



Rankin County Board of Supervisors

Regular Board Meeting

~ Minutes ~

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

Larry Swales
Chancery Clerk

Wednesday, September, 15, 2021 9:00 AM Rankin Board Room

I. Call to Order

9:00 AM Meeting called to order on September 15, 2021 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	President	Present	
Steve Gaines	Supervisor District 4	Present	
Brad Calhoun	Vice President	Present	
Jared Morrison	Supervisor District 1	Present	
Jay Bishop	Supervisor District 5	Present	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	
Larry Swales	Chancery Clerk	Present	

II. INVOCATION

EOC Director, Mike Word

III. PUBLIC COMMENTS AND RECOGNITION

- A. Recognition of Honorable Kent McDaniel, County Court Judge
- B. Motion to move item "O" under Section VIII. Craig Slay, Board Attorney

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- C. Acknowledgment of receipt of Letter of Certification from the Rankin County Election Commission certifying that only one person, Glenn Dixon, has qualified as a candidate to fill the currently vacant county district office of Constable District 2. Pursuant to Miss. Code Ann. Section 23-15-839, upon receipt of certification from the Election Commission that only one candidate has qualified for the special election to fill a vacancy in a county district office, the Board of Supervisors shall dispense with [regular special] election and [shall] appoint the certified candidate to fill the unexpired term. Appointment of Glenn Dixon whose address is 515 Springhill Crossing, Brandon, MS, 39047, to fill the unexpired term of the prior office holder for Rankin County Constable, District 2. Authorization of Clerk of the Board to take all actions and do all things necessary to certify the appointed candidate to the Mississippi Secretary of State's Office.

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Steve Gaines, Supervisor District 4

SECONDER:

Jay Bishop, Supervisor District 5

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

- D. Judge Ken McDaniel followed the appointment with the swearing in of Glenn Dixon as Constable District 2
- E. Mr. Dave Van, Executive Director, Region 8 Mental Health
- F. Mr. Charles Gualano - Proposed shooting range on Shiloh Road

*submitted signatures in opposition to become a permanent part of the minutes

IV. OLD BUSINESS

- A. Minutes Approval:
- A. September 7, 2021

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Steve Gaines, Supervisor District 4

SECONDER:

Jay Bishop, Supervisor District 5

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

V. CONSENT AGENDA

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Brad Calhoun, 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 \$7,717,307.63
- 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 August 2021

Appointment

- C. Approval to re-appoint Robert “Bob” Flaherty to the Reservoir Fire Protection District Board of Directors for a term of five year from October 1, 2021, to September 30, 2026
- D. Request approval to reappoint the following as a Representatives to serve their respective district and two at Large Members to serve on the Rankin County Human Resource Agency Board of Directors: Minetta Veazey (District 1); Johnny Logan (District 4) and Charles Holmes (District 5); Pam Sparks and Betty Stafford are the at large members currently serving on the Board of Directors. The terms of expirations will be decided with the advice of the Rankin County Board Attorney

Agreements and Grants

- E. Request authority for the Board of Supervisors to enter into a Database License Agreement with Zero to Three National Center for Infants, Toddlers and Families and authority for Board President or County Administrator or appropriate representative of Rankin County Youth Court to execute Zero to Three Data Base License Agreement**
- F. Authority for the Rankin County Sheriff's Department to enter to a State and Local Task Force Agreement with Drug Enforcement Administration and authority for the Sheriff to sign document**
- G. Approval of request from the Florence High School for the FY 2021 Recreational Funds (District 1) in the amount of \$4,947.00 as authorized by HB761 Regular Session; these funds will be used for a project at the Florence High School that will provide a and authority to issue check contingent on receiving required documents**
- H. Approval of request from the Chieftain Community Club of Pelahatchie for the FY 2021 Recreational Funds (District 4) in the amount of \$4,000.00 as authorized by HB761 Regular Session; these funds will be used for a project at the Pelahatchie High School that will provide a and authority to issue check contingent on receiving required documents**
- I. Approval of request from the Foundation for the Rankin County Public Schools for the FY 2021 Recreational Funds (District 4) in the amount of \$4,000.00 as authorized by HB761 2017 Regular Session; these funds will be used to purchase a sound system and installation cost for events held in the Pisgah High School Gymnasium and authority to issue check contingent on receiving required documents**
- J. Approval of request from the RBC Recreational Committee of Brandon, MS for the FY 2021 Recreational Funds (District 3) in the amount of \$10,000.00 as authorized by HB761 Regular Session; these funds will be used for a project to support the recreational needs to service the Robinhood Community that will provide opportunities for the youth of Rankin County and authority to issue check contingent on receiving required documents**
- K. Request approval of Assignment of Residential Leasehold Interest Contract of the Sixteenth Section Lands between Rankin County Board of Education and Square Development, LLC (Assignor) does hereby sell, convey and warrant unto City of Brandon, Mississippi (Assignee)**
- L. Request approval of Assignment of Commercial Leasehold Interest Contract of the Sixteenth Section Lands between Rankin County Board of Education and George M. Butts, JR (Assignor) does hereby sell, convey and warrant unto George M. Butts, JR and George M. Butts, III (Assignees)**
- M. Approval of Residential Lease Contract of the Sixteenth Section Trust Lands between Rankin County District and Ballardo Marin Agüero**
- N. Approval of Residential Lease Contract of the Sixteenth Section Trust Lands between Rankin County District and Results Magnet, LLC**
- O. Approval of Quitclaim Deed of Leasehold Interest in Sixteenth Section Trust Lands is hereby acknowledged, the undersigned Rankin Educational Trust does hereby quitclaim and convey unto the**

Trustees for the Rankin County School District and their Successors in Office

- P. Approval of Quitclaim Deed of Leasehold Interest in Sixteenth Section Trust Lands is hereby acknowledged, the undersigned Theresa Bennett does hereby quitclaim and convey unto the Trustees for the Rankin County School District and their Successors in Office**

Other

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

2. AUTHORITY TO ISSUE CHECKS:

Dues and Training Conferences

- A. Request of revised conference dates for Kathy Vanek to attend the Mississippi Association of Code Enforcement Educational Conference on October 19-22, 2021, at the Scarlet Pearl Casino Resort in D'Iberville, MS. The conference was originally scheduled for August 10-13, 2021, but was cancelled due to Covid. Registration and lodging remain the same as prior approved. The checks have already been issued. Pay any travel related expenses**
- B. Authority to pay registration fees in the amount of \$350.00 for Coroner David Ruth to attend the Mississippi Coroner Medical Examiner Association 2021 Fall Conference on October 19-22, 2021, at the Golden Nugget Hotel & Casino Resort in Biloxi, MS and pay lodging and any travel related expenses**
- C. Authority to pay the registration fee in the amount of \$200.00 for Under Sheriff Ken McBroom and Victoria Sebren to attend the 2021 Mississippi Crime Stoppers Training Conference on October 19-22, 2021, at the Imperial Palace Casino in Biloxi, Mississippi and authority to pay for meals and any travel related expenses for both (Crime Stoppers will pay one registration and one lodging for three nights)**

Advertising County Resources

- D. Authority to advertise county resources in the amount of \$250.00 to be listed as a sponsor on banner and program ad for Brandon Middle School Dog Jam on October 21, 2021**

3. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

- A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Johnny Overby (Transferring to Animal Control from Road Department, no change in pay) at Step 314; Samuel Tolible (Transferring to Adult Detention from Road Department, no change in pay) at Step 289; Tax Collector's Office: Jamie Goldman (New hire, Deputy Clerk/Solid Waste) at Step 252; Lizzy Long (New hire, Deputy Clerk) at Step 252; Brittney Phillips (New hire, Deputy Clerk) at Step 252; Meishauna Williams (New hire, Deputy Clerk) at Step 252**

4. 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 Executed Community Services Building Construction Contract (PDF)**

- 2. b Vardoc Executed Contract JM Wood Auction Company, Inc. (PDF)
- 3. c Vardoc Form of Agreement between Rankin County Board of Supervisors and Multi-Con, INC for WIC Renovation (PDF)
- 4. d Vardoc Letters of Opposition to the Gun Range on Shiloh Road(PDF)
- 5. e Vardoc Notice of Zoning Hearing for Alltel Corporation DBA Verizon (PDF)
- 6. f Vardoc Notice of Zoning Hearing for Marilyn Turnage (PDF)
- 7. g Vardoc Rankin Hinds Pearl River Flood and Drainage Control District Setting Millage Rate Fiscal Year 2022 (PDF)
- 8. h Vardoc Notice of Zoning Hearing for Yoni & Amie Diaz (Proof) (PDF)
- 9. i Vardoc Notice of Zoning Hearing Scott May (40 Acres) (Proof) (PDF)
- 10. j Vardoc Notice of Zoning Hearing for Scott May (Proof) (PDF)
- 11. k Vardoc Minutes August 16, 2021 (Proof) (PDF)
- 12. l Vardoc Minutes September 2, 2021 (Proof) (PDF)
- 13. m Vardoc Public Notice of 2020 Audit for Rankin County (Proof) (PDF)

VI. JOHN SULLIVAN, TAX ASSESSOR

A. Approval of Final Resolution for Ad Valorem Tax Exemptions for the 2021 Tax Year: Nucor Steel Jackson, Inc.; Spinal USA, Inc.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Vice President
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSTAIN:	Daniel Cross

VII. MIKE HARRISON, ROAD MANAGER

A. Request for approval of AT&T Utility Permit 14J00342N to construct a Fiber Optic Cable along across Lib Vanderford Road installed between Highway 541 Road and Just past Galilee Cut Off Road

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

B. Request for approval of CenterPoint Energy Utility Permit to construct a Natural Gas installed between Stump Ridge Road and Stull Road

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

C. Request for approval of CenterPoint Energy Utility Permit to construct a Natural Gas along across Stull Road and Highway 25 installed between Highway 25 and Stump Ridge Road

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

VIII. CRAIG SLAY, BOARD ATTORNEY

SET PUBLIC HEARINGS:

A. Set Public Hearing for September 30, 2021, at 9:00 a.m. for Everado Ramon Mosqueda Nuisance Property, 164 Tami Avenue (District 1)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Set Public Hearing for September 30, 2021, at 9:00 a.m. for Phong Pham & Anh Thi Thi Tran Nuisance Property, 3657 Highway 18 (District 3)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Set Public Hearing for September 30, 2021, at 9:00 a.m. for Doris H. Roberts Nuisance Property, 100 Langford Farms Drive (District 4)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Set Public Hearing for September 30, 2021, at 9:00 a.m. for Ouija Anderson Nuisance Property, 138 Bridlewood Drive (District 2)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

E. Set Public Hearing for September 30, 2021, at 9:00 a.m. for Michael S. Beckham Nuisance Property, 128 Cypress Lane (District 1)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

F. Set Public Hearing for October 4, 2021, at 9:00 a.m. for Alltell d/b/a Verizon Wireless Conditional Use Permit, 6399 Grants Ferry Road (District 5)

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

G. Set Public Hearing for October 4, 2021, at 9:00 a.m. for S. Armstrong Construction Conditional Use Permit, 2868 Highway 471 (District 2)

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

H. Set Public Hearing for October 4, 2021, at 9:00 a.m. for Marilyn Turnage Conditional Use Permit, 4087 Highway 471 (District 2)

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

I. **Set Public Hearing for October 4, 2021, at 9:00 a.m. for Scott May Rezoning Request, Old Lake Road (District 3)**

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

J. **Set Public Hearing for October 4, 2021, at 9:00 a.m. for Scott May Rezoning Request, Highway 43 N, (District 2)**

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

PUBLIC HEARINGS:

- K. **Public Hearing for Dependable Financial Services, LLC. Rezoning Request, Woodrow Martin Road (District 3)**
1. **Action on Dependable Financial Services, LLC - Approval with the following conditions:**
- a. **1800 square foot minimum of heat and cooled area**
 - b. **150 foot setback**
 - c. **Accessory structures, if any, will have to be placed behind the primary structure**
 - d. **No further subdividing of the lots without board authority**
 - e. **Manufactured homes are prohibited**
 - f. **All drainage impacts have to be addressed satisfactorily as a condition to the rezoning**

Board Attorney, Craig Slay, opened the public hearing. Andrew Jernigan, residing at 3112 Beaver Trail, spoke regarding the request. Hearing no further comment, Mr. Slay closed the public hearing.

