defined by Miss. Code Ann. § 31-7-1(f), due to the immediate danger of structural failure and the threat of increased financial loss caused by winter weather conditions.

SECTION 3. Pursuant to Miss. Code Ann. § 31-7-13(k), the standard requirement for advertising and competitive sealed bidding is hereby **SUSPENDED** for this specific project to allow for the immediate preservation of public property.

SECTION 4. The County Administrator and the County Engineer are hereby authorized and directed to immediately enter into negotiations with qualified contractors to secure the necessary materials, labor, and services to stabilize the slope at 4 Professional Plaza. They shall secure the lowest and best price available under the circumstances and present a contract for execution or ratification by the Board President at the earliest opportunity.

SECTION 5. The Board authorizes the expenditure of funds for this emergency repair to be paid exclusively from the **Hospital Sale Escrow Fund** designated for this purpose, with a total project cost estimated at approximately \$428,000.00, not to exceed the escrow balance without further Board action.

SECTION 6. The Clerk of the Board is directed to spread this Resolution and the declaration of emergency upon the official minutes of the Board of Supervisors.

The Motion to approve the foregoing resolution was made by Supervisor Little and seconded by Supervisor Trainer, and the following vote was recorded:

Supervisor C. Ben Carver:

Aye

Supervisor Orlando Trainer:

Aye

Supervisor Marvell Howard

Aye

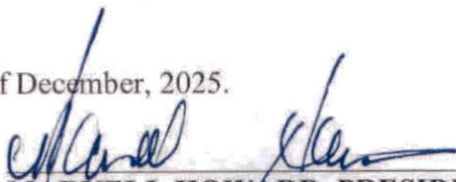
Supervisor Pattie Little:

Aye

Supervisor Joe Williams:

Aye

SO RESOLVED, this the 15th day of December, 2025.


MARVELL HOWARD, PRESIDENT
BOARD OF SUPERVISORS OF
OKTIBBEHA COUNTY, MISSISSIPPI

ATTEST:


for Sharon Livingston, Clerk of the Board



Item Cover Sheet

Department: County Engineer

Subject: Authorization to Schedule Formal Presentation: Dungan Engineering LiDAR Road Mapping Proposal

Request: To authorize the County Engineer to schedule a formal technical presentation by Dungan Engineering for an upcoming Board meeting.

Background: Following the acquisition of Pritchard Engineering by Dungan Engineering, the firm has developed a proposal for comprehensive county-wide road mapping using LiDAR (Light Detection and Ranging) technology.

Summary: LiDAR technology provides significantly higher data resolution for pavement management and infrastructure inventory compared to standard GPS mapping. The County Engineer reports that Dungan's pricing for this service is materially lower than previous quotes received by the County. This request is only to schedule the presentation so the Board can evaluate the technology and potential cost savings.

Action Required: Authorize the County Engineer to schedule a formal presentation by Dungan Engineering for the next available Board meeting.

ROAD MANAGER

Board Meeting Date: January 20, 2026

Section Time: 10:10 a.m.

Presenter: Victor Collins

I. REGULAR AGENDA ITEMS

- **No Items Submitted.**

II. WALK-ON ITEMS & NOTES

This section is reserved for items added to the agenda during the meeting or for recording specific Board directions to the Road Department.

COUNTY ADMINISTRATOR

Board Meeting Date: January 20, 2026

Section Time: 10:25 a.m.

1. **Recommendation of Award – IFB 20251125-003: Moor High/District 5 Fire Station**
 - Recommendation to award the construction contract to King Construction, LLC for the Base Bid plus Additive Alternate #1 (Decorative Brick) for a total of \$133,754.00.
2. **Resort Status Request: The Blueberry Peace Farm**
 - Request for a Board Order endorsing "Qualified Resort Area" status for the 27.58-acre venue at 10580 Hwy 82 to support their application to the MS Department of Revenue.
3. **Approval of Governance Policy ADM-POL-002: Strategic Vision, Mission, and Values**
 - Formal adoption of the County's foundational governance framework, including the implementation of the new "Oath of Service" for employees beginning February 2, 2026.
4. **Adoption of Strategic Investment Policy (FIN-POL-006)**
 - Adoption of a new framework for managing county depository funds, transitioning to a "Strategic Best Interest" model and authorizing the use of FDIC-insured Investment Cash Sweep (ICS) accounts.
5. **Fixed-Rate Term Investment Bids**
 - Authorization to solicit multi-term fixed-rate bids from county depositories in accordance with the newly adopted Strategic Investment Policy to maximize returns on idle funds.

Item Cover Sheet

Department: County Administrator

Subject: Recommendation of Award – IFB 20251125-003: Moor High/District 5 Fire Station

Request: To award the construction contract for the Moor High/District 5 Fire Station to King Construction, LLC for \$133,754.00.

Background: The County solicited bids for the construction of a new fire station facility at the Moor High site to improve response times and ISO ratings for District 5. Three bids were received and opened on January 6, 2026.

Summary: King Construction, LLC was the lowest responsive bidder. The recommendation includes the Base Bid plus **Additive Alternate #1** (decorative brick) to ensure the new station matches the architectural aesthetic of the existing Moor High building.

Following a review by the County Administrator, it is recommended that the Board waive a minor technical irregularity in the bid submission. This minor issue does not affect the bid price or the substance of the work and is within the Board's authority to waive to secure the lowest and best bid.

Bid Comparison:

- **King Construction:** \$133,754.00 (Base + Alt 1)
- **Dynamic Construction:** \$241,000.00 (Base + Alt 1)
- **T.L. Wallace:** \$398,311.00 (Base + Alt 1)

Action Required: 1. Adopt a resolution waiving the minor bid irregularity and award the contract to King Construction, LLC for \$133,754.00. 2. Authorize the Board President to execute the construction contract.

MEMORANDUM

TO: Oktibbeha County Board of Supervisors

FROM: Deanna Blackwell, Purchase Clerk

Presenter: County Administrator

DATE: December 30, 2025

SUBJECT: Recommendation of Award – IFB 20251125-003 (Moor High Fire Station)

Executive Summary

On December 23, 2025, the County received and opened three (3) sealed bids for the construction of the new Moor High/District 5 Fire Station.

After a thorough review of the bid packets for compliance with Mississippi Procurement Law and the bid specifications, and after evaluating the value added by the improved exterior finish, I recommend awarding the contract to the lowest responsive and responsible bidder, **King Construction, LLC**.

This recommendation includes the **Base Bid** plus **Additive Alternate #1 (Decorative Brick)**. Including the brick facade provides greater long-term durability and enhances the aesthetic value of this public facility for a minimal increase in cost (\$5,100). The Total Contract Amount recommended is **\$133,754.00**.

Bid Analysis & Responsiveness

1. King Construction, LLC (Low Bidder)

- **Base Bid:** \$128,654.00
- **Additive Alternate (Brick):** \$5,100.00
- **Total Bid:** **\$133,754.00**
- **Status:** **Responsive** (with waiver of minor informality).
- **Notes:** The bid packet is mathematically consistent. The bidder did not attach detailed manufacturer data sheets (e.g., specific insulation R-value proofs) but signed the formal bid form committing to the exact specifications required by the IFB. This omission is an **immaterial defect** (form over substance) and does not affect the price or the bidder's legal obligation to perform the work as specified.
- **Recommendation:** Award (Base + Alternate).

2. Tabor Construction & Development (Second Low)

- **Base Bid:** \$148,305.00
- **Additive Alternate (Brick):** \$10,500.00
- **Total Bid:** \$158,805.00
- **Status:** Responsive.

- **Notes:** Submitted a very high-quality packet. However, their total price (Base + Alt) is **\$25,051.00** higher than the low bid.

3. David Smith Construction, Inc. (High Bidder)

- **Total Bid:** \$190,575.00 (Base + Alt)
- **Status: Non-Responsive.**
- **Notes:** Failed to submit mandatory documents required by the IFB (Project Schedule and References). These are considered material defects regarding the determination of responsibility.

Fiscal Impact

The Total Contract Amount of **\$133,754.00** is within the allocated budget for this project. The inclusion of the decorative brick represents only a 3.9% increase over the base cost, which is deemed a justifiable expense for the added value.

Recommendation

I respectfully request the Board of Supervisors take the following actions:

1. **Waive** the minor informality in the bid submitted by King Construction, LLC regarding the omission of supplemental technical data sheets, as this does not constitute a material defect.
2. **Award** the contract for the **Base Bid plus Additive Alternate #1** to **King Construction, LLC** for a Total Contract Amount of **\$133,754.00**.
3. **Authorize** the Board President to execute the contract documents pending review by the Board Attorney.

BID TABULATION SHEET

Project: Construction of New Moor High/District 5 Fire Station

IFB No.: 20251125003

Bid Opening: December 23, 2025 | 10:00 AM CST

Bidder Name	Base Bid (As Read)	Corrections	Verified Base Bid	Additive Alt. (Brick)	COR No.	Responsiveness Status
King Construction, LLC	\$128,654.00	None	\$128,654.00	\$5,100.00	17945- MC	Responsive* <i>(See Memo)</i>
Tabor Construction & Dev.	\$148,305.00	None	\$148,305.00	\$10,500.00	18316- MC	Responsive
David Smith Const., Inc.	\$173,075.00	N/A	\$173,075.00	\$17,500.00	09237- MC	Non- Responsive <i>(Missing Docs)</i>

Detailed Cost Breakdown (Low Bidder vs. Next Low)

Line Item	King Const. (Low)	Tabor Const. (2nd)	Difference
A. Site Work	\$3,000.00	\$7,913.50	+\$4,913.50
B. Concrete/Fdn	\$36,053.00	\$35,378.70	-\$674.30
C. Building Materials	\$35,051.00	\$43,440.95	+\$8,389.95
D. Erection Labor	\$18,000.00	\$23,258.55	+\$5,258.55
E. Doors	\$12,250.00	\$10,394.65	-\$1,855.35
F. Electrical	\$15,000.00	\$14,280.00	-\$720.00
G. Plumbing	\$5,800.00	\$6,069.00	+\$269.00
H. Heating	\$3,500.00	\$7,569.65	+\$4,069.65
TOTAL	\$128,654.00	\$148,305.00	+\$19,651.00

Notes:

- David Smith Construction:** Bid declared Non-Responsive due to failure to include mandatory Project Schedule and References as required by IFB Section 4.

