



Rankin County Board of Supervisors

211 East Government Street
Brandon, MS 39042
www.rankincounty.org

Work Session

~ Minutes ~

Larry Swales
Chancery Clerk

Thursday, April, 29, 2021 9:00 AM Rankin Board Room

I. CALL TO ORDER MEETING OF THE RANKIN COUNTY BOARD OF SUPERVISORS

9:00 AM Meeting called to order on April 29, 2021 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	Vice President	Present	
Steve Gaines	Supervisor District 4	Present	
Brad Calhoun	Supervisor District 3	Present	
Jared Morrison	President	Present	
Jay Bishop	Supervisor District 5	Present	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	
Larry Swales	Chancery Clerk	Present	

II. INVOCATION

Craig Slay, Board Attorney

III. PUBLIC COMMENTS

A. Recognition of Retirement for Brad Patridge, District Two Constable

IV. MOTION TO RECESS BOARD OF SUPERVISORS MEETING

A. Motion to Motion to Recess Board of Supervisors Meeting

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

V. CALL TO ORDER PLANNING COMMISSION MEETING

VI. ADJOURN PLANNING COMMISSION MEETING

VII. MOTION TO RECONVENE BOARD OF SUPERVISORS MEETING

A. Motion to Motion to Reconvene Board of Supervisors Meeting

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Daniel Cross, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

VIII. CRAIG SLAY, BOARD ATTORNEY

A. Discussion of participation in USDA program for beaver control in rural areas. Authority to participate in the USDA program for beaver

control if there is a pro rata option to begin participation at this time of year, otherwise, authority to participate in the USDA program at the renewal date of October 1, 2021.

Dr. Ken McRaney, residing at 2749 Star Rd, spoke regarding the need for participation in the USDA Program.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

B. Discussion of, and potential action, to address resolution of negotiations with Evergreen Water Association/Andrew Chapel Road Project. Authority to approve the resolution with Evergreen Water Association with the county paying \$235,000.00 for the relocation cost of their infrastructure with the following conditions. Upon approval of the resolution, 50% of the \$235,000.00 will be paid. All of the Evergreen Water Association infrastructure will have to be relocated within 90 days of approval of the resolution, August 15, 2021 has been set as a completed relocation date. Also the relocation will begin at a point that coordinates with the county's construction contractor, starting at the north end of the system and move to the south which will allow for the contractor to work in sequence without any conflict in the work area. (See attached)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

IX. KEITH HICKS, COUNTY ADMINISTRATOR

- A. Discussion of Bond Projects
- B. Review of Agenda and Consent Agenda for May 3, 2021

X. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Motion to add "Conditional approval of variance from Rankin County Development Ordinance whereby 95 acres of property currently owned by Vancleave, LLC., and to be sold to Patricia and Charles Toney, into no more than three parcels, with each parcel having at most one dwelling. Either Vancleave, LLC or Charles and Patricia Toney shall be required to deliver satisfactory proof to Rankin County that a formal Road Maintenance Agreement has been executed by each of the property owners that access the private drive off of White Road that provides access to the subject property. The Road Maintenance Agreement must be recorded in the land records. No building permits will be issued unless and until satisfactory proof of a Road Maintenance Agreement has been presented to Rankin County" to the agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jared Morrison, President
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

B. Conditional approval of variance from Rankin County Development Ordinance whereby 95 acres of property currently owned by Vancleave, LLC., and to be sold to Patricia and Charles Toney, into no more than three parcels, with each parcel having at most one

dwelling. Either Vancleave, LLC or Charles and Patricia Toney shall be required to deliver satisfactory proof to Rankin County that a formal Road Maintenance Agreement has been executed by each of the property owners that access the private drive off of White Road that provides access to the subject property. The Road Maintenance Agreement must be recorded in the land records. No building permits will be issued unless and until satisfactory proof of a Road Maintenance Agreement has been presented to Rankin County

RESULT:ADOPTED [UNANIMOUS]
MOVER:Jared Morrison, President
SECONDER:Brad Calhoun, Supervisor District 3
AYES:Cross, Gaines, Calhoun, Morrison, Bishop

XI. EXECUTIVE SESSION

A. Motion to discuss the need to go into Executive Session

RESULT:ADOPTED [UNANIMOUS]
MOVER:Jay Bishop, Supervisor District 5
SECONDER:Brad Calhoun, Supervisor District 3
AYES:Cross, Gaines, Calhoun, Morrison, Bishop

B. Motion to go into Executive Session to discuss potential litigation

RESULT:ADOPTED [UNANIMOUS]
MOVER:Brad Calhoun, Supervisor District 3
SECONDER:Steve Gaines, Supervisor District 4
AYES:Cross, Gaines, Calhoun, Morrison, Bishop