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

- L. **Public Hearing for Hercules Concrete Pumping, Inc. Conditional Use Permit, South Pearson Road (District 1)**
1. **Action on Hercules Concrete Pumping, Inc.**

Board Attorney, Craig Slay, opened the public hearing. Mary Warren, residing at 2400 South Pearson Rd, spoke regarding the request. The applicant, Ray Carr, addressed the board with any questions regarding the request. Hearing no further comment, Mr. Slay closed the public hearing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

OTHER

- M. **Authorization to release bid security provided by Republic Services related to response to Rankin County Request for Proposals for Solid Waste Collection and Disposal**

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

- N. **Board Order Approving Assessment of Personal Property Ad Valorem Taxes Owed by Boardwalk Pipeline Partners, L.P., d/b/a Gulf South Pipeline (See Exhibit “A” attached) for tax years 2014 through 2021**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

IX. **KEITH HICKS, COUNTY ADMINISTRATOR**

- A. **Authority to authorize Board President to Execute agreement with Multi-Con, Inc. in the amount of \$124,258.00 for the renovation of the Rankin County Health Department building located at 401 Parkway Drive, Pearl, MS 39208**

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

- B. **In support of LaFourche Parish, LA the Rankin County Board of Supervisors authorizes the Rankin County Sheriff's Department to accompany deliveries of donations collected in Brandon and Pearl, MS for Hurricane Relief**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Vice President
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

X. **ADDITIONAL BUSINESS TO BE DISCUSSED**

- A. **Mike Word, EOC Director - addressed the board regarding CivicReady (mass messaging system)**

XI. **EXECUTIVE SESSION**

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jared Morrison, Supervisor District 1
SECONDER:	Brad Calhoun, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

B. Motion to go into Executive Session to discuss personnel and property acquisition

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

C. Motion to come out of Executive Session

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

D. Outcome of Executive Session
No action taken

XII. Motion to Recess Until September 30, 2021, at 9:00 a.m.

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

This the 15th Day of September, 2021



DANIEL CROSS, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS



LARRY SWALES, CLERK OF THE BOARD

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

Commending and Congratulating County Court Judge, Kent McDaniel On 24 Years of Faithful and Dedicated Service to Rankin County

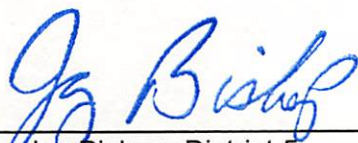
WHEREAS the Rankin County Board of Supervisors is the first to recognize the absolute necessity of wise, capable, faithful, and long-serving public servants elected to oversee our County Court as Judge; and,

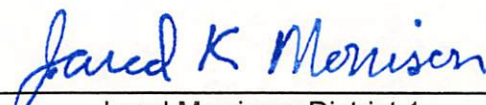
WHEREAS there is no greater example of a wise, capable, faithful and long-serving public servant than County Court Judge, Kent McDaniel, who is retiring after serving 24 years. Judge McDaniel's service to the citizens of Rankin County has been exemplary and a model of integrity, professionalism, and fairness in the search for truth and justice; and,

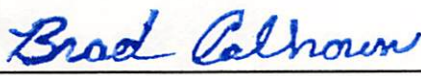
WHEREAS in recognizing Judge McDaniel's service to our citizens and government, it can be said that he has served Rankin County capably with an open door policy and willingness to provide advice and counsel in matters large and small. Judge McDaniel has guided our court system with an experienced, learned hand that has proven to be beneficial to the administration of justice among our citizens. Judge McDaniel's knowledge of the law and capable application of the law is extensive, rare and special. He will be missed and will be hard to replace.

NOW, THEREFORE, BE IT RESOLVED that the Rankin County Board of Supervisors congratulates and commends Judge Kent McDaniel on the occasion of his retirement following 24 years of faithful service as County Court Judge. The Board of Supervisors wishes Judge McDaniel and his family many years of happiness and fulfillment following his retirement. Thank you, Judge McDaniel, for the indelible mark of integrity, wisdom, character and good will you have left on each of us, as well as, your fine example of sacrificial public service to our wonderful county.

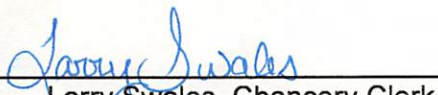
SO RESOLVED this the 15th day of September, 2021.


Jay Bishop, District 5


Jared Morrison, District 1


Brad Calhoun, District 3


Daniel Cross, District 2


Larry Swales, Chancery Clerk


Steve Gaines, District 4

State of Mississippi



Rankin County Election Commission

September 10, 2021

DISTRICT 1

Kelly Wedgeworth

(601) 238-5644

kwedgeworth@rankincounty.org

Rankin County Board of Supervisors

Daniel Cross, President

211 East Government Street, Suite A

Brandon, MS 39042

Re: Certification Required by Miss. Code Ann. Section 23-15-839

Vacancy in County District Office

Office of District 2 Constable

DISTRICT 2

Paul Holley

(601) 941-1173

pholley@rankincounty.org

Dear Mr. Cross:

DISTRICT 3

Tonya D. Rivers

(601) 573-9528

trivers@rankincounty.org

On behalf of the Rankin County Election Commission, please be advised that, pursuant to Miss. Code Ann. Section 23-15-839, the Board of Supervisors' previously notified the Rankin County Circuit Clerk and the Rankin County Election Commission that a vacancy exists in the Office of Rankin County Constable, District 2, by virtue of the retirement of the prior office holder. After receiving the notice of vacancy declared by the Board, the Circuit Clerk and Election Commission caused public notice to be published in accordance with Mississippi law advising potential candidates to fill the vacancy of the requirements and deadline to qualify for a special election to be held on the regular special election date of November 2, 2021.

DISTRICT 4

Michael Chandler

(601) 259-9491

kwedgeworth@rankincounty.org

DISTRICT 5

Trey Fontaine

(601) 624-9374

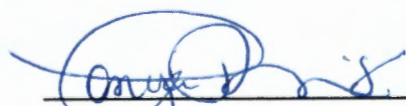
tfontaine@rankincounty.org

Pursuant to Miss. Code Ann. Section 23-15-839(2), this shall serve as certification to the Board of Supervisors that the deadline to qualify as a candidate for the special election for Rankin County Constable, District 2, expired on the 60th day preceding the regular special election date of November 2, 2021, and only one candidate, Glenn Dixon, has qualified as a candidate. Please advise should require additional information.

Sincerely

RANKIN COUNTY ELECTION COMMISSION

BY:


CHAIRMAN

TR

cc: Circuit Clerk
County Administrator

**Drug Enforcement Administration
New Orleans Field Division
STATE AND LOCAL TASK FORCE AGREEMENT**

COOPERATIVE STATE AND LOCAL AGREEMENT

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Rankin County Sheriff's Dept ORI#MS0610000 (hereinafter "RCSD "). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Jackson area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, the parties hereto agree to the following:

1. The Jackson Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.

2. To accomplish the objectives of the Jackson Task Force, the RCSD agrees to detail 1 experienced officers to the Jackson Task Force for a period of not less than two years. During this period of assignment, the RCSD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The RCSD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The RCSD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Jackson Task Force, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The RCSD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by RCSD during the term of this agreement.

For the Drug Enforcement Administration:

Brad L. Byerley

Special Agent in Charge

Date: _____

For the Rankin County Sheriff's Dept

Name _____

Date: _____

Title



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

5.1.F.a

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA, Jackson District Office
100 W. Capitol Street, Suite 1100
Jackson, MS 39269

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check ☐ if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Rankin County Sheriff's Department
221 North Timber Street
Brandon, MS 39042

2. Application Number and/or Project Name

DEA Jackson District Office

4. Typed Name and Title of Authorized Representative

Bryan Bailey, Sheriff

5. Signature

3. Grantee IRS/Vendor Number

6. Date



The Future of Netting

South Padre Island Nets, Inc.
2001 Amistad Dr.
San Benito, TX 78586-7732
USA

Tel: (866) 243-6387
Fax: (866) 421-9691
Federal EIN# 48-1267430
Resale Permit # 1-48-1267430-8

Quotation

Quote Number
130

Quote Date
Sep 3, 20

Page

Quoted to:

Cash Tendered Customer
South Padre Island Nets, Inc.
2001 Amistad Dr.
San Benito, TX 78586
Tel: 866-243-6387
Fax: 956-276-9691

Ship to:

FLORENCE HIGH SCHOOL
232 HWY 49 NORTH
JOSH ANDERSON
FLORENCE, MS 39073
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
CASH		Prepaid	CARLOS

Quantity	Item	Description	Unit Price	Extension
1.00	MISC. SPORT SPECIAL	LATEX TREADDED BACKSTOP NET (#21 GAUGE)	995.000	995.00
1.00	MISC. WAREHOUSE	MISC HARDWARE FOR FULL INSTALLATION OF BACKSTOP	820.000	820.00
1.00	MISC. WAREHOUSE	CUSTOM INSTALLATION INCLUDES: LIFT RENTAL, REMOVING CHAIN LINK, REMOVING EXTRA POST, INSTALLING BACKSTOP NET AND HARDWARE	3,220.000	3,220.00

Thank You Again,

PLEASE NOTE: The information contained on this document is confidential and protected from disclosure. If you are not the intended recipient or an agent responsible for delivery of this document to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this document is prohibited.

Subtotal	5,035.00
Sales Tax	
Freight	106.00
Total	5,141.00



160 Parkinson Drive - Richland, MS 39218
 1-800-895-2902 - Fax (601) 420-8442
 www.RichardsonAthletics.com
 E-mail: info@RichardsonAthletics.com

QUOTATION

Quote Number: 29549-1
 Quote Date: May 3, 2021
 Page: 1

Quoted To:

FLORENCE HIGH SCHOOL
 ACCOUNTS PAYABLE
 232 HWY 469 N
 FLORENCE, MS 39073

Ship To:

FLORENCE HIGH SCHOOL
 JOSH ANDERSON 601-845-2205
 232 HWY 49 NORTH
 FLORENCE, MS 39073

Customer ID	Good Thru	Payment Terms	Sales Rep
FLORENCEHS	6/2/21	Net 30 Days	BR

Quantity	Item	Description	Unit Price	Amount
1.00	BSCUST21	Nylon Backstop Net(#21) w/ Latex Treatment 2XT, Rope Border, Snap Links in Corners	971.000	971.00
1.00	MISCHD	Miscellaneous Hardware to include the following: 1/4" Galvanized Cable, Eye Bolts, Turnbuckles, Cable Clamps, Snap Links, Tie Wraps, 1/8" Rope, etc.	785.410	785.41
1.00	INST	Custom Installation to include the following: Take Down Chain Link, Cut Out Extra Poles, Install All Hardware Necessary and Hang Backstop Net. Attach Pole to Far End of Dugout to run cable to for support, Lift Rental Included in this amount	3,096.000	3,096.00
			Subtotal	4,852.41
			Sales Tax	
			Freight	94.00
			TOTAL	4,946.41

Thank you for considering Richardson Athletics for your equipment needs!

If paying with a Credit Card, there will be a 2.5% processing fee applied to the total.

Customer is responsible for unloading products off the truck at time of delivery. Customer is responsible for cost associated with any additional services requested of the trucking company. Some of these services include lift gate, change of address, inside delivery, etc. The trucking company may require a redelivery fee if the initial delivery is missed within normal operating hours.



Green Rush Fertilization and Weed Control, LLC.

Estimate No: 66
 Date: 08/25/2021
 For: Rankin County School District
 eric.smith@rcsd.ms

Estimate

P.O. Box 629
 Brandon, MS 39043
 (601) 382-4613
 greenrushturf@gmail.com

Description	Quantity	Rate	Amount
Irrigation System for Pelahatchie Baseball	1	\$0.00	\$0.00
7 zone system *			
Hunter Valves *			
Hunter heads I-25*			
Rainbird (indoor/outdoor) Controller*			
Schedule 40 - 2"			
Schedule 40- 1.5"			
Schedule 40- T's and elbows			
Multi Strand wire			
Expansion module			
Schedule 40 - Swing Joints			
1 year manufacturers warranty **			
Setting dugout posts x 4	1	\$0.00	\$0.00
*Center block will be core filled with concrete to anchor posts to the wall.			
*Posts will be set level			
*16 gauge galvanized metal x 8 (8 ft)			
Total	1	\$13,500.00	\$13,500.00

Subtotal	\$13,500.00
Total	\$13,500.00

Total	\$13,500.00
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Attachment: Recreational Fund Request from Pelahatchie High School, Inc. District 4 (RFA-2021-273 : Approval of Request from the Chieftain



5.1.H.a

ROBERT WEBB, OWNER
252 COUNTRY CLUE D
CANTON, MS 6
601-59 8
rob.webb@greenpointe n
LICENSE # 4

WEBB SPORTS TURF SERVICES

For: PELAHATCHIE HS
Eric.smith@rcsd.ms

Estimate No:

08/25

JOB DESCRIPTION Pelahatchie Baseball Field Irrigation Project

SCOPE OF WORK...

INSTALL 7 ZONE RAINBIRD IRRIGATION SYSTEM. INCLUDES PARTS, PIPE, AND LABOR....\$2,400 /ZONE

Quantity Rate Am

7 \$2,400.00 \$16,8

Subtotal \$16,8

Total \$16,8

Total \$16,800

Attachment: Recreational Fund Request from Pelahatchie High School, Inc. District 4 (RFA-2021-273 : Approval of Request from the Chieftain



105 Metroplex Blvd. ♦ Pearl MS 39208 ♦ www.soundcomav.com ♦ 601-957-5830

QUOTE

PROPOSAL PREPARED FOR: Michael Granberry

DATE: 09/08/2021

LOCATION: Pisgah HS Gymnasium

JOB DESCRIPTION: Sound System and installation

(4) 90x40 Peavey Speakers

(4) 60x40 Peavey Speakers

(1) QSC Amplifier

(1) Bluetooth Mixer

Total price of project installed: \$6,225.50

Please let me know if you have any questions.

Regards,

Keith Lofton

Keith Lofton
Owner



**P. O. Box 311
21032 Daugherty Road
Long Beach, MS 39560
Phone: 228-452-7070**

September 8, 2021

**Pisgah High School
Sandhill, MS**

ATTN: Coach Michael Granberry

RE: Quotation for Gym Sound System

Product	Qty.
Speakers by Peavey (40x90 coverage)	4
Speakers by Peavey (40x60 coverage)	4
QSC Amplifier Box	1
Alesis Blue-tooth Mixer	1
Installation Labor	1

Grand Total \$8,895.00

Thank you.

April Hardy
Rebel Sound Systems, Inc.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Pisgah High School Booster Club, Inc.	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	993556
Status:	Good Standing
Effective Date:	12/27/2011
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
 Session, Norman
 222 Port Arbor
 Brandon, MS 39047

Officers & Directors

Name	Title
Norman Session 222 Port Arbor Brandon, MS 39047	Incorporator

Date: September 13, 2021

To: Rankin County Supervisors

C/O Brad Calhoun

From: RBC Recreation

Contact: Janet Spears

601 940-7519

janetspears@comcast.net

Dear Rankin County Supervisors,

The RBC Recreation Committee would like to present a request for \$10,000 to support recreational items to serve the Robinhood Community located outside of Brandon City limits in Rankin County District 4.