Certified By: _____ *Oktibbeha County Purchase Clerk*



RESOLUTION OF THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. RS-2026 _____ - _____

**IN THE MATTER OF: AWARDING THE CONTRACT FOR THE
CONSTRUCTION OF THE MOOR HIGH/DISTRICT 5 FIRE STATION
(IFB #20251125-003)**

WHEREAS, the Board of Supervisors of Oktibbeha County, Mississippi (the "Board"), previously authorized the advertisement for bids for the construction of a new fire station to serve the Moor High/District 5 community; and

WHEREAS, in accordance with Mississippi Code Annotated § 31-7-13, the County received and opened three (3) sealed bids on December 23, 2025; and

WHEREAS, the Purchase Clerk and County Administrator have reviewed the submitted bids and determined that **King Construction, LLC** submitted the lowest bid; and

WHEREAS, King Construction, LLC failed to include certain supplemental manufacturer data sheets with their bid, which the Board finds to be a **minor informality** that does not alter the price, quality, or quantity of the work, nor does it give the bidder an advantage over others, and therefore may be waived in the best interest of the County; and

WHEREAS, the Board desires to include **Additive Alternate #1 (Decorative Brick)** to ensure the long-term durability and aesthetic quality of the public facility.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of
Oktibbeha County, Mississippi, as follows:

1. **Findings:** The Board finds that **King Construction, LLC** is the lowest responsive and responsible bidder for IFB #20251125-003.
2. **Waiver of Informality:** The Board hereby **waives the minor informality** regarding the omission of technical data sheets in the bid submitted by King Construction, LLC, finding this to be a matter of form rather than substance.
3. **Award of Contract:** The contract for the construction of the Moor High/District 5 Fire Station is hereby **AWARDED** to **King Construction, LLC** for the **Base Bid** plus **Additive Alternate #1**.
 - Base Bid: \$128,654.00
 - Additive Alternate #1: \$5,100.00
 - **TOTAL CONTRACT AMOUNT: \$133,754.00**

4. **Authorization:** The President of the Board of Supervisors is hereby authorized and directed to execute the construction contract and any related documents necessary to effectuate this award, pending final review and approval of said documents by the Board Attorney.

On motion duly made, seconded and carried, this Resolution was passed and adopted by The Motion to approve the foregoing resolution was made by Supervisor _____ and seconded by Supervisor _____, and the following vote was recorded:

Supervisor C. Ben Carver: _____

Supervisor Orlando Trainer: _____

Supervisor Marvell Howard _____

Supervisor Pattie Little: _____

Supervisor Joe Williams: _____

SO RESOLVED, this the _____ day of _____, 2026.

**MARVELL HOWARD, PRESIDENT
BOARD OF SUPERVISORS OF
OKTIBBEHA COUNTY, MISSISSIPPI**

ATTEST:

Sharon Livingston, Clerk of the Board

LEGAL BRIEFING: BOARD AUTHORITY TO WAIVE INFORMALITIES

TO: Oktibbeha County Board of Supervisors

FROM: County Administrator

DATE: December 30, 2025

SUBJECT: Legal Basis for Waiving Immaterial Defects in Bid Awards (IFB 20251125-003)

1. Issue Presented

The apparent low bid for the Moor High Fire Station project (King Construction, LLC) contains a minor informality: specifically, the omission of supplemental manufacturer data sheets. The Board must determine if it has the legal authority to waive this defect and award the contract to the low bidder.

2. The "Finding of Fact" Clause

The Award Resolution includes the following specific finding regarding the Board's authority:

"The Board finds that this informality is immaterial, does not affect the price, quality, or delivery of the project, does not provide an unfair competitive advantage, and that it is in the best interest of the County to waive said informality to accept the lowest bid."

Legal Significance: By voting on this resolution, the Board is not merely "ignoring a rule." It is making a formal **Finding of Fact** on the official minutes that the error is a matter of **form**, not **substance**. This finding is the legal mechanism that triggers the Board's discretionary authority to waive the defect.

3. Legal Authorities

The authority to waive such informalities is derived from Mississippi statutory and case law:

- **Statutory Discretion (Miss. Code Ann. § 31-7-13(d)(i)):** The law authorizes governing authorities to accept the "lowest and **best** bid." This language grants the Board discretion to determine that a bid with a minor error is still the "best" offer for the taxpayers.
- **Judicial Precedent (*J.H. Parker Const. Co. v. City of Natchez*, 1998):** The Mississippi Court of Appeals has ruled that a board may waive "technical irregularities" if the waiver:
 1. Does not destroy the competitive nature of the bidding process; and
 2. Does not give the bidder an unfair advantage (e.g., on price).
- **Attorney General Opinions:** Various opinions (e.g., *Chamberlain*, 1991) affirm that defects of **form** (like a missing brochure) can be waived, whereas defects of **substance** (like failing to sign the bid or omitting a price) cannot.

4. Application to Current Bid

King Construction signed the formal Bid Form, legally binding them to the price and specifications of the IFB. Therefore, the failure to attach a data sheet is a technicality (form) that does not alter their legal obligation to build the project as specified (substance).

5. Recommendation

It is within the Board's lawful authority to adopt the Resolution waiving this informality to secure the lowest price for the County (\$128,654.00), saving approximately **\$19,651.00** compared to the next bidder.

STATE OF MISSISSIPPI COUNTY OF OKTIBBEHA

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into this the **30th day of December, 2025**, by and between **OKTIBBEHA COUNTY, MISSISSIPPI**, a political subdivision of the State of Mississippi, acting by and through its Board of Supervisors (hereinafter referred to as "Owner" or "County"), and **KING CONSTRUCTION, LLC**, a Mississippi Limited Liability Company (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County received bids on December 23, 2025, for the construction of the Moor High/District 5 Fire Station (IFB #20251125-003); and

WHEREAS, the Contractor submitted the lowest responsive and responsible bid, and the County has awarded the contract to the Contractor via Resolution dated December 30, 2025.

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

ARTICLE 1. THE CONTRACT DOCUMENTS

1.1 Component Parts. The Contract Documents consist of the following, which are all hereby incorporated by reference as if fully set forth herein:

- A. This Agreement (Construction Contract);
- B. The County's Invitation for Bids (IFB #20251125-003), including all Specifications and Drawings contained therein;
- C. The Contractor's Bid Proposal dated December 23, 2025; and D. Any Addenda issued prior to the execution of this Agreement.

1.2 Order of Precedence. In the event of any inconsistency between the component parts of this Contract, the terms of this Agreement shall govern, followed by the IFB/Specifications, and finally the Contractor's Bid Proposal.

ARTICLE 2. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supervision necessary to complete the construction of the **Moor High/District 5 Fire Station** as defined in the Contract Documents.

Specific Scope Inclusion: The Work explicitly includes the **Base Bid** requirements PLUS **Additive Alternate #1 (Decorative Brick Exterior)**.

ARTICLE 3. CONTRACT PRICE

The County shall pay the Contractor for the performance of the Work the fixed sum of **ONE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND 00/100 (\$133,754.00)**.

Breakdown:

- Base Bid: \$128,654.00
- Additive Alternate #1: \$5,100.00

ARTICLE 4. TIME OF PERFORMANCE

4.1 Commencement. The Work shall commence upon the issuance of a written **Notice to Proceed** by the County.

4.2 Completion. The Contractor shall substantially complete the Work within **one hundred twenty (120) calendar days** from the date established in the Notice to Proceed.

4.3 Liquidated Damages. The parties recognize that time is of the essence. If the Contractor fails to achieve Substantial Completion within the Contract Time, the Contractor shall pay the County **\$200.00 per calendar day** as liquidated damages, not as a penalty, for every day the project remains incomplete.

ARTICLE 5. PAYMENTS

5.1 Progress Payments. The County shall make progress payments based on the percentage of work completed and materials stored on-site, as certified by the County Project Manager. Applications for payment must be submitted by the 25th of the month for processing at the first Board meeting of the following month.

5.2 Retainage. In accordance with Miss. Code Ann. § 31-5-33, the County shall retain **five percent (5%)** of the amount of each progress payment until the project is fifty percent (50%) complete. After 50% completion, if the work is satisfactory, no further retainage will be withheld. **5.3 Final Payment.** Final payment, constituting the entire unpaid balance of the Contract Price, shall be made after:

- Final inspection and acceptance by the County;
- Publication of the Notice of Completion in accordance with Miss. Code Ann. § 31-5-53; and
- Submission of all required closeout documents, warranties, and lien waivers.

ARTICLE 6. BONDS AND INSURANCE

6.1 Performance and Payment Bonds. As required by Miss. Code Ann. § 31-5-51, the Contractor shall furnish:

- A **Performance Bond** in an amount equal to 100% of the Contract Price (\$133,754.00).
- A **Payment Bond** in an amount equal to 100% of the Contract Price (\$133,754.00).

6.2 Insurance. The Contractor shall maintain General Liability, Worker's Compensation, and Automobile Liability insurance in amounts specified in the Contract Documents, naming Oktibbeha County as an additional insured.

ARTICLE 7. GENERAL PROVISIONS

7.1 Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to E-Verify compliance as required by Mississippi law.

7.2 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its agents, and employees from and against claims, damages, losses, and expenses arising out of or resulting from performance of the Work.

7.3 Termination. The County may terminate this Contract for cause (default) or for convenience upon written notice. In the event of termination for convenience, the Contractor shall be paid for work performed to date.

