



Rankin County Board of Supervisors

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

Regular Board Meeting

~ Minutes ~

Larry Swales
Chancery Clerk

Monday, June 14, 2021

9:00 AM

Rankin Board Room

I. Call to Order

9:00 AM Meeting called to order on June 14, 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

Board Attorney Craig Slay

III. OLD BUSINESS

A. Minutes Approval:

1. June 3, 2021

2. June 7, 2021

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

IV. CONSENT AGENDA

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

1. APPROVAL OF THE FOLLOWING:

Financial

A. Approval of claims docket in the amount of \$6,376,227.92

Those items found in the claims docket, to include but not limited to, contractual services, regular and recurring operating expenses, engineering services, additional legal services, etc., are found to be reasonable and necessary for conducting the county's business.

B. Acknowledge receipt of Budget and Financial Reports for the month of June, 2021

C. Request to void 2020 Tax Sale(s) and refund any tax purchaser(s) for Parcel K10-116 (PPIN 42215) and also void the 2019 & 2020 tax

receipt; the aforementioned parcel is owned by Rankin County and should be coded tax exempt

Agreements and Leases

- D. Authorization for County Administrator to execute professional services agreement with Mainline Information Systems, Inc., for 24 total hours of flexible computer coding assistance at \$195 per hour. Authority to issue payment for services rendered upon presentation of invoice**
- E. Authority for the Sheriff's Department to enter into a yearly subscription to ZETX to be able access the services of TraX web-based software and authority to issue check in the amount of \$2,450.00**
- F. Approval of Other Lease Contract of Sixteenth Section Trust Lands between Rankin County Board of Education (Lessor), Rankin County School District and Rico O'Banner (Lessee)**
- G. Request approval of Contractual Agreement between Rankin County and JMWOOD Auction Company, Inc., to sell two Kenworth Dump Trucks on June 15 - June 18, 2021, in Montgomery, Alabama**

Other

- H. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at Pelahatchie High School to trim the vegetative growth along a ditch bank pursuant to Miss. Code Ann. §19-3-42(4)**
- I. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at McLaurin High School for the road department to haul top dressing material to specified athletic fields at McLaurin High School. The road department is being asked to retrieve the material from the supplier and deliver to the specified field or fields pursuant to Miss. Code Ann. §19-3-42(4)**
- J. Authorization for Road Department to conduct work requested in writing from the Rankin County School District for county assistance to repair pot holes in the parking lot at the following schools: District One - Steen's Creek Elementary, Florence Elementary, Florence Middle, Florence High School, Richland Elementary, Richland Upper Elementary, Richland High School; District Two - Flowood Elementary, Highland Bluff Elementary, Northwest Elementary, Northshore Elementary, Northwest Middle, Northwest High School; District Three - Rouse Elementary, Stonebridge Elementary, Brandon Elementary, Brandon Middle, Brandon High School, McLaurin Elementary, McLaurin High School, Puckett Elementary and Puckett High School and the Learning Center; District Four - Oakdale Elementary, Pelahatchie Elementary, Pelahatchie High School, Pisgah Elementary, Pisgah High School and the permitted pursuant to Miss. Code Ann. §19-3-42(4)**

2. AUTHORITY TO ISSUE CHECKS:

Dues and Training Conferences

- A. Authority to pay the registration fee in the amount of \$595.00 for Judge Broome to attend the National Council of Juvenile and Family Court Judges (NCJFCJ) 84TH Annual Conference in St. Louis, Missouri**

on July 17 - 21, 2021 and pay lodging in the amount of \$988.00 and pay any travel related expenses

- B. **Authority to pay the Registration fees, lodging, materials and supplies in the amount of \$1,499.00 for Troy Dukes to attend the D.A.R.E. Officer Training Course on August 16-26, 2021, in Montgomery, Alabama and pay any travel related expenses**
3. *AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:*

A. **Approval to remove items from the County Inventory and transfer items between departments**

B. **Approval to remove 1-Glock 19 9MM Semi Auto Pistol Serial #BGVX018, Inventory Asset #13016, from the Sheriff’s Department Inventory and sell the retiree’s weapon to retiring Officer Marcia Stingley, retiring June 30, 2021 in compliance of MS Code Ann. §45-9-131**

C. **Approval to remove 1-Glock 17 9MM Semi Auto Pistol Serial #BGTV691, Inventory Asset #12998, from the Sheriff’s Department Inventory and sell the retiree’s weapon to retiring Officer Bishop, retiring June 30, 2021 in compliance of MS Code Ann. §45-9-131**
4. *AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:*

A. **Authority to approve the following Personnel Recommendations: Sheriff’s Department: Tracy A. Dotson (New Hire, Certified ADC/Detention Officer II, replacing John Ingram) at Step 283; Christopher Lawson (New Hire, Certified ADC/Detention Officer II, replacing Hunter Tew) at Step 303; Felecia D. Mitchell (New Hire, Certified ADC/Detention Officer II, replacing Keely Ainsworth) at Step 265**
5. *RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES*

A. **Record Various Documents to be Made a Permanent Part of the Minutes**

1. a Vardoc Minutes June 7, 2021 (Proof) (PDF)

2. b Vardoc Minutes June 3, 2021 (Proof) (PDF)

V. CAROLINE GILBERT, TAX COLLECTOR

- A. **As a result of death of the property owner prior to the issuance of chargeback, I am requesting approval for reversal of supplemental chargeback on the following property: (PPIN 67278) Parcel G07H000004 02870**

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop
- B. **Authority to pay registration in the amount of \$30.00 each for Christel Harvey, Jamie Ferrell, Maurine Payne, Melissa Sheppard, Carla Carter, Cristy Hemphill, Kim Mosley, and Dena Sheppard to participate in 2021 Mandatory Continuing Education component of the MS Tax Collector Education Certification Program during the month of June (virtually)**

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

VI. JOHN SULLIVAN, TAX ASSESSOR

A. Petitions for change of assessment on 2020 Real and Personal Property Assessment Roll

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

B. Request approval to void 2019 Tax Sale(s) and refund any tax purchaser(s) due to an erroneous assessment for Parcel Number(s): D7Q I 10 (PPIN 5034); the aforementioned parcel was titled in the name of the West Rankin Utility Authority for the 2018 tax year and should have been coded tax exempt.

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

C. Request approval to void 2019 and 2020 Tax Sale(s) and refund any tax purchaser(s) because of an erroneous assessment on Parcel Number(s): G4 33 41 (PPIN 82233) due to the aforementioned parcel being created in error

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

VII. MIKE HARRISON, ROAD MANAGER

A. Request for approval of Telepak Networks Inc. dba CSpire Utility Permit (Verizon Business-Kroger-CSpire)) to construct Fiber Optic Service along or across Pelahatchie Shores installed between 0+00 and 3+29 (District 2)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

VIII. CRAIG SLAY, BOARD ATTORNEY

SET PUBLIC HEARINGS:

A. Set Public Hearing for July 1, 2021, at 9:00 a.m. for Jimmy Allen Nuisance Property, 1064 Leesburg Road (District 4)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- B. Set Public Hearing for July 1, 2021, at 9:00 a.m. for Lonnie & Yvonne Bianchi Nuisance Property, Corner Langford Cove & Langford Farms Drive (District 4)**

RESULT:	NO ACTION
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- C. Set Public Hearing for July 1, 2021, at 9:00 a.m. for Bruce & Vanessa Hollingsworth Nuisance Property, 1550 Monterey Road (District 3)**

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

- D. Set Public Hearing for July 1, 2021, at 9:00 a.m. for Ronny & India Jones Nuisance Property, 137 Rankin Cove (District 4)**

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

- E. Set Public Hearing for July 6, 2021, at 9:00 a.m. for Jon Hayman Conditional Use Permit, 574 Mt. Helm Road (District 4)**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

PUBLIC HEARINGS:

- F. Public Hearing for Mason Rogers Conditional Use Permit, 248 Mt. Helm Road (District 2)**
- 1. Action on Mason Rogers - Approved with the following proposed conditions:**
- a. Applicant must provide verification of the hardship condition**
 - b. The existing wooded buffer along Hwy 25, along the border of the property, must remain in place**
 - c. The mobile home can remain on the property until the hardship no longer exists, once the hardship no longer exists then the applicant must transition to a compliant permanent structure**
 - d. Applicant must provide approval from the State Health Department**

Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

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

- G. Public Hearing for Martin Blough Conditional Use Permit, 382 Barker Road (District 4)**
- 1. Action on Martin Blough**

Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

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

H. Continuation of Public Hearing for Kizek Properties, LLC., 130 Baker Lane (District 4)

1. Action on Kizek Properties, LLC - Approved with the following proposed conditions:
- a. No outside storage for the two buildings that front on Baker Lane
 - b. Applicant must install an eight foot privacy fence along the east line of the property
 - c. The area that serves as a buffer on the south line of the property is to be maintained with the existing trees that are currently in that area
 - d. Applicant must provide a survey and legal description for the buffer area
 - e. Upon receipt of the legal description and survey, Craig Slay, Board Attorney, will prepare restrictive covenants that will be executed by the property owner and on behalf of the county, stating that the buffer area cannot be developed
 - f. No excessive illumination that will have an adverse effect on the surrounding properties
 - g. Contingent upon receipt of a drainage plan, which will be reviewed by the County Engineer, to establish that there is no adverse drainage impacts as required under the county's property code

Board Attorney, Craig Slay, opened the public hearing. Mark Baker, representative for Mr. Carraway and Mr. Looser, adjacent property owners, spoke regarding the requested permit. Radim Kizek, applicant, also spoke, providing detailed plans for the storage building. Edward Gardner, resident at 133 Fox Run, spoke in opposition of the permit and also submitted a letter to become a permanent part of the minutes. Hearing no further comment, Mr. Slay closed the public hearing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Daniel Cross, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

OTHER

I. Acknowledgment of vacancy in Rankin County District 2 Constable Office. Authorization of Rankin County Election Commission and/or Rankin County Circuit Clerk to do all things necessary to schedule, publicize notice of, and conduct special election, if necessary, to fill unexpired term of office at the next regular special Election Day pursuant to Miss. Code Ann. Section 23-15-839. Authorization of County Administrator to provide notice hereof to Rankin County Election Commission and Rankin County Circuit Clerk

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

IX. PUBLIC COMMENTS AND RECOGNITION

Carl Franco, JH&H – Update on CMRLS Roofing Project

X. KEITH HICKS, COUNTY ADMINISTRATOR

- A. Authority to pay county’s share of adjusted 2020 PERS due on Constable Robert Hancock in the amount of \$7,978.69

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

- B. Authority to obtain quotes for lease purchase financing of two Kenworth Dump Trucks with a guaranteed one-year buyback for \$143,400.00

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

- C. Ratification of payment on four (4) Kenworth dump trucks (Asset #'s 13550,13551,13552 & 13553) that have been declared surplus to be sold at auction, and ratification of authority for checks issued on June 10, 2021, in the amounts of \$433,070.24 and \$144,356.76 to Trustmark Bank

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

XI. ADDITIONAL BUSINESS TO BE DISCUSSED

- A. Request approval of Other Lease Contract of the Sixteenth Section Lands between Rankin County Board of Education, Rankin County School District (Lessor) and Ric O'Banner (Lessee) and approval of Quitclaim Deed of the Sixteenth Section Lands between Beretta Properties, LLC., and Rankin County School District

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

XII. EXECUTIVE SESSION

None

XIII. Motion to Recess Until July 1, 2021 at 9:00 a.m.

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Daniel Cross, Vice President

SECONDER:

Steve Gaines, Supervisor District 4

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

This the 14th Day of June, 2021





JARED MORRISON, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS



LARRY SWALES, CLERK OF THE BOARD

BOSMB GLMCLM17 06/11/2021 08:51 Rankin Co.Current Year Account
Docket of Claims
Claims paid from 05/16/2021 thru 06/15/2021

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SUMMARY OF ALL FUNDS

FUND 1 Claims	2132 to 2338 Checks	207 Total	1,095,492.83 Manual	Held	Total	1,095,492.83
FUND 12 Claims	42 to 49 Checks	8 Total	398,084.70 Manual	Held	Total	398,084.70
FUND 97 Claims	146 to 161 Checks	16 Total	51,678.31 Manual	Held	Total	51,678.31
FUND 105 Claims	57 to 62 Checks	6 Total	914,621.11 Manual	Held	Total	914,621.11
FUND 106 Claims	108 to 117 Checks	10 Total	17,677.24 Manual	Held	Total	17,677.24
FUND 114 Claims	47 to 49 Checks	3 Total	2,652.32 Manual	Held	Total	2,652.32
FUND 150 Claims	539 to 608 Checks	70 Total	785,385.97 Manual	Held	Total	785,385.97
FUND 160 Claims	101 to 113 Checks	13 Total	228,079.09 Manual	Held	Total	228,079.09
FUND 208 Claims	14 to 14 Checks	1 Total	641,350.00 Manual	Held	Total	641,350.00
FUND 319 Claims	44 to 46 Checks	3 Total	319,215.63 Manual	Held	Total	319,215.63
FUND 650 Claims	34 to 37 Checks	4 Total	125,404.75 Manual	Held	Total	125,404.75
FUND 654 Claims	9 to 9 Checks	1 Total	51,766.36 Manual	Held	Total	51,766.36
FUND 657 Claims	7 to 7 Checks	1 Total	11,345.44 Manual	Held	Total	11,345.44
FUND 658 Claims	7 to 7 Checks	1 Total	171.53 Manual	Held	Total	171.53
FUND 659 Claims	7 to 7 Checks	1 Total	252.95 Manual	Held	Total	252.95
FUND 660 Claims	7 to 7 Checks	1 Total	552.58 Manual	Held	Total	552.58
FUND 661 Claims	7 to 7 Checks	1 Total	202.80 Manual	Held	Total	202.80
FUND 662 Claims	7 to 7 Checks	1 Total	160.54 Manual	Held	Total	160.54
FUND 663 Claims	7 to 7 Checks	1 Total	1,081.19 Manual	Held	Total	1,081.19
FUND 664 Claims	7 to 7 Checks	1 Total	577.91 Manual	Held	Total	577.91
FUND 665 Claims	7 to 7 Checks	1 Total	163.86 Manual	Held	Total	163.86
FUND 666 Claims	9 to 9 Checks	1 Total	22,333.37 Manual	Held	Total	22,333.37
FUND 667 Claims	9 to 9 Checks	1 Total	11,650.58 Manual	Held	Total	11,650.58
FUND 668 Claims	20 to 22 Checks	3 Total	25,200.00 Manual	Held	Total	25,200.00
FUND 669 Claims	9 to 9 Checks	1 Total	3,900.00 Manual	Held	Total	3,900.00
FUND 675 Claims	25 to 25 Checks	1 Total	222,145.54 Manual	Held	Total	222,145.54
FUND 676 Claims	2 to 2 Checks	1 Total	218.50 Manual	Held	Total	218.50
FUND 681 Claims	364 to 398 Checks	35 Total	1,247,568.63 Manual	Held	Total	1,247,568.63
FUND 690 Claims	9 to 9 Checks	1 Total	63,616.73 Manual	Held	Total	63,616.73

Attachment: Claims Docket 5-16-21 thru 6-15-21 (RFA-2021-122 : Approval of Claims Docket in the

Attachment: Claims Docket 5-16-21 thru 6-15-21 (RFA-2021-122 : Approval of Claims Docket in the Amount of \$6,376,227.92)

FUND 691 Claims	9 to 9	Checks	1 Total	25,381.64 Manual	Held	Total	25,381.64
FUND 692 Claims	9 to 9	Checks	1 Total	27,128.45 Manual	Held	Total	27,128.45
FUND 693 Claims	9 to 9	Checks	1 Total	81,167.37 Manual	Held	Total	81,167.37
Total For all Funds		Checks	398 Total	6,376,227.92 Manual	Held	Total	6,376,227.92

Rankin County Board of Supervisors - FlexAssist

Proposal Number: MIS-80657-1

Date: 6/8/2021

Prepared for:

Scott Cole
Director of Information Technology
Rankin County Board of Supervisors
220 N. Timber Street
Brandon, MS 39042
(601) 824-2587
scole@rankincounty.org

Prepared by:

Kirk Baker
Account Executive
Mainline Information Systems, Inc.
(662) 315-9393
kirk.baker@mainline.com

CONFIDENTIAL

PLEASE NOTE: This Proposal contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, Inc. using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.