C. Motion to come out of Executive Session

RESULT:ADOPTED [UNANIMOUS]
MOVER:Jay Bishop, Supervisor District 5
SECONDER:Brad Calhoun, Supervisor District 3
AYES:Cross, Gaines, Calhoun, Morrison, Bishop

D. Outcome of Executive Session
No action taken

XII. ADDED ITEMS

A. Motion to add "Authority to execute settlement agreement between Rankin County and Precision Medical, Inc., and Spinal USA, Inc., for payment of the personal property tax obligation for tax years 2018, 2019 and 2020" to the agenda

RESULT:ADOPTED [UNANIMOUS]
MOVER:Jay Bishop, Supervisor District 5
SECONDER:Brad Calhoun, Supervisor District 3
AYES:Cross, Gaines, Calhoun, Morrison, Bishop

B. Authority to execute settlement agreement between Rankin County and Precision Medical, Inc., and Spinal USA, Inc., for payment of the personal property tax obligation for tax years 2018, 2019 and 2020

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

C. **Motion to add " Acknowledgment of receipt of the formal resignation from District Two Constable, Brad Patridge" to the agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

D. **Acknowledgment of receipt of the formal resignation from District Two Constable, Brad Patridge**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

E. **Motion to add "Formal authority to continue Rankin County's process of implementing county initiatives with our current legislative team, which includes Brunini Law Firm and Waggoner Engineering. These initiatives include and/or are limited to the county's 7001 application that addresses the issues in the counties Mill Creek Drainage Basin (Stormwater Management Plan), the second initiative relates to transportation, separate and apart from anything other than the current federal programming that is being implemented for infrastructure across the country" to the agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

F. **Formal authority to continue Rankin County's process of implementing county initiatives with our current legislative team, which includes Brunini Law Firm and Waggoner Engineering. These initiatives include and/or are limited to the county's 7001 application that addresses the issues in the counties Mill Creek Drainage Basin (Stormwater Management Plan), the second initiative relates to transportation, separate and apart from anything other than the current federal programming that is being implemented for infrastructure across the country**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

G. **Motion to add "Consideration of a Memorandum of Understanding between Rankin County and the City of Florence to provide temporary assistance with a Building Inspector for a period no longer than six months" to the agenda**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

H. **Consideration of a Memorandum of Understanding between Rankin County and the City of Florence to provide temporary assistance with a Building Inspector for a period no longer than six months**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

Supervisor Bishop left the Board Meeting at 12:00 p.m.

XIII. **Motion to ADJOURN**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

This the 29th Day of April, 2021



**JARED MORRISON, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS**



LARRY SWALES, CLERK OF THE BOARD

A RESOLUTION BY THE BOARD OF SUPERVISORS FOR RANKIN COUNTY, MISSISSIPPI

Commending and Congratulating District Two Constable Brad Patridge For 25 Years of Loyal Service to the Citizens of Rankin County

WHEREAS the Rankin County Board of Supervisors has consistently recognized our county's law enforcement and court services personnel as being vital components of what makes Rankin County a desirable and safe place to live, work and raise a family; and,

WHEREAS the Rankin County Justice Court System, as well as its regiment of elected Constables, have been a consistent partner with the Rankin County Board of Supervisors in providing invaluable service to the efficient and effective operation of the Justice Court System, support for law enforcement activities generally, and serving and protecting the citizens of Constable District Two for decades; and,

WHEREAS in recognizing the importance of our elected Constables, the Rankin County Board of Supervisors also recognizes the valuable service of Constable Brad Patridge, who is retiring after 25 years of service to the Rankin County, first as a fire fighter with the Reservoir Fire Department and as an elected Constable for District 2; and,

WHEREAS over the course of Constable Patridge's loyal and dedicated service to Rankin County the citizens of his District and the community as a whole have benefitted greatly from his hard work, dedication and service. As a result of Constable Patridge's service, the citizens of Rankin County rightfully express their gratitude;

NOW, THEREFORE, BE IT RESOLVED that the Rankin County Board of Supervisors congratulates and commends Constable Brad Patridge on 25 years of dedicated service to the citizens of Rankin County. The Board extends to Brad and his family our deepest appreciation for his dedication and commitment to our community. We extend our best wishes on the occasion of Brad's retirement.

SO RESOLVED THIS 29th DAY OF April, 2021.