7.4 Independent Contractor. The Contractor is an independent contractor and not an employee or agent of the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Marvel Howard, President
Oktibbeha County Board of Supervisors

ATTEST:

Sharon Livingston, Chancery Clerk

KING CONSTRUCTION, LLC

By: _____
Kevin King Title: Owner



OkTibbeha County

BOARD OF SUPERVISORS

Supervisors
Marvell Howard
Joe Williams
Orlando Trainer
Patricia Little
Ben Carver

P.O. Box 80285
Starkville, MS 39759

Wayne Carpenter
County Administrator
wcarpenter@gtppd.com
PHONE (662) 323-1520
FAX (662) 338-1065

January 20, 2026

VIA EMAIL

King Construction, LLC
PO Box 773
Louisville, MS 39339

RE: NOTICE OF AWARD Project: Construction of Moor High/District 5 Fire Station IFB No.: 20251125-003

Dear Mr.King,:

The Oktibbeha County Board of Supervisors (the "Owner") has considered the bids submitted for the above-referenced project.

You are hereby notified that your bid, dated December 23, 2025, for the **Base Bid plus Additive Alternate #1 (Decorative Brick)**, has been accepted. You have been awarded the contract for the construction of the Moor High/District 5 Fire Station for the Total Contract Amount of:

ONE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND 00/100 (\$133,754.00).

To formalize this agreement and proceed with the work, you are required to execute the enclosed **Construction Contract** and return it to this office, along with the following mandatory documents, within **ten (10) calendar days** from the date of this notice:

1. **Performance Bond:** In the amount of 100% of the Contract Price (\$133,754.00).
2. **Payment Bond:** In the amount of 100% of the Contract Price (\$133,754.00).
3. **Certificate of Insurance:** Providing evidence of General Liability, Automobile Liability, and Workers' Compensation coverage as specified in the Contract Documents.
"Oktibbeha County Board of Supervisors" must be listed as an Additional Insured.
4. **E-Verify Compliance:** A copy of your company's E-Verify Memorandum of Understanding (MOU) or certification of compliance with the Mississippi Employment Protection Act.
5. **Certificate of Responsibility:** A copy of your current Certificate of Responsibility (COR No. 17945-MC).

We are an equal opportunity provider.

108 West Main Street • Starkville, Mississippi 39759
www.oktibbehacountymississippi.gov

Failure to execute the Agreement and furnish the required bonds and insurance within the specified time may result in the annulment of this award and the forfeiture of your Bid Bond.

Once the contract is fully executed and all required documents are approved, we will issue a formal **Notice to Proceed**, which will establish the official start date for the contract time.

We look forward to a successful project with your firm.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Carpenter", written in a cursive style.

Wayne Carpenter, County Administrator
Board of Supervisors
Oktibbeha County, MS



Oktibbeha County

BOARD OF SUPERVISORS

Supervisors
Marvell Howard
Joe Williams
Orlando Trainer
Patricia Little
Ben Carver

P.O. Box 80285
Starkville, MS 39759

Wayne Carpenter
County Administrator
wcarpenter@gtppdd.com
PHONE (662) 323-1520
FAX (662) 338-1065

January 20, 2026

Tabor Construction & Development

10125 Highway 6 West
Batesville, MS 38606

RE: NOTICE OF NON-AWARD / RETURN OF BID SECURITY Project: Construction of Moor High/District 5 Fire Station IFB No.: 20251125-003

To Whom It May Concern:

Thank you for your interest in the above-referenced project and for the time and effort expended in preparing your bid submitted on December 23, 2025.

This letter serves as official notification that the Oktibbeha County Board of Supervisors has awarded the contract to **King Construction, LLC**, who was determined to be the lowest responsive and responsible bidder for the Base Bid plus Additive Alternate #1.

As the contract has been awarded, we are hereby returning your Bid Security (Bid Bond/Certified Check) enclosed with this letter.

We appreciate your participation in our procurement process and encourage you to bid on future County projects.

Sincerely,

Wayne Carpenter, County Administrator
Board of Supervisors
Oktibbeha County, MS

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www.oktibbehacountymississippi.gov



OkTibbeha County

BOARD OF SUPERVISORS

Supervisors
Marvell Howard
Joe Williams
Orlando Trainer
Patricia Little
Ben Carver

P.O. Box 80285
Starkville, MS 39759

Wayne Carpenter
County Administrator
wcarpenter@gtpdd.com
PHONE (662) 323-1520
FAX (662) 338-1065

January 20, 2026

David Smith Construction, Inc.

Post Office Box 91
Inverness, MS 38753

**RE: NOTICE OF REJECTION OF BID / RETURN OF BID SECURITY Project:
Construction of Moor High/District 5 Fire Station IFB No.: 20251125-003**

To Whom It May Concern:

The OkTibbeha County Board of Supervisors has reviewed the bids received on December 23, 2025, for the above-referenced project.

After a thorough review of your bid package, it was determined that your submission was **Non-Responsive** to the requirements of the Invitation for Bids (IFB). Specifically, your bid failed to include the following mandatory documentation required by the IFB specifications:

1. **Project Schedule**
2. **References**

Because these documents are material requirements for determining a bidder's responsibility and ability to perform, the County could not legally consider your bid for award. The contract has been awarded to the lowest responsive and responsible bidder, King Construction, LLC.

Enclosed please find your original Bid Security (Bid Bond/Certified Check), which is being returned to you at this time.

We thank you for your interest in OkTibbeha County projects.

Sincerely,

Wayne Carpenter, County Administrator
Board of Supervisors
OkTibbeha County, MS

We are an equal opportunity provider.

Item Cover Sheet

Department: County Administrator

Subject: Resort Status Request: Endorsement of "Qualified Resort Area" – The Blueberry Peace Farm

Request: To approve a Board Order endorsing the designation of "The Blueberry Peace Farm" as a Qualified Resort Area.

Background: The Blueberry Peace Farm, a 27.58-acre venue located at 10580 Hwy 82, is applying to the Mississippi Department of Revenue for "Qualified Resort Area" status. Under state law, this designation is often supported by an order from the local Board of Supervisors certifying that the venue is a significant tourist or recreational attraction.

Summary: The endorsement by the Board is a procedural requirement for the applicant to move forward with the State's permitting process. This designation is specific to the 27.58-acre tract and acknowledges its function as a special-use venue within the county. The Board's action today is an endorsement of the status request and does not constitute a direct grant of a permit, which is handled at the state level.

Action Required: Approve a Board Order endorsing "The Blueberry Peace Farm" for Qualified Resort Area status.



Wayne Carpenter <wcarpenter@oktibbeha.ms.gov>

Submission of Endorsements for Resort Status Consideration

2 messages

Benita Brown <brownplanit@gmail.com>

Mon, Jan 12, 2026 at 4:02 PM

To: "wcarpenter@oktibbeha.ms.gov" <wcarpenter@oktibbeha.ms.gov>

Dear President Howard and Members of the Board of Supervisors,

I hope this message finds you well.

I am writing to formally submit the required endorsement letters in support of our request for Resort Status designation for Blueberry Peace Farm. Attached to this email, you will find letters of support and assurance from local civic organizations, community partners, and law enforcement, as requested as part of the review process.

We appreciate the Board's time and consideration of this request and are grateful for the opportunity to present documentation that reflects our commitment to operating responsibly, supporting community standards, and contributing positively to Oktibbeha County.

Please let me know if any additional information or documentation is needed at this time. I would be happy to provide further details or answer any questions as the Board continues its review.

Thank you for your service and consideration.

Respectfully,

Thomas Brown
Blueberry Peace Farm
Starkville, Mississippi

4 attachments **DOC121225.pdf**
40K **Blueberry Farm.pdf**
45K **OKIBBEHA CO.pdf**
453K **2025-12-12 08-08.pdf**
1453K

Wayne Carpenter <wcarpenter@oktibbeha.ms.gov>

Mon, Jan 12, 2026 at 4:04 PM

Draft To: Benita Brown <brownplanit@gmail.com>

Hi Thomas,

Got the endorsement letters for the Resort Status request for Blueberry Peace Farm. The community support documentation is noted and will be part of the review process. If we need anything else, I'll let you know.

Thanks for working with us on this.

--

Wayne Carpenter
County Administrator

1/12/26, 4:11 PM

Oktibbeha County BOS Mail - Submission of Endorsements for Resort Status Consideration

Oktibbeha County
662-323-1520

[Quoted text hidden]

To Whom It May Concern:

12/16/2025

The Starkville Community Foundation is pleased to offer this letter of support for The Blueberry Peace Farm and its request for designation as a *Qualified Resort Area* through the Mississippi Department of Revenue.

As an organization committed to strengthening the wellbeing, vitality, and long-term prosperity of Oktibbeha County, we recognize the positive economic and cultural contributions The Blueberry Peace Farm has already made to our community. Over the past several years, the venue has become a meaningful destination for weddings, celebrations, and community gatherings, drawing visitors from across Mississippi and neighboring states. These events generate measurable economic benefits for Starkville—including increased hotel stays, restaurant visits, retail activity, and partnerships with local vendors and small businesses.

Granting Resort Status to The Blueberry Peace Farm will enable the venue to remain competitive with similar destinations across the state, helping to sustain and expand the economic momentum it brings to our region. More importantly, the venue's emphasis on hospitality, community connection, and rural preservation aligns with the Foundation's mission to enhance quality of life and support responsible local development.

For these reasons, the Starkville Community Foundation respectfully endorses this application and encourages the Mississippi Department of Revenue to approve it.

Please feel free to contact us if you need any additional information.

Sincerely,

Stacey Parvin
Board Member
Starkville Community Foundation

Alison Buehler
Board Member
Starkville Community Foundation

December 12, 2025

Mississippi Department of Revenue
Alcoholic Beverage Control Division
P.O. Box 540
Madison, MS 39130

Re: Endorsement of Qualified Resort Area Application – The Blueberry Peace Farm

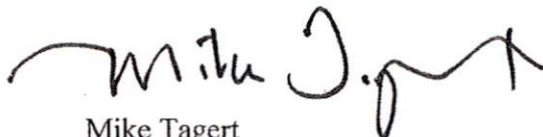
To Whom It May Concern:

The Greater Starkville Development Partnership is a community development organization representing the city and Oktibbeha County. Our organization includes the local Chamber of Commerce, the Starkville Main Street Association, the Convention & Visitors Bureau, and the county economic development authority. As the chief advocate for tourism in our community, the Partnership is pleased to offer its support and endorsement of the application to designate The Blueberry Peace Farm, located at 10580 Hwy 82 in Starkville, as a Qualified Resort Area under Mississippi law.