This community is in dire need of extra-curricular activities for the youth in this area. RBC, being the only known 501 (c) 3 state recognized organization in the community wishes to be the responsible entity to provide recreational activities to the youth and their families. It is our plan to host a quarterly community event open to all residents of the Robinhood area. Our first event will be planned for the end of October.

The proposed recreational equipment has been researched to find the best quality for the best price, and many people have jumped in to help. Two of the items have a no compete, as Space Jump of Jackson is willing to sell us a Combo (Obstacle/Slide) Inflatable that they have an extra of for \$2000. A new one would cost us \$10,000+. It is in great shape. We have tried numerous times to receive a bid for a metal Pavilion from Reed's Metal and never received a return call. In comparison of online metal companies, Quality Metal in Terry was our best price.

The RBC Recreational Committee has developed an attached wish list for the considered \$10,000. recreational equipment financial support for our community. A separate account will be opened to manage all funds. Any guidelines for accountability will be presented to the Rankin County Board of Supervisors as instructed. Our committee will provide the installation of all posts and construction needs other than the pavilion at no cost. Again, we greatly thank you for the consideration to support our youth and the Robinhood community.

Sincerely submitted,

Janet Spears

RECREATION EQUIPMENT: (RBC Recreation Group)

ITEM	BID I
Volleyball setup (post, net regulation size)	\$299.99 Amazon
(Includes official size heavy duty net, hooks, post)	
Volleyballs (6 pk with pump)	\$49.95 Amazon
Cornhole (official) sets X 3 X \$150. each	\$450.00 Josh Steward
(Mr. Steward, a local vendor, makes these boards and they are made for indoor/outdoor use and are personalized)	
Popcorn machine	\$199.69 Amazon
Picnic Tables (\$289. each need 4)	\$1,156.00 Amazon
(These are heavy duty steel and poly textured outdoor tables)	
Safety Sign + post	\$280.00 Budget Signs
(This sign will host safety instructions for the use and upkeep of the recreational area)	
Camera Units (set of two)	\$99.00 Amazon
Horseshoe set	\$24.99 Walmart
65' Obstacle course with slide	\$2000.00 Space Jump of Jackson
(This double set inflatable has been offered by Space Jump of Jackson at a greatly reduced cost)	
Soccer Goals (set of 2)	\$165.98 Amazon
(Heavy duty soccer goals with nets are for outdoor use)	
Soccer Balls x 4	\$64.44 Amazon
Metal Pavilion (20' x 20')	\$3860.00 -Quality Metal Products
Metal Pavilion (installation)	\$560.00 Quality Metal Products
Concrete, Bolts, construction needs	\$155.00
(Free Shipping on all products)	

Best Price SUB- TOTAL = \$9,365.04

TAX = \$655.56

Total = \$10,020.60

ITEM	BID II
Volleyball setup (post, net regulation size)	\$309.99 Dick's
(Includes official size heavy duty net, hooks, post)	
Volleyballs (6 pk with pump)	\$59.95 Walmart
Cornhole (official) sets X 3 X \$150. Each	\$475 Amazon
Popcorn machine	\$225.53 Home Depot
Picnic Tables	\$1,220.00 Home Depot
(These are heavy duty steel and poly textured outdoor tables)	
Safety Sign + post	\$349.00 Signs First
(This sign will host safety instructions for the use and upkeep of the recreational area)	
Camera Units (set of two)	\$139.98 Best Buy
Horseshoe set	\$49.99 Amazon
65' Obstacle course with slide	\$6,795.00 Magic Jump
Soccer Goals (set of 2)	\$178.99 Dick's
(Heavy duty soccer goals with nets are for outdoor use)	
Soccer Balls x 4	\$74.99 Dick's
Metal Pavilion (20' x 20')	no compete
Metal Pavilion (installation)	no compete
Concrete, Bolts, construction needs	no compete
(Free Shipping on all products)	

Best Price SUB- TOTAL = \$9,878.42

TAX = \$691.49

Total = \$10,569.91



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
ROBINHOOD BAPTIST CHURCH, INC.	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	204364
Status:	Good Standing
Effective Date:	04/30/1981
State of Incorporation:	Mississippi
Principal Office Address:	LAKE ROAD, ROBINHOOD COMMUNITY BRANDON, MS

Registered Agent

Name
OLLEN G BROWN ROUTE 2 BOX 29 BRANDON, MS 39042

Officers & Directors

Name	Title
BILL HUTSON 317 MARTIN ROAD BRANDON, MS	Incorporator
GEORGE MOONEY 190 GLENWOOD DRIVE BRANDON, MS	Incorporator
OLLEN BROWN ROUTE 2 BOX 29 BRANDON, MS	Incorporator

REPORT OF ORGANIZATION

The Robinhood Baptist Church, Inc.
 on the 30 day of April 19 81, at Brandon, MS which was incorporated
 5 day of May by the election of 01len G. Brown, George Mooney and Bill Hutson, was organized on the
 in the County of Rankin

as Directors, and by the election of the following officers to serve for One
 year, to-wit. 01len G. Brown, President
 George Mooney, Vice President
 Bill Hutson, Secretary

The postoffice address of the President is Rt. 2, Box 29, Brandon, MS
 The postoffice address of the Secretary is 317 Martin Road, Brandon, MS

I 01len G. Brown, who was elected
 President of the Robinhood Baptist Church, Inc.
 on the 5 day of May 19 81, do hereby certify that the
 foregoing report of the organization of said Company is correct and true.

ATTEST: /s/ Bill Hutson
 Filed and Recorded Secretary
 May 20, 1981

/s/ 01len G. Brown President.

16-5-3
SE



Book:2021 Page:24057-24066
DEED
RCD: 09/15/2021 @01:56:46 PM
Rankin County, MS
Larry Swales Chancery Clerk

Prepared by:
Marilyn Johnson
16th Section Land Manager
200 School Rd.
Brandon, MS 39042
(601)824-5147

Return to:
Marilyn Johnson
16th Section Land Manager
200 School Rd.
Brandon, MS 39042
(601) 824-5147

ASSIGNMENT OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of Ten & 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, I,

SQUARE DEVELOPMENT LLC
667 HIGHWAY 51, SUITE A
RIDGELAND, MS 39157
(601) 707-5196

“Assignor”,

do hereby sell, convey and warrant unto

CITY OF BRANDON, MISSISSIPPI
1000 MUNICIPAL DRIVE
BRANDON, MS 39042
(601) 825-5021

hereinafter referred to as “Assignee”, the unexpired leasehold interest in and to that certain Sixteenth Section Trust property situated in Rankin County, Mississippi, and more particularly described as follows:

See EXHIBIT “A”

Attached hereto and made a part hereof

Indexing instructions: 0.44 ± acres situated in the SE¼ of Section 16 Township 3 North Range 5 East, being Tax Parcel Number I8J-52.

The leasehold interest of **Assignor** in the above described property exists by virtue of, and is subject to the certain **Commercial Lease Contract of Sixteenth Section Lands** recorded in **Deed Book 2013 at Page 25702** of the records of the Chancery Clerk of Rankin County, Mississippi.

By virtue of its approval of this **Assignment of Commercial Leasehold Interest**, the **Rankin County Board of Education** does hereby and forever release **Assignor** herein from any further duties or obligations, financial or otherwise, previously imposed upon **Assignor** under the terms and provisions of the **Commercial Lease Contract**, which is the subject of this **Assignment**.

By acceptance of this **Assignment of Commercial Leasehold Interest**, Assignees do hereby agree to abide by all of the terms and conditions set forth in the **Commercial Lease Contract** recorded in **Deed Book 2013 at Page 25702** of the records of the Chancery Clerk of Rankin County, Mississippi.

**** Rankin County School District does not warrant title and is hereby held harmless from any and all title disputes that may arise from the preparation or approval of this assignment.**

WITNESS MY SIGNATURE as ASSIGNOR this the 26 day of August 2021.

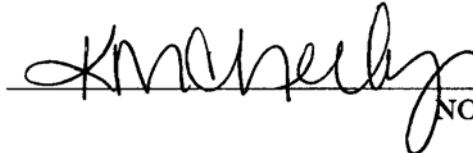
SQUARE DEVELOPMENT, LLC


BY: ADAM SAVAGE, MEMBER OF GS PROPERTIES LLC,
MEMBER OF SQUARE DEVELOPMENT LLC

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Adam Savage, personally known to me to be MEMBER of GS PROPERTIES LLC, MEMBER of SQUARE DEVELOPMENT LLC, who acknowledged unto me that he did sign, execute and deliver the above and foregoing Assignment of Commercial Leasehold Interest on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of SQUARE DEVELOPMENT LLC, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 26 day of August, 2021.


NOTARY PUBLIC

My Commission Expires:



WITNESS MY SIGNATURE as ASSIGNOR this the 26 day of August 2021.

SQUARE DEVELOPMENT, LLC

BY: [Signature]
 BY: JAMES R. WIER, JR., MEMBER OF WBA INVESTMENTS, LLC,
 MEMBER OF SQUARE DEVELOPMENT LLC

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, James R. Wier, Jr., personally known to me to be MEMBER of WBA INVESTMENTS, LLC, MEMBER of SQUARE DEVELOPMENT LLC, who acknowledged unto me that he did sign, execute and deliver the above and foregoing Assignment of Commercial Leasehold Interest on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of SQUARE DEVELOPMENT LLC, after having been first duly authorized so to do.

STATE OF MISSISSIPPI
 COUNTY OF RANKIN

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 26 day of August, 2021.

[Signature]

NOTARY PUBLIC

My Commission Expires:



WITNESS MY SIGNATURE as ASSIGNOR this the 26th day of August 2021.

SQUARE DEVELOPMENT, LLC

Josh Thrash

BY: JOSH THRASH, MEMBER OF RANKIN COUNTY INVESTMENTS, LLC,
MEMBER OF SQUARE DEVELOPMENT LLC

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Josh Thrash, personally known to me to be MEMBER of RANKIN COUNTY INVESTMENTS, LLC, MEMBER of SQUARE DEVELOPMENT LLC, who acknowledged unto me that he did sign, execute and deliver the above and foregoing Assignment of Commercial Leasehold Interest on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of SQUARE DEVELOPMENT LLC, after having been first duly authorized so to do.

STATE OF MISSISSIPPI
COUNTY OF RANKIN

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 26th day of August, 2021.



[Signature]
NOTARY PUBLIC

My Commission Expires: _____

WITNESS MY SIGNATURE as ASSIGNOR this the 26 day of August 2021.

SQUARE DEVELOPMENT, LLC

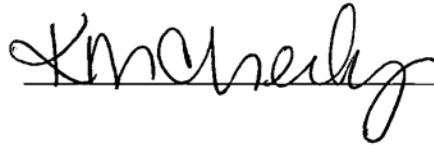


BY: BRENT ALLEN LEACH, MEMBER OF BAL PROPERTIES LLC,
MEMBER OF SQUARE DEVELOPMENT LLC

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Brent Allen Leach, personally known to me to be MEMBER of BAL PROPERTIES LLC, MEMBER of SQUARE DEVELOPMENT LLC, who acknowledged unto me that he did sign, execute and deliver the above and foregoing **Assignment of Commercial Leasehold Interest** on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of SQUARE DEVELOPMENT LLC, after having been first duly authorized so to do.

STATE OF MISSISSIPPI
COUNTY OF RANKIN

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 26 day of August, 2021.



NOTARY PUBLIC

My Commission Expires: _____



WITNESS MY SIGNATURE as ASSIGNEE this the 25th day of August, 2021.

CITY OF BRANDON, MISSISSIPPI

BY: *Butch Lee*
 BUTCH LEE, MAYOR
 CITY OF BRANDON,
 MISSISSIPPI

ATTEST:

Angela Bean
 ANGELA BEAN, CITY CLERK
 CITY OF BRANDON,
 MISSISSIPPI

STATE OF MISSISSIPPI
 COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named BUTCH LEE, personally known to me to be the Mayor of the City of Brandon, Mississippi, and ANGELA BEAN, personally known to me to be the Clerk of the City of Brandon, Mississippi, who acknowledged unto me that they did sign, and executed the above and foregoing Assignment of Commercial Leasehold Interest of Sixteenth Section Lands on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the City of Brandon, Mississippi, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 25th day of August, 2021.



[Signature] NOTARY PUBLIC

My Commission Expires: _____

APPROVED BY THE RANKIN COUNTY BOARD OF EDUCATION on this the 8 day of September, 2021.

Sue Townsend

Sue Townsend, Ph.D., Superintendent of Education

David G. Farmer

David G. Farmer, President, Rankin County Board of Education

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., Superintendent of Education*, personally known to me that he is the Superintendent of Education for the Rankin County School District, and *David G. Farmer, President, Rankin County Board of Education*, personally known to me to be President of the Rankin County Board of Education, who acknowledged unto me that they did sign, execute and delivered the above and foregoing Assignment of Commercial Leasehold Interest on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Education, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 8 day of September, 2021.

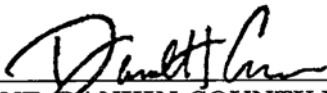


Tammie Richardson

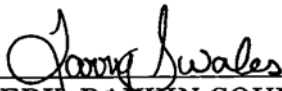
NOTARY PUBLIC

My Commission Expires:

2/5/23

RANKIN COUNTY BOARD OF SUPERVISORS:


PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

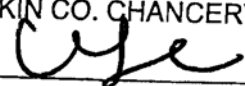


CLERK, RANKIN COUNTY BOARD OF SUPERVISORS

by  D.C.STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Daniel H. Cross, 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 ASSIGNMENT of a COMMERCIAL Lease Agreement 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 15th day
of September, 2021.