Jared K Morrison
Jared Morrison, District 1

Daniel Cross
Daniel Cross, District 2

Brad Calhoun
Brad Calhoun, District 3

Steve Gaines
Steve Gaines, District 4

Larry Swales
Larry Swales, Chancery Clerk

Jay Bishop
Jay Bishop, District 5

MONTGOMERY McGRAW, PLLC
ATTORNEYS-AT-LAW

151 WEST PEACE STREET
 POST OFFICE BOX 1039
 CANTON, MISSISSIPPI 39046

601-667-4746: TELEPHONE
 601-859-3622: FACSIMILE

jmartin@montgomerymcgraw.com

April 21, 2021

Via email at cslay@rankincounty.com

Craig L. Slay
 Board Attorney
 Rankin County Board of Supervisors
 211 E. Government St., Suite A
 Brandon, MS 39042

Re: Andrew Chapel Road Improvement Project – Rankin County / Evergreen Water Association

Dear Mr. Slay:

I am in receipt of your correspondence dated April 15, 2021 regarding the referenced road improvement project on Andrew Chapel Road. I appreciate your follow-up and efforts to resolve this matter. Please see my response in blue text on Evergreen's behalf below.

- 1. Rankin County will remit \$230,000 to Evergreen Water Association for the costs of relocation of water utility infrastructure in conflict with the county's road improvement project;**

Acceptable to Evergreen subject to modification to reflect the amount of the Sept. 29, 2020 Preliminary Opinion and Cost Estimate of Hugh Heflin, P.E. which was \$235,000.

- 2. All relocation activity required of Evergreen Water Association must be completed on or before August 15, 2021.**

Acceptable to Evergreen.

- 3. Evergreen Water Association, or its third party vendor, will initiate relocation activity and work starting on the North end of the conflict are and working to the South end.**

Attachment: Response letter for Evergreen Water Association from Montgomery McGraw, PLLC (16013 : Discussion Of, and Potential Action,

Acceptable to Evergreen. However, while the north tank can be relocated first, that line will need to be completed as one unit. No roadwork can be commenced until the water facilities in this section are out of the way.

4. The first installment of \$115,000 will be remitted by the County to EWA within 10 days following acceptance of the terms set forth in this message.

Acceptable to Evergreen.

5. The balance of the agreed upon remittance will be tendered to EWA, assuming EWA meets the August 15, 2021, deadline for completion, within ten days following August 15, 2021.

Acceptable to Evergreen.

6. **For each day past 8/15/21 that EWA or its vendor have failed to complete all relocation activity, the county will withhold \$500 from the balance owed EWA.**

Evergreen will agree to a penalty to be withheld for delayed completion, but would propose a figure in the range of \$50-\$100 / day.

In agreeing to the County's proposal, Evergreen is taking on likely risk of cost overruns. The cost estimate used as a basis for the relocation cost was a preliminary estimate based on market conditions at the time. The cost of PVC pipe has skyrocketed during the past three or four months, rising an estimated 280% with suppliers limiting quotes to 7-day periods.

Placing the \$500/day damage clause back on the Contractor would likely lead to even higher prices as Contractors tried to limit their exposure. Therefore, we propose a \$50-\$100 range figure to be withheld in the event of unanticipated delay.

Upon review, please advise if this is acceptable to the County. If there are any questions, please let me know.

Sincerely,

MONTGOMERY McGRAW, PLLC



John P. Martin

SETTLEMENT AGREEMENT

This settlement agreement is made and entered into by and between THE BOARD OF SUPERVISORS OF RANKIN COUNTY ACTING FOR AND ON BEHALF OF RANKIN COUNTY, MISSISSIPPI, hereinafter "**County**," and PRECISION MEDICAL, INC., AND SPINAL USA, INC. hereinafter and collectively, "**Company**."

A. County has assessed Company with Personal Property Taxes pursuant to Miss. Code Ann. Section 27-1-101, et seq. (1972), amended, for tax years 2018, 2019 and 2020.

B. For each tax year, Company disputed the amounts of said assessments and the manner of determining said assessments.

C. The Personal Property Tax Accounts that are the subject matter of this Settlement Agreement and that are resolved as a part of this Settlement Agreement are set forth on Exhibit "A" attached hereto and incorporated herein by reference.

D. County and Company entered into negotiations in an attempt to resolve their differences.

E. The County and the Company have successfully negotiated a compromise acceptable to both parties regarding the disputed personal property taxes owed by Company to County and they now want to enter into a final settlement of the claims for payment and other matters as described below. The details set forth on the attached Exhibit "A" constitute the agreed upon amounts of the obligations settled hereby

Therefore, in consideration of the mutual obligations set forth herein, the terms and conditions hereof, and other good and valuable consideration, the parties agree as follows:

1. Payment Due County. The parties hereby stipulate and agree that the total payment due County for unpaid Personal Property taxes owed by Company is \$950,491.12. Payment by Company and acceptance of payment by County of said negotiated amount is not deemed an admission of liability therefor nor a waiver of rights with respect thereto, but is merely a compromise and settlement to avoid litigation of disputed issues.