The Blueberry Peace Farm has become a valuable tourism and event destination for our community, attracting visitors from across the state and beyond. These events generate measurable economic impact for Oktibbeha County through hotel occupancy, restaurant and retail spending, and the use of local vendors and service providers.

As an organization committed to promoting economic growth and enhancing the quality of life in Starkville, we recognize and appreciate the important role this venue plays in strengthening our local economy. Resort Area designation will support continued tourism development and align the venue with similar facilities operating throughout Mississippi. We respectfully endorse this application and encourage its approval. Please let us know if we can provide any additional information.

Sincerely,



Mike Tagert
President & Chief Executive Officer



SHANK PHELPS, SHERIFF
Oktibbeha County Sheriff's Office
111 Dr. D. L. Conner Drive
Starkville, MS 39759
Telephone: (662) 323-2421
FAX: (662) 324-5680



Oktibbeha County Sheriff's Department
111 D.L. Conner Drive
Starkville, MS 39759
(662) 323-2421

January 5, 2025

To Whom It May Concern:

This correspondence serves to confirm the Oktibbeha County Sheriff's Department's support and cooperation regarding the application for Resort Status designation by Blueberry Peace Farm, located at 1580 U.S. Highway 82, Starkville, Mississippi.

The Sheriff's Department has no objection to the granting of Resort Status, provided that all applicable state and local laws, as well as permitting requirements, are strictly maintained.

We anticipate that the venue will continue to operate responsibly. This office remains available for coordination as necessary to ensure public safety during permitted events.

Respectfully,

A handwritten signature in black ink, appearing to read "Shank Phelps".

Shank Phelps

Sheriff, Oktibbeha County, Mississippi

sphelps@sheriff.oktibbeha.ms.us



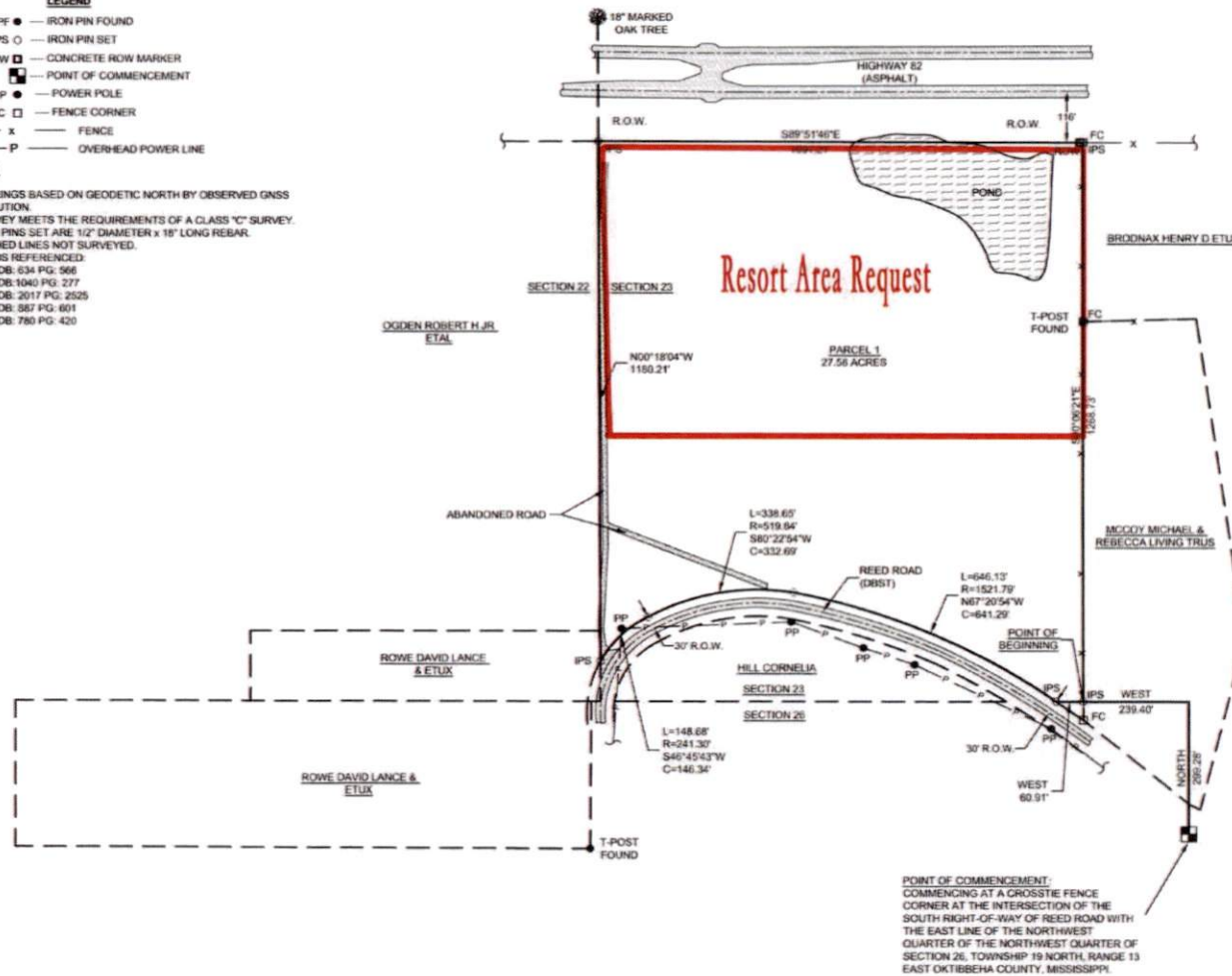
SCALE: 1" = 200'

LEGEND

- IPF ● — IRON PIN FOUND
- IPS ○ — IRON PIN SET
- ROW □ — CONCRETE ROW MARKER
- — POINT OF COMMENCEMENT
- PP ● — POWER POLE
- FC □ — FENCE CORNER
- x — FENCE
- P — OVERHEAD POWER LINE

NOTES

1. BEARINGS BASED ON GEODETIC NORTH BY OBSERVED GNSS SOLUTION
2. SURVEY MEETS THE REQUIREMENTS OF A CLASS "C" SURVEY.
3. IRON PINS SET ARE 1/2" DIAMETER x 18" LONG REBAR.
4. DASHED LINES NOT SURVEYED.
5. DEEDS REFERENCED:
 - DB: 634 PG: 566
 - DB: 1040 PG: 277
 - DB: 2017 PG: 2525
 - DB: 587 PG: 601
 - DB: 780 PG: 420



PARCEL 1: DESCRIPTION BY SURVEY

COMMENCING AT A CROSS-TIE FENCE CORNER AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF REED ROAD WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 13 EAST OKTIBBEHA COUNTY, MISSISSIPPI AND RUN NORTH FOR A DISTANCE OF 299.28 FEET TO THE SOUTH SECTION LINE OF SECTION 23; THENCE WEST ALONG THE SOUTH SECTION LINE OF SECTION 23 FOR A DISTANCE OF 239.45 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL, FROM SAID POINT OF BEGINNING, RUN WEST ALONG THE SOUTH SECTION LINE OF SECTION 23 FOR A DISTANCE OF 60.91 FEET TO AN IRON PIN SET ON THE NORTH RIGHT-OF-WAY OF REED ROAD; THENCE ALONG THE NORTH RIGHT-OF-WAY OF REED ROAD IN THE ARC OF A CURVE TO THE LEFT FOR A DISTANCE OF 546.13 FEET, SAID CURVE HAVING A RADIUS OF 1521.79 FEET, CHORD OF 441.29 FEET, WHICH BEARS NORTH 67 DEGREES 50 MINUTES 54 SECONDS WEST; THENCE ALONG THE NORTH RIGHT-OF-WAY OF REED ROAD IN THE ARC OF A CURVE TO THE LEFT FOR A DISTANCE OF 338.85 FEET, SAID CURVE HAVING A RADIUS OF 519.84 FEET, CHORD OF 332.69 FEET, WHICH BEARS SOUTH 80 DEGREES 22 MINUTES 54 SECONDS WEST; THENCE ALONG THE NORTH RIGHT-OF-WAY OF REED ROAD IN THE ARC OF A CURVE TO THE LEFT FOR A DISTANCE OF 148.68 FEET, SAID CURVE HAVING A RADIUS OF 241.30 FEET, CHORD OF 146.34 FEET, WHICH BEARS SOUTH 46 DEGREES 45 MINUTES 43 SECONDS WEST TO AN IRON PIN SET ON THE WEST SECTION LINE OF SECTION 23; THENCE NORTH 00 DEGREES 16 MINUTES 04 SECONDS WEST ALONG THE WEST SECTION LINE OF SECTION 23 FOR A DISTANCE OF 1180.21 FEET TO AN IRON PIN SET ON THE SOUTH RIGHT-OF-WAY OF HIGHWAY 82; THENCE SOUTH 89 DEGREES 51 MINUTES 46 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY OF HIGHWAY 82 FOR A DISTANCE OF 1091.21 FEET TO AN IRON PIN SET; THENCE SOUTH 00 DEGREES 06 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 1268.73 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 13 EAST, OKTIBBEHA COUNTY, MISSISSIPPI AND CONTAINS 27.56 ACRES.



Date 07-05-2022

DREW MORGAN



LAND SURVEYING
& MAPPING

2656 CRAIG SPRINGS RD.
STURGIS, MISSISSIPPI 39789
662-789-7586

BOUNDARY SURVEY		
SW1/4, SW1/4, SEC. 23, T19N, R13E		
OKTIBBEHA COUNTY, MISSISSIPPI		
FOR		
CORY ANTHONY		
STARKVILLE, MISSISSIPPI		
DRAWN BY: DM	DATE: 06/18/2022	SHEET 1
CHECKED BY: DM	SCALE: 1"=200'	OF 1
PROJECT NO.: 22-5-14	REVISION #:	



RESOLUTION OF THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. RS-20260120-_____

A RESOLUTION ENDORSING THE APPLICATION OF THE BLUEBERRY PEACE FARM FOR DESIGNATION AS A QUALIFIED RESORT AREA UNDER MISSISSIPPI LAW.