LARRY SWALES
RANKIN CO. CHANCERY CLK.By: , D.C.

NOTARY PUBLIC



My Commission Expires:
My Commission Expires Jan. 6, 202

EXHIBIT A

A parcel of land situated in the Southeast Quarter of Section 16, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi, being more particularly described as follows:

Beginning on the North Line of Government Street (U.S. Highway 80) at the intersection of the West Line of Felicity Street with the North Line of Government Street (U.S. Highway 80) and run thence West along the North Line of Government Street (U.S. Highway 80) for 189.5 feet to a point; thence go North 100 feet to a point; thence go East 189.5 feet to the West line of Felicity Street; thence go South for 100 feet, more or less, to the point of beginning. A parcel of land containing .44 acres, more or less.



16-53
SE



Book:2021 Page:24067-24074
DEED
RCD: 09/15/2021 @01:58:57 PM
Rankin County, MS
Larry Swales Chancery Clerk

Prepared by:
Marilyn Johnson
16th Section Land Manager
200 School Rd.
Brandon, MS 39042
(601)824-5147

Return to:
Marilyn Johnson
16th Section Land Manager
200 School Rd.
Brandon, MS 39042
(601) 824-5147

ASSIGNMENT OF COMMERCIAL LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of Ten & 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, the undersigned,

GEORGE M. BUTTS, JR.
211 Crescent Drive
Brandon, MS 39047
(601) 398-8335
"Assignor",

does hereby sell, convey and warrant unto

**GEORGE M. BUTTS, JR., and
GEORGE M. BUTTS, III**
446 Brookstone Drive
Madison, MS 39110
(601) 398-8335
martybutts@ATT.net

as joint tenants with full rights of survivorship and not as tenants in common,

hereinafter referred to as "Assignee", the unexpired leasehold interest in and to that certain Sixteenth Section Trust property situated in Rankin County, Mississippi, and more particularly described as follows:

See EXHIBIT "A"

Attached hereto and made a part hereof

Indexing instructions: 0.50 ± acre situated in the NW ¼ of the SE ¼ of Section 16 Township 5 North Range 3 East, being Tax Parcel Number I8J-13.

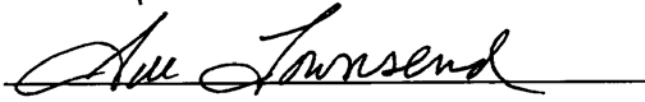
The leasehold interest of **Assignor** in the above described property exists by virtue of, and is subject to the certain **Commercial Lease Contract of Sixteenth Section Lands** recorded in **Deed Book 2018 at Page 16523-16528** of the records of the Chancery Clerk of Rankin County, Mississippi.

By virtue of its approval of this Assignment of Commercial Leasehold Interest, the **Rankin County Board of Education** does hereby and forever release **Assignor** herein from any further duties or obligations, financial or otherwise, previously imposed upon **Assignor** under the terms and provisions of the **Commercial Lease Contract**, which is the subject of this **Assignment**.

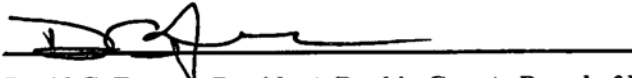
By acceptance of this Assignment of Commercial Leasehold Interest, Assignee does hereby agree to abide by all of the terms and conditions set forth in the **Commercial Lease Contract** recorded in **Deed Book 2018 at Page 16523-16528** of the records of the Chancery Clerk of Rankin County, Mississippi.

**** Rankin County School District does not warrant title and is hereby held harmless from any and all title disputes that may arise from the preparation or approval of this assignment.**

APPROVED BY THE RANKIN COUNTY BOARD OF EDUCATION on this the 8 day of September, 2021.



Sue Townsend, Ph.D., Superintendent of Education



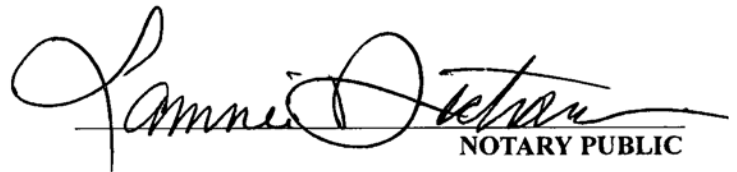
David G. Farmer, President, Rankin County Board of Education

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., Superintendent of Education*, personally known to me that he is the Superintendent of Education for the Rankin County School District, and *David G. Farmer, President, Rankin County Board of Education*, personally known to me to be President of the Rankin County Board of Education, who acknowledged unto me that they did sign, execute and delivered the above and foregoing Assignment of Commercial Leasehold Interest on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Education, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 8 day of September, 2021.




NOTARY PUBLIC

My Commission Expires:

2/5/23

WITNESS MY SIGNATURE as ASSIGNOR this the 11th day of August 2021.

George M Butts Jr.
George M. Butts, Jr.

STATE OF MISSISSIPPI

COUNTY OF Rankin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **GEORGE M. BUTTS, JR.** personally known to me and acknowledged unto me that he did sign, execute and delivered the above and foregoing **Assignment of Commercial Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 11th day of

August, 2021.

Marilyn Johnson

NOTARY PUBLIC

My Commission Expires:

2-5-2025



WITNESS MY SIGNATURE as ASSIGNEE this the 11th day of August, 2021.

George M. Butts, Jr.
George M. Butts, Jr.

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

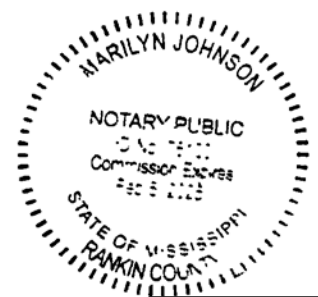
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named GEORGE M. BUTTS, JR. who acknowledged unto me that he did sign, execute and deliver the above and foregoing **Assignment of Commercial Leasehold Interest** on the day and year therein mentioned, in the capacity therein set forth, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 11th day of August, 2021.

Marilyn Johnson
NOTARY PUBLIC

My Commission Expires:

2-8-2025



WITNESS MY SIGNATURE as ASSIGNEE this the 16th day of August, 2021.

George M. Butts III
George M. Butts, III

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named GEORGE M. BUTTS, III, who acknowledged unto me that he did sign, execute and deliver the above and foregoing **Assignment of Commercial Leasehold Interest** on the day and year therein mentioned, in the capacity therein set forth, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 16 day of August, 2021.

Charlyn F. Dean
NOTARY PUBLIC
STATE OF MISSISSIPPI
My Commission Expires:
ID # 59877
CHARLYN F. DEAN
Commission Expires
May 16, 2025
MADISON COUNTY

RANKIN COUNTY BOARD OF SUPERVISORS:

Daniel H. Cross
 PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
 CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
by *Officer*



STATE OF MISSISSIPPI
 COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned, authority in and for the jurisdiction aforesaid, the within named *Daniel H. Cross*, 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 ASSIGNMENT of a COMMERCIAL Lease Agreement 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 *15th* day
 of *September*, 2021.



LARRY SWALES
 RANKIN CO. CHANCERY CLK.
 By: *C. J. [Signature]*, D.C.
 NOTARY PUBLIC

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

EXHIBIT A**Description Parcel I8J-13**

Being situated in the SE ¼ of Section 16, T5N - R3E, Brandon, Rankin County, Mississippi and being more particularly described as follows:

Commence at the Northwest corner of the SE ¼ of said Section 16 and run thence South, 890.67 feet; run thence East, 923.50 feet to an iron bar marking the intersection of the Southern R.O.W. line of U.S. Highway 80 with the new East R.O.W. line of Overby Street as described in Deedbook 508 at Page 27 of the Chancery Records of Rankin County, Mississippi and the Point of Beginning for the property herein described; run thence 54 degrees 78 feet 53 inches E, along the said new East R.O.W. line of Overby Street, 168.61 feet to an iron bar; run thence 586 degrees 12 feet 22 inches E, 108.67 feet to an iron bar; run thence N3 degrees 42 feet 22 inches W, 123.98 feet to the Southern R.O.W. line of U.S. Highway 80; run thence North-Westerly, clockwise, along the arc of a curve in the Southern R.O.W. line of U.S. Highway 80, 124.76 feet to the Point of Beginning, said curve having the following characteristics: central angle of 3 degrees 00 feet 58 inches, radius of 2370.146 feet and chord bearing and distance of N65 degrees 35 feet 07 inches W, 124.75 feet.



14

16-6-4
S 1/2

Book:2021 Page:24078-24091
DEED
 RCD: 09/15/2021 @02:03:26 PM
 Rankin County, MS
 Larry Swales Chancery Clerk

Prepared by:
 Rankin County School District
 Sixteenth Section Land Management Office
 200 School Rd.
 Brandon, MS 39042
 (601) 824-5147

Return to:
 Rankin County School District
 Sixteenth Section Land Management Office
 200 School Rd.
 Brandon, MS 39042
 (601) 824-5147

**RESIDENTIAL LEASE
 CONTRACT OF SIXTEENTH SECTION TRUST LANDS
 SECTION 16 - TOWNSHIP 5 NORTH - RANGE 3 EAST**

**STATE OF MISSISSIPPI
 COUNTY OF RANKIN**

THIS AGREEMENT, made and entered into this the 10th day of SEPTEMBER 2021, by and between the **RANKIN COUNTY BOARD OF EDUCATION**, hereinafter referred to as "**LESSOR**"

**Rankin County School District
 P.O. Box 1359
 Brandon, MS 39043
 (601)825-5590**

and

**Ballardo Marin Aguero
 Amariluz Echavarria Villalobos
 315 Busick Pond Rd.
 Brandon, MS 39042
 (601) 942-9665
 Email: bayomarin@gmail.com**

as joint tenants with full rights of survivorship and not as tenants in common,
 hereinafter referred to as "**LESSEE**",

THAT, FOR THE TERM AND CONSIDERATION of the rentals hereinafter set forth and other good and valuable considerations the receipt and sufficiency of all of which being hereby acknowledged, **LESSEE** and the **RANKIN COUNTY BOARD OF EDUCATION** and **SUE TOWNSEND, Ph.D.**, in her official capacity of **SUPERINTENDENT OF EDUCATION** of **RANKIN COUNTY, MISSISSIPPI**, do hereby covenant, contract, lease and agree as follows, to wit:

- I. Upon execution by the parties named herein, LESSOR hereby leases and rents unto the LESSEE under the conditions, terms and at the rental herein specified, the following described land situated in Rankin County, Mississippi:

SEE EXHIBIT "A"

Attached hereto and made a part hereof by reference.

Indexing Instructions: 0.50 ± acres situated in the SE ¼ of the NW ¼ of Section 16 Township 5 North, Range 3 East, Rankin County, Mississippi being Tax Parcel I8J-77-11.

- II. The term of this Lease shall be for FORTY (40) years.

Beginning on: September 10, 2021
Terminating on: September 09, 2061

At which time the LESSEE shall have a prior right, exclusive of all other persons, to re-lease said property for a term not to exceed twenty-five (25) years, at an annual rental based on the prevailing rates of interest and appraised fair-market value of the land, appraised at its highest and best economic use at the expiration of each seven (7) year period or other term referred to herein, excluding buildings and improvements not then owned by LESSOR, provided, however, that the execution of a new Lease shall be required to effectuate the additional extension Lease period and the provisions of all applicable statutes setting forth the procedure and requirements for the execution of a Lease for Sixteenth Section lands or lieu-lands shall be satisfied. That such extension or right to re-lease shall be subject to all laws, statutes and judicial decisions existing at such time, and said "re-lease" right shall be executed in accord therewith.

- III. LESSEE does covenant and agree to pay as rent to the LESSOR the sum of:

Nine Hundred Dollars and No/100 cents (\$900.00)

per year or annum, in advance, on or before the anniversary of this Lease each year, subject to the rent adjustment clause hereafter included. THE FAILURE ON THE PART OF THE LESSEE TO PAY SUCH ANNUAL RENTAL PAYMENTS AS AND WHEN DUE, AND TO REMAIN IN DEFAULT FOR SIXTY (60) DAYS, SHALL RESULT IN THIS LEASE BEING DECLARED TERMINATED AS PROVIDED BY LAW, SUCH ANNUAL RENTAL BEING BASED THIS DAY UPON CURRENT RATES OF INTEREST AND/OR AN ESTIMATED FAIRMARKET RENTAL VALUE OF THE HEREINABOVE DESCRIBED PROPERTY SUCH RENTAL VALUE BEING BASED UPON, IN PART, THE APPRAISAL ANALYSIS OF M.A.I. APPRAISER, J. NEIL PARKER OF FLOWOOD, MISSISSIPPI (See Exhibit "B" appraisal of J. Neil Parker).

IV. At or after the 7th anniversary date of the commencement of this Lease agreement, and at a like time every 7 years thereafter during the primary or renewal term of this lease, LESSOR shall have a reappraisal associated with the prevailing interest rates or fair market value or fair market rental value of the subject property at its expense and shall make a determination of a reasonable annual rental. Such reevaluation and reappraisal shall be based upon the highest and best economic use, which can be made of the subject property for the benefits of the School District. The reappraisal shall establish the fairmarket value or fairmarket rental value of the property based upon the highest and best economic use. Buildings and other improvements upon the property and not owned by LESSOR shall be excluded from the reappraisal evaluation. Where appropriate, and as required by the law, the reappraisal shall establish a new fairmarket value or fairmarket rental value of the property and establish a new reasonable current percentage of income on real estate investments for the purpose of determining fairmarket annual ground rental, such percentage of income to be minimum of five percent (5%) of the said reappraised fairmarket value as required by law. The amount of the rental so determined as of the 7th anniversary date shall be paid for the next succeeding 7 years, and rent so determined as of the 14th anniversary date shall be paid for the next succeeding 7 years, at which time there shall be a new appraisal and reconsideration of the annual rent as aforesaid, and so on, for the balance of the primary and renewal lease terms.