Flex Assist for AS/400 (MIS-80657-1-1)

<u>Product Code</u>	<u>Product Name</u>	<u>Hours</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
MPSWOFLEXASSIST	Flex Assist is for when you need hourly help to remediate an issue or just be there 'in-case' - Travel and Living billed as actual, more info at http://mainline.com/about/mainline-service-work-orders/	24	\$195.00	\$4,680.00
Grand Total				\$4,680.00

Proposal Acceptance and Signature Page

Proposal for
Rankin County Board of Supervisors

6/8/2021

Proposal Number: MIS-80657-1

PO # _____

Client's signature below indicates acceptance of this offer subject to the Mainline Terms and Conditions of Sale, available at mainline.com/about/terms-conditions-sale, which is incorporated herein by this reference and made a part hereof, except as otherwise agreed to by the parties. Execution of this proposal authorizes Mainline to place on order, ship, and invoice any equipment, third party products and/or services identified in this proposal. Orders are non-cancellable unless otherwise stated in this proposal. Client is responsible for shipping costs; Mainline retains risk of loss and title to equipment until delivery. When applicable, Mainline will state shipping costs in this proposal, as well as on Client invoice. Expedited shipping requests will result in Client incurring additional shipping fees.

Price is valid for 30 days and subject to applicable taxes. Payment terms are net 30 days. The pricing set forth in the proposal is based upon the applicable manufacturer's current pricing matrix and the application of all charges and/or credits. Mainline will advise Client in writing prior to shipment of any changes in pricing by the manufacturer that would affect this proposal.

For hardware maintenance renewals, the inventory presented in this proposal is based on Client's current maintenance contract and information provided by Client. Client is responsible for ensuring that the inventory presented is all inclusive of the current installed environment and that applicable software is updated to current supported levels. Only the inventory presented will be covered for hardware maintenance and/or services as stated in the proposal.

SKU Services descriptions are available at mainline.com/about/mainline-service-work-orders.

Please return an executed copy of this entire Proposal, including the Proposal Acceptance and Signature Page, via email to customer.care@mainline.com. Thank you for your confidence in Mainline Information Systems.



Rankin County Board of Supervisors Representative's
 Authorized Signature/Title

6/14/21
 Date

Keith Hicks

Rankin County Board of Supervisors Representative's
 Print Name/Title

 Mainline Information Systems Representative's
 Authorized Signature/Title

 Date



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 10, 2021

**Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042**

RE: ZETX

Dear Board Members:

Please place on the Board minutes to approve the Sheriff's Office to enter into a yearly subscription to ZETX to be able to access the services of TraX web-based software. This software is in plotting out a cell phone after it has been downloading. This software will be in an investigations showing the movement of a cell phone. This service is cloud based. This will be a yearly subscription for this software. If approved I'm requesting a check in the amount of \$2,450.00 made payable to ZetX, Inc. and mailed to 1900 W Chandler Blvd Ste 15-226 Chandler, Az 85224.

Thank you,

**Ken McBroom
Undersheriff**

**INVOICE**

PLEASE REMIT TO:

ZetX, Inc
1900 W Chandler Blvd Ste 15-226
Chandler, AZ 85224

ZETX CONTACT

Kari Montano
PHONE (480) 378-6823 | FAX (480) 452-0186
Kari.Montano@zetx.com
www.zetx.com

Bill to:

Chris Brogdon
Rankin County Sheriff's Office
221 N. Timber St
Brandon, MS 39042

INVOICE NUMBER	INVOICE DATE	SUBSCRIPTION DATES	PO NUMBER	PAYMENT DUE BY
MS21.0610000	6/9/2021	06/15/2021-06/14/2022		NET 30

AGREEMENT:

In exchange for ZetX's agreement to permit the Rankin County Sheriff's Office access to the Services of TraX web-based software, the Rankin County Sheriff's Office shall pay ZetX for a service period of one year. All pricing terms are confidential and shall not be disclosed to any third party.

TRAX ANALYTICAL SUITE:**PRICE:**

- Ongoing daily/weekly updates
- Unlimited Use & Authorized Users of the TraX Suite to include TraX, LinX, and LIVE
- Authorized User means employees directly employed with the requesting agency listed above as sworn law enforcement officers, crime analysts or dispatchers, unless agreed upon otherwise by ZetX
- One Complimentary Pen Register using VIPER
- CJIS Compliant, Cloud Based platform: (as defined by the US Department of Justice CJISD-ITS-DOC-081040-5.6, which can be found at - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>)
- Customized Warrants
- Ongoing 24 hour support
- CDR investigative assistance (does not include full case review and consulting)
- Tower dump assistance
- Custom agency search warrants prepared per provider
- TraX mapping analytics expert testimony (does not include travel and per diem)
- All files belong to the agency upon upload into TraX
- Court Presentation Assistance
- Access to bulk phone number look up
- Third party geo-location mapping(Pen Link, JSI, Cellebrite, Covertrack, and more)
- Complimentary weekly and monthly TraX webinars
- Expert testimony: With TraX purchase, ZetX will provide expert testimony for the TraX system at a flat rate of \$1,500.00 per day in court, in addition to travel fees, which is billed to the prosecutor's office or defense attorney. Custodian of records from the phone companies will require at least a 90 days' notice before appearing. ZetX also requires 90 days of notice before appearing for trial. In special circumstances, we will do our best to accommodate a request with less than 90 days notice. ZetX provides basic training and Subject Matter Expert Certifications to detectives and analysts, thereby providing agencies with their own cellular investigators and in-house subject matter experts.
- ZetX offers two types of testimony:
 - 1-Foundational TraX Testimony (Simply ensuring the records get admitted)
Foundational testimony includes explanation of cellular networks, radio frequency principles, cellular provider records, call mapping, geolocation theory, hearings and responses to scientific standard challenges (Daubert, Frye, Rule 702, Shreck, etc.) and the explanation and application of the TraX mapping program. We are committed to getting your records admitted and supporting the investigators who will testify to call detail record case relevance.
 - 2-Investigative Case Work and Testimony (Managing the cellular investigation for plea or trial presentation) Quote provided upon case review plus daily testimony and travel expenses. Investigative Case Work and Testimony means an agency requires a ZetX Subject Matter Expert for complete case review to include, but not limited to, call detail record investigation, mapping, intelligence analysis, evidence corroboration, creating animations and videos, drive testing, report writing and expert testimony beyond the scope of a peer review or laying the foundation for TraX.
If drive testing is required, an hourly rate of \$150 per hour and travel expenses will be applied to billing.
Billing for Investigative Case Work will occur regardless of pleas taken, and or when the case goes to trial. Expert testimony and fees for Non- ZetX customers will be determined upon complete case review and analysis.

\$2450.00

Invoice Total:

\$2450.00

Thank you for your business.



Corporate Office: 3475 Ashley Road, Montgomery, AL 36108
 South Carolina Office: 115 Belvedere Circle, West Columbia, SC 29172
 Phone: 334.264.3265; Fax 334.269.6990

June 11, 2021

Mr. Mike Harrison
 Rankin County Board of Supervisors
 165 Metropolitan Lane
 Brandon, MS 39092
 Phone : 601-813-5231
 Email : mharrison@rankincounty.org
khicks@rankincounty.org

Re: Proposed Auction June 15 – 18, 2021

We want to thank you for allowing J.M. Wood Auction Company, Inc. the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.

- ❖ **Auction Location and Date:** The proposed auction will be June 15 – 18, 2021 at our one-hundred-acre permanent auction facility in Montgomery, Alabama.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries, and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions of buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award-winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. J.M. Wood Auction has been recognized by both Facebook and Constant Contact as one of their annual top performing marketing companies.

- ❖ **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre-auction services such as detailed inspection reports, photography, video, clean-up, and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M. Wood Auction will coordinate an on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.
- ❖ **Auction Day:** With over 40 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- ❖ **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception, we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate coordination as well as dismantle and containerize equipment headed to the port.
- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within 10 banking days after the date of auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.
- ❖ **Liens and Encumbrances:** Auctioneer acts as Sellers's agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgage's liens and encumbrances. Seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event, such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.

Proposal Options:

- ❖ **Option: (Financial Guarantee)**
 - J.M. Wood Auction gives Rankin County Board of Supervisors a GROSS financial guarantee of \$315,000.00 for the equipment listed on the attached Exhibit "A" as per

the specifications and conditions listed on the (Exhibit "A"). A commission rate of 7% Absolute will be charged to gross sales.

J.M. WOOD AUCTION COMPANY, INC. will provide, as a service to Rankin County Board of Supervisors, a detailed report on any repairs deemed necessary to make the equipment bring the maximum dollar. J.M Wood Auction Co., Inc. will furnish a mandatory on-site detailed clean-up service. This clean-up service will be deducted from your net proceeds.

We would like to thank you for allowing J.M. Wood Auction Company, Inc. to present this proposal to you and we look forward to conducting your auction.

"We Turn Equipment into Cash."

Jared K Morrison
Rankin County Board of Supervisors

6-14-21
Date

Curt Brown, Territory Manager
J.M. Wood Auction Co., Inc.

Date

John D. Gray, Vice President
J.M. Wood Auction Co., Inc.
Alabama Auctioneer's License # 1791

Date

THIS DOCUMENT IS CONFIDENTIAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.



Exhibit A
 Mr. Mike Harrison
 Rankin County Mississippi
 165 Metropolitan Lane
 Brandon, MS 39042
 E mail: mharrison@rankincounty.org
 Phone: 601-813-5231
 Auction: June 15 - 18, 2021 in Montgomery, Alabama


[PHOTOS](#)

		CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRE
RANKIN		DUMP TRUCKS	2021	KENWORTH	T880	1NKZL40X5MJ451006	T/A, 500 HP Cummins diesel engine, Allison A/T, 46k rears, 20k front, 16' hard Ox body, high lift gate, 11R24.5 rear tires, 425/65R22.5 front tires, aluminum disc wheels, County Owned	15,411	Subject to trade term conditions.	*Clean-up
RANKIN		DUMP TRUCKS	2020	KENWORTH	T880	1NKZL40X4LJ427942	T/A, 500 HP Cummins diesel engine, Allison A/T, 46k rears, 20k front, 16' hard Ox body, high lift gate, 11R24.5 rear tires, 425/65R22.5 front tires, aluminum disc wheels, County Owned	16,837	Subject to trade term conditions.	*Clean-up

Total Gross	
Guarantee:	\$ 315,000.00
Commission Rate:	7%
Sale Date:	6/1/2021

Customer Initial

JKM

JMW Initial

Attachment: Contractual Agreement with JMWOOD Auction Company, Inc. (2 Kenworth Dump Trucks)



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

Pelahatchie High School – would like to request the county to use their equipment to bushhog ditch with the flex arm bush hog.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education

Attachment: Routine Road Work Requested for Pelahatchie High School (RFA-2021-129 : Authorization for the Road Department to Conduct



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

McLaurin High School – would like to request the county to haul sand for the purpose of top dressing our playing fields.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Steen's Creek Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Florence Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Florence Middle: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Florence High: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Richland Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Richland Upper Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Richland High: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Flowood Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Highland Bluff: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Northwest Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

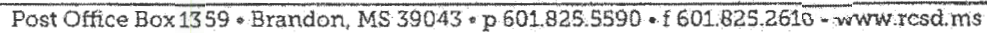
1. Northshore Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Northwest High: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Stonebridge Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



Post Office Box 1339 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

June 8, 2021
~~July 9, 2020~~

Rankin County Board Supervisors
 211 E. Government Street, Ste. A
 Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Brandon Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
 Assistant Superintendent

Dr. Sue Townsend
 Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Brandon Middle: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

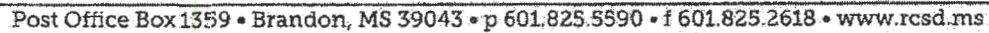
1. Brandon High: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



Packet Pg. 39



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Puckett High: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Rouse Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. McLaurin Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

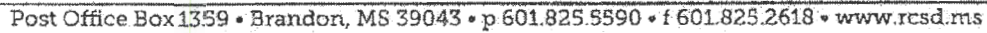
1. McLaurin High: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



Packet Pg. 44



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Pelahatchie Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Pelahatchie High: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Pisgah Elementary: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

1. Pisgah High: Request the repair of potholes in the school parking lots.

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Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education



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June 8, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs:

1. Learning Center: Request the repair of potholes in the school parking lots.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education

STATE OF MISSISSIPPI



Rankin County Juvenile Justice Center

100 COURT COVE • PELAHATCHIE, MISSISSIPPI 39145-4084
601-824-2545 • FAX 601-591-4788

June 9, 2021

Rankin County Board of Supervisors
Attn: Ms. Janice Dendy
211 E. Government St., Suite A
Brandon, MS 39042

RE: Approval for Travel to the NCJFCJ 84th Annual Conference

Dear Friends:

I am requesting approval for travel to attend the National Council of Juvenile and Family Court Judges (NCJFCJ) 84th Annual Conference in St. Louis, Missouri from July 17-21, 2021. Currently I serve this year as the national Co-Chair of the Child Welfare Juvenile Law Advisory Committee and I have served two prior terms on the Board of the Council as well as the Secretary. This organization has been instrumental in helping to develop programs and policies that directly benefit all children and families, but specifically have been a large part of the success of our Youth Court here in Rankin County in securing grants and programs.

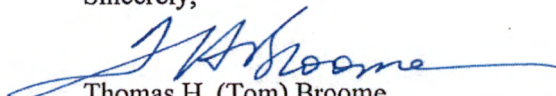
If any funding for this trip can be obtained from other sources, specifically the Court Improvement Program of the Administrative Office of Court at the MS Supreme Court, I will certainly alert the Board to minimize the cost to the County. At this time, the most critical piece of the funding is the initial early bird registration cost of \$595.

The costs for the trip are approximately as follows:

- 1) Early Bird Registration Check in the amount of \$595 to be mailed to NCJFCJ Registrar at Post Office Box 8970, Reno, NV 89507.
 - 2) Hotel Costs at St. Louis Marriott Grand (4 nights @ \$247/night=\$988)
 - 3) Per Diem Costs (5 days @ \$56/day=\$280)
 - 4) Mileage (1,020 miles roundtrip @ \$0.56/mile=\$571.12)
- Total Approximate Cost = \$2,434.12

Please see the attached agenda for the meeting, and I would respectfully ask for approval to attend from those fund budgeted for the Youth Court. Should you have any questions, please do not hesitate to contact me. Thank you for your consideration of this request.