WHEREAS, the Board of Supervisors of Oktibbeha County, Mississippi, has received a formal request from Thomas Brown and Benita Brown, owners of **The Blueberry Peace Farm** located at 10580 Hwy 82 (Parcel ID: 076-23-004.03), seeking an endorsement for designation as a "Qualified Resort Area" through the Mississippi Department of Revenue; and

WHEREAS, the subject property consists of approximately **27.58 acres** situated in Part of the SW4 and Part of the NW4 NW4 of Section 26, Township 19N, Range 13E, as delineated in the official land records of Oktibbeha County; and

WHEREAS, the venue serves as a significant destination for weddings, community gatherings, and rural preservation efforts, attracting visitors from across the region and contributing to the local tourism economy; and

WHEREAS, the applicant has submitted documentation of broad community support, including endorsements from the Oktibbeha County Sheriff's Department, the Greater Starkville Development Partnership, and the Starkville Community Foundation; and

WHEREAS, the Board of Supervisors finds that such a designation will promote local economic growth, enhance hotel occupancy, and support retail spending within the County, thereby serving the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Oktibbeha County, Mississippi, as follows:

1. That the Board of Supervisors hereby formally supports and endorses the application of **The Blueberry Peace Farm** for designation as a **Qualified Resort Area**.
2. That the Board finds the venue to be a valuable asset to the County's tourism infrastructure and a responsible corporate citizen.
3. That the President of the Board and the Chancery Clerk are hereby authorized and directed to execute any and all documents or certifications required by the Mississippi Department of Revenue to give effect to this resolution.

On motion duly made, seconded and carried, this Resolution was passed and adopted by The Motion to approve the foregoing resolution was made by Supervisor _____ and seconded by Supervisor _____, and the following vote was recorded:

Supervisor C. Ben Carver: _____

Supervisor Orlando Trainer: _____

Supervisor Marvell Howard _____

Supervisor Pattie Little: _____

Supervisor Joe Williams: _____

SO RESOLVED, this the 20th day of January, 2026.

**MARVELL HOWARD, PRESIDENT
BOARD OF SUPERVISORS OF
OKTIBBEHA COUNTY, MISSISSIPPI**

ATTEST:

Sharon Livingston, Clerk of the Board

Item Cover Sheet

PRESENTER: County Administrator

SUMMARY: Strategic Vision, Mission, and Values Policy (ADM-POL-002)

On November 3, 2025, the Board was presented with the Strategic Vision, Mission, and Values Policy for approval. The Board requested that we receive feedback on the proposal from our County leaders. We provided the proposed policy to County leaders with a request for feedback by December 5, 2025. We have received feedback and incorporated that feedback. We are now formally requesting the approval of the Strategic Vision, Mission, and Values Policy (ADM-POL-002).

This policy formally establishes the foundational framework that guides all governance, operations, and decision-making for Oktibbeha County government. It defines the County's long-term direction, purpose, ethical standards, and core functions to ensure alignment across departments, officials, and employees.

The policy sets forth a clear **Vision** for Oktibbeha County as a thriving, resilient community that honors its history while embracing innovation, sustainable growth, and an exceptional quality of life. The **Mission** emphasizes excellence in delivering essential public services, responsible management of growth, the administration of justice, and sound fiscal stewardship.

The mission is executed through **four core mission functions**:

- Delivering essential public services that protect public health, safety, and critical infrastructure.
- Responsibly managing community growth through planning and strategic investment.
- Upholding the administration of justice in accordance with state law.
- Providing sound fiscal and administrative stewardship supported by a professional, accountable workforce.

The policy is anchored by a unifying **North Star principle—Service**, defined as *doing our job right and doing it the right way*. This principle is operationalized through the County's **TIES Core Values**:

- **Transparency** – open and accessible government
- **Integrity** – honesty, ethics, and accountability
- **Engagement** – collaboration with citizens and colleagues
- **Stewardship** – responsible management of public trust and resources

To institutionalize these principles, the policy establishes a formal **Oath of Service** for all new employees under the administrative authority of the Board of Supervisors. Beginning **February 2, 2026**, the oath will be administered to all new employees at the **first Board of Supervisors meeting each month**. It is respectfully requested that the **Board President welcome new employees and each month a different Board Member, Appointee, or Elected Official lead the administration of the Oath of Service**, reinforcing the Board's commitment to unified leadership, accountability, and a shared culture of public service.

Independent elected officials are respectfully invited to voluntarily adopt the Oath of Service, or a revision thereof, for their respective offices.

This policy applies county-wide and serves as the primary guiding framework for future ordinances, policies, procedures, and strategic initiatives. Its adoption represents a foundational act of governance that defines the County's purpose, clarifies expectations for ethical conduct and service delivery, strengthens accountability, and reinforces a unified, professional culture of service to the citizens of Oktibbeha County.

Included for the Board's consideration is a proposed script to administer the Oath of Service to new employees at the first Board of Supervisors meeting each month.



OKTIBBEHA COUNTY BOARD OF SUPERVISORS GOVERNANCE POLICY

Policy Title: Strategic Vision, Mission, and Values

Reference Code: ADM-POL-002

Policy Number: _____

Effective Date: _____

Responsible Department: Board of Supervisors / County Administrator

1.0 Purpose

The purpose of this policy is to formally establish the foundational strategic direction for Oktibbeha County government. This document provides the official Vision, Mission, Core Values, and Core Functions that shall guide all subsequent plans, policies, operational decisions, and the allocation of public resources. It is intended to ensure that all functions of county government are aligned with the long-range goals set by the Board of Supervisors and the community.

2.0 Vision Statement

Oktibbeha County will remain a thriving and resilient community that honors its history while embracing innovation, sustainable growth, economic opportunity and the unique contributions of all its citizens who unite to build an exceptional quality of life for all.

3.0 Mission Statement

The mission of Oktibbeha County government is to enhance the quality of life for all citizens by pursuing excellence in delivering essential public services, responsibly managing community growth, upholding the administration of justice and providing sound fiscal stewardship.

4.0 Core Mission Functions

The mission of Oktibbeha County government is executed through four core functions, which provide the structure for all departmental roles, responsibilities, and tasks.

4.1 Pursuing Excellence in Delivering Essential Public Services

- **Function:** To provide reliable, professional, and efficient services that ensure public health, safety, and welfare. This includes, but is not limited to, law enforcement, fire protection, emergency ambulance services, solid waste collection, and the engineering, construction, and maintenance of critical infrastructure such as the county's roads, bridges and public buildings.

- **Lead Departments:** Sheriff's Office, Fire Services, Emergency Management Agency, Public Works/Road Department, County Engineer, and contracted service providers (e.g., Ambulance, Solid Waste).

4.2 Responsibly Managing Community Growth

- **Function:** To implement the Oktibbeha County Comprehensive Plan through fair and consistent regulations, long-range planning, and strategic infrastructure investment. This function guides the county's future, balancing development with the preservation of the county's unique identity and quality of life.
- **Lead Departments:** Planning & Development, Public Works.

4.3 Uphold the Administration of Justice

- **Function:** To support and facilitate a fair, accessible, and efficient system of justice as mandated by the Mississippi Constitution and state law. This function ensures the impartial resolution of legal disputes and the protection of individual rights.
- **Lead Departments:** Justice Court, Circuit Court, County Court, Chancery Court, Youth Court, and the offices of the Circuit Clerk and Chancery Clerk.

4.4 Provide Sound Fiscal and Administrative Stewardship

- **Function:** To ensure the transparent, efficient, and accountable use of public funds and resources. This includes fostering a professional, well-supported, and accountable workforce dedicated to public service, recognizing that excellence in governance is achieved through exceptional employees. This function guarantees that the government operates with integrity, in compliance with state law, and in a manner that builds public trust.
- **Lead Departments:** County Administrator, Comptroller, Human Resources, Information Technology, Chancery Clerk, Circuit Clerk, Tax Assessor/Collector.

5.0 The TIES That Bind: Our Core Values

Our organization is guided by a "**North Star**" principle that defines our ultimate, unchanging purpose: **Service**.

As we follow this path, our actions are guided by four core values. These values (Transparency, Integrity, Engagement, Stewardship) are the "**rules of the road**" for our organization. They serve as our "**moral compass**" and are the principles that guide our daily actions, decisions, and interactions as we serve the public.

- **Transparency:** We are committed to open, clear, and accessible government.
- **Integrity:** We act with uncompromising honesty and ethics in all we do.
- **Engagement:** We actively listen to and collaborate with our citizens and each other.
- **Stewardship:** We responsibly and honorably manage the public's trust and resources.

6.0 Implementation & Affirmation

6.1 Guiding Principles The Vision, Mission, North Star of Service, and TIES Core Values established in this policy shall serve as the primary guiding principles for all county operations, strategic planning, resource allocation, and future policy development.

6.2 Oath of Service & County-Wide Unity To affirm and institutionalize these principles; the following Oath of Service is established.

(a) Oath for Board of Supervisors' Employees: To instill these values from day one and affirm this commitment, all new employees of departments under the administrative authority of the Board of Supervisors shall, as a condition of employment, take the following Oath of Service:

"I, [State Your Name], do solemnly swear (or affirm) that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and that I will faithfully discharge the duties of the office (or position) upon which I am about to enter.

*With **Service** as my guide, I pledge to uphold the **TIES** that bind us to our community and to each other:*

- *To act with **Transparency**, fostering openness and truthful communication in my duties.*
- *To conduct myself with unwavering **Integrity**, ensuring honesty, fairness, and accountability.*
- *To commit to genuine **Engagement**, respectfully collaborating with colleagues, partners and citizens.*
- *To exercise diligent **Stewardship**, responsibly managing the resources entrusted to Oktibbeha County.*

I understand that these values are the foundation of my commitment to public service in Oktibbeha County, Mississippi. So help me God."