(a.) Any reappraised adjustments of the fairmarket value or annual rental regarding the subject property shall be binding upon the LESSOR and LESSEE.

(b.) Should the appraisal procedure of determining fairmarket value or annual ground rental result in an increase, over and above the initial ground rentals determined at the beginning of this Lease or the preceding 7 year interval, LESSEE, within thirty (30) days, after receiving notice of the increase, shall have the additional right to request appraisals by three (3) qualified MA.I. (Member of the Appraisal Institute) or S.R.E A. (The Society of Real Estate Appraisers) appraisers to be appointed in the following manner:

(1.) THE BOARD OF TRUSTEES shall appoint one (1) qualified appraiser and the LESSEE shall appoint a second such qualified appraiser. The first two (2) appraisers so appointed will then mutually select a third appraiser. Such appointments shall be made promptly and the appraisers shall have a reasonable time to appraise the leased premises.

The three (3) appraisers shall each determine a current annual ground rental value based upon the fairmarket value of the land and a reasonable percentage of return on land investments in the area at that time. The average of the three (3) appraisals shall then be established for purposes of rent adjustments to be applicable for the succeeding 7 years.

(c.) LESSEE, however, shall then have the choice of selecting the lesser amount of annual ground rental determined either by the initial Board of Education appraisal or

the amount of annual ground rentals determined by the three (3) separate appraisers appointed upon the request of **LESSEE**.

(d.) In the event the **LESSEE** request that the three (3) additional appraisals be made, all such appraisals shall be made at the **Lessee's expense**.

(e.) The annual ground rentals on any adjustment dates shall not be reduced below the amount established upon the initial date of this lease except upon determination by the appraisals made under the procedures as outlined above.

(f.) The amount of rent determined in the above manner shall be promptly remitted upon conclusion of these rental adjustment procedures and not later than thirty (30) days from the final date of reappraisal.

- V. Lessee covenant and agree to timely pay any and all past, recent or future general taxes and special assessments, if any there be, applicable to the property described in **Exhibit "A"** attached hereto, 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 or any other fees so determined by law. **LESSEE** covenants that the **LESSEE** has made appropriate inquiry of the Tax Assessors Office to the **LESSEE'S** satisfaction as to the payment or nonpayment of all such past, present or future taxes.
- VI. Prior to subleasing or assignment of this Lease, or any part of the property herein described, **LESSEE** shall secure approval of the **Board of Education**, in writing, and permission to sublease or assign shall not be arbitrarily or unreasonable withheld.
- VII. The parties herein expressly agree that if **DEFAULT** shall be made in the payment of any tax assessment or rent due to be made pursuant to this Lease, then and in any such event of **DEFAULT**, it shall be lawful for the **LESSOR** to enter upon such premises, or any part thereof upon **LESSOR'S** thirty (30) days' written notice to **LESSEE**, at **LESSEE'S** last known address, either with or without process or law, to reenter and reposes same, and to distrain for any rent or assessment that may be due thereon, at the election of the **LESSOR**, but nothing herein is to be construed to mean that the **LESSOR** is not permitted to hold said **LESSEE** liable for any unpaid rent or assessment then due or to become due at that time. As to all other conditions, covenants and obligations imposed on the **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 to recover damages, if any, including reasonable expenses or litigation and a reasonable attorney's fee, which **LESSEE** expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after default by **LESSEE**.
- VIII. In the event of any **FORFEITURE, DEFAULT** or **CANCELLATION** ON this Lease or termination of the term as aforesaid, said **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 and all agreements and covenants on the LESSOR'S behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if the Lease had not been made. In addition thereof, the 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 nonfulfillment or nonperformance of the terms and conditions of this Lease.

Immediately upon the termination of this Lease, whether by **DEFAULT**, **LIMITATION** or **FORFEITURE**, the LESSOR shall be entitled to take possession of said property and all LESSOR owned improvements thereof absolutely, custom, usage, or law to the contrary notwithstanding. Any removal or property from the lease premises shall be accomplished so as to leave said property in a condition satisfactory to LESSOR. The LESSEE shall remove all of LESSEE'S property within thirty (30) days of said event only if all rentals due hereunder have been paid in full. Any such building or personal property not so removed shall thereupon be property of LESSOR.

- IX. The LESSEE shall be responsible for any damages that may be caused to LESSOR'S property by the activities of the LESSEE under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the leased property or in the vicinity thereof, against fire, damage or waste from any and all other causes. The LESSEE **SHALL NOT** cut or remove any timber from said property without the express written consent of the BOARD OF EDUCATION.
- X. LESSEE agrees to hold and save harmless, protect and indemnify LESSOR from any and against any and all loss, damages, claims, suits for action at law, judgments and costs, including attorney's fees, which may arise or grow out of any injury or death of persons, or connected with the LESSEE exercise of any right granted or conferred hereby, or the LESSEE'S use, or maintenance of the premises, whether sustained by LESSEE, their respective agents or employees, or by any other persons, or corporations which seek to hold LESSOR liable.
- XI. Notwithstanding any provisions of this Lease containing a **DEFAULT** provision, any present or future holder or a mortgage or deed of trust representing money loaned on these facilities or premises, shall have the right of a sixty (60) day notice of **DEFAULT** within to cure and **DEFAULT** which may be cured by payment of money. In addition, for any other **DEFAULT** for which a forfeiture of said lease 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 sixty (60) days to either request the correction of such **DEFAULT** or in lieu thereof, to protect itself through the exercise of power of sale and thereby acquire a leasehold in said property and by paying all delinquent sums due under the terms of this Lease unto **SCHOOL BOARD (LESSOR)**. LESSEE hereby covenants and agrees to notify the LESSOR by **certified mail in writing** of the existence of all such mortgages, deeds of trust or other secured encumbrance, and that, in the absence of such notice, LESSOR has no obligation whatsoever to notify any such holder of said encumbrance.
- XII. LESSEE shall have quiet and peaceful possession of aid property so long as compliance is made by LESSEE with the terms of this agreement.

- XIII. It is expressly agreed by and between the parties that the **LESSEE** will not make any alteration upon the said property without the express written consent of the **LESSOR** and the **LESSEE** will not occupy or use, nor permit to be occupied or use the said property for any business deemed extra hazardous on account of fire or otherwise; nor will the **LESSEE** permit the same to be used for any immoral or unlawful purposes. **LESSEE** also covenants and agrees to maintain the said premises in a neat and orderly manner and to refrain from creating or maintaining any nuisances.

This lease agreement is executed subject specifically to all facts and conditions as would be revealed by a competent title examination of the land and property by Lessee's attorney of his own choosing and expense, or by a competent survey by a licensed engineer and surveyor of Lessee's own choosing and expense, and a competent inspection of the premises by Lessee or Lessee's agents and subject to both recorded and unrecorded easements or servitudes of record or not of record and all public or private utility lines, including but not limited to underground gas, water, sewer, telephone or fiber optic lines or cables, regardless of visibility.

- XIV. The **LESSEE** hereby covenants and agrees that if any execution or process is levied upon said premises or if a petition of bankruptcy, receivership or like or similar proceedings is filed by or against the **LESSEE** in any court of competent jurisdiction, the **LESSOR** shall have the right, this option, to cancel this Lease and to release the subject property without further notification or responsibility to the **LESSEE** or any mortgage holder.

The **LESSOR** further covenant and agree that this lease and the interest of the **LESSEE** hereunder shall not, without the written consent of the **LESSOR** first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought by or against said **LESSEE**.

- XV. The **LESSEE** further covenants and agrees that this Lease and interest of the **LESSEE** **SHALL NOT** include any mineral, oil, gas, coal, lignite or other subterranean right **WHATSOEVER**.
- XVI. **LESSOR** reserves and excepts from said Lease all oil, gas, minerals or timber, now or during the term, being situated in, or under said property 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.
- XVII. If and in the event that the subject property hereinabove described, or any part thereof, becomes the subject of eminent domain, condemnation or like proceedings of any kind whatsoever, then it is hereby agreed as part of the consideration of this lease and the mutual covenants and obligations herein contained and contemplated, the **LESSOR, RANKIN COUNTY BOARD OF EDUCATION**, shall be immediately, exclusively and solely entitled to receive all monies or benefits offered to be paid for compensation or damages of any kind, past, present and future, by the condemning party,

persons or corporations. At such time, the LESSEE or their possible heirs, beneficiaries, or assigns hereunder shall only be entitled to be refunded by said **School District** a prorata return of the unused portion of the annual rent previously paid hereunder or to become due annually hereunder, based upon the calculation of the acreage or square footage of the property condemned. After calculation of the acreage or square footage to be condemned and so as to fairly adjust the annual rental to become due after said condemnation, either party hereto shall have the right to have the remaining portion of the property, which has not been condemned, reappraised for a determination of a new fairmarket value and recalculation of a new annual rental to become due hereunder, in accord with the reappraisal terms set forth above, said fairmarket value redetermination to include consideration of the benefits and/or liabilities associated with the proposed condemnation project, as the same may affect fairmarket value consideration of every kind or nature.

After payment by the condemnor of all the aforesaid monies or benefits, representing damages of any kind to the **Rankin County School District**, said property so affected shall as aforesaid be reappraised and a new annual rental thereupon determined as provided; all parties now or hereafter leasing or subleasing all or any part of the subject property hereby waiving any further financial rights of any kind to the compensation to be paid as aforesaid by condemning party.

By acceptance hereof, LESSEE'S heirs, agent or assigns, as to the subject property or any part hereof, hereby agreeing, covenanting, and contracting that the condemning party shall be these presents have full and plenary power and authority to pay unto said **School District** full fair-market value and all proceeds or monies otherwise due to any party hereunder because of said condemnation.

All provisions of this Lease shall hereafter be construed as covenants running with the land and any and all parties hereafter acquiring or having any interest in and to any portion of the above described property shall be bound by the terms and conditions crested by virtue of this Lease.

- XVIII. LESSEE shall hereafter be bound and shall hereafter abide by all laws, statutes and judicial decisions of courts of competent jurisdiction associated with **Sixteenth Section Lands**.
- XIX. LESSEE herein agree and understand that only **one residence or habitable dwelling** shall be allowed to be situated upon the property described in **EXHIBIT "A"** attached hereto and that failure of LESSEE to comply with this provision shall entitle LESSOR to **terminate this Lease**, at LESSOR'S option, and to recover such other or further claims to which LESSOR may otherwise be entitled by law, including specific performance of this Lease.
- XX. LESSEE shall abide by all county zoning and/or ordinances and that failure of LESSEE to comply with said county zoning and/or ordinances shall entitle LESSOR to terminate this Lease, at LESSOR'S option, and to recover such other or further claims to which LESSOR may be otherwise be entitled by law, including specific performance of this Lease.

- XXI. This Lease shall become binding upon the parties hereto only upon approval of the terms, conditions and monetary considerations thereof by the office of the **Secretary of State for the State of Mississippi**, public lands division.
- XXII. Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public By virtue of the signature below, the **Secretary of State of the State of Mississippi** has approved this School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the Rankin County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.
- XXIII. The **Secretary of State**, as the 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**.

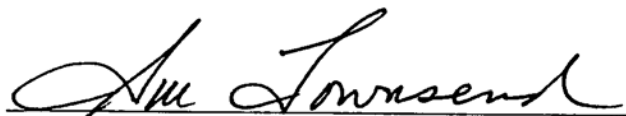
APPROVED

SECRETARY OF STATE

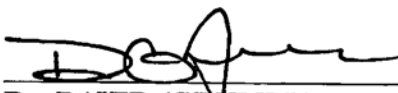
MICHAEL WATSON
Secretary of State (Seal)

IN WITNESS WHEREOF, this Lease is executed by LESSOR and pursuant to Order entered upon its minutes, this, the 8 day of September, 2021.

RANKIN COUNTY SCHOOL DISTRICT



By: SUE TOWNSEND, Ph.D.
SUPERINTENDENT OF EDUCATION



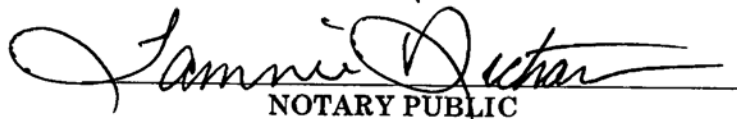
By: DAVID (GRUMPY) FARMER
PRESIDENT BOARD OF EDUCATION

**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.**, personally known to me to be the **County Superintendent of Education** for Rankin County, Mississippi, and **David (Grumpy) Farmer**, personally known to me to be **President of the Rankin County Board of Education**, who acknowledged unto me that they did sign, execute, and deliver the above and foregoing **Residential Lease Contract of Sixteenth Section Land** on the day and year therein mentioned, in the capacity therein set forth, for and on **behalf of the Rankin County School District**, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 8 day of September, 2021.




NOTARY PUBLIC

My commission Expires:

2/5/23

STATE OF MISSISSIPPI

COUNTY OF RANKIN

WITNESS THE SIGNATURE of LESSEE(S), this the 7th day of Sept., 2021.

Ballardo Marin Agüero
Ballardo Marin Agüero, Lessee

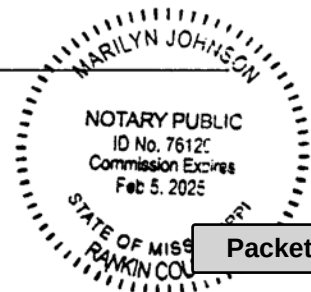
Amariluz Echavarría Villalobos
Amariluz Echavarría Villalobos, Lessee

Personally appeared before me the undersigned authority in and for said county and state, on this the _____ day of _____, 2021, within my jurisdiction, the within named **Ballardo Marin Agüero** and **Amariluz Echavarría Villalobos** who acknowledged to me that he/she executed the above and foregoing instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 7th day of September 2021.