Sincerely,


Thomas H. (Tom) Broome
Rankin County Court Judge



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 10, 2021

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Class

Dear Board Members:

We are asking for board approval to send Troy Dukes to attend D.A.R.E. Officer Training Course. The class dates are August 16-26, 2021, at Montgomery, Al. The cost of the course is \$1,499.00 and includes all Lodging, Lunches, Materials and Supplies. Only other cost will be Dinner and Fuel which will be paid by the department credit card. If approved I'm requesting a check to be issued in the amount of \$1,499.00 made payable to MS DARE Training Center and mailed to PO Box 3863 Tupelo, Ms. 38803.

Thank you.

Ken McBroom
Undersheriff

TO: RANKIN COUNTY BOARD OF SUPERVISORS & CLERK OF THE BOARD

FROM: KIM GRIFFITH, INVENTORY CONTROL CLERK

RE: INVENTORY CHANGES

DATE: June 14, 2021

Please remove the following items:

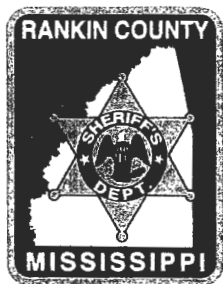
From Dept. 200-Sheriff

Asset	Description	Serial#	Reason
12166	Glock 19	BGVX018	Sold to Retiring Officer
12148	Glock 17	BGTV691	Marcia Stingley Sold to Retiring Officer
3614	Projector	98103661	Harold Bishop Broken
6310	2002 Club Carry All	XG0209-123399	Broken
11443	Lexmark Printer	40637C6601962	Broken

Please transfer the following items:

From Dept. 152- IT to 168- District Attorney

Asset	Description	Serial #
10722	Dell Optiplex	3Q01KB2



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 10, 2021

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Inventory

Dear Board Members:

Please place on the agenda to delete from the Sheriff's Department inventory the following weapon.

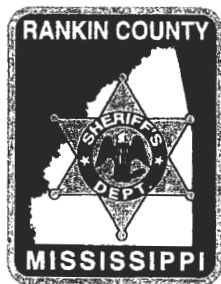
1- Glock 19 9MM Semi Auto Pistol Serial # BGVX018, Inventory # 13016

Then place on agenda to sell the same weapon for \$10.00 to Marcia D. Stingley, who is a law enforcement officer with the Rankin County Sheriff's Dept. Officer Stingley will be retiring from this Department June 30, 2021. This being done in compliance of Ms. Code Ann. 45-9-131 - Firearm purchase by retiring municipal or county law enforcement officer.

Thank you,

Ken McBroom
UnderSheriff

Attachment - \$10.00 Cash



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 10, 2021

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Inventory

Dear Board Members:

Please place on the agenda to delete from the Sheriff's Department inventory the following weapon.

1- Glock 17 9MM Semi Auto Pistol Serial # BGTV691, Inventory # 12998

Then place on agenda to sell the same weapon for \$10.00 to Harold M. Bishop, who is a law enforcement officer with the Rankin County Sheriff's Dept. Officer Bishop will be retiring from this Department June 30, 2021. This being done in compliance of Ms. Code Ann. 45-9-131 - Firearm purchase by retiring municipal or county law enforcement officer.

Thank you,

Ken McBroom
UnderSheriff

Attachment - \$10.00 Cash

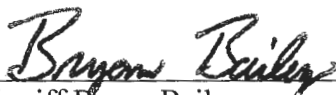
Rankin County

Personnel Recommendation

I, Sheriff Bryan Bailey, do hereby recommend the within named,

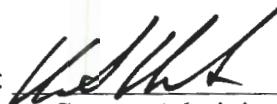
Tracy A. Dotson be considered for the position of/promotion to **ADC / Detention Officer II**

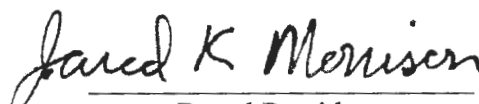
at pay step **283** effective on the **14** day of **June, 2021**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed:


County Administrator


Board President

Additional Comments:

Dotson is a new hire and is a certified Detention Officer and will be replacing John Ingram.

	Present	Recommended
Step	0	283
Hourly Rate	\$0	\$
Bi-Weekly Rate	\$0	\$
Annual Salary	\$0	\$

Attachment: Personnel Recommendations for Sheriff's Department (RFA-2021-137 : Personnel Recommendations)

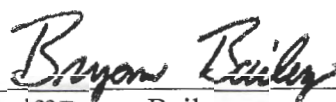
Rankin County

Personnel Recommendation

I, Sheriff Bryan Bailey, do hereby recommend the within named,

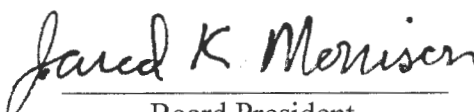
Christopher Lawson be considered for the position of/promotion to **ADC / Detention Officer II**

at pay step **303** effective on the **7th** day of **June, 2021**.


Sheriff Bryan Bailey

Approved ☒ _____
Disapproved ☐ _____

Signed: 
County Administrator


Board President

Additional Comments:

Lawson is a new hire and is a certified Detention Officer and will be replacing Hunter Tew.

	Present	Recommended
Step	0	303
Hourly Rate	\$0	\$
Bi-Weekly Rate	\$0	\$
Annual Salary	\$0	\$

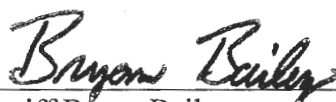
Rankin County

Personnel Recommendation

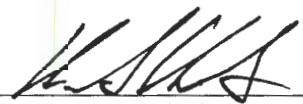
I, Sheriff Bryan Bailey, do hereby recommend the within named,

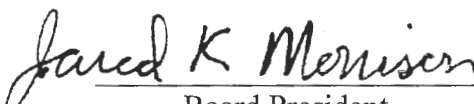
Felecia D. Mitchell be considered for the position of/promotion to **ADC / Detention Officer II**

at pay step **265** effective on the **21** day of **June, 2021**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed: 
County Administrator


Board President

Additional Comments:

Mitchell is a new hire and is a cretified Detention Officer and will be replacing Keely Ainsworth.

	Present	Recommended
Step	0	265
Hourly Rate	\$0	\$
Bi-Weekly Rate	\$0	\$
Annual Salary	\$0	\$

Attachment: Personnel Recommendations for Sheriff's Department (RFA-2021-137 : Personnel Recommendations)

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 23RD DAY OF JUNE, 2021, personally came Marcus Bowers, publisher of the Rankin County News

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
JUNE 7, 2021

I. Call to Order
9:00 AM Meeting called to order on June 7, 2021 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees:
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
Board Attorney Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION
A. Honorable John K. "Bubba" Bramlett, District Attorney, 20th Circuit Court District - Special Law Enforcement Recognition for Sheriff Bryan Bailey (Top Cop 2021)
B. Brandon Cobb, VDIC - Mosquito Update
C. Carl Franco - JH&H Architects - absent

IV. OLD BUSINESS
A. Minutes Approval:
1. May 14, 2021
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

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

1. APPROVAL OF THE FOLLOWING:
Financial
A. Approval of budget amendment for Tax Assessor to transfer between line items (No Increase)
B. Approval of Budget Amendment for the Sheriff to transfer between line items (No Increase)
C. Approval of Budget Amendment for Youth Court to transfer between line items (No Increase)
D. Approval of Budget Amendment for an increase in the amount of \$46,333.00 in the Road Fund for purchase of Single Axle Dump Truck
E. Approval of Budget Amendment for the Road Fund to transfer between line items (No Increase)
F. Approval of Budget Amendment for an increase in the amount of \$12,500.00 in the Bridge Fund for purchase of Single Axle Dump Truck

a weekly newspaper printed and published in the City of Brandon, In County of Rankin and State aforesaid, before me the undersigned office and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

MINUTES

JUNE 7, 2021

a copy of which is hereto attached, was published in said newspaper (1) week, as follows, to-wit:

Vol 173 No. 50 on the 23rd day of June, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 23rd day of June, 2021

Frances Conger
FRANCES CONGER

Notary Public
My Commission Expires: January 25, 2022

PRINTER'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

3,355 words at .12 each	\$402.60
Proof of Publication	NC
TOTAL	\$402.60



G. Approval of Budget Amendment for an increase in the Bridge Fund in the amount of \$57,508 for the Amanda Drive box culvert replacement project approved by the Board on 11/16/20

H. Authority to issue check in the amount of \$1,000 to Capitol Truck for the deductible amount on Auto Claim for Asset #9483 for the Road Department

Leases and Agreements

I. Approval of Quitclaim Deed of Leasehold Interest in Sixteenth Section Trust Lands is hereby acknowledged, Gayle Grant, does hereby sell, convey, bargain and quitclaim to the Trustees for the Rankin County School District and Their Successors in Office

J. Approval of Quitclaim Deed of Leasehold Interest in Sixteenth Section Trust Lands is hereby acknowledged, The Rankin County YMCA, does hereby sell, convey, bargain and quitclaim to the Trustees for the Rankin County School District and Their Successors in Office

K. Approval of Residential Lease Contract of Sixteenth Section Trust Lands between Rankin County Board of Education (Lessor), Rankin County School District and Gayle Grant (Lessee)

Other

L. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at McLaurin Elementary School to dig out a ditch located at the car rider entrance to improve drainage pursuant to Miss. Code Ann. 19-3-42(4)

M. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at McLaurin High School with grading, spreading and packing aggregate for a new teacher parking lot located behind the school pursuant to Miss. Code Ann. 19-3-42(4)

N. Acknowledgement of the Rankin County School District (RCSD) Bus Turn Around(s) to repair/construct the school bus driveways and turnarounds (see attached list)

O. Authorization for the Road Department to conduct work requested in writing from the Pearl Public School District for county assistance with repaving the asphalt in the school bus line road behind Northside Elementary pursuant to Miss. Code Ann. 19-3-42(4)

2. AUTHORITY TO ISSUE CHECKS: Dues and Training Conferences

A. Authority to pay 2021 Membership dues for Paul Bowen and Katie Mitchell to the National Council of Juvenile and Family Court Judges in the amount of \$145.00 each and authority to issue check

B. Authority to pay 2021 Membership dues for Katie Mitchell and Paul Bowen to the National Association of Drug Court Professionals in the amount of 60.00 and authority to issue check

C. Authority to pay 2021 Membership Dues for Mike Word and Melissa Bryant to the Mississippi 9-1-1 Coordinators Association, Inc. in the amount of \$50.00 each

D. Authority to pay for ROCIC Membership Service Fees for the period of July 2021 through June 2022 in the amount of \$300.00 for the Sheriff's Department

E. Authority to pay travel, meals and lodging for four (4) Sheriff's Department Employees to attend the Lemur Drone training at the Brinc Facility on July 20-22, 2021 in Las Vegas, Nevada and pay any travel related expenses (Training was included in purchase of Drone)

Other

F. Authority to reimburse Katrina Phillips for travel related expenses when she filled in for Judge Broome at his request at the Hope Initiative training hosted by Mississippi Supreme Court that was held in Oxford, Pearl and Gulfport in the amount of \$255.25 and authority to issue check

G. Authority to reimburse the Chancery Clerk's office for postage paid to Diversified Companies, LLC, (DivcoData) for certified mail out and signature for the 2018 delinquent tax notices in the amount of \$11,056.25 and authority to issue check

H. Authority to issue check in the amount of \$1,000 to Barnett's Body shop for the deductible amount on Auto Claim # C00287394 for the Sheriff's Department

I. Authority to issue check in the amount of \$155.00 for refund of

Rankin County taxes on patent numbers 92104, 92106, 92017, & 92108, to Justin and Travis Murphy per request from the Secretary of State

J. Authority to issue check to Ray, LLC for Railroad Required Professional Services on the Greenfield Road Bridge Replacement Project

3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:

A. Authority to remove equipment from the county inventory

4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

A. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

Sheriff's Department: Hunter G. Cook (Transferring to Patrol from School Officer, no change in pay) at Step 304; Enrique Huerta (Promotion to Certified Communications Officer II) at Step 265; Justin H. Lewis (Transferring to Patrol from Court Services, no change in pay) at Step 301; Robert C. Nash (Transferring from JDC to ADC, no change in pay) at Step 246; William H. Pickle, Jr. (Transferring to Patrol from School Officer, no change in pay) at 299; Thaddeus J. Picou (Promotion to Patrol Corporal, replacing Shack) at Step 324; Anthony D. Shack (Transferring Community Police/K-9 Interdiction, replacing Chris Picou, no change in pay) at Step 329; Harry W. Spencer (Transferring to School Officer from Patrol, replacing William Pickle, no increase in pay) at Step 311; David Watson (Transferring to Court Services, from Patrol, replacing Justin Lewis, no change in pay) at Step 361; Emily S. Watts (Promotion to Certified Communications Officer II) at Step 265; Tax Collector: Carla Carter (Salary Increase) at Step 330; Diane Hoesy (New Hire, Deputy Clerk/ Receptionist) at Step 265; Michelle Ingram (Salary Increase) at Step 252; Chancery Court Order: Leigh Ann Deweese (Appointment to Official Court Reporter effective May 15, 2021, salary of \$58,500.)

5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES

A. Record Various Documents to be Made a Permanent Part of the Minutes

1. a Vardoc Claims Docket April 16 - May 15, 2021 (Proof) (PDF)

2. b Vardoc FY2021 Bridge Posting (SAP-1P-13) (PDF)

3. c Vardoc Minutes April 15, 2021 (Proof) (PDF)

4. d Vardoc Minutes April 29, 2021 (Proof) (PDF)

5. e Vardoc Minutes May 3, 2021 (Proof) (PDF)

6. f Vardoc Notice of Zoning Hearing Bill Mosby (Proof) (PDF)

7. g Vardoc Notice of Zoning Hearing Highway 468 (Proof) (PDF)

8. h Vardoc Notice of Zoning Hearing Martin Blough (Proof) (PDF)

9. i Vardoc Notice of Zoning Hearing Mason Rogers (Proof) (PDF)

10. j Vardoc Notice of Zoning Hearing Van Allen (Proof) (PDF)

11. k Vardoc Office of State Aid Road Construction Project No. SAP-61(18) M (PDF)

12. l Vardoc Public Participation Process and Plan and Local Consultation Process (PDF)

13. m Vardoc Vardoc Service Officer Monthly Activity Report for May 2021 (PDF)

VI. CAROLINE GILBERT, TAX COLLECTOR

A. Request of approval for reversal of supplemental chargebacks on the following properties as a result of the properties being sold: PFIN: 63355-01, PFIN 55148-01, PFIN 28442-01, PFIN 52092-01, PFIN 23286-01, PFIN 26480-01, PFIN 51973-01, PFIN 10433-01, PFIN 73282-01, and PFIN 68962-01

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Request to issue refund on the 2020 tax statement in the amount of \$962.25 for parcel P9E-31-210, due to the property being sold prior to the issuance of the Homestead Chargeback. (Chargeback liability follows the owner not the property)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

VII. JOHN SULLIVAN, TAX ASSESSOR

A. Petitions for change of assessment on 2020 Real Property Assessments

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

VIII. MIKE HARRISON, ROAD MANAGER

A. Road Work Accomplished for May 2021 and Road Work Scheduled for June 2021

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Request for approval of Utility Permit for AT&T to construct fiber optic cable utility along or across Stall Road to be installed between Highway 25 and Stump Ridge Road (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Osprey Cove - Approval of Prelim Plat (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice Pre

SECONDER: Steve Gaines, Super District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Piggah Place - Approval of Prelim Plat (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice Pre

SECONDER: Steve Gaines, Super District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

X. CRAIG SLAY, BOARD ATTORNEY SET PUBLIC HEARINGS:

A. Set Public Hearing for June 14, 2021 9:00 a.m. for Mason Rogers Conditional Use Permit, 248 Mt. Helm Road (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Steve Gaines, Super District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Set Public Hearing for June 14, 2021 9:00 a.m. for Martin Blough Conditional Use Permit, 328 Barker Road (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Steve Gaines, Super District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Set Public Hearing for July 15, 2021 9:00 a.m. for Kuldeep Singh Conditional Use Permit, 1123 Old Fannin Road, District 2

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Public Hearing for Rankin County Rezoning, Highway 468 (District 3)

1. Action on Rankin County Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. closed the public hearing.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

F. Continuation of Public Hearing for Ja & Marsha Beasley Dimensional Variance 151 Woodlands Glen Circle (District 2)

JUNE 7, 2021

PROOF OF PUBLICATI

1. Action on James & Marsha Beasley Board Attorney, Craig Slay, opened the public hearing (continued from prior date), regarding the application for dimensional variance submitted by James and Marsha Beasley, 151 Woodlands Glen Circle, Brandon (39047). The application was amended, one tenus, to include as part of the request both a variance of 4 feet for the minimum setback requirement for accessory structures set forth in the Reservoir Community District Overlay and the maximum height restriction for accessory structures set forth therein.