(b) In the spirit of a unified county-wide commitment to public service, the Board of Supervisors respectfully invites all Independent Elected Officials to voluntarily adopt this Oath of Service, or revisions thereof, for their respective offices.

7.0 Applicability and Supremacy

This policy shall apply to all departments, offices, and officials of Oktibbeha County. The Vision, Mission, and Core Values herein shall serve as the primary guiding principles for the development of all other governing documents, including ordinances, plans, and procedures.



RESOLUTION OF THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. RS-20250120-_____

A RESOLUTION FORMALLY ADOPTING THE OKTIBBEHA COUNTY STRATEGIC VISION, MISSION, AND VALUES POLICY (ADM-POL-002) AND ESTABLISHING AN OFFICIAL OATH OF SERVICE.

WHEREAS, the Oktibbeha County Board of Supervisors is committed to establishing a clear, unified, and enduring strategic direction to guide all functions of county government and build a culture of excellence; and

WHEREAS, in an increasingly complex governance landscape, a clear organizational identity and shared purpose are paramount for efficient and effective operations; and

WHEREAS, this policy formally establishes this guiding strategy by articulating a **Strategic Vision** for the county's future and a focused **Mission** of "pursuing excellence in delivering essential public services"; and

WHEREAS, the policy codifies a "North Star" principle of **Service** as the ultimate purpose and guiding principle for all county employees and officials; and

WHEREAS, this "North Star" is supported by four Core Values, captured by the acronym **TIES**, which define the standards for county operations: **T**ransparency, **I**ntegrity, **E**ngagement, and **S**teewardship; and

WHEREAS, the policy operationally defines the **Four Core Mission Functions** of county government: Delivering Essential Public Services, Responsibly Managing Community Growth, Upholding the Administration of Justice, and Providing Sound Fiscal and Administrative Stewardship; and

WHEREAS, to affirm, institutionalize, and instill these values, the policy establishes a formal **Oath of Service** to be administered to all new employees **of departments under the administrative authority of the Board of Supervisors**, creating a powerful act of unity and a public affirmation of their commitment to these principles; and

WHEREAS, the Board of Supervisors has thoroughly reviewed the "Strategic Vision, Mission, and Values Policy" (ADM-POL-002), attached as Exhibit A, and finds it to be a robust, integrated strategy that will strengthen the county's organizational culture, clarify its purpose, and elevate its commitment to public service.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Oktibbeha County, Mississippi, in regular session assembled, that:

1. The "Strategic Vision, Mission, and Values Policy," referenced as **ADM-POL-002**, a copy of which is attached as Exhibit A and incorporated herein by reference, is hereby formally adopted.
2. The Vision, Mission, North Star of Service, and TIES Core Values established in this policy shall henceforth serve as the primary guiding principles for all county operations, strategic planning, resource allocation, and future policy development.
3. The official **Oath of Service** detailed in Section 5.2 of the policy is hereby adopted as the formal oath for all new employees **within departments under the administrative authority of the Board of Supervisors**, to be administered as part of the official onboarding process.
4. The Board of Supervisors formally **invites** all Independent Elected Officials of Oktibbeha County to voluntarily adopt this Oath of Service, or a version thereof, for their respective offices, as a shared symbol of our unified commitment to the citizens we serve.
5. This Resolution shall take effect and be in full force from and after its passage.

The Motion to approve the foregoing resolution was made by Supervisor _____ and seconded by Supervisor _____, and the following vote was recorded:

Supervisor C. Ben Carver: _____

Supervisor Orlando Trainer: _____

Supervisor Marvell Howard _____

Supervisor Pattie Little: _____

Supervisor Joe Williams: _____

SO RESOLVED, this the 20th day of January, 2026.

**MARVELL HOWARD, PRESIDENT
BOARD OF SUPERVISORS OF
OKTIBBEHA COUNTY, MISSISSIPPI**

ATTEST:

Sharon Livingston, Clerk of the Board

Proposed Board President Script

Oath of Service for New Employees Oktribbeha County Board of Supervisors

Opening Remarks by the Board President:

“Today, we pause to formally welcome our newest employees to Oktibbeha County government. Public service is both a responsibility and a privilege. Each of you has chosen to serve this community, and with that choice comes a commitment not only to perform your duties well, but to do so with integrity, transparency, engagement, and stewardship of the public trust.

As a Board, we have adopted a Strategic Vision, Mission, and Values Policy that serves as our guiding framework. This oath affirms our shared commitment to service and sets the standard for how we carry out the work of county government.”

Administration of the Oath:

(Each month a different Board Member, Appointee, or Elected Official.)

“At this time, I ask all new employees present to please stand and raise your right hand.”

“Please repeat after me: I, [state your name], do solemnly swear, or affirm that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and that I will faithfully discharge the duties of the office, or position, upon which I am about to enter.

With Service as my guide, I pledge to uphold the TIES that bind us to our community and to each other:

- To act with **Transparency**, fostering openness and truthful communication in my duties.
- To conduct myself with unwavering **Integrity**, ensuring honesty, fairness, and accountability.
- To commit to genuine **Engagement**, respectfully collaborating with colleagues, partners, and citizens.
- To exercise diligent **Stewardship**, responsibly managing the resources entrusted to Oktibbeha County.

I understand that these values are the foundation of my commitment to public service in Oktibbeha County, Mississippi. So help me God.”

Closing Statement (Board President):

“Thank you. On behalf of the Board of Supervisors, we welcome you to Oktibbeha County government. We appreciate your willingness to serve and look forward to the contributions you will make to our community.”

OKTIBBEHA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM SUMMARY

AGENDA DATE: January 20, 2026

PRESENTER: County Administrator

SUBJECT: Adoption of Strategic Investment Policy (FIN-POL-006) and Associated Resolution (RS20260120-001)

RECOMMENDATION

It is recommended that the Board of Supervisors adopt **Resolution RS20260120-001**, formally approving the **Strategic Investment Policy (FIN-POL-006)**.

SUMMARY & BACKGROUND

Oktibbeha County is currently managing significant depository funds, including the proceeds from the OCH Regional Medical Center sale. To ensure these assets are managed with maximum transparency, agility, and legal compliance, the administration has developed a comprehensive Strategic Investment Policy.

This policy represents a professional evolution of the County's financial management by:

1. **Transitioning from "Rate-Only" to "Strategic Best Interest":** Moving away from the customary practice of automatically selecting the highest-rate 90-day CD. Instead, the Board will evaluate multiple terms (90, 180, 270, and 365 days) to match investments with projected county cash flow and liquidity needs.
2. **Authorizing Modern Investment Vehicles:** Formally authorizing the use of **Investment Cash Sweep (ICS)** accounts under the "safe harbor" provision of **Miss. Code Ann. § 27-105-315(3)**. Unlike traditional collateralized CDs, ICS products provide 100% FDIC insurance coverage through a reciprocal bank network, offering the highest level of federal security.
3. **Formalizing the Selection Process:** Establishing a **Joint Presentation** workflow between the Chancery Clerk and County Administrator, ensuring the Board receives a comparative analysis of all market options before making a final determination via a Board Order.

FISCAL IMPACT

There is no direct cost associated with the adoption of this policy. However, the fiscal impact is expected to be positive by:

- **Yield Optimization:** Allowing the County to capture higher interest rates on long-term reserves that are not needed for immediate operations.
- **Risk Mitigation:** Ensuring that all funds are secured by either state-mandated 105% collateralization or full federal FDIC insurance.

ACTION REQUESTED

Approve Resolution **RS20260120-000** to adopt the Strategic Investment Policy as the official framework for managing all county depository funds.



RESOLUTION OF THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. RS-20260120-_____

FORMALLY ADOPTING THE STRATEGIC INVESTMENT POLICY (FIN-POL-006)

WHEREAS, the Board of Supervisors of Oktibbeha County is charged by Miss. Code Ann. § 27-105-305 with the authority and responsibility to select depositories and manage the investment of depository funds to ensure the safety, liquidity, and yield of taxpayer resources; and

WHEREAS, the County currently manages significant public funds, including proceeds from the sale of OCH Regional Medical Center, which require an agile and multifaceted investment approach to balance immediate capital needs with long-term financial stability; and

WHEREAS, the Board desires to transition from a routine, single-term bid process to a comprehensive strategy that evaluates multiple term options and modern investment vehicles such as Investment Cash Sweep (ICS) accounts as authorized by Miss. Code Ann. § 27-105-315(3); and

WHEREAS, the **Governing Documents Policy (ADM-POL-001)** establishes that all official county policies shall be formally adopted by resolution and maintained within the appropriate Governance Manual; and

WHEREAS, a comprehensive **Strategic Investment Policy (FIN-POL-006)** has been developed to define the "Strategic Best Interest" standard and establish a joint presentation process for the evaluation of investment options; and

WHEREAS, the Board of Supervisors has thoroughly reviewed the proposed Strategic Investment Policy, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference, and finds it to be in the best interest of Oktibbeha County to formally adopt said policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Oktibbeha County, Mississippi, in regular session assembled, that:

1. The **Strategic Investment Policy (FIN-POL-006)**, attached hereto as **Exhibit A**, is hereby formally adopted and shall be implemented as the official policy governing the investment of all depository funds.
2. The County Administrator and the Chancery Clerk are hereby directed to implement the collaborative selection process as outlined in Section 6.0 of said policy.
3. Any previous practices or customs regarding the selection of investment products that are in conflict with this policy are hereby transitioned into this new strategic framework.
4. This Resolution shall take effect and be in full force from and after its passage.

On motion duly made, seconded and carried, this Resolution was passed and adopted by The Motion to approve the foregoing resolution was made by Supervisor _____ and seconded by Supervisor _____, and the following vote was recorded:

Supervisor C. Ben Carver: _____

Supervisor Orlando Trainer: _____

Supervisor Marvell Howard _____

Supervisor Pattie Little: _____

Supervisor Joe Williams: _____

SO RESOLVED, this the 20th day of January, 2026.