Printed Name: Marilyn Johnson
(Notary Public)

My Commission Expires: _____



WITNESS OUR SIGNATURES this the 15th day of September, 2021.

RANKIN COUNTY BOARD OF SUPERVISORS:

Dan H. Cross
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
my O'Good DC



STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Daniel H. Cross, 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 15th day of September, 2021.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: *[Signature]* D.C.

NOTARY PUBLIC

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



EXHIBIT A

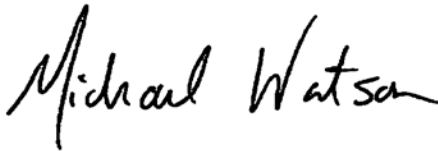
Commence at a fence corner at the point of intersection of the West ROW of Overby Street with the South ROW of Busick Pond Road said point described as being 3813.48 ft. South of and 3511.05 feet East of the NW corner of Section 16-T5N-R3E, Rankin County, Mississippi and go N 81 degrees 25' W along fence line on the South side of Busick Pond Road for 307.86 ft., go N 82 degrees 05' W along fence line on the South side of Busick Pond Road for 179.55 ft. to a fence corner and POINT OF BEGINNING (POB). From POB, go S 07 degrees 55' W for 210 ft., go S 82 degrees 05' E for 105 ft., go N 07 degrees 55' E for 210 ft. to a point on the South side of Busick Pond Road, go N 82 degrees 05' W along side of said road for 105 ft. to the POB. Containing 0.5 acre, more or less in the S ½ section 16-T5N-R4E, City of Brandon, Rankin County, Mississippi.

SIGNATURE ADDENDUM

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

RANKIN COUNTY SCHOOL DISTRICT

as LESSOR and BALLARDO MARIN as LESSEE with a rent amount of \$ 900.00 dated 10th day of September, 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

EXECUTIVE SUMMARY

Land Appraised: Tax Parcel I8J-77-11
315 Busick Pond Road
Brandon, MS

Section: 16, T5N, R3E

Owner of Record: Rankin County School District

Leaseholder: Not currently leased

Lease Type: Residential

Interests Appraised: Fair Market Rent

Date of Valuation: August 12, 2021

Land Area: 0.50+/- Acres

Zoning: RM-8 Suburban Mixed Neighborhood Residential

Marketing and
Exposure Time: 12 Months or less

Highest and Best Use:
As if vacant: Residential
As improved: Not Applicable

Value Indications:
Fee Simple Value \$18,000

Fair Market Rental \$900 per year

Appraiser:

J. Neil Parker, MAI
Parker, Gentry & Parker, Inc.
104 Avalon Court, Suite A
Brandon, MS 39047
P.O. Box 320217
Flowood, MS 39232-0217



14

16-5-3
SWSEBook:2021 Page:24095-24108
DEED

RCD: 09/15/2021 @02:07:43 PM

Rankin County, MS

Larry Swales Chancery Clerk

Prepared by:
Rankin County School District
Sixteenth Section Land Management Office
200 School Rd.
Brandon, MS 39042
(601) 824-5147

Return to:
Rankin County School District
Sixteenth Section Land Management Office
200 School Rd.
Brandon, MS 39042
(601) 824-5147

**RESIDENTIAL LEASE
CONTRACT OF SIXTEENTH SECTION TRUST LANDS
SECTION 16 - TOWNSHIP 5 NORTH - RANGE 3 EAST**

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS AGREEMENT, made and entered into this the 1st day of SEPTEMBER 2021, by and between, the RANKIN COUNTY BOARD OF EDUCATION, hereinafter referred to as "LESSOR"

Rankin County School District
P.O. Box 1359
Brandon, MS 39043
(601)825-5590

and

Results Magnet, LLC
6851 Roswell Rd., #K-11
Atlanta, GA 30328
(770) 312-7371
Email: chaitinm@yahoo.com

hereinafter referred to as "LESSEE",

THAT, FOR THE TERM AND CONSIDERATION of the rentals hereinafter set forth and other good and valuable considerations the receipt and sufficiency of all of which being hereby acknowledged, LESSEE and the RANKIN COUNTY BOARD OF EDUCATION and SUE TOWNSEND, Ph.D., in her official capacity of SUPERINTENDENT OF EDUCATION of RANKIN COUNTY, MISSISSIPPI, do hereby covenant, contract, lease and agree as follows, towit:

I. Upon execution by the parties named herein, LESSOR hereby leases and rents unto the LESSEE under the conditions, terms and at the rental herein specified, the following described land situated in Rankin County, Mississippi:

SEE EXHIBIT "A"

Attached hereto and made a part hereof by reference.

Indexing Instructions: 0.75 ± acres situated in the SW ¼ of the SE ¼ of Section 16 Township 5 North, Range 3 East, being Tax Parcel I8J-77.

II. The term of this Lease shall be for **FORTY (40)** years.

Beginning on: **September 1, 2021**

Terminating on: **August 31, 2061**

At which time the LESSEE shall have a prior right, exclusive of all other persons, to re-lease said property for a term **not to exceed twenty-five (25) years**, at an annual rental based on the prevailing rates of interest and appraised fair-market value of the land, appraised at its highest and best economic use at the expiration of each **seven (7) year period** or other term referred to herein, excluding buildings and improvements not then owned by LESSOR, provided, however, that the execution of a new Lease shall be required to effectuate the additional extension Lease period and the provisions of all applicable statutes setting forth the procedure and requirements for the execution of a Lease for Sixteenth Section lands or lieu-lands shall be satisfied. That such extension or right to re-lease shall be subject to all laws, statutes and judicial decisions existing at such time, and said "re-lease" right shall be executed in accord therewith.

III. LESSEE does covenant and agree to pay as rent to the LESSOR the sum of:

One Thousand, One Hundred Dollars and No/100 cents (\$1,100.00)

per year or annum, in advance, on or before the anniversary of this Lease each year, subject to the rent adjustment clause hereafter included. **THE FAILURE ON THE PART OF THE LESSEE TO PAY SUCH ANNUAL RENTAL PAYMENTS AS AND WHEN DUE, AND TO REMAIN IN DEFAULT FOR SIXTY (60) DAYS, SHALL RESULT IN THIS LEASE BEING DECLARED TERMINATED AS PROVIDED BY LAW, SUCH ANNUAL RENTAL BEING BASED THIS DAY UPON CURRENT RATES OF INTEREST AND/OR AN ESTIMATED FAIRMARKET RENTAL VALUE OF THE HEREINABOVE DESCRIBED PROPERTY SUCH RENTAL VALUE BEING BASED UPON, IN PART, THE APPRAISAL ANALYSIS OF M.A.I. APPRAISER, J. NEIL PARKER OF FLOWOOD, MISSISSIPPI (See Exhibit "B" appraisal of J. Neil Parker).**

IV. At or after the 7th anniversary date of the commencement of this Lease agreement, and at a like time every 7 years thereafter during the primary or renewal term of this lease, LESSOR shall have a reappraisal associated with the prevailing interest rates or fair market value or fair market rental value of the subject property at its expense and shall make a determination of a reasonable annual rental. Such reevaluation and reappraisal shall be based upon the highest and best economic use, which can be made of the subject property for the benefits of the School District. The reappraisal shall establish the fairmarket value or fairmarket rental value of the property based upon the highest and best economic use. Buildings and other improvements upon the property and not owned by LESSOR shall be excluded from the reappraisal evaluation. Where appropriate, and as required by the law, the reappraisal shall establish a new fairmarket value or fairmarket rental value of the property and establish a new reasonable current percentage of income on real estate investments for the purpose of determining fairmarket annual ground rental, such percentage of income to be minimum of five percent (5%) of the said reappraised fairmarket value as required by law. The amount of the rental so determined as of the 7th anniversary date shall be paid for the next succeeding 7 years, and rent so determined as of the 14th anniversary date shall be paid for the next succeeding 7 years, at which time there shall be a new appraisal and reconsideration of the annual rent as aforesaid, and so on, for the balance of the primary and renewal lease terms.

(a.) Any reappraised adjustments of the fairmarket value or annual rental regarding the subject property shall be binding upon the LESSOR and LESSEE.

(b.) Should the appraisal procedure of determining fairmarket value or annual ground rental result in an increase, over and above the initial ground rentals determined at the beginning of this Lease or the preceding 7 year interval, LESSEE, within thirty (30) days, after receiving notice of the increase, shall have the additional right to request appraisals by three (3) qualified M.A.I. (Member of the Appraisal Institute) or S.R.E.A. (The Society of Real Estate Appraisers) appraisers to be appointed in the following manner:

(1.) THE BOARD OF TRUSTEES shall appoint one (1) qualified appraiser and the LESSEE shall appoint a second such qualified appraiser. The first two (2) appraisers so appointed will then mutually select a third appraiser. Such appointments shall be made promptly and the appraisers shall have a reasonable time to appraise the leased premises.

The three (3) appraisers shall each determine a current annual ground rental value based upon the fairmarket value of the land and a reasonable percentage of return on land investments in the area at that time. The average of the

three (3) appraisals shall then be established for purposes of

rent adjustments

to be applicable for the succeeding 7 years.

(c). **LESSEE**, however, shall then have the choice of selecting the lesser amount of annual ground rental determined either by the initial **Board of Education** appraisal or the amount of annual ground rentals determined by the three (3) separate appraisers appointed upon the request of **LESSEE**.

(d.) In the event the **LESSEE** request that the three (3) additional appraisals be made, all such appraisals shall be made at the **Lessee's expense**.

(e.) The annual ground rentals on any adjustment dates shall not be reduced below the amount established upon the initial date of this lease except upon determination by the appraisals made under the procedures as outlined above.

(f.) The amount of rent determined in the above manner shall be promptly remitted upon conclusion of these rental adjustment procedures and not later than thirty (30) days from the final date of reappraisal.

V. **Lessee** covenant and agree to timely pay any and all past, recent or future general taxes and special assessments, if any there be, applicable to the property described in **Exhibit "A"** attached hereto, 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 or any other fees so determined by law. **LESSEE** covenants that the **LESSEE** has made appropriate inquiry of the Tax Assessors Office to the **LESSEE'S** satisfaction as to the payment or nonpayment of all such past, present or future taxes.

VI. Prior to subleasing or assignment of this Lease, or any part of the property herein described, **LESSEE** shall secure approval of the **Board of Education**, in writing, and permission to sublease or assign shall not be arbitrarily or unreasonable withheld.

VII. The parties herein expressly agree that if **DEFAULT** shall be made in the payment of any tax assessment or rent due to be made pursuant to this Lease, then and in any such event of **DEFAULT**, it shall be lawful for the **LESSOR** to enter upon such premises, or any part thereof upon **LESSOR'S** thirty (30) days' written notice to **LESSEE**, at **LESSEE'S** last known address, either with or without process or law, to reenter and reposes same, and to distraint for any rent or assessment that may be due thereon, at the election of the **LESSOR**, but nothing herein is to be construed to mean that the **LESSOR** is not permitted to hold said **LESSEE** liable for any unpaid rent or assessment then due or to become due at that time. As to all other conditions, covenants and obligations imposed on the **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 to recover damages, if any, including reasonable expenses or litigation and a reasonable attorney's fee, which **LESSEE** expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after default by **LESSEE**.

VIII. In the event of any **FORFEITURE, DEFAULT** or **CANCELLATION** ON this Lease or termination of the term as aforesaid, said **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 and all agreements and covenants on the **LESSOR'S** behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if the Lease had not been made. In addition thereof, the **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** nonfulfillment or nonperformance of the terms and conditions of this Lease.

Immediately upon the termination of this Lease, whether by **DEFAULT, LIMITATION** or **FORFEITURE**, the **LESSOR** shall be entitled to take possession of said property and all **LESSOR** owned improvements thereof absolutely, custom, usage, or law to the contrary notwithstanding. Any removal or property from the lease premises shall be accomplished so as to leave said property in a condition satisfactory to **LESSOR**. The **LESSEE** shall remove all of **LESSEE'S** property within thirty (30) days of said event only if all rentals due hereunder have been paid in full. Any such building or personal property not so removed shall thereupon be property of **LESSOR**.

IX. The **LESSEE** shall be responsible for any damages that may be caused to **LESSOR'S** property by the activities of the **LESSEE** under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of **LESSOR**, which may be located on the leased property or in the vicinity thereof, against fire, damage or waste from any and all other causes. The **LESSEE SHALL NOT** cut or remove any timber from said property without the express written consent of the **BOARD OF EDUCATION**.

X. ~~LESSEE~~ **LESSEE** agrees to hold and save harmless, protect and indemnify **LESSOR** from any and against any and all loss, damages, claims, suits for action at law, judgments and costs, including attorney's fees, which may arise or grow out of any injury or death of persons, or connected with the **LESSEE** exercise of any right granted or conferred hereby, or the **LESSEE'S** use, or maintenance of the premises, whether sustained by **LESSEE**, their respective agents or employees, or by any other persons, or corporations which seek to hold **LESSOR** liable.