The following spoke in their opinion:

Johanny Mardis, 211 Woodlands Green Drive, Vice President of the Castlewood's Homeowners Association
Sandra Bialock, 200 Pinnacle Overlook, Board Secretary of the Castlewood's Homeowners Association

The applicant, James Beasley, also addressed the Board regarding the dimensional variance request.

After having heard testimony from both the applicant and representatives of the Community of Castlewoods Owners Association, and upon receiving documentary submissions from both the applicants and the HOA, the Board closed the public hearing. Upon Motion of Supervisor Gaines, Seconded by Supervisor Calhoun, the Board voted 4-1 to grant the application for dimensional variance as to both requests (minimum setback and maximum height).

"Documentation submitted to become a permanent part of the minutes
RESULT: ADOPTED [4 TO 1]
MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop

NAYS: Daniel Cross

G. Public Hearing for Bill Mosby Rezoning Request, Highway 43 S (District 3)

1. Action on Bill Mosby Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

OTHER

H. Acknowledgment of receipt of written request from Artisan Pyrotechnics, Inc., to conduct fireworks display in unincorporated Rankin County on June 26, 2021, at 9:00 p.m. Acknowledgment of receipt of all things required by Rankin County Fireworks Ordinance from Artisan Pyrotechnics, Inc., including documentation reflecting plan and insurance coverage. Authorization of Artisan Pyrotechnics, Inc., to conduct fireworks display. Authorization of County Fire Coordinator to communicate board authorization to Artisan Pyrotechnics, Inc.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

I. Approval of form to be used to consider requests to establish private family cemetery pursuant to Miss. Code Ann. Section 41-43-1(2). Setting of filing fee payable to Rankin County Chancery Clerk for recordation of completed application form and related documentation required therein pursuant to Miss. Code Ann. Section 25-7-9 (1972), as amended, which is currently \$26.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XI. KEITH HICKS, COUNTY ADMINISTRATOR

A. Approval to accept DEQ Grant (Waste Tire Collection Program for Small Quantity Generators of Waste Tires) in the amount of \$100,000.00 and authority for President to execute documents

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Authority to obtain quotes for lease purchase financing of the Etnyre Chip Spreader with guaranteed 48 month buyback of \$85,000 per bid awarded on December 15, 2020

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XII. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Motion to add "Acknowledgment of list of items to be destroyed and/or shredded per Mississippi Department of Archives; State of Mississippi Local Government Records Retention Schedule" to the agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Acknowledgment of list of items to be destroyed and/or shredded per Mississippi Department of Archives; State of Mississippi Local Government Records Retention Schedule

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Motion to add "Authority to surplus four dump trucks, turning over two immediately, and holding the other two until their replacements come in (30-40 days) and authority to execute contract with J. M. Wood Auction Company, Inc." to the agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Authority to surplus four dump trucks, turning over two immediately, and holding the other two until their replacements come in (30-40 days) and authority to execute contract with J. M. Wood Auction Company, Inc.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XIII. EXECUTIVE SESSION

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

Supervisor Bishop left the board meeting at 11:00 a.m.

C. Motion to come out of Executive Session

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4

SECONDER: Daniel Cross, Vice President

AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison

ABSENT: Jay Bishop

D. Outcome of Executive Session

No action taken

XIV. ADDED ITEMS

A. Motion to add "Authority to update the Storm Water Management Plan" to the agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President

SECONDER: Steve Gaines, Supervisor District 4

AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison

ABSENT: Jay Bishop

B. Authority to update the Storm Water Management Plan to reflect additional language that is consistent with the American Rescue Plan Act

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison

ABSENT: Jay Bishop

C. Motion to add "Acknowledgment that the county has made two formal requests to legislative delegation for existing federal projects for authorization and appropriations related to both a transportation project of significance to Rankin County and a continuation of a request for authorization and appropriations related to a storm water management project as it relates to Mill Creek Subdivision (both are existing projects). Authorization to approve support of requests with a trip to Washington, DC, on June 21, 2021 to June 23, 2021 for two board members and legal counsel and pay any travel related expenses." to the agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Daniel Cross, Vice President

AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison

ABSENT: Jay Bishop

D. Acknowledgment that the county I made two formal requests to legislative delegation for existing federal projects authorization and appropriations related to both a transportation project significance to Rankin County and a continuation of a request for authorization and appropriations related to a storm water management project as it relates to Mill Creek Subdivision (both are existing projects). Authorization to approve support requests with a trip to Washington, DC, June 21, 2021 to June 23, 2021 for two board members and legal counsel and pay a travel related expenses

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Daniel Cross, Vice President

AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison

ABSENT: Jay Bishop

XV. Motion to Recess Until June 14, 2021 at 9:00 a.m.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison

ABSENT: Jay Bishop

This the 7th Day of June, 2021
JARED MORRISON, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

LARRY SWALES, CLERK OF THE BOARD

(SEAL)

JUNE 23, 2021

#771

Attachment: Vardoc Minutes June 7, 2021 (Proof) (16223 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 23RD DAY OF JUNE, 2021, personally came Marcus Bowers, publisher of the Rankin County News

a weekly newspaper printed and published in the City of Brandon, In County of Rankin and State aforesaid, before me the undersigned office and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

MINUTES

JUNE 3, 2021

a copy of which is hereto attached, was published in said newspaper (1) week, as follows, to-wit:

Vol 173 No. 50 on the 23rd day of June, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 23rd day of June, 2021

Frances Conger, Notary Public
FRANCES CONGER

My Commission Expires: January 25, 2022

PRINTER'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

648 words at .12 each..... \$77.76

NC

\$77.76



RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
JUNE 3, 2021
I. CALL TO ORDER PLANNING COMMISSION MEETING
II. INVOCATION
Board Attorney Craig Slay
III. RENEE LAWRENCE, DIRECTOR, COMMUNITY DEVELOPMENT
IV. ADJOURN PLANNING COMMISSION MEETING
V. CALL TO ORDER MEETING OF THE RANKIN COUNTY BOARD OF SUPERVISORS
9:00 AM Meeting called to order on June 3, 2021 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees:
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 Hicke, County Administrator, Present
Larry Swales, Chancery Clerk, Present
VI. EXECUTIVE SESSION
A. Motion to discuss the need to go into Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
B. Motion to go into Executive Session to discuss potential litigation
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
C. Motion to come out of Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
D. Outcome of Executive Session
No action taken
VII. CRAIG SLAY, BOARD ATTORNEY
A. Discussion of American Rescue Plan Funds and United States Treasury Regulations on Expenditures
B. Acknowledgment of receipt of written notification from Rankin County Prosecutor, John Shirley, that Special County Prosecutor, Boty McDonald, who was previously appointed by the Board of Supervisors to serve in the role of County Prosecutor to prosecute a criminal case on behalf of the State of Mississippi against Jimmy Giles on the charge of Disturbing the Peace. Giles was convicted and sentenced to pay a fine. Giles has appealed the conviction to Rankin County Court.

Attachment: Vardoc Minutes June 3, 2021 (Proof) (16223 : Various Documents)

JUNE 3, 2021

PROOF OF PUBLICAT

Acknowledgment that the original appointment of Boty McDonald as Special Prosecutor remains valid and that Mr. McDonald is authorized to prosecute the appeal of this conviction on behalf of the State of Mississippi and Rankin County on the same terms and conditions as reflected in the original appointment. Authority to issue payment to Mr. McDonald upon submission of appropriate invoices for services rendered

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Approval of request from Northwest Rankin Baseball Booster Club, Inc. for the FY 2021 Recreational Funds (District 2) in the amount of \$4,974.00 as authorized by HB761 Regular Session; these funds will be used for the purchase of computer equipment and cameras to better showcase our players and programs and authority to issue check

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

VIII. KEITH HICKS, COUNTY ADMINISTRATOR

A. Acknowledge receipt and acceptance of \$15,079,786 of American Rescue Plan Act funds

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Authority to advertise Request for Proposal for Rural Solid Waste Collection

and Solid Waste Disposal Services with proposal deadline of Thursday, July 29, 2021, at 8:30 a.m.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Review of Agendas for June 7, 2021

IX. ADDITIONAL BUSINESS, TO BE DISCUSSED

A. Discussion regarding development of new property and the installation of the water infrastructure

B. Discussion on Millcreek Subdivision - contractor is in the process of completing punch list

X. Motion to Adjourn

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

This the 3rd Day of June, 2021

JARED MORRISON, PRESIDENT

RANKIN COUNTY BOARD OF SUPERVISORS

LARRY SWALES, CLERK OF THE BOARD

(SEAL)
June 23, 2021
#770

Attachment: Vardoc Minutes June 3, 2021 (Proof) (16223 : Various Documents)



211 East Government Street
Suite B
Brandon, Mississippi 39042

CAROLINE GILBERT, CPA
Rankin County Tax Collector

Office (601) 825-1467
Jackson (601) 355-0527
Fax (601) 824-7111

June 9, 2021

Board of Supervisors
211 East Government Street
Suite A
Brandon, MS 39042

Re: Reversal of supplemental chargeback PPIN 67278

Dear Sirs,

As a result of death of the property owner prior to the issuance of chargeback, I am requesting approval for reversal of supplemental chargeback on the following property: PPIN 67278 Parcel G07H000004 02870.

If you have any questions or need additional information, please do not hesitate to ask.

Sincerely,

A handwritten signature in blue ink that reads "Caroline Gilbert".

Caroline Gilbert, CPA

Attachment: Approval of Reversal of Supplemental Chargeback (RFA-2021-138 : As a Result of Death of the Property Owner Prior to the

LRMLRCIQ DELTA LANDROLL RECEIPT AND COLLECTION INQUIRY LRWLRCI4/M5
Name HANCOCK GINA J Parcel G07H000004 02870
PPIN 67278 Yr 2020 1 2019-ESCAPE New Parcel
Brief LOT 287 LIVE OAKS PLACE PHASE 1 MCO NATIONSTAR MTG LLC D 36 05 02
Legal PART 4C

Original Amount Due 300.00

Balance Due (before Penalty) 300.00 Total Amount Paid 0.00
(Penalty accrues at the legal rate on outstanding balance after Feb. 1st)

F3-NEXT PARCEL F4-DETAIL F5-PAID BY INFO F6-PAYMENTS F7-PRINT F24-EXIT
F3 for next record, Page-Up for previous

Attachment: Approval of Reversal of Supplemental Chargeback (RFA-2021-138 : As a Result of Death of the Property Owner Prior to the



211 East Government Street
Suite B
Brandon, Mississippi 39042

CAROLINE GILBERT, CPA
Rankin County Tax Collector

Office (601) 825-1467
Jackson (601) 355-0527
Fax (601) 824-7111

June 9, 2021

Board of Supervisors
211 East Government Street
Suite A
Brandon, MS 39042

Re: MS Tax Collector Education & Certification Program Continuing Education

Dear Sirs,

I would like to request authorization for the following staff to attend the 2021 Continuing Education component of the MS Tax Collector Education Certification Program during the month of June (virtually): Christel Harvey, Jamie Ferrell, Maurine Payne, Melissa Sheppard, Carla Carter, Cristy Hemphill, Kim Mosely, and Dena Sheppard. The registration fee will be \$30 per person for a total cost of \$240. This continuing education is mandatory for these staff to maintain their certification levels.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Caroline Gilbert".

Caroline Gilbert, CPA

**PETITION FOR REDUCTION OF ASSESSMENT ON REAL
PROPERTY ASSESSMENT ROLL**

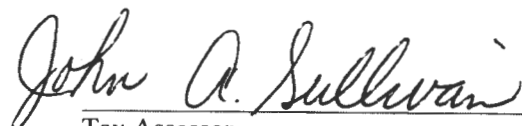
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or reduced as shown on the listing; the said property being assessed on the 2020 Real Property Assessment Roll of said county.

Witness my signature this the 14th day of June, 2021.


Tax Assessor

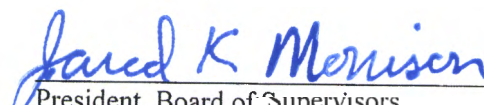
ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or reduced as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total reduction of the assessments on said roll in the amount of 33,559 is hereby approved for the year 2020.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th of June, 2021.


President, Board of Supervisors

PETITION FOR DECREASE OF ASSESSMENT

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

COUNTY: RANKIN
REAL PROPERTY 2020 ROLL

			TAX		DATE OF	REASON FOR
OWNER	VALUE	DECREASE	DISTRICT	PARCEL NO.	APPROVAL	CHANGE
GREEN PAULA	22,937	7,646	211	H13 46 2150	6/14/2021	5
KEYES TYRONE	27,060	9,020	100	H10 108 60	6/14/2021	5
ROQUE JEREMIAS	20,936	6,799	100	G7H 3 2360	6/14/2021	5
WILMOTH JOHN THOMAS & BRITTNI	30,301	10,094	551	F8L 4 450	6/14/2021	5
TOTAL(S)	101,234	33,559				

Reasons for change of assessment as per Title 27-35-143, Miss Code of 1972:
(1) Duplicate Assessment, (2) Clerical Error, (3) Calculation Error, (4) Erroneous Assessment, (5) Class One

PETITION FOR REDUCTION OF ASSESSMENT ON PERSONAL
PROPERTY ASSESSMENT ROLL

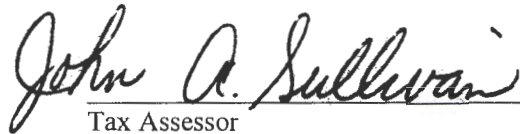
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or reduced as shown on the listing; the said property being assessed on the 2019 Personal Property Assessment Roll of said county.

Witness my signature this the 14th day of June 2021.