**MARVELL HOWARD, PRESIDENT
BOARD OF SUPERVISORS OF
OKTIBBEHA COUNTY, MISSISSIPPI**

ATTEST:

Sharon Livingston, Clerk of the Board



OKTIBBEHA COUNTY BOARD OF SUPERVISORS GOVERNANCE POLICY

Policy Title: Strategic Investment Policy

Reference Code: FIN-POL-006

Official Number: POL-2026-01

Effective Date: January 5, 2026

Responsible Department: County Administrator

1.0 PURPOSE

The purpose of this policy is to establish a standardized framework for the management and investment of **depository funds**. This policy shifts the county's investment strategy from a routine, rate-only selection to a strategic evaluation process that balances yield, liquidity, and safety, ensuring that public funds—including proceeds from significant asset sales—are managed with maximum transparency and agility.

2.0 SCOPE

This policy applies to all depository funds subject to investment by the Board of Supervisors under Mississippi law, specifically including general fund reserves, special project funds, and proceeds from the sale of county assets.

3.0 LEGAL AUTHORITY

This policy is governed by and shall be implemented in accordance with:

- **Miss. Code Ann. § 27-105-305:** Authority of the Board to select depositories.
- **Miss. Code Ann. § 27-105-315:** Criteria for interest-bearing accounts.
- **Miss. Code Ann. § 27-105-315(3):** Specific authorization for FDIC-insured network/reciprocal deposits (ICS).
- **Miss. Code Ann. § 27-105-5:** Collateralization requirements for public deposits.

4.0 DEFINITIONS

- **Investment Cash Sweep (ICS):** A financial product that utilizes a network of banks to ensure every penny of a deposit is protected by FDIC insurance, rather than relying solely on pledged collateral from a single institution.

- **Strategic Best Interest:** A decision-making standard that evaluates an investment based on yield, the specific date the funds are needed for county projects (liquidity), and the security method (collateral vs. insurance).
- **Qualified State Depository:** A financial institution currently certified by the Mississippi State Treasurer to hold public funds.

5.0 AUTHORIZED INVESTMENT INSTRUMENTS

The County is authorized to utilize the following products from Qualified State Depositories:

1. **Certificates of Deposit (CDs):** Terms ranging from 30 to 365 days, provided they are collateralized at 105% per § 27-105-5.
2. **Investment Cash Sweep (ICS) Accounts:** Provided they meet the reciprocal/network requirements of § 27-105-315(3) and remain 100% FDIC insured.
3. **Interest-Bearing Demand Accounts:** Standard accounts for operational cash flow.

6.0 SELECTION PROCESS AND PROCEDURES

6.1 Solicitation of Quotes

The County Administrator, in coordination with the Chancery Clerk, shall solicit competitive quotes from authorized depositories whenever depository funds are available for investment. Quotes shall be requested for multiple terms (e.g., 90, 180, 270, and 365 days) to allow for comparative analysis.

6.2 Comparative Analysis

For each investment opportunity, the County Administrator shall prepare a summary comparing:

- The offered interest rates for each term.
- The liquidity impact (matching terms to projected cash flow needs).
- The security method (Pledged Collateral vs. FDIC Insurance).

6.3 Joint Presentation

The Chancery Clerk and County Administrator shall jointly present the comparative analysis to the Board of Supervisors during a regularly scheduled meeting.

6.4 Final Determination

The Board of Supervisors shall review the analysis and determine the specific term and product that serves the Strategic Best Interest of the County. All final investment selections must be authorized by a formal Board Order entered into the minutes.

7.0 SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Policy is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Policy.

Item Cover Sheet

Department: County Administrator

Subject: Authorization to Solicit Fixed-Rate Term Investment Bids

Request: To authorize the County Comptroller and Chancery Clerk to solicit competitive bids for fixed-rate term investments from all qualified county depositories.

Background: With the formal adoption of the Strategic Investment Policy (FIN-POL-006) and the influx of capital from the OCH sale, the County is moving from a passive cash management model to an active investment strategy. The primary intent is to ensure that "idle" taxpayer funds are working to generate maximum interest income while remaining fully protected.

Summary: This request is the first operational step in implementing the new policy. It authorizes the County Comptroller and Chancery Clerk to seek formal bids for fixed-rate investments (such as CDs) across various time frames (e.g., 6, 12, and 24 months).

The goal is to provide the Board with a "market snapshot" of the best available rates. This data will allow the Board to make an informed decision on how to structure the County's portfolio to capture peak yields without sacrificing the liquidity needed for operations. All bids will be solicited from qualified county depositories to ensure security and compliance with state law.

Action Required: Authorize the County Comptroller and Chancery Clerk to solicit competitive fixed-rate term investment bids from qualified county depositories to maximize interest returns on county funds.

OKTIBBEHA COUNTY BOARD OF SUPERVISORS

NOTICE OF SOLICITATION FOR FIXED-RATE TERM INVESTMENT PURSUANT TO STRATEGIC INVESTMENT POLICY (FIN-POL-006)

To: All Approved County Depositories

Date of Solicitation: [Enter Date]

Subject: Solicitation for Multi-Term Fixed-Rate Investment Options

1. Overview

In accordance with the **Strategic Investment Policy (FIN-POL-006)** adopted by the Board of Supervisors, Oktibbeha County is soliciting bids for fixed-rate investment options for public funds. This solicitation represents a transition from a rate-only selection to a strategic evaluation process intended to maximize taxpayer return while ensuring liquidity and security.

2. Investment Parameters

- **Investment Amount:** \$[Enter Amount, e.g., \$20,000,000.00]
- **Anticipated Start Date:** [Enter Date]
- **Selection Criteria:** As defined in FIN-POL-006, the Board of Supervisors evaluates bids based on the "**Strategic Best Interest**" standard. This standard considers:
 1. **Yield:** The net interest rate offered.
 2. **Liquidity:** Matching the term length to projected county cash flow and project needs.
 3. **Security:** The strength of the security method (FDIC Insurance vs. Pledged Collateral).

The County reserves the right to select the specific term length (e.g., 90 days vs. 180 days) and product type that provides the best net value and strategic advantage to the County.

3. Product Flexibility & Requirements

The County will accept bids for any authorized financial instrument defined in Section 5.0 of FIN-POL-006 (e.g., Certificates of Deposit, Liquid Term Accounts, or ICS-linked products) that satisfies the following:

1. **Fixed Rate:** The interest rate must be fixed for the entirety of the selected term.
2. **Security:** Funds must be secured via 105% physical collateralization (Miss. Code Ann. § 27-105-5) or through an FDIC-insured network (ICS/IntraFi) as authorized by **Miss. Code Ann. § 27-105-315(3)**.
3. **Liquidity Disclosure:** The County **prefers** investment products with no early withdrawal penalties. However, all penalties, notice requirements, or liquidity constraints must be clearly disclosed in the bid response for evaluation.

4. Submission and Evaluation

As part of the professionalized workflow, all bids will be subject to a **Joint Presentation** by the County Administrator and Chancery Clerk to the Board of Supervisors.

- **Submission:** All bids must be returned via email to the **County Comptroller, Deanna Collier at dcollier@oktibbleha.ms.gov**.
- **Bid Deadline:** [Date], at 10:00 AM CST.
- **Award Notification:** A comparative analysis will be presented at the next scheduled Board meeting. Final investment selections must be authorized by a formal Board Order.

BID RESPONSE FORM (To be completed by Bank)

Financial Institution: _____

Please provide your best fixed interest rates for the following benchmark terms. You may also propose an "Alternative Term" if your institution has a specific product that provides superior value outside of these benchmarks.

Term Length	Fixed Interest Rate (%)	Product Type (CD, ICS, etc.)	Penalty / Notice Period
90 Days	%		
180 Days	%		
270 Days	%		
365 Days	%		
Alternative: (Specify Term)	%		

Security Method: ☐ 105% Physical Collateral (Pledged Securities)
 ☐ 100% FDIC Insurance (ICS/IntraFi Network)

Early Withdrawal Penalty / Notice Period: *(Please describe any penalties for early withdrawal or required notice periods below. If none, state "None".)*

Authorized Signature: _____ **Date:** _____

OKTIBBEHA COUNTY BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

To: Oktibbeha County Board of Supervisors

From: ~~County Administrator~~ *Chancery Clerk*

Date: January 12, 2026

Subject: Selection of Primary County Depository (Feb 2026 – Jan 2030)

1. Recommendation

It is recommended that the Board of Supervisors select **Guaranty Bank** as the Primary County Depository for a four-year term. This recommendation is based on the determination that Guaranty Bank's bid is the "**lowest and best**" for the County, providing the highest net interest yield, the most comprehensive security (100% FDIC insurance), and the necessary operational flexibility to maintain existing specialized and clearing accounts.

2. Background and Justification

Pursuant to **Miss. Code Ann. § 27-105-305**, the County advertised for sealed bids for a new depository contract to begin February 1, 2026. On January 5, 2026, the Board opened four (4) responsive bids.

The selection of a depository is a critical strategic decision. Beyond the raw interest rate, the Board must consider:

- **Fiscal Responsibility:** Maximizing the return on public funds, specifically the OCH Regional Medical Center sale proceeds.
- **Transparency and Security:** Utilizing legally sound models like the Insured Cash Sweep (ICS) to ensure 100% federal insurance on large balances.
- **Operational Efficiency:** Ensuring the County can maintain its specialized revenue and clearing accounts without being forced into a costly and disruptive "sole depository" consolidation.

2.1 Strategic Rate Analysis & Risk Mitigation

The "laddered" rate structure proposed by Guaranty Bank is a proactive strategy to manage interest rate risk and operational stability over the 48-month term:

- **Maximizing Immediate Revenue:** By securing a **3.56%** rate for the first two years, the County maximizes interest income while the ledger balance is at its highest anticipated level, prior to any significant endowment transfers.