XI. Notwithstanding any provisions of this Lease containing a **DEFAULT** provision, any present or future holder or a mortgage or deed of trust representing money loaned on these facilities or premises, shall have the right of a sixty (60) day notice of **DEFAULT** within to cure and **DEFAULT** which may be cured by payment of money. In addition, for any other **DEFAULT** for which a forfeiture of said lease 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 sixty (60) days to either request the correction of such **DEFAULT** or in lieu thereof, to protect itself through the exercise of power of sale and thereby acquire a leasehold in said property and by paying all delinquent sums due under the terms of this Lease unto **SCHOOL BOARD (LESSOR)**. **LESSEE** hereby covenants and agrees to notify the **LESSOR** by certified mail in writing of the existence of all such mortgages, deeds of trust or other secured encumbrance, and that, in the absence of such notice, **LESSOR** has no obligation whatsoever to notify any such holder of said encumbrance.

XII. LESSEE shall have quiet and peaceful possession of aid property so long as compliance is made by LESSEE with the terms of this agreement.

XIII. It is expressly agreed by and between the parties that the LESSEE will not make any alteration upon the said property without the express written consent of the LESSOR and the LESSEE will not occupy or use, nor permit to be occupied or use the said property for any business deemed extra hazardous on account of fire or otherwise; nor will the LESSEE permit the same to be used for any immoral or unlawful purposes. LESSEE also covenants and agrees to maintain the said premises in a neat and orderly manner and to refrain from creating or maintaining any nuisances.

This lease agreement is executed subject specifically to all facts and conditions as would be revealed by a competent title examination of the land and property by Lessee's attorney of his own choosing and expense, or by a competent survey by a licensed engineer and surveyor of Lessee's own choosing and expense, and a competent inspection of the premises by Lessee or Lessee's agents and subject to both recorded and unrecorded easements or servitudes of record or not of record and all public or private utility lines, including but not limited to underground gas, water, sewer, telephone or fiber optic lines or cables, regardless of visibility.

XIV. The LESSEE hereby covenants and agrees that if any execution or process is levied upon said premises or if a petition of bankruptcy, receivership or like or similar proceedings is filed by or against the LESSEE in any court of competent jurisdiction, the LESSOR shall have the right, this option, to cancel this Lease and to release the subject property without further notification or responsibility to the LESSEE or any mortgage holder.

The LESSOR further covenant and agree that this lease and the interest of the LESSEE hereunder shall not, without the written consent of the LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought by or against said LESSEE.

XV. The LESSEE further covenants and agrees that this Lease and interest of the LESSEE **SHALL NOT** include any mineral, oil, gas, coal, lignite or other subterranean right **WHATSOEVER**.

XVI. LESSOR reserves and excepts from said Lease all oil, gas, minerals or timber, now or during the term, being situated in, or under said property 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.

XVII. If and in the event that the subject property hereinabove described, or any part thereof, becomes the subject of eminent domain, condemnation or like proceedings of any kind whatsoever, then it is hereby agreed as part of the consideration of this lease and the mutual covenants and obligations herein contained and contemplated, the LESSOR, RANKIN COUNTY BOARD OF EDUCATION, shall be immediately,

exclusively and solely entitled to receive all monies or benefits offered to be paid for compensation or damages of any kind, past, present and future, by the condemning party, persons or corporations. At such time, the **LESSEE** or their possible heirs, beneficiaries, or assigns hereunder shall only be entitled to be refunded by said **School District** a prorata return of the unused portion of the annual rent previously paid hereunder or to become due annually hereunder, based upon the calculation of the acreage or square footage of the property condemned. After calculation of the acreage or square footage to be condemned and so as to fairly adjust the annual rental to become due after said condemnation, either party hereto shall have the right to have the remaining portion of the property, which has not been condemned, reappraised for a determination of a new fairmarket value and recalculation of a new annual rental to become due hereunder, in accord with the reappraisal terms set forth above, said fairmarket value redetermination to include consideration of the benefits and/or liabilities associated with the proposed condemnation project, as the same may affect fairmarket value consideration of every kind or nature.

After payment by the condemnor of all the aforesaid monies or benefits, representing damages of any kind to the **Rankin County School District**, said property so affected shall as aforesaid be reappraised and a new annual rental thereupon determined as provided; all parties now or hereafter leasing or subleasing all or any part of the subject property hereby waiving any further financial rights of any kind to the compensation to be paid as aforesaid by condemning party.

By acceptance hereof, **LESSEE'S** heirs, agent or assigns, as to the subject property or any part hereof, hereby agreeing, covenanting, and contracting that the condemning party shall be these presents have full and plenary power and authority to pay unto said **School District** full fair-market value and all proceeds or monies otherwise due to any party hereunder because of said condemnation.

All provisions of this Lease shall hereafter be construed as covenants running with the land and any and all parties hereafter acquiring or having any interest in and to any portion of the above described property shall be bound by the terms and conditions crested by virtue of this Lease.

XVIII. LESSEE shall hereafter be bound and shall hereafter abide by all laws, statutes and judicial decisions of courts of competent jurisdiction associated with **Sixteenth Section Lands**.

XIX. LESSEE herein agree and understand that only **one residence or habitable dwelling shall be allowed** to be situated upon the property described in **EXHIBIT "A"** attached hereto and that failure of **LESSEE** to comply with this provision shall entitle **LESSOR** to terminate this Lease, at **LESSOR'S** option, and to recover such other or further claims to which **LESSOR** may otherwise be entitled by law, including specific performance of this Lease.

XX. LESSEE shall abide by all county zoning and/or ordinances and that failure of **LESSEE** to comply with said county zoning and/or ordinances shall entitle **LESSOR** to terminate this Lease, at **LESSOR'S** option, and to recover such other or further claims to which **LESSOR** may be otherwise be entitled by law, including specific performance of this Lease.

XXI. This Lease shall become binding upon the parties hereto only upon approval of the terms, conditions and monetary considerations thereof by the office of the **Secretary of State for the State of Mississippi**, public lands division.

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

XXIII. The **Secretary of State**, as the 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**.

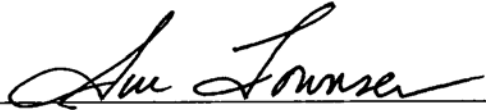
APPROVED

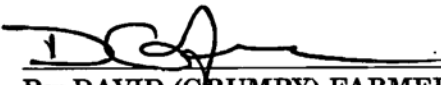
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

IN WITNESS WHEREOF, this Lease is executed by LESSOR and pursuant to Order entered upon its minutes, this, the 8 day of September, 2021.

RANKIN COUNTY SCHOOL DISTRICT


By: SUE TOWNSEND, Ph.D.
SUPERINTENDENT OF EDUCATION


By: DAVID (GRUMPY) FARMER
PRESIDENT BOARD OF EDUCATION

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., personally known to me to be the County Superintendent of Education for Rankin County, Mississippi, and David (Grumpy) Farmer, personally known to me to be President of the Rankin County Board of Education, who acknowledged unto me that they did sign, execute, and deliver the above and foregoing Residential Lease Contract of Sixteenth Section Land on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County School District, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 8 day of September, 2021.




NOTARY PUBLIC

My commission Expires:

STATE OF GEORGIA
COUNTY OF FULTON

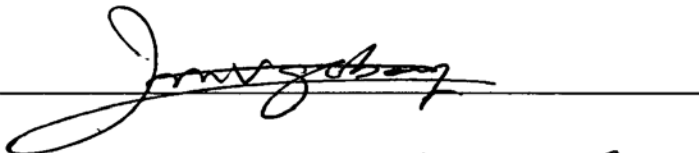
WITNESS THE SIGNATURE of LESSEE, this the 24 day of AUG., 2021.



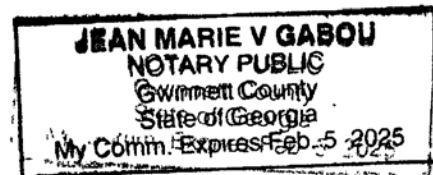
RESULTS MAGNET, LLC
BY: Chaitin Maycott, Registered Agent

Personally appeared before me the undersigned authority in and for said county and state, on this the 24 day of August, 2021, within my jurisdiction, the within named Chaitin Maycott, who acknowledged to me that he is the Registered Agent of Results Magnet, LLC, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 24 day of AUGUST 2021.



Printed Name: JEAN-MARIE GABOU
(Notary Public)



My Commission Expires: 02-05-2025

(Affix official seal, if applicable)

WITNESS OUR SIGNATURES this the 15th day of September, 2021.

RANKIN COUNTY BOARD OF SUPERVISORS:

[Signature]
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

[Signature]
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
[Signature]



STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Daniel H. Cross, 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 15th day of September, 2021.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: [Signature], D.C.

NOTARY PUBLIC



My Commission Expires:
My Commission Expires Jan. 6, 202

EXHIBIT A

EXHIBIT A

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 3 EAST, CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

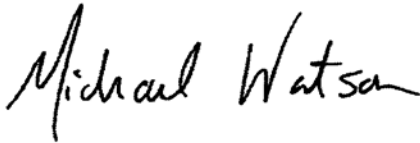
COMMENCING AT AN INPLACE 8 INCH CORNER POST MARKING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF OVERBY STREET AND SAID POINT IS FURTHER DESCRIBED AS BEING 3,813.48 FEET SOUTH OF AND 3,511.05 FEET EAST OF THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 3 EAST, CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AS INDICATED IN DEED BOOK 874, PAGE 180 AND REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION AND SAID POINT IS FURTHER LOCATED SOUTH 42 DEGREES 37 MINUTES 52 SECONDS EAST 5,183.46 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 16; RUN THENCE SOUTH 00 DEGREES 42 MINUTES 00 SECONDS EAST AS MENTIONED IN DEED BOOK 874, PAGE 180 FOR A DISTANCE OF 354.07 FEET TO A HALF INCH BAR AND SAID POINT IS LOCATED WESTERLY 29.32 FEET AND AT RIGHT ANGLES FROM THE EXISTING, CENTERLINE OF OVERBY STREET AND SAID POINT OF BEGINNING; RUN THENCE AND CONTINUE SOUTH 00 DEGREES 42 MINUTES EAST AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OVERBY STREET AND THE EAST LINE OF THAT SAME CERTAIN PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180 FOR A DISTANCE OF 146.67 FEET TO AN INPLACE HALF INCH BAR AND SAID POINT IS LOCATED WESTERLY 27.29 FEET AND AT RIGHT ANGLES FROM THE EXISTING CENTERLINE OF OVERBY STREET; RUN THENCE WEST AND PARALLEL TO THE COMMON LINE BETWEEN THOSE SAME CERTAIN PARCELS WHICH ARE RECORDED IN DEED BOOK 874, PAGE 180 AND ALONG THE NORTH LINE OF A NEWLY CREATED 10.0 FOOT STRIP FOR A DISTANCE OF 210.0 FEET TO AN INPLACE HALF INCH BAR LOCATED ON THE WEST LINE OF THE AFOREMENTIONED PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180; RUN THENCE NORTH 00 DEGREES 42 MINUTES WEST AND ALONG THE WEST LINE OF THE AFOREMENTIONED PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180 FOR A DISTANCE OF 146.67 FEET TO A HALF INCH BAR MARKING THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180; RUN THENCE EAST AND ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180, FOR A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7070 OF AN ACRE MORE OR LESS.

SIGNATURE ADDENDUM

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

RANKIN COUNTY SCHOOL DISTRICT

as LESSOR and RESULTS MAGNET, LLC as LESSEE with a rent amount of \$ 1100.00 dated 1st day of September, 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

EXECUTIVE SUMMARY

Land Appraised: Tax Parcel I8J-77
104 Overby Street
Brandon, MS

Section: 16, T5N, R3E

Owner of Record: Rankin County School District

Leaseholder: Not currently leased

Lease Type: Residential

Interests Appraised: Fair Market Rent

Date of Valuation: August 5, 2021

Land Area: 0.71+/- Acres

Zoning: RM-8 Suburban Mixed Neighborhood

Marketing and
Exposure Time: 12 Months or less

Highest and Best Use:
As if vacant: Residential
As improved: Not Applicable

Value Indications:
Fee Simple Value \$22,000

Fair Market Rental \$1,100 per year

Appraiser



J. Neil Parker, MAI
Parker, Gentry & Parker, Inc.
104 Avalon Court, Suite A
Brandon, MS 39047
P.O. Box 320217
Flowood, MS 39232-0217



Book:2021 Page:24075-24077
DEED

RCD: 09/15/2021 @02:01:50 PM
Rankin County, MS
Larry Swales Chancery Clerk

16-5-4
S 1/2

INDEXING INSTRUCTIONS
SE 1/4 of NW 1/4 of
Section 16 - T5N - R3E
Parcel No. I8J-77-11

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

QUITCLAIM 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,

RANKIN EDUCATIONAL TRUST
P.O. BOX 5194
Brandon, MS 39047
(601) 316-4551

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

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 and incorporated herein by reference for all purposes.

The property herein conveyed and surrendered is a part of that certain Sixteenth Section Commercial Lease as recorded in book 2007 at page 11848 as recorded in the land records of the Chancery Clerk of Rankin County, Mississippi.

STATE OF Florida

COUNTY OF Seminole

WITNESS MY SIGNATURE on this the 20 day of August, 2021.

A. Moore, Trustee
RANKIN EDUCATIONAL TRUST
 BY: A. MOORE, TRUSTEE

PERSONALLY APPEARED BEFORE ME, the undersigned authority of law in and for the above styled jurisdiction, the within named, Anne Moore who acknowledged to me that she is the Trustee of **RANKIN EDUCATIONAL TRUST** and in that said representative capacity she executed, and delivered the above and foregoing Quitclaim Deed, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 20 day of August, 2021.