Tax Assessor

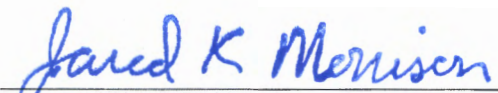
ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or reduced as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total reduction of the assessments on said roll in the amount of 900. is hereby approved for the year 2019.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th day of June 2021.


President, Board of Supervisors

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

COUNTY: RANKIN
PERSONAL PROPERTY 2019 ROLL

Meeting:6/14/2021

[illegible]

Reasons for change of assessment as per Title 27-35-143, Miss Code of 1972:
(1) Duplicate Assessment, (2) Clerical Error, (3) Calculation Error, (4) Erroneous Assessment

**PETITION FOR REDUCTION OF ASSESSMENT ON PERSONAL
PROPERTY ASSESSMENT ROLL**

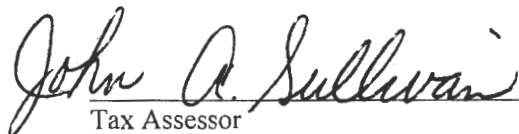
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or reduced as shown on the listing; the said property being assessed on the 2020 Personal Property Assessment Roll of said county.

Witness my signature this the 14th day of June 2021.


Tax Assessor

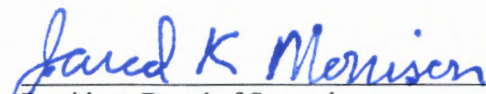
ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or reduced as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total reduction of the assessments on said roll in the amount of 12,816 is hereby approved for the year 2020.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th day of June 2021.


President, Board of Supervisors

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

Meeting:6/14/2021

[illegible]

Reasons for change of assessment as per Title 27-35-143, Miss Code of 1972:
(1) Duplicate Assessment, (2) Clerical Error, (3) Calculation Error, (4) Erroneous Assessment

PETITION FOR INCREASE OF ASSESSMENT ON PERSONAL
PROPERTY ASSESSMENT ROLL

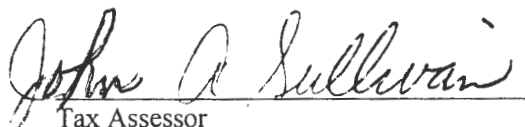
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or increased as shown on the listing; the said property being assessed on the 2020 Personal Property Assessment Roll of said county.

Witness my signature this the 14th day of June 2021.


Tax Assessor

ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or increased as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total increase of the assessments on said roll in the amount of 146,045 is hereby approved for the year 2020.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th day of June 2021.


President, Board of Supervisors

PETITION FOR INCREASE OF ASSESSMENT

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

COUNTY: RANKIN
PERSONAL PROPERTY 2020 ROLL

Meeting: 6/14/2021

OWNER	PARCEL NO.	TAX DIST.	VALUE	ROLL TOTAL	AMOUNT OF CHANGE		REASON(S) CHANGE
AMERICAN TIRE DISTRIBUTORS	908512	010	68,999	-	68,999	6/14/2021	4
PRO VIEW FOODS LLC	14713	116	8,223	-	8,223	6/14/2021	4
JOHNSON CONTROLS SECURITY SOL	6797	116	57,218	-	57,218	6/14/2021	4
O'NEAL STEEL INC	90274	333	10,782	-	10,782	6/14/2021	4
NISSAN NORTH AMERICA INC	913356	333	823	-	823	6/14/2021	4
					-		
TOTAL					146,045		

Reasons for change of assessment as per Title 27-35-143, Miss Code of 1972:
(1) Duplicate Assessment, (2) Clerical Error, (3) Calculation Error, (4) Erroneous Assessment



John A. Sullivan

TAX ASSESSOR
RANKIN COUNTY

211 EAST GOVERNMENT STREET
Suite C
BRANDON, MISSISSIPPI 39042

(601) 825-1470
(601) 355-0527
Fax (601) 824-2457

June 14, 2021

Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

Re: Parcel Number(s): D7Q 1 10 (PPIN 5034)

Hand Delivered

Gentlemen:

The aforementioned parcel was titled in the name of the West Rankin Utility Authority for the 2018 tax year and should have been coded tax exempt. Because of the erroneous assessment, I respectfully request that the following described tax sale(s) be voided, any tax sale purchaser(s) refunded:

2019 Tax Sale

Assessed to: West Rankin Utility Authority
Sold to: Woodmark Investments LLC.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "John A. Sullivan".
John A. Sullivan

Attachment: Tax Assessor Void 2019 Tax Sale D7Q 1 10 (PPIN 5034) (RFA-2021-141 : Request Approval to Void 2019 Tax Sale(S) and Refund



John A. Sullivan

TAX ASSESSOR
RANKIN COUNTY

211 EAST GOVERNMENT STREET
Suite C
BRANDON, MISSISSIPPI 39042

(601) 825-1470
(601) 355-0527
Fax (601) 824-2457

June 14, 2021

Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

Re: Parcel Number(s): G4 33 41 (PPIN 82233)

Hand Delivered

Gentlemen:

The aforementioned parcel was created in error for the 2018 & 2019 tax years. Because of the erroneous assessment, I respectfully request that the 2019 & 2020 tax sales be voided and that the tax sale purchaser(s) be refunded.

2019 Tax Sale

Assessed to: Wyniki Latrice Kitchens
Sold to: Longland Investments Inc.

2020 Tax Sale

Assessed to: Wyniki Latrice Kitchens
Sold to: Raphael Wash

Thank you for your consideration of this matter.

Sincerely,

John A. Sullivan
John A. Sullivan

Attachment: Tax Assessor Void 2019 and 2020 Tax Sale G4 33 41 (PPIN 82233) (RFA-2021-142 : Request Approval to Void 2019 and 2020 Tax

Exchange: _____
 Engineer: _____
 Tel. No.: _____

Serial No.: _____

**PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR
 ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS _____ COUNTY ROAD**

PROJECT NO. 63415 RANKIN COUNTY

UTILITY NAME Telepak Networks Inc. dba CSpire

BY Belinda Bodie

ADDRESS 1018 Highland Colony Pkwy, HEREIN CALLED APPLICANT proposes to construct a
Fiber Utility Facility along or across Pelahatchie Shores County Road(s), said
 facility to be installed between 0+00 and 3+29

List all County Roads involved (also to be listed on the Rankin County 48 Hour Project Form):

Pelahatchie Shores Dr

_____ in Rankin County, Mississippi, and hereby makes application
 to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will
 not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the "Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities then required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocation of the facilities within a period of sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

Rankin County intends the following:

1. Cooperate with the Utility Company to avoid unnecessary conflicts in locating, constructing, and maintaining County Roads and Utilities.
2. Use legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
3. If the County Engineer or other authorized representative of the Board of Supervisors approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the sketches, and plans are not approved, he shall promptly notify the applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in the compliance with the location and standards shown in the Policy in this Agreement for the installation.
4. Should any term or provision of the Application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

By submitting this Application, the Applicant **CERTIFIES** to Rankin County as follows:

1. Applicant has researched Mississippi 811 records and certifies that all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application are shown on this permit application, complete with type and owner of existing utility, and;
2. The owners of all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application have been provided with a copy of this permit application for informational purposes only, and;
3. That the proposed utility covered by this permit application will be installed at a minimum horizontal distance of eighteen inches (18") from any other existing utility OR, If eighteen inch (18") horizontal clearance is not maintained, Applicant agrees to waive any rights to compensation for repair of the proposed utility covered by this permit application for any non-negligent damage to the utility covered by this permit application caused by the operation and maintenance activities of any utility operator of an existing utility shown on this permit application that lies closer than eighteen inches (18") horizontally to the utility covered under this permit application; AND,

4. That Applicant waives any and all right to compensation from Rankin County for removal of, relocating of, or future damage caused by Rankin County to, any utility placed as a result of this Application.
5. Applicant will abide by each provision and term as reflected on the **Exhibit "A"** attached hereto and incorporated herein by reference.

WITNESS the signature of the Applicant this the 26 day of May, 2021.

Annette G. Rayburn
 5-26-21
 Notary



Belinda Bodie

NAME

Permit Manager

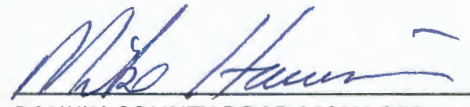
TITLE

RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied in order for this Permit to remain valid:

1. Applicant and/or Contractor performing services must display a minimum 20 inch by 20 inch sign indicating the name of the applicant and the name of the contractor performing services (if applicable) at an obvious and visible location in close proximity to the location where utilities are being installed/relocated.
2. A copy of the approved utility permit application and a copy of this Permit must be placed in all vehicles utilized by Applicant and/or Contractor.
3. All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30) days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.
4. Any Utility that crosses a county road must be incased.
5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf" version of as built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 14th day of June, 2021. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.


RANKIN COUNTY ROAD MANAGER

Name of Applicant: Telepak Networks Inc. dba CSpire
 Location of Project: Pelahatchie Shores Dr. 3+29 (Verizon Business - Kroger - CSpire)
 Type of Utility: Fiber

“EXHIBIT A”

Utility Contractor Requirements & Responsibilities:

- 1) Fill out a utility permit form entirely and include the following:
 - a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
 - b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
 - c) Verification of utility easements for subdivision is the contractor's responsibility.
 - d) Submit entire utility permit package to Janice Dendy at adid@rankincounty.org

- 2) Once approved by the Board of Supervisors the Contactor will be notified via email from Janice Dendy.
 - a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
 - b) 48 hour notice form is required to [utpermit](mailto:utpermit@rankincounty.org) email address before the start date of work.
 - c) The point of contact must be knowledge of the permit and able to effectively communicate with the inspector.

- 3) Boring/Excavating Operations:
 - a) Operational days are only Monday through Friday.
 - b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
 - c) Cable placement must be marked.
 - d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
 - e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
 - f) One Boring Rig is allowed six pits within a 48-hour time frame.
 - g) Boring holes will only be at a depth of 5 feet
 - h) When not actively working open holes wrap with orange safety construction fencing.
 - i) All task(s) should be completed by 5 pm during weekdays. All pits must be closed over the weekend and Holidays.
 - j) Holes will be filled with compactable dirt or select material.
 - k) Anything impeding the roadway will be filled with crushed aggregate.



- 4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
 - a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

5) Suspension of Permit:

- a) If damage occurs at worksite the permit will be suspended for 2 business days.
- b) The second occurrence of damage at the worksite will result in a 5 business day suspension.
- c) The third occurrence of damage at the worksite will result in termination of the utility permit, complete operational shutdown and equipment removal. The contractor will have to meet with the county Board a Supervisor for approval of future operations within the county.

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR MASON ROGERS,
248 MT. HELM ROAD, BRANDON, MS 39047**

WHEREAS, Mason Rogers did file a petition for a conditional use permit to place a manufactured home at 248 Mt. Helm Rd, Brandon, MS 39047; and

WHEREAS, all notice requirements of the Zoning Ordinance of Rankin County were accomplished and a public hearing was held on June 14, 2021, as required; and,

WHEREAS, The Planning Commission upon conclusion of the scheduled meeting on June 3, 2021 adopted a motion authorizing the Planning Staff to publish notice of public hearing for the request to place a manufactured home at 248 Mt. Helm Rd, Brandon, MS 39047

WHEREAS, the Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance; and

WHEREAS, the Board of Supervisors are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Board of Supervisors of Rankin County, Mississippi that the request to place a manufactured home at 248 Mt. Helm Rd, Brandon, MS 39047, is hereby granted and such action is taken pursuant to the findings of fact set out as follows:

- 1. The Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.**
- 2. The recommendation of the Planning Commission is advisory in nature.**
- 3. The Board of Supervisors used their common knowledge and familiarity with the subject property and the surrounding neighborhood in determining its findings contained in this order.**
- 4. This action will promote the general welfare of Rankin County and will not adversely affect adjacent property. Future projects within the designated area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the County to continue to monitor the area.**
- 5. The granting of this action does not relieve this request from compliance with any applicable law, court order, covenants or contracts.**
- 6. The conditional use is approved with the following conditions:**
 - The applicant is to provide verification of hardship.**
 - Existing wooded buffer along Highway 25 must remain in place.**

- Manufactured home is allowed to remain until hardship goes away. At that time applicant must transition from a manufactured home to a compliant structure.
- Provide MSDH approval for sewer system.

7. The manufactured home will be skirted.

The foregoing Resolution, having been reduced to writing, Supervisor Cross moved that said Resolution be adopted. Supervisor Gaines seconded the motion. The vote was as follows:

Supervisor Morrison voted:	AYE
Supervisor Cross voted:	AYE
Supervisor Calhoun voted:	AYE
Supervisor Gaines voted:	AYE
Supervisor Bishop voted:	AYE

Whereupon the President of the Board declared the motion carried and the resolution approved and adopted.

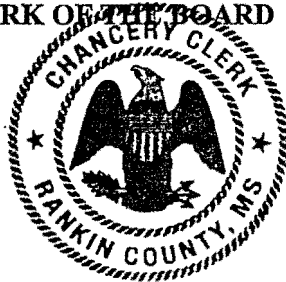
The foregoing resolution was approved this 14th day of June, 2021.

Jared K Morrison
 JARED MORRISON, PRESIDENT
 RANKIN COUNTY BOARD OF SUPERVISORS

ATTEST:

Larry Swales
 LARRY SWALES, CLERK OF THE BOARD

by: [Signature]



**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR MARTIN
BLOUGH, 382 BARKER RD, MORTON, MS 39117**

WHEREAS, Martin Blough did file a petition for a conditional use permit to operate a business that will process used cooking oil for resale to the animal food industry at 382 Barker Rd, Morton, MS 39117; and

WHEREAS, all notice requirements of the Zoning Ordinance of Rankin County were accomplished and a public hearing was held on June 14, 2021, as required; and,

WHEREAS, The Planning Commission upon conclusion of the scheduled meeting on June 3, 2021 adopted a motion authorizing the Planning Staff to publish notice of public hearing for the request to operate a business that will process used cooking oil for resale to the animal food industry at 382 Barker Rd, Morton, MS 39117

WHEREAS, the Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance; and

WHEREAS, the Board of Supervisors are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Board of Supervisors of Rankin County, Mississippi that the request to operate a business that will process used cooking oil for resale to the animal food industry at 382 Barker Rd, Morton, MS 39117, is hereby granted and such action is taken pursuant to the findings of fact set out as follows:

- 1. The Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.**
- 2. The recommendation of the Planning Commission is advisory in nature.**
- 3. The Board of Supervisors used their common knowledge and familiarity with the subject property and the surrounding neighborhood in determining its findings contained in this order.**
- 4. This action will promote the general welfare of Rankin County and will not adversely affect adjacent property. Future projects within the designated area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the County to continue to monitor the area.**
- 5. The granting of this action does not relieve this request from compliance with any applicable law, court order, covenants or contracts.**

The foregoing Resolution, having been reduced to writing, Supervisor Cross moved that said Resolution be adopted. Supervisor Calhoun seconded the motion. The vote was as follows:

Supervisor Morrison voted:	AYE
Supervisor Cross voted:	AYE
Supervisor Calhoun voted:	AYE
Supervisor Gaines voted:	AYE
Supervisor Bishop voted:	AYE

Whereupon the President of the Board declared the motion carried and the resolution approved and adopted.

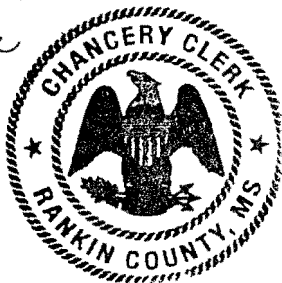
The foregoing resolution was approved this 14th day of June, 2021.