- **Hedging Against Market Volatility:** Given the current economic climate, there is a risk that general market interest rates will decline over the next four years. A fixed rate of **3.11%** in Year 4 serves as a "floor," protecting the County's revenue if floating rates drop below that level.
- **Administrative Continuity & Transition Risk:** A four-year term provides inherent value by stabilizing the County's primary financial infrastructure. Changing primary depositories frequently incurs a substantial "administrative burden," including the re-routing of dozens of ACH instructions, updating department-level workflows, re-training staff on new banking software, and managing the risk of transition errors in payroll or vendor payments. By securing a stable, competitive four-year term, the County avoids these recurring operational costs and minimizes transition risk.
- **Superior Long-Term Value:** Compared to the only other 4-year bid (1.75%), this ladder approach provides nearly double the interest yield for the final two years of the contract.

3. Bid Analysis

A detailed **Official Bid Tabulation** is attached to this report, comparing the 24, 36, and 48-month fixed rate proposals from all four institutions.

Comparative Highlights:

- **BankFirst:** Provided a competitive 2-year rate but failed to provide a 4-year option and explicitly excluded the County's 90-day CD funds from their proposal, limiting the Board's investment flexibility.
- **Renasant Bank:** Offered a competitive floating rate, but their bid was strictly **contingent** on the County naming them the "Sole Depository." Forcing the County to close specialized/clearing accounts would create significant transition risk and administrative costs.
- **Guaranty Bank:** Offered the highest fixed rates across all term lengths and provided the necessary flexibility for the County to maintain its current account structure.

4. Final Award Terms (Clarified)

Following the bid opening, the County Administrator sought clarification from the apparent low bidder, **Guaranty Bank**, regarding the application of their multi-term options. In a formal clarification letter dated January 9, 2026, Guaranty Bank confirmed a "laddered" rate structure for a single 4-year term, providing the County with the highest immediate yield while securing long-term stability:

- **Contract Years 1 & 2:** 3.56% Fixed
- **Contract Year 3:** 3.35% Fixed
- **Contract Year 4:** 3.11% Fixed
- **Estimated Annual Revenue:** Based on a \$47,938,627.26 average balance, this will generate approximately **\$1.7 Million** in interest income annually for the first two years.

Service Enhancements: Guaranty Bank has further committed to waive monthly service fees for ACH, Positive Pay, and standard account maintenance (\$16/mo and \$0.10/item), resulting in an annual savings of approximately **\$2,400** in administrative costs.

5. Determination of "Lowest and Best"

The Board's determination of Guaranty Bank as the "lowest and best" bidder is based on the following findings:

1. **Highest Net Yield:** The ladder rate structure provides a superior total return compared to all other responsive bidders.
2. **Safety and Compliance:** The use of the **Insured Cash Sweep (ICS)** model ensures the County's \$48M+ balance is 100% FDIC insured, satisfying **Miss. Code Ann. § 27-105-315(3)**.
3. **Operational Stability:** Unlike other bidders, Guaranty Bank does not require the County to abandon its existing specialized accounts, thereby protecting the integrity of inherited hospital-sale and clearing accounts.
4. **Strategic Continuity:** The four-year commitment reduces the frequency of massive administrative transitions, allowing staff to focus on substantive financial management rather than recurring account migration.

6. Action Requested

Adopt the Resolution naming **Guaranty Bank** as the Primary County Depository for a four-year term (Feb 1, 2026 – Jan 31, 2030). Authorize the Board President to execute the Master Depository Agreement and authorize the **County Administrator** to execute all technical, operational, and enrollment documents (including ICS/IntraFi network forms and service authorizations) required to implement this transition.

OKTIBBEHA COUNTY BOARD OF SUPERVISORS

OFFICIAL BID TABULATION: COUNTY DEPOSITORY SERVICES

Bid Opening Date: January 5, 2026

Contract Period: February 1, 2026 – January 31, 2030

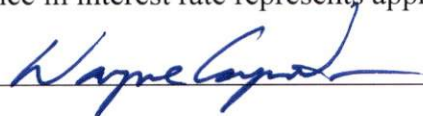
The following table reflects the fixed interest rates submitted by responding financial institutions for the three term lengths requested in the County's Invitation for Bid (IFB).

Institution	24-Month Term (Fixed Rate)	36-Month Term (Fixed Rate)	48-Month Term (Fixed Rate)	Primary Service Fees / Constraints
Guaranty Bank	3.56%	3.35%	3.11%	\$50/mo ACH; \$50/mo Pos. Pay (Waived per clarification letter).
BankFirst	3.55%	N/A	N/A	Explicitly excluded 90-day CD funds from proposal.
Renasant Bank	2.90%	2.85%	N/A	Bid contingent on "Sole Depository" status. Floating rate option offered at 3.25%.
Cadence Bank	2.50%	2.25%	1.75%	\$750/month flat fee for specific account structures.

Notes on Tabulation:

1. **Responsiveness:** BankFirst and Renasant Bank provided bids that included specific operational constraints or exclusions that impact the "best" bid determination.
2. **Clarification:** Pursuant to the County's administrative review, Guaranty Bank provided a written clarification on January 9, 2026, confirming that the tiered rates above will be applied as a "laddered" structure within a single 4-year contract term.
3. **Yield Analysis:** At the current average ledger balance of approximately \$47.9M, a 0.01% difference in interest rate represents approximately \$4,790 in annual revenue.

Certified by: _____



County Administrator



RESOLUTION OF THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. RS-20260120-_____

RESOLUTION OF THE BOARD OF SUPERVISORS SELECTING GUARANTY BANK AS THE PRIMARY COUNTY DEPOSITORY AND AUTHORIZING THE USE OF THE INSURED CASH SWEEP (ICS) MODEL

WHEREAS, pursuant to the authority granted in **Miss. Code Ann. § 27-105-305**, the Board of Supervisors of Oktibbeha County, Mississippi, authorized the solicitation of sealed bids for the privilege of keeping the public funds of the County for a term of up to four (4) years; and

WHEREAS, on January 5, 2026, the Board received and opened four (4) responsive bids from qualified financial institutions; and

WHEREAS, the Board has evaluated said bids based on the "lowest and best" standard, which requires consideration of interest yield, service fee structures, security mechanisms, and the specific operational requirements of the County; and

WHEREAS, the County Administrator sought and received written clarification from Guaranty Bank regarding the application of their multi-year fixed-rate options, which resulted in a tiered "laddered" interest rate structure specifically designed for a four-year term (3.56% for Years 1-2; 3.35% for Year 3; 3.11% for Year 4) and targeted fee waivers for ACH, Positive Pay, and standard account maintenance services; and

WHEREAS, **Miss. Code Ann. § 27-105-315(3)** explicitly authorizes the use of demand deposit accounts where funds are placed through a depository institution that participates in a network providing 100% FDIC insurance coverage, thereby satisfying the security requirements for public funds and removing the requirement for traditional physical collateral pledges; and

WHEREAS, the Board finds that the proposal submitted by Guaranty Bank provides the highest net financial return to the County, ensures the maximum possible safety for public funds—including the proceeds from the OCH Regional Medical Center sale—and maintains the operational continuity of existing specialized clearing and administrative accounts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Oktibbeha County, Mississippi, as follows:

1. **Selection and Term: Guaranty Bank** is hereby selected and designated as the **Primary County Depository** for a term of four (4) years, effective February 1, 2026, through January 31, 2030.
2. **Terms of Award:** The award is based on the clarified fixed-rate ladder structure and service fee waivers documented in the Bank's letter dated January 9, 2026, which is hereby incorporated into the official minutes by reference. These terms include the waiver of monthly ACH fees, Positive Pay fees, and the \$16.00 monthly maintenance/transaction fees.
3. **Security Method:** The Board hereby authorizes and directs the use of the **Insured Cash Sweep (ICS)** model for the County's primary ledger balances to ensure 100% federal insurance coverage in strict compliance with **Miss. Code Ann. § 27-105-315**.
4. **Execution Authority:** The Board President is hereby authorized to execute the Master Depository Agreement on behalf of the Board. Further, the **County Administrator** and the **Chancery Clerk** are hereby authorized and directed to execute all secondary service agreements, technical enrollment forms, ACH authorizations, and operational documents necessary to effectuate the transition of County funds and the implementation of the ICS network.

On motion duly made, seconded and carried, this Resolution was passed and adopted by The Motion to approve the foregoing resolution was made by Supervisor _____ and seconded by Supervisor _____, and the following vote was recorded:

Supervisor C. Ben Carver: _____

Supervisor Orlando Trainer: _____

Supervisor Marvell Howard _____

Supervisor Pattie Little: _____

Supervisor Joe Williams: _____

SO RESOLVED, this the 20th day of January, 2026.

**MARVELL HOWARD, PRESIDENT
BOARD OF SUPERVISORS OF
OKTIBBEHA COUNTY, MISSISSIPPI**

ATTEST:

Sharon Livingston, Clerk of the Board

Executive Session

Item Cover Sheet

Department: Board Attorney / Administration

Subject: Approval of Professional Services Agreement – Community Mammogram Services (Baptist)

Request: To approve the administrative plan and service agreement with Baptist Memorial Hospital-Golden Triangle for the provision of community mammogram screenings and authorize the associated administrative course of action.

Background: Following the transition of county health services and the divestiture of OCH Regional Medical Center, the County is formalizing agreements with regional healthcare partners to ensure the continued delivery of essential preventative health screenings.

Summary: This agreement establishes the operational and administrative framework for mammogram screening services provided to eligible county residents and employees. The document outlines:

- **Operational Protocols:** Procedures for scheduling, site logistics, and service delivery.
- **Data Management:** Standards for the secure handling of patient records and results.
- **Risk Management:** Specific provisions regarding liability allocation and insurance requirements, ensuring the County's interests are protected under the new service model.

Due to the sensitive nature of the liability and operational terms, and to protect the County's legal position regarding risk management, the specific contractual details and the related administrative course of action will be reviewed in Executive Session as permitted under Miss. Code Ann. § 25-41-7.

Action Required:

1. Approve the Mammogram Services Agreement with Baptist Memorial Hospital-Golden Triangle.
2. Authorize the Board President to execute the final agreement.
3. Authorize the County Administrator to proceed with the recommended administrative course of action regarding the implementation of the service plan.