2. Payment Plan Option. Company and County have agreed that the Payment obligation set forth in Paragraph 1 above may be paid by Company in twenty-four (24) equal monthly installments of \$39,603.80, with the first payment being made on or before June 1, 2021, and continuing in like manner on the first of each month thereafter until fully paid. Each monthly payment shall be due by the first of each month and shall be paid by Company check delivered in accordance with the payment instructions set forth in Paragraph 4 below.

3. No Interest Accrues on Unpaid Balance. County and Company agree that, so long as Company makes timely monthly payments as agreed herein, no additional interest shall accrue on the unpaid balance as set forth herein.

4. Payment Instructions. Company shall make each monthly payment required hereunder payable to "Rankin County, Mississippi." Company shall deliver each monthly payment called for in Paragraph 2 hereof to the following contact and address:

MISSISSIPPI COURT COLLECTIONS
P.O. Box 2191
Brandon, MS 39043

5. Headings. The headings of the sections in this agreement have been inserted for ease of reference only and may not be used to construe, interpret, define, limit, or otherwise affect the scope or intent of the provisions of this agreement.

6. Counterparts. This agreement may be signed in multiple counterparts, each of which will be deemed an original, and all of which together will constitute only one agreement. The signatures of the parties need not appear on the same counterpart, and a signed copy of this agreement delivered by facsimile, scanned image, or other electronic version is as effective as the original.

7. Entire Agreement. This agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior negotiations, representations, agreements, or understandings, written or oral, with respect to this subject matter.

8. Governing Law. This Agreement and any revisions or counterparts thereto, if any, shall be governed by the laws of the State of Mississippi.

Agreed to and effective as of May 1, 2021.

RANKIN COUNTY, MISSISSIPPI

By: Jared K Morrison

Jared Morrison
President of the Rankin County
Board of Supervisors

PRECISION MEDICAL, INC.

By: R. Gabriel
Name: ROBERT GABRIEL
Title: CONTROLLER

Attest:

Larry Swales

Chancery Clerk of Rankin County
and ex officio clerk of the
Board of Supervisors

by: GHood



SPINAL USA, INC.

By: PSA
Title: CONTROLLER

SPINAL USA LLC/PRECISION MEDICAL OF MS LLC
BREAKDOWN OF TAXES (24 MONTH EQUAL PAYOUT)

ACCT #	YEAR	NAME	TAX AMOUNT	MON PEN	TAX W PEN	FEE	TOTAL DUE
12090	2018	SPINAL USA LLC	\$119,780.53	22.0%	\$26,351.72	\$146,132.25	\$194,794.29
12090	2019	SPINAL USA LLC	\$242,773.88	10.0%	\$24,277.39	\$267,051.27	\$355,979.34
12090	2020	SPINAL USA LLC	\$135,675.55	1.5%	\$2,035.13	\$137,710.68	\$183,568.34
10340	2020	SPINAL USA LLC	81223.25	1.5%	\$1,218.35	\$82,441.60	\$109,894.65
11815	2020	SPINAL USA LLC	\$539.47	1.5%	\$8.09	\$547.56	\$729.90
11816	2020	SPINAL USA LLC	\$393.77	1.5%	\$5.91	\$399.68	\$532.77
11817	2020	SPINAL USA LLC	\$598.44	1.5%	\$8.98	\$607.42	\$809.69
10351	2020	PRECISION MEDICAL OF MS, INC	\$17,164.41	1.5%	\$257.47	\$17,421.88	\$23,223.37
11427	2020	PRECISION MEDICAL OF MS, INC	\$8,309.12	1.5%	\$124.64	\$8,433.76	\$11,242.20
12091	2020	PRECISION MEDICAL OF MS, INC	\$11,672.77	1.5%	\$175.09	\$11,847.86	\$15,793.20
12873	2020	PRECISION MEDICAL OF MS, INC	\$1,257.23	1.5%	\$18.86	\$1,276.09	\$1,701.03
13323	2020	PRECISION MEDICAL OF MS, INC	\$2,532.58	1.5%	\$37.99	\$2,570.57	\$3,426.57
13658	2020	PRECISION MEDICAL OF MS, INC	\$36,065.00	1.5%	\$540.98	\$36,605.98	\$48,795.77
		TOTAL AMOUNT DUE	\$657,986.00		\$55,060.60	\$237,444.52	\$950,491.12
		MONTHLY PAYOFF FOR 24 MONTHS					\$39,603.80

EXHIBIT "A"

Attachment: Settlement Agreement between Rankin County and Precision Medical, Inc., and Spinal USA,