Jared K Morrison
 JARED MORRISON, PRESIDENT
 RANKIN COUNTY BOARD OF SUPERVISORS

ATTEST:

Larry Swales
 LARRY SWALES, CLERK OF THE BOARD

by: Officer



Proposed Development

130 Baker Lane, Brandon MS 39047

Kizek Properties, LLC

Radim Kizek Email: rkizek@msn.com

Cell: **601-454-3901**

Carrie Kizek Email: ckizek@yahoo.com

Cell: **601-454-3887**



ENTRANCE DRIVEWAY PERSPECTIVE - OFFICE BUILDINGS FLANK EACH SIDE WITH COVERED RV STORAGE BUILDING BEYOND



FOILWATT
Architectural Group, LLC

KIZEK PROPERTIES, LLC
PROPOSED DEVELOPMENT

130 BAKER LANE PARCEL #411 000007 00000

620
14 MAY 2021
1

ILLUSTRATION

RENDERING

A-904

NO.

Attachment: Proposed Development for Baker Lane - Kizek Properties (16203 : Continuation of Public



WEST BIRDS EYE VIEW



FOIL/WATT
1/11/2022

KIZEK PROPERTIES, LLC
PROPOSED DEVELOPMENT
130 BAKER LANE PARCEL A/11 000007 0000

DATE
11/11/2021

ILLUSTRATION
RENDERING

A-901

NO.

Attachment: Proposed Development for Baker Lane - Kizek Properties (16203 : Continuation of Public



EAST BIRDSEYE VIEW



FOIL/WAIT
KIZEK PROPERTIES, LLC
16203 : Continuation of Public

KIZEK PROPERTIES, LLC
PROPOSED DEVELOPMENT
16203 BAKER LANE
PACIFIC, WA 98043

16 MAY 2011
11:00 AM

ILLUSTRATION
RENDERING
A-902
NO.



NORTH SIDE PERSPECTIVE OF EAST OFFICE BUILDING - WEST OFFICE BUILDING IS MIRRORED ON THE CENTERLINE OF THE ENTRANCE DRIVE



FOURWAY
Architect & Planner, LLC

KIZEK PROPERTIES, LLC
PROPOSED DEVELOPMENT
1000 BAKER LANE
PARCEL 401100000700000

14 MAY 2022

ILLUSTRATION
RENDERING
A-903
NO.

Attachment: Proposed Development for Baker Lane - Kizek Properties (16203 : Continuation of Public



STREET ELEVATION



STREET AERIAL VIEW



FOILWATT
ARCHITECTURAL
10000 W. 10TH AVE.
SUITE 100
DENVER, CO 80231
TEL: 303.733.1100
WWW.FOILWATT.COM

KIZEK PROPERTIES, LLC
PROPOSED DEVELOPMENT
100 BAKER LANE
DALLAS, TX 75243

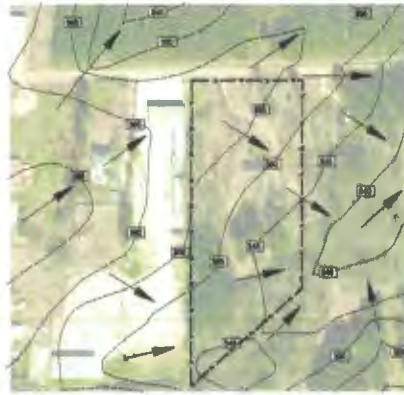
DATE: 08-01-2014
BY: [Signature]

ILLUSTRATION
RENDERING
A-900
NO.

Attachment: Proposed Development for Baker Lane - Kizek Properties (16203 : Continuation of Public



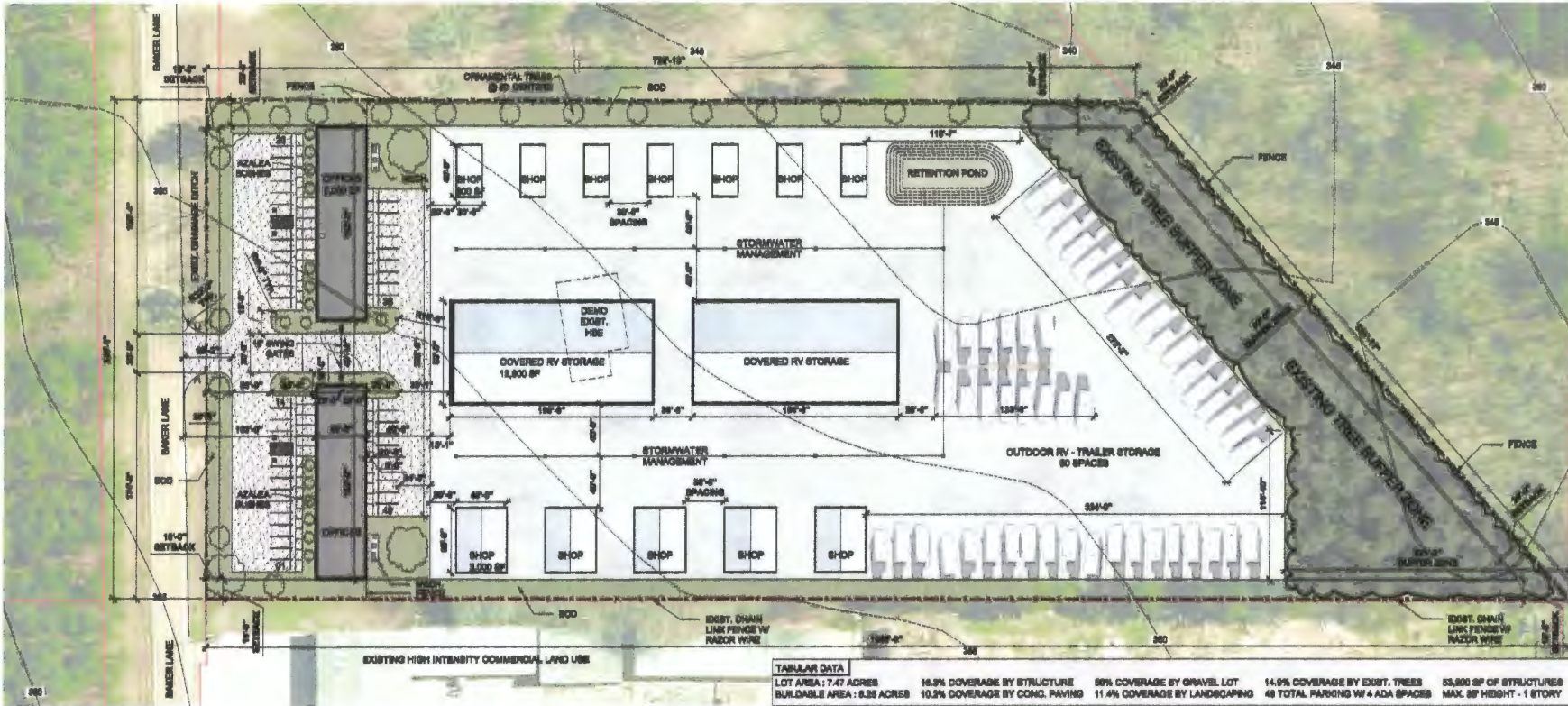
VICINITY / ZONING DISTRICTS
SCALE: 1" = 300'-0"



EXISTING SITE DRAINAGE PATTERNS
SCALE: 1" = 300'-0"



EXISTING BIRDEYE VIEW
SCALE: 1" = 300'-0"



PROPOSED DEVELOPMENT SITE PLAN
SCALE: 1" = 30'-0"

TABULAR DATA					
LOT AREA : 7.47 ACRES	14.3% COVERAGE BY STRUCTURE	59% COVERAGE BY GRAVEL LOT	14.5% COVERAGE BY EXIST. TREES	55,800 SF OF STRUCTURES	
BUILDABLE AREA : 6.35 ACRES	10.5% COVERAGE BY CONC. PAVING	11.4% COVERAGE BY LANDSCAPING	48 TOTAL PARKING W/ 4 ADA SPACES	MAX. 8' HEIGHT - 1 STORY	

SCHEMATIC - COMMERCIAL SITE PLAN REVIEW

FOILWYATT

130 BAKER LANE
PARCEL #J11 000007 00000

KIZEK PROPERTIES, LLC

PROPOSED DEVELOPMENT

130 BAKER LANE
PARCEL #J11 000007 00000

C-101

" NO.

14 MAY 2021

Attachment: Proposed Development for Baker Lane - Kizek Properties (16203 : Continuation of Public

- Rick and I placed a line of flags along the back that is what we're thinking.

How far is it from the property line?

- Don't know where the line is which continues to be the issue. The line is roughly where we talked about.

Okay. I'll check it out.

Hey. Flags look fine. We are good with it. It's pretty much where we looked. Any other concerns at this point?

Not on our end.

Good morning, I am Ed Gardner, my address is 133 Fox Run Road, Brandon, MS.

I have been a resident of Rankin County for 44 years. My wife and I have lived in District 4 since 1996. We are about one mile from the Applicant's property.

In full disclosure, I will tell you that I am the owner of HWY 471 STORAGE, LLC located at 2052 HWY 471, Brandon, MS 39047.

I am here this morning in opposition to applicant's request for a conditional use permit for the property located at 130 Baker Lane (DISTRICT 4) Furthermore, I would like to speak to the unprincipled process on which the Applicant might receive approval for the Proposed Development.

PROCESS

April 5, 2021 BoS meeting- When Mr. Slay introduced the item he said- Set Public Hearing for the Kizek Properties LLC Conditional Use Permit. The property is at 130 Baker Lane. That is a District Four property.

PERIOD

There was no mention of any details or fundamental concept of the Proposed Development.

Mr. Gaines did voice concerns about some outdoor storage that he said he would not support. He said he asked the Applicant to contact the neighbors regarding the Proposed Development.

Compare that to the December 3, 2020 BoS meeting where I seeking a DV for my storage facility to construct another building.

Rene Lawrence, Directory of Community Development introduced the item- She said Set Public Hearing for Edward Gardner HWY 471 STORAGE, LLC for Dimensional Variance. He is proposing the

expansion of the facility. Property located on eastside of HWY 471. Two acre parcel property is zoned C-3. She showed area view of facility. She explained that I was proposing the addition of a third building. She gave full dimensions of building 280"x 40". She explained that the ordinance requires 20 feet set back and I would only have 10 feet. She showed photos of the existing building. Explained color scheme of building and explained the building would be used for RV and Boat parking. She was very detailed and informative.

Mr. Gaines then asked why I needed the dimensional variance and I explained to his satisfaction. Mr. Gaines then made the statement: "Where your at is a lot of storage building and storage things. I don't want to keep packing and packing storage buildings one day where your at it is going to probably be worth more than something else. But I don't want to tell you no I got to get four other guys that got to vote for me. Please keep it nice." **END of QUOTE**

After I explained that the proposed building would enclosed twenty of the open parking spots he said he was not going to turn it down.

April 15, 2021 BoS Public Hearing- When Mr. Slay introduced the item he said- Set Public Hearing for the Kizek Properties LLC Conditional Use Permit. The property is at 130 Baker Lane. That is a District Four property. He said the Applicant's Planned Development would be similar to their development on East Business Parkway. Two buildings on front to be bricked on front and sides. Eight foot fence on east property line. Buffer area with trees on south side property. **PERIOD** No other details outlining the description of the rest of the Planned Development. No mention of the RV parking no indication of how many units. No details of the 5 SHOP WAREHOUSE measuring 40'x50' that's 2000sq feet. Bigger than many people's homes. No mention of the 7 SHOPS measuring 20'x40' 800 sq ft. No pictures of the Applicant's

other business located of Hwy 80 in Brandon to give the public an idea what the Planned Development might look like. No site plan. **Nothing** He gave no explanation as to what the current permitted land uses for the property were nor what Select Conditional Use where permitted for the property. No explanation for why the Applicant needed a Conditional Use Permit for the property.

The Applicant attended the hearing and they were no asked any questions regarding the need for the Conditional Use Permit. They were not asked about any of the numerous unknown details regarding the Planned Development. The Applicant did state that he contacted Ms. Lawrence prior to the meeting to see if he needed to get anything else for the meeting. He said MS Lawrence replied that we should be good to go. Yet at the hearing she provided no information regarding the Proposed Development. The Applicant also stated that this is where we are still kind of unprepared but at the same time we thought we had a good proposal. The Applicant might have had a good proposal but at that time the full details of the Proposed Development were shared in the public hearing. If any of the supervisors or Ms. Lawrence knew any of the details of the Proposed Development they sure didn't share them in the public meeting. The only issue addressed was a wet land area on the property.

These meetings and the process are supposed to be transparent and informative. Do the supervisors and Ms. Lawrence not want the public to know how massive this Warehouse Storage facility will be. This is 6.25 acre facility that does not belong in a C-2 land use district.

Compare that to December 15, 2020- BoS Public Hearing for Dimensional Variance for HWY 471 STORAGE, LLC- When the gentleman introduced the item he gave full details regarding the dimensions of the building, details of the use of the proposed building, explained the DV and the need for it- full details of the project.

The only discussion was concerning vegetation across the front of the complex and if it could be done safely as to not interfere with the underground utilities.

Sometime in the latter part of 2020 the Applicant purchased the property at 130 Baker Lane. The property was advertised as zoned C-2. Located in a mix of business and several large neighborhoods. The property is vacant/ undeveloped land zoned C-2 with no existing business on the land. I believe the Applicant purchased the property with the intent to build the proposed development. I believe the Board members know that as well.

In the April 5th Board meeting Mr. Gaines made the following statement, "These people (referring to the Applicant) have bought or have a contract on and just assumed it would be ok to put outside storage and get the zoning changed. But the same issue that was there before is still there. So, I asked them to get with their neighbors- they have been there the longest and yall work something together so everybody is satisfied I will not work with this. I want that to be clear. This type outside storage is not something you or I would want looking out my window- pulling a travel trailer and trying to park at night or a big RV and that's what its for." **END of QUOTE**

I understand that the outdoor parking has been removed from the Proposed Development. However, I assure you that even if the RV parking spaces are covered, you will still have RV and travel trailers pulling in and out at all hours of the day and night. Tenants will insist on having 24 hour access and 24 hour lighting.

Plus the traffic generated by the tenants of the (5) Shop Warehouses 40'x50' and (7) 20x 40 Shops. Each one of these SHOPS could represent a business. Then there are the Commercial Warehouse offices across the front of the development. The development plan does not indicate how many Commercial Warehouse Office spaces will be available but each one will represent an individual business. You could very well see auto mechanic shop, lawn mower repair, ATV repair, welders, contractor and wood mill shops. The residential neighbors will be greatly affected by the tremendous amount of commercial activity conducted outdoors along with the increased traffic from the tenants and their customers and noise generated by said activities. Residential neighbors could see a negative effect on property values. There will be numerous individual businesses operating out of the Planned Development. According to the Zoning Regulations of Rankin County commercial outdoor activity should be well away from all Residential uses.

Unless the Residential neighbors have been more informed than what was shared at the BoS ^{hearing} meeting of 4/15. I don't see how they can make an informed decision to agree with the approval of the Conditional Use Permit.

Another statement made by Mr. Gaines at the same April 5th Board ^{hearing} meeting, "This is a Real sensitive corner. Baker Lane and HWY 471 can be developed in pristine manner or we can put used car lots or boat storage. Be careful once we mess up in this corner we mess up." **END of QUOTE**

Be careful, once we mess up in this corner we mess up- A good reason not to allow C-3 more intensive land uses into a C-2 district.

There is plenty of C-3 property right down the HWY that is zoned for more intensive uses than are permitted in C-2 districts.

The Applicant has submitted an Application for Conditional Use Permit to the board, asking the board to allow prohibited land uses in a C-2 district.

That application states: Commercial **warehouse**/ office to **Store** goods, vehicle and equipment

If you look at the Proposed Development Site Plan you will see Shop **Warehouse** in blue and **Covered RV Storage** in yellow. In the red. is for **Warehouse** and Office- the rendering I reviewed showed warehouses with large roll up garage doors and offices facing Baker Lane.

If you review the Zoning Regulations of Rankin County under General Commercial District (C-2) you will see that Warehouse and Storage is not listed under the Example of Land Uses Permitted Outright nor is it listed under the Select Conditional Use.

If you review the Zoning Regulations of Rankin County under Major Thoroughfares Commercial District (C-3) you will see that Warehouse and Storage is Land Uses Permitted Outright.

The Applicant, using a Conditional Use Permit, is asking this Board to allow land uses that are absolutely prohibited in C-2 districts and add C-3 more intensive land uses into a C-2 district.

These changes will be so dramatic that they amount to rezoning of the property from C-2 to C-3, significantly altering and expanding the previously permitted activities.

If this Board approves the prohibited uses for Applicant's property, those uses "effectively" transform the Applicant's property from a C-2 district to a C-3 district.

Allowing the Applicant's property to "effectively" be rezoned to a C-3 district would be in direct conflict with the stated goals and objectives of the zoning regulations listed in Section 2000- Uses permitted in C-3 Major Thoroughfare Commercial districts shall not be permitted in the C-2 district -Section 2100 regarding C-3 district- the outdoor commercial uses first permitted outright in this district shall be located well away from all residential uses.

A simple review of the Rankin County Zoning Map will show that the Applicant's property is not well away from all residential uses.

A zoning amendment that favors a particular landowner over nearby landowners is seen as arbitrary.

The only business to be affected by the amendment will be the Applicant.

A change in permitted land uses that "effectively" rezones or spot zones a particular piece of property for the benefit of the owner should not be a "conditional use" as it singles out one piece of property for special and privileged treatment. It is not the responsibility of this Board to change permitted land uses for the benefit of the Applicant. Such preferential treatment could constitute illegal spot zoning.

The Mississippi Supreme Court has defined spot zoning as “a small island of relatively intense use surrounded by a sea of less intense use.”

If you review the zoning map where the Applicant's property is located you will see the Applicant's property is surrounded by ten to twelve other properties zoned C-2 as well as several large residential properties. If the Board grants the Conditional Use Permit the Applicant will enjoy C-3 more intensive land uses than allowed in the surrounding properties zone for C-2 less intensive uses.

When the Applicant purchased the property located at 130 Baker Lane, I believe they knew the property was zoned General Commercial District (C-2). The property was clearly advertised as zoned C-2. When you purchase a property the realtor and the buyer are well aware of how the property is zone. I believe the Applicant purchased the property a few months ago with the intent to build the proposed development. This is not a piece of property that the Applicant has owned for some time with an existing business located on it and the Applicant decides to expand the business. This is vacant undeveloped land.

The Applicant owns another facility like the proposed development and should have known that the proposed development would be required to be built in an area zoned Major Thoroughfare Commercial District (C-3).

I am not sure if the Applicant contacted any of the C-3 property owners to inquire about purchasing a piece of property for the proposed development. I can tell you that the Applicant would have to pay a premium price for the C-3 site.

If we look at zoning map for C-3 property in the area you will find that most of the undeveloped C-3 property is owned by one individual (Billy Fox Swilley).

I spoke with Mr. Swilley about purchasing the 1 1/2 acre directly behind my facility. He initially stated that he was not in the market to sell but he would entertain a price of \$10 per square foot which is \$435,600 an acre or \$653,400 for 1 1/2 acre. Needless to say, that is when I decided to just add a building within the 2-acre tract of my facility.

I think many in this room know Mr. Swilley and will agree that he is a smart businessman who realizes the value of the C-3 property he owns between Baker Lane Road and the entrance road to Oakdale Elementary school. He is not one willing to negotiate too much on the price value he puts on his land.

Based on the price per acre Mr. Swilley quoted me, a 7.4-acre tract of land could cost \$3.22 million.

The property at 130 Baker Lane that the Applicant owns and is the subject of this zoning issue was advertised as C-2 at \$290,000 for the 7.4-acre tract or \$39,189 per acre.

As you can see, had the Applicant purchased property zoned C-3 high intensity use where Warehouse and Storage uses are permitted right out, the Applicant would have to pay a premium for C-3 commercial use property.

On April 5th Mr. Gaines made the following statement.

"These people (referring to the Applicant) have bought or have a contract on and just assumed it would be ok to put outside storage and get the zoning changed." **END of QUOTE**

Mr. Gaines was aware that the Applicant purchased the property with a C-2 zoning that would require the property to be rezoned in order to use the property as a storage facility. Yet we are at a hearing regarding a Conditional Use Permit.

We can have a purple spot in a sea of red. **Green Map*

As a business owner/ developer it was the responsibility of the Applicant to conduct due diligence to assure that the property purchased was indeed legally zoned for the planned development. If the Applicant has failed to do so, it does not make it the Board's responsibility to approve a Conditional Use Permit to correct the Applicant's mistake. The Applicant had ample opportunity to purchase property with the proper zoning classification to meet the needs of the planned development. The Applicant just chose the least expensive option.

A site chosen for a new business likely does not meet the ~~required~~ standards to justify as a CU.

If the Board approves the Applicant's request for a Conditional Use Permit to "effectively" rezone the Applicant's property, the Board will be giving the Applicant an unfair advantage over other property owners, developers and competitors.

Approval of the Conditional Use Permit creates a wealth transfer or creation that unfairly benefits the Applicant. *The Board might as well hand the Applicant a Pot of Gold*

Any zoning change that allows an intensified use of the land in a district where that use was previously prohibited will create new value for the Applicant's property.

A similar wealth creation will occur if the Applicant's property is "effectively" rezoned because the Applicant has paid a lower price for the property than what it will be worth after the rezoning. It will be a windfall to the Applicant because it creates uncompensated wealth transfer that favors the Applicant arbitrarily.

Furthermore, should the Board approve the Applicant's request for the Conditional Use Permit you will be sending a loud message to other developers to come to Rankin County and purchase land that is not compatible with the zoning requirements of your planned development then request a Conditional Use Permit to "effectively" rezone your property. Effectively circumventing the stringent procedural requirements for a rezoning.

During the April 15th hearing, Mark Baker made some very valid points regarding the lack of information from the Applicants regarding the Planned Development. He pointed out the lack of completeness of the Applicant's Application for Conditional Use Permit, no specific details and only a fundamental concept of the Planned Development

All issues one would need to make an informed decision regarding the matter.

Mr. Baker also stated that on behalf of his clients he would like to see a restrictive covenant to address issues with the wet land issue at the south end of the property. The Applicant agreed to the covenant.

The Applicant asked who would handle the covenant part?

Mr. Morrison replied "right there" (pointing to Mr. Slay- the Board attorney), "that's not going to cost you anything."

Then Mr. Gaines replied "it will its in your taxes"

To some that might not seem like a big deal. But I question it when a Supervisor is rendering legal services to be performed by the Board Attorney, to the benefit of a taxpayer in his county with taxpayers money.

It seems to me that any legal work needed to facilitate the process for the Applicant would be the sole financial burden of the Applicant not the taxpayers of Rankin County.

I am asking that each of you think about the ramifications a decision to approve the Applicant's request for this Conditional Use Permit could cause. *Adhere to the state goals + purpose of the Zoning Ordinance of Rankin County.*

Please do not violate the structural integrity of the Zoning Ordinance of Rankin County.

Drafting legal descriptions and plat for the Applicant's purpose does not fit duties of the Board attorney who is paid with Taxpayers dollars.

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR KIZEK
PROPERTIES, LLC, 130 BAKER LANE, BRANDON, MS 39047**

WHEREAS, Kizek Properties did file a petition for a conditional use permit to construct a commercial office/warehouse development at 130 Baker Lane, Brandon, MS 39047; and

WHEREAS, all notice requirements of the Zoning Ordinance of Rankin County were accomplished and a public hearing was held on June 14, 2021, as required; and,

WHEREAS, The Planning Commission upon conclusion of the scheduled meeting on April 1, 2021 adopted a motion authorizing the Planning Staff to publish notice of public hearing for the request to construct a commercial office/warehouse development at 130 Baker Lane, Brandon, MS 39047

WHEREAS, the Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance; and

WHEREAS, the Board of Supervisors are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Board of Supervisors of Rankin County, Mississippi that the request to construct a commercial office/warehouse development at 130 Baker Lane, Brandon, MS 39047, is hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning Commission is advisory in nature.
3. The Board of Supervisors used their common knowledge and familiarity with the subject property and the surrounding neighborhood in determining its findings contained in this order.
4. This action will promote the general welfare of Rankin County and will not adversely affect adjacent property. Future projects within the designated area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the County to continue to monitor the area.
5. The granting of this action does not relieve this request from compliance with any applicable law, court order, covenants or contracts.
6. The conditional use is approved with the following conditions:

- No outside storage for the two buildings that front on Baker Lane.
- Install an 8 foot privacy fence along the east side of the property.
- Maintain buffer area, as shown on approved site plan, with existing trees on the south property line
- No excessive illumination that would have an adverse effect on surrounding properties.
- Submit legal description for buffer area with restrictive covenants stating cannot be developed

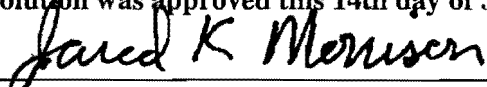
The foregoing Resolution, having been reduced to writing, Supervisor Bishop moved that said Resolution be adopted. Supervisor Cross seconded the motion.

The vote was as follows:

Supervisor Morrison voted:	AYE
Supervisor Cross voted:	AYE
Supervisor Calhoun voted:	AYE
Supervisor Gaines voted:	AYE
Supervisor Bishop voted:	AYE

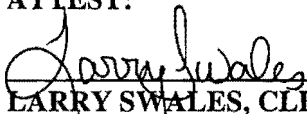
Whereupon the President of the Board declared the motion carried and the resolution approved and adopted.

The foregoing resolution was approved this 14th day of June, 2021.



 JARED MORRISON, PRESIDENT
 RANKIN COUNTY BOARD OF SUPERVISORS

ATTEST:



 LARRY SWALES, CLERK OF THE BOARD

by: J. Flood



RANKIN COUNTY HUMAN RESOURCE AGENCY

1545 West Government Street, Suite C

Brandon, MS 39042

Telephone 601-825-1309

Fax 601-824-0036

Mark Dearman
Executive Director

Johnny Logan
Chairperson

June 9, 2021

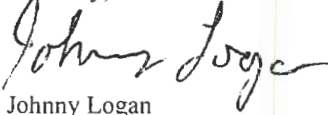
Daniel Cross, Supervisor of District 2
Steve Gaines, Supervisor of District 4
Keith Hicks, County Administrator
Rankin County Board of Supervisors
211 E Government St A,
Brandon, MS 39042

Dear Mr. Cross, Mr. Gaines, and Mr. Hicks:

I wanted to inform you of the need to fill the Board of Directors positions for these districts for the Rankin County Human Resource Agency (RCHRA). RCHRA's Board of Directors has seven positions, and the two for district 2 and district 4 have become vacant, due to aging and developing cancer. The Board of Directors oversees the operations of the Rankin County Human Resource Agency and the grant money received by the state and federal governments to assist those in need in the county. It is imperative to our grants and board operations that these individuals be well-rounded and be business minded. The board of directors meet once a month to review and sign documents for the agency to continue to receive and use grant funds to serve the people of Rankin County. Your prompt attention to this matter is greatly appreciated.

Please contact me if you should have any questions or comments concerning this matter.

Sincerely,



Johnny Logan
Board Chairperson

Minetta Veazey
Vice Chairperson

Betty Stafford

Charles Holmes

Pam Sparks

Attachment: Acknowledgement of Vacancy in Rankin County District 2 Constable Office (16204 : Acknowledgment of Vacancy in Rankin



Providing Benefits for Life

June 2, 2021

Honorable Robert Hancock
Rankin County Constable
P.O. Box 1441
Florence, MS 39073

RE: 2020 Constable Annual Financial Report (AFR)

Dear Mr. Hancock:

PERS ID: 0000406444

The Public Employees' Retirement System of Mississippi (PERS) has audited your 2020 Constable Annual Financial Report and has determined that you owe employee and employer contributions totaling **\$12,105.59; no interest since the AFR was received before the due date.** If after reviewing the calculations on the enclosed worksheets you have any questions, please call or write this office.

If you agree with our calculations, please remit **\$12,105.59** to PERS within 30 days to avoid additional interest, which is accruing daily at an annual rate of 8 percent. **Your payment is due on or before July 2, 2021.**

Please let us know when we can be of further service to you. You may reach PERS by telephone at 800-444-7377 or 601-359-3589.

Sincerely,

A handwritten signature in black ink, appearing to read "Cassie Gregory", is written over a horizontal line.

Cassie Gregory
Account Specialist III
Employer Reporting

Enclosure(s)

Attachment: Authority to Pay County's Share of Adjusted 2020 PERS Due on Constable Robert Hancock (16205 : Authority to Pay County's

Constable Robert Hancock

<u>43732.38333</u>	<u>3935.91</u>	<u>7609.43</u>	<u>11545.35</u>
	8062.81	15588.10	
	4126.90	7978.67	

Robert owes County owes

County will pay 7978.69



Alyson Dale
Vice President

P.O. Box 66
Brandon, MS 39043
601-825-1870 Phone
601-825-1810 Fax
adale@trustmark.com

June 10, 2021

To Whom it May Concern:

Please be advised that Rankin County, MS ("the County") has paid off the outstanding balances due on the below loans. As of June 10, 2021, no balance remains on either loan. Trustmark will release the titles securing each loan to the County.

	<u>Payoff as of June 10, 2021:</u>
Loan #76053 (secured by 3 trucks):	\$433,070.24
Loan #76054 (secured by 1 truck):	\$144,356.76

Sincerely,

Alyson Dale

Alyson Dale
Vice President
Trustmark National Bank

People you trust.
Advice that works.



Book:2021 Page:14088-14106
 DEED
 RCD: 06/14/2021 @01:18:04 PM
 Rankin County, MS
 Larry Swales Chancery Clerk

16-3-5
 NEG W

Prepared By:

MARILYN JOHNSON

1220 APPLE PARK PLACE

BRANDON, MS 39042

(601) 824-5147

Return To:

MARILYN JOHNSON

1220 APPLE PARK PLACE

BRANDON, MS 39042

(601) 824-5147

STATE OF MISSISSIPPI

COUNTY OF RANKIN

OTHER LEASE
 16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS OTHER LEASE
 AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 26th
 day of May, 2021 by and between the LESSOR,

RANKIN COUNTY SCHOOL DISTRICT

1220 APPLE PARK PLACE

BRANDON, MS 39042

(601) 824-5147

and LESSEE,

RICO O'BANNER

239 RED ALLEN RD.

BRANDON, MS 39042

(601) 319-7434

INDEXING INSTRUCTIONS:

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, LESSOR does hereby lease, let and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 16 Township 3N Range 5E

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. The term of this Lease Agreement shall be for Twenty-Five (25) years, beginning on the 26th day of May, 2021, and terminating on the 25th day of May, 2046 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be May 1st of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from May 26, 2046, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of Seven Hundred dollars (\$ 700.00) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid.

Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in

the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

- a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.
- b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
 1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
 2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit

the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.
- c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- f. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
- g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the above-described property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes

necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon said premises, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs.

6. Remedies. In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the leased property and all LESSOR-owned structures and improvements thereon to the said LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE-owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of the Leased Premises and all LESSOR- owned improvements thereon absolutely, and custom, usage, or law to the contrary notwithstanding. Any removal of property from the Leased Premises shall be accomplished so as to leave said the Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of the LESSEE'S property within thirty (30) days of LESSOR'S possession. LESSEE shall be subject to the accrual of rent during said thirty (30) day period.

7. Curing Default. Notwithstanding any DEFAULT provisions of this Lease Agreement, any

present or future holder of a mortgage or deed of trust securing money loaned on facilities located on the Leased Premises shall have the right of a thirty, (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in said property and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on the Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

9. Regulatory Compliance. LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the Leased Premises and/or obligations under this instrument. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Agreement. Notwithstanding the requirements of this paragraph LESSEE:

- a. Except as modified by paragraph 22 below, LESSEE will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by any present or future laws or regulations of any governmental authority or by any administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.
- b. Shall keep and maintain the Leased Premises in compliance with and shall not cause or permit the Leased Premises to be in violation of any environment laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous, and non-hazardous.
- c. Shall give prompt written notice to LESSOR and the Secretary of State of:
 1. Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the leased premises or the migration thereof from or to other property;
 2. All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property; or
 3. LESSEE'S discovery of any occurrence or condition that would cause the

leased premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

10. Environmental Accidents. LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the Leased Premises to LESSOR and the Secretary of State at the address provided in this instrument. LESSEE shall also furnish LESSOR a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters relating to the use and occupation of the Leased Premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of the Leased Premises upon LESSOR or the Secretary of State with those duties belonging exclusively to LESSEE.

11. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure same after thirty (30) days written notice from LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

12. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

To LESSOR:

16th Section Manager

MARILYN JOHNSON

1220 APPLE PARK PLACE

BRANDON, MS 39042

(601) 824-5147

To SECRETARY OF STATE:

Mississippi Secretary of State's Office, Public Lands Division

Attn: 16th Section Lands

Post Office Box 136

Jackson, Mississippi 39205-0136

(601)-359-1350

To LESSEE:

RICO O'BANNER

239 RED ALLEN RD.

BRANDON, MS 39042

(601) 319-7434

13. Insurance. LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) and the members of LESSEE shall collectively maintain a similar policy or self-insure for an excess limit of liability of one million dollars (\$1,000,000.00) for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance (or self-insurance for LESSEE'S members, if applicable) to LESSOR, shall keep this insurance (of self-insurance for LESSEE'S members, if applicable) in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company (or if the self-insurance for LESSEE'S members is managed by another company, if applicable). The amount of insurance coverage shall be adjusted for inflation every ten years on each tenth Anniversary of this instrument according to the procedures then set forth by the Office of the Secretary of State.

14. Indemnification. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by LESSEE, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

15. Mortgage Transactions. The restrictions on assignments set forth in Paragraph 8 of the Lease Agreement shall not apply to and no prior approval of LESSOR shall be required for (i) a mortgage of the leasehold estate (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within 10 days thereafter, to provide LESSOR with a copy of the assignment. No mortgagee shall be deemed to have assumed and no mortgagee shall be personally obligated to perform any of LESSEE'S obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to LESSOR in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of LESSEE which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not prorated. Nothing contained in this Lease

Agreement or in any mortgage shall release LESSEE from the full and faithful performance of LESSEE'S obligations under this Lease Agreement or from any liability for non-performance or constitute a waiver of any right of LESSOR against LESSEE.

The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of LESSEE; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this lease has been mortgaged or pledged as security.

16. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities permitted under this Lease Agreement, and shall not, in any event, commit waste or allow waste to be committed.

17. Quiet Possession. LESSEE shall have quiet and peaceful possession of said property as long as compliance is made with the terms of this agreement.

18. Bankruptcy or Judgments. LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement. LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

19. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. However, nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

20. Classification/Use. The lands herein have been classified as Other in accordance with §29-3-31 et seq. Miss. Code Ann (1972) as amended. LESSOR warrants that the Leased Premises shall be permitted to be used as set forth in Exhibit "B" for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.

LESSEE shall not use the Leased Premises for any of the following purposes:

- a. The operation of a business or proprietorship where the majority of revenues are derived from the sale of alcohol,
- b. The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display, or the sale of distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks,
- c. Activities that are considered hazardous including, but not limited to, demolition or the storage or use of dangerous substances,
- d. Any activity considered to be a nuisance,
- e. Any activity that is unlawful or immoral; or
- f. Any activity which at the discretion of LESSOR or the Secretary of State is inappropriate upon Sixteenth Section Land.

21. Successors. To the extent assignment of this Lease Agreement is allowed by the above provisions this Lease Agreement shall be binding upon LESSEE'S successors and assigns.

22. General Duties of LESSEE. LESSEE agrees:

- a. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons;
- b. To allow inspection of the Leased Premises during normal business hours by any persons responsible for management or supervision of the Leased Premises or this Lease Agreement acting in their official capacity;
- c. To perform all obligations herein expressed in a prompt fashion, without notice or demand;
- d. To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified;
- e. To provide LESSOR, at each Anniversary Date, written certification by LESSEE or an officer of LESSEE of compliance with the provisions of this lease;
- f. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

23. Alteration. It is expressly agreed by and between the parties that LESSEE will not make any alteration upon the Leased Premises without the express prior written consent of LESSOR and that LESSEE will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will LESSEE permit the same to be used for any immoral or unlawful purpose. LESSEE also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

24. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said lease property, together with the right to enter and remove the same, but

not in a manner which interferes with LESSEE'S operations on the Leased Premises.

25. Timber. LESSOR reserves and excepts from said lease all timber now or during the term, being situated on the Leased Premises with right of ingress and egress to remove same, and with the right to sell all or any part of said timber without breach of any right of LESSEE hereunder.

26. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

27. Recording. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

28. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

29. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

30. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of RANKIN, Mississippi.

31. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

32. Supervisory Right. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

33. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

34. Entire Agreement. This Lease Agreement shall constitute the entire agreement between

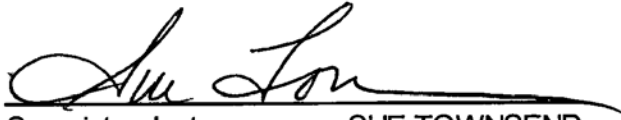
the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 26th day of May, 2021

Signed, Sealed and Delivered in the Presence of:

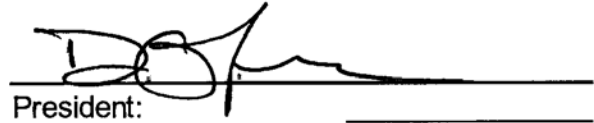
LESSOR:

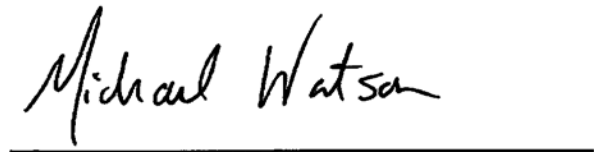
RANKIN COUNTY SCHOOL DISTRICT
School District


Superintendent: SUE TOWNSEND

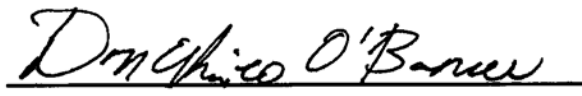

Board President: DAVID FARMER

APPROVED:


President: _____


Secretary of State:
Michael Watson

LESSEE:


Printed Name: Donchico O'Banner

Attachment: Sixteenth Section Lease - Other Lease from RCSD to Rico O'Banner (16226 : Approval of Other Lease of 16Th Section Lands for

WITNESS OUR SIGNATURES this the 14th day of June, 2021.

RANKIN COUNTY BOARD OF SUPERVISORS:

James K. Morrison
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
by: G. Flood DC



ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for said county and state, on this 26 day of May, 2021, within my jurisdiction, the within named SUE TOWNSEND, Superintendent of Schools and DAVID FARMER, school board President of the RANKIN COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the RANKIN COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Tammie Richardson
Printed Name: _____
(Notary Public)

My Commission Expires: _____

2/5/23

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me the undersigned authority in and for the said county and state, on this the 14th day of June, 2021, within my jurisdiction, the within named Jared K. Morrison, who acknowledged to me that he / she is the President of the Board of Supervisors of RANKIN County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: [Signature] D.C.
Printed Name: Jared K. Morrison
(Notary Public) My Commission Expires Jan. 6, 2024
My Commission Expires: _____



(Affix official seal, if applicable)

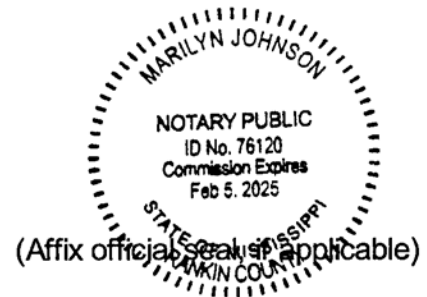
ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for said county and state, on this the 18th day of May, 2021, within my jurisdiction, the within named Rico O'Banner, who acknowledged that he / she executed the above and foregoing instrument.

Marilyn Johnson
Printed Name: Marilyn Johnson
(Notary Public)
My Commission Expires: 2/5/2025



Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name: _____
(Notary Public)
My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

BEGIN AT THE NE CORNER OF THE SW4 OF 16-03N-05E, THENCE S 310 FT TO THE POB, THENCE S 67 DEG 31 MIN 14 SEC W FOR A DISTANCE OF 152.56 FT; THENCE N 12 DEG W FOR A DISTANCE OF 223.86 FT; THENCE N 66 DEG E FOR A DISTANCE OF 163.49; THENCE S 9 DEG 42 MIN E FOR A DISTANCE OF 225 FT BACK TO THE POB. CONTAINING 0.81 ACRES M/L IN THE NE4 OF THE SW4 16-03N-05E, RANKIN COUNTY, MS.

EXHIBIT "B": ADDITIONAL PROVISIONS

Prior to subleasing or assigning this lease, or any part of the property herein described, LESSEES shall secure approval of the Board of Education, in writing, and permission to sublease or assign shall not be arbitrarily or unreasonably withheld.

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

RANKIN COUNTY SCHOOL DISTRICT

as LESSOR and RICO O'BANNER as LESSEE with a rent amount of \$ 700.00 dated 26th day of May, 2021 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the RANKIN COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

Secretary of State:
Michael Watson

16-5-5
SWNE



Book:2021 Page:14107-14111
DEED
RCD: 06/14/2021 @01:21:31 PM
Rankin County, MS
Larry Swales Chancery Clerk

Prepared by and return to:
Rankin County School District
16th Section Land Management
P. O. Box 1359
Brandon, MS 39043
601-824-5147

INDEXING INSTRUCTIONS
SE ¼ of the NW ¼ and the
SW ¼ of the NE ¼ of
SECTION 16, T5N-R5E
Parcel No. P8-44-40

STATE OF MISSISSIPPI
COUNTY OF RANKIN

QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we,

BERETTA PROPERTIES, LLC
204 MARY ANN DRIVE
BRANDON, MS 39042
(601)824-9340
(601)720-3555

do hereby sell, convey, bargain and quitclaim to

THE TRUSTEES FOR THE RANKIN COUNTY SCHOOL DISTRICT
AND THEIR SUCCESSORS IN OFFICE
1220 Apple Park Place
Brandon, MS 39042
(601) 825-5990

Attachment: Sixteenth Section Lease - Quitclaim Deed from Beretta Properties to RCSD (16226 : Approval of Other Lease of 16Th Section

the following described real property situated and located in Rankin County, State of Mississippi, more particularly described as follows:

PLEASE REFER TO EXHIBIT "A" ATTACHED HERETO

It is the intention of Grantors to convey and surrender unto Grantee herein all of Grantors right, title and interest in and to that certain Sixteenth Section Residential Land Lease as recorded in book 2012 at page 6911 along with all buildings and other improvements situated thereon, as recorded in the land records of the Chancery Clerk of Rankin County, Mississippi.

WITNESS OUR SIGNATURES on this the 25th day of May, 2021.

BERETTA PROPERTIES, LLC

BY: [Signature]

TITLE: Managing Member

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, Heath Olenka personally known to me and who acknowledged that he/she is the Managing Member of BERETTA PROPERTIES, LLC who acknowledged unto me that he/she did sign, execute, and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of BERETTA PROPERTIES, LLC, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25 day of May, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires: 03/03/2025



IN WITNESS WHEREOF, this Lease is executed by LESSOR and pursuant to Order entered upon its minutes, this the 9 day of June, 2021.

RANKIN COUNTY SCHOOL DISTRICT:

BY: [Signature]
SUE TOWNSEND, Ph.D.,
SUPERINTENDENT OF EDUCATION, LESSOR

BY: [Signature]
DAVID "GRUMPY" FARMER
PRESIDENT, BOARD OF EDUCATION, LESSOR

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named SUE TOWNSEND, Ph.D., COUNTY SUPERINTENDENT OF EDUCATION, and DAVID "GRUMPY" FARMER, PRESIDENT FOR THE BOARD OF EDUCATION, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, in the capacity therein set forth, and after having first been authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 9 day of June, 2021.



[Signature]
NOTARY PUBLIC

My commission Expires:

2/5/23

[Type here]

WITNESS OUR SIGNATURES this the 14th day of June, 2021.

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison

PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales

CLERK, RANKIN COUNTY BOARD OF SUPERVISORS

by: G. Flood DC



STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Jared Morrison, personally known to me to be the President of the Rankin County Board of Supervisors, and Larry Swales, personally known to me to be the Clerk of the Rankin County Board of Supervisors, who acknowledged to me that they signed and executed the above and foregoing Residential Lease Contract of Sixteenth Section Lands on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Supervisors, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 14th day of June, 2021. LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: [Signature], D.C.
NOTARY PUBLIC



My Commission Expires:
My Commission Expires Jan. 6, 2024

[Type here]

EXHIBIT A
DESCRIPTION

A 2.0 ACRE PARCEL OF LAND BEING SITUATED IN THE SE ¼ OF THE NW ¼ AND THE SW ¼ OF THE NE ¼ OF SECTION 16, T5N - R5E, RANKIN COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY AS FOLLOWS:

Begin at the intersection of the west line of the SW ¼ of the NE ¼ of Section 16, T5N - R5E, Rankin County, Mississippi with the southerly right of way line of Wadsworth Road run thence S 45 degrees East for 331.55 feet; run thence S 69 degrees West for 355.06 feet; run thence N 21 degrees West for 302.89 feet to the said right of way line of Wadsworth Road; thence along the said right of way line run 69 degrees East for 220.20 feet to the POINT OF BEGINNING.