[Signature]
 NOTARY PUBLIC

My Commission Expires: March 13, 2023

EXHIBIT A

Commence at a fence corner at the point of intersection of the West ROW of Overby Street with the South ROW of Busick Pond Road said point described as being 3813.48 ft. South of and 3511.05 feet East of the NW corner of Section 16-T5N-R3E, Rankin County, Mississippi and go N 81 degrees 25' W along fence line on the South side of Busick Pond Road for 307.86 ft., go N 82 degrees 05' W along fence line on the South side of Busick Pond Road for 179.55 ft. to a fence corner and POINT OF BEGINNING (POB). From POB, go S 07 degrees 55' W for 210 ft., go S 82 degrees 05' E for 105 ft., go N 07 degrees 55' E for 210 ft. to a point on the South side of Busick Pond Road, go N 82 degrees 05' W along side of said road for 105 ft. to the POB. Containing 0.5 acre, more or less in the S 1/4 section 16-T5N-R4E, City of Brandon, Rankin County, Mississippi.



16-5-3
SWSE



Book:2021 Page:24092-24094
DEED

RCD: 09/15/2021 @02:05:44 PM
Rankin County, MS
Larry Swales Chancery Clerk

INDEXING INSTRUCTIONS
SW ¼ of SE ¼ of
SECTION 16, T5N-R3E
Parcel No. I8J-77

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

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, I,

THERESA BENNETT PENDER, NOW, THERESA BENNETT
104 OVERBY STREET
BRANDON, MS 39042
(601) 520-2402

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

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 and incorporated herein by reference for all purposes.

It is the intention of Grantor to convey and surrender unto Grantee herein all of Grantor's right, title and interest in and to that certain Sixteenth Section Residential Land Lease as recorded in **book 2007** at **page 26328**, along with all buildings and other improvements situated thereon, as recorded in the land records of the Chancery Clerk of Rankin County, Mississippi.

WITNESS MY SIGNATURE on this the 20th day of August, 2021.

Theresa Bennett
THERESA BENNETT

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, WARD APOTHECARY, LLC, personally known to me that he/she is the President of WARD APOTHECARY, 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 WARD APOTHECARY, LLC, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 20th day of August, 2021.

Marilyn Johnson
NOTARY PUBLIC

My Commission Expires:



EXHIBIT A

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 3 EAST, CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN INPLACE 8 INCH CORNER POST MARKING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF OVERBY STREET AND SAID POINT IS FURTHER DESCRIBED AS BEING 3,813.48 FEET SOUTH OF AND 3,511.05 FEET EAST OF THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 3 EAST, CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AS INDICATED IN DEED BOOK 874, PAGE 180 AND REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION AND SAID POINT IS FURTHER LOCATED SOUTH 42 DEGREES 37 MINUTES 52 SECONDS EAST 5,183.46 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 16; RUN THENCE SOUTH 00 DEGREES 42 MINUTES 00 SECONDS EAST AS MENTIONED IN DEED BOOK 874, PAGE 180 FOR A DISTANCE OF 354.07 FEET TO A HALF INCH BAR AND SAID POINT IS LOCATED WESTERLY 29.32 FEET AND AT RIGHT ANGLES FROM THE EXISTING, CENTERLINE OF OVERBY STREET AND SAID POINT OF BEGINNING; RUN THENCE AND CONTINUE SOUTH 00 DEGREES 42 MINUTES EAST AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OVERBY STREET AND THE EAST LINE OF THAT SAME CERTAIN PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180 FOR A DISTANCE OF 146.67 FEET TO AN INPLACE HALF INCH BAR AND SAID POINT IS LOCATED WESTERLY 27.29 FEET AND AT RIGHT ANGLES FROM THE EXISTING CENTERLINE OF OVERBY STREET; RUN THENCE WEST AND PARALLEL TO THE COMMON LINE BETWEEN THOSE SAME CERTAIN PARCELS WHICH ARE RECORDED IN DEED BOOK 874, PAGE 180 AND ALONG THE NORTH LINE OF A NEWLY CREATED 10.0 FOOT STRIP FOR A DISTANCE OF 210.0 FEET TO AN INPLACE HALF INCH BAR LOCATED ON THE WEST LINE OF THE AFOREMENTIONED PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180; RUN THENCE NORTH 00 DEGREES 42 MINUTES WEST AND ALONG THE WEST LINE OF THE AFOREMENTIONED PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180 FOR A DISTANCE OF 146.67 FEET TO A HALF INCH BAR MARKING THE NORTHWEST CORNER OF THE AFOREMENTIONED PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180; RUN THENCE EAST AND ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL WHICH IS RECORDED IN DEED BOOK 874, PAGE 180, FOR A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7070 OF AN ACRE MORE OR LESS.



Flood

NOTICE OF BOARD ACTION

TO: Shane Sanders, Terri Mayne, Randy Weathersby

DATE OF BOARD MEETING: August 25, 2021

THE RANKIN COUNTY BOARD OF EDUCATION TOOK THE FOLLOWING OFFICIAL ACTION ON THIS DATE:

(See attached for action taken by the Board on this date. Please inform staff members who would benefit from this information and file this copy for future reference.)

BUS TURN AROUNDS

Request approval from the Board permission to petition the Rankin County Board of Supervisors to repair/construct the school bus driveway(s)/turn around(s) as listed below:

Minibuses:

Sabrina Lacey
2425 Star Rd.
Florence, MS
Phone: 601-317-1942

Upon a motion by Mr. Dyess, second by Mrs. McKinion, the Board voted unanimously to approve the bus turn arounds requests as presented.

- * If you have questions or need further information, please contact Sharon Patrick at the County Office, 825-5590 ext. 1009.



Rankin County School District

TRADITION OF EXCELLENCE

BRANDON FLORENCE McLAURIN NORTHWEST PELAHATCHIE PISGAH PUCKETT RICHLAND

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

August 25, 2021

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

Dear Board of Supervisors:

The Rankin County Board of Education authorized the Superintendent to petition the Board of Supervisors to repair/construct the Rankin County School District bus turn around(s)/driveway(s) at locations attached and the ones listed below.

Sabrina Lacey
2425 Star Rd.
Florence, MS
Phone: 601-317-1942

By way of this letter, I am hereby requesting your assistance in providing the turn around(s)/driveway(s) indicated.

Copies of the Minutes of said dates are attached for your records. If you have any questions or need additional information please contact Mr. Randy Weathersby, Transportation Director, at 601-825-4698. Thank you for your continued support and assistance in this matter.

Sincerely,

Sue Townsend, Ph.D.

Sue Townsend, Ph.D.
Superintendent of Education

Dr. Sue Townsend
Superintendent of Education

Attachment: Acknowledgment of the Rankin County School District (RCSD) Bus Turn Around(s) (RFA-2021-282 : Acknowledgement of the

BUS TURNAROUND REQUEST AND PERMISSION FORM

I, Sabrina Lacy, as the property owner of the address listed below, request a school bus turnaround from Rankin County School District and the Rankin County Board of Supervisors. If this request is granted, I give permission to the School Board and the Board of Supervisors to use the address listed below.

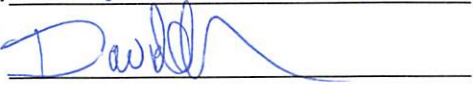
Furthermore, I do hereby affirm that I have received a copy of the procedures regarding the construction, use and maintenance of school bus turnarounds. I also affirm that I have read and understand these procedures, and I agree to abide by the procedures as they are presented within the transportation manual of the Rankin County School District.

NAME	ADDRESS	CITY	PHONE NUMBER
<u>Sabrina Lacy</u>	<u>2425 Star RD</u>	<u>Florence</u>	<u>601 317 1942</u>
(Please Print)			

SIGNED BY:  DATE: 8/6/21
(Property Owner Signature)

 School Zone Transportation Director

As the transportation supervisor, I have personally visited the above location and hereby verify that the requested turnaround is safe and necessary for the transportation of students.

Name (Print): <u>David Williams</u>	School Zone: <u>Sped / McLaurin</u>
Signature: <u></u>	Date: <u>8/6/21</u>



2021 Fall Conference Registration Form

Conference Dates: October 19-22, 2021

Golden Nugget Hotel & Casino

151 Beach Blvd; Biloxi, MS 39530

Executive Board Meeting: October 19, 2021 @ 5:00 pm

Early Registration Begins @ 7:00 pm

MSCMEA Members - \$350

Annual MSCMEA Membership - \$200 (If not already paid)

*****Conference fees "DO NOT" include lodging*****

PLEASE COMPLETE THE FORM BELOW & RETURN WITH PAYMENT TO:

MSCMEA Treasurer Pam Boman

1030 CR 105

New Albany, MS 38652

NAME David Ruth

WORK PHONE _____ CELL PHONE 601-670-0933

E-MAIL druth@rankincounty.org

COUNTY & TITLE Rankin - Coroner

ORDER ALLOWING EXPENDITURE TO ADVERTISE COUNTY RESOURCES

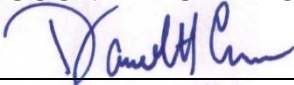
THIS DAY the Board of Supervisors of Rankin County, having met at a regular meeting, duly noticed, considered the proposed expenditure of county funds pursuant to Sections 17-3-1 and 17-3-3 of the Mississippi Code of 1972, as amended, for the purpose of advertising resources or possibilities of the county, and the Board having considered a particular request regarding funds from **BRANDON MIDDLE SCHOOL DOG JAM** (sponsor on banner and program ad), and the Board finding, consistent with the facts presented at its regular meeting, that in the Boards' judgment, the expenditure will advertise the resources and possibilities of Rankin County and that such activities will be helpful toward advancing the moral, financial and other interests of the county, finds that the expenditure in the amount not to exceed of Two Hundred Fifty Dollars (\$250.00) is reasonable and that the same be and is hereby authorized and approved.

IT IS THEREFORE ORDERED that a sum not to exceed the amount of Two Hundred Fifty Dollars (\$250.00), county funds be paid to **BRANDON MIDDLE SCHOOL DOG JAM** (sponsor on banner and program ad).

SO ORDERED this the 15th day of September, 2021,



RANKIN COUNTY BOARD OF SUPERVISORS

BY: 
President of the Rankin County Board of Supervisors

ATTEST:





DOG JAM 2021

"Jamming On Since 2008"

June 1st, 2021

Dear Community Sponsor,

Brandon Middle School is excited to announce our *12th annual Dog Jam* event will be held on October 21st, 2021 from 3:00 PM to 8:00 PM. This fun and exciting school fundraiser involves BMS students, staff, families, and wonderful supporters from our local community.

We are asking for your support by becoming a business sponsor of BMS. Your investment in our school will make a huge impact on the education and learning environment for over one thousand students and staff. Just a few examples of school purchases made by BMS PTO using the proceeds from past *Dog Jam* events include computers, smart boards, software, PA system, TVs, gym equipment, desks, chairs, and much, much more.

Dog Jam is our only large fundraising event each year. All funds raised allow us to continue our mission to meet needs that arise in our school. We would like to invite you to partner with us to continue these projects.

Here are some specific ways you can help:

- **Corporate/Family Sponsorship:** We have many opportunities are available at various levels, depending on giving ability. Your cash sponsorship directly impacts our future PTO project budget, and goes well beyond the event to continue our project work.
- **Prizes:** We have a large need for a number of popular gift items *AND* gift cards to be used as prizes during the carnival portion of our event. Any item(s) or gift card(s) amount you generously donate will carry out our mission of service in our school.

We greatly appreciation your consideration of support for Brandon Middle School and our important *Dog Jam* fundraising event. For more information on or questions on sponsorships, please contact BMS PTO Dog Jam Sponsorship Chair, Lindsey Jenkins at 601-405-5399 or BMS PTO President at bmsbulldogpto@gmail.com.

Thank you for your consideration & support of Brandon Middle School!



Brandon Middle School PTO

2021-2022 DOG JAM SPONSORSHIP FORM

Top Dog Presenting Sponsor - \$3,000 or more Cash or In-Kind Donation

- Presenting Sponsorship Rights "Dog Jam 2021~ Presented By (your business name) " in print and media
- Microphone Recognition as "Top Dog Presenting Sponsor" at Dog Jam Event Kick-Off by Guest of Honor and/or Principal
- Individual Large signage with business recognition as Top Dog Presenting Sponsor of event
- Top Dog Sponsor recognition with logo in all Dog Jam event digital media and press release publication
- Top Dog Sponsor recognition on BMS school and PTO related social media pages, websites, and BMS video broadcast WITH home page link to bring audience directly to your business website or social media
- Top Dog Sponsor recognition outdoor premium location signage in BMS car rider line 24"x18" lawn sign
- Top Dog Sponsor recognition on marquis main event and carnival game/activity with signage
- Tent and Table at the event to promote your business
- Twenty free tickets to Dog Jam Event AND free Dog Jam shirts for your guests

Platinum Sponsor - \$1,000 - \$2,999 Cash or In-Kind Donation

- Prominent placement of large business logo on event banners and signage
- Microphone Recognition of Platinum Sponsor at Dog Jam Event Kick-Off by Guest of Honor/ Principal
- Platinum Sponsor recognition with logo in all Dog Jam event digital media and press release publication
- Platinum Sponsor recognition on BMS school and PTO related social media pages, websites, and BMS video broadcast WITH home page link to bring audience directly to your business website or social media
- Platinum Sponsor recognition outdoor premium location signage in BMS car rider line 24"x18" lawn sign
- Platinum Sponsor of an event carnival game/activity with signage
- Table at the event to promote your business
- Ten free tickets to Dog Jam Event and free Dog Jam shirts for your guests

Gold Level Sponsor - \$500-\$999 Cash or In-Kind Donation

- Prominent placement of business logo on event banners and signage
- Gold Level Sponsor recognition in all Dog Jam event digital media and press release publication
- Gold Level Sponsor recognition on BMS school and PTO related social media pages, websites, and BMS video broadcast
- Gold Level Sponsor recognition outdoor signage in BMS car rider line 24"x18" lawn sign
- Gold Level Sponsor recognition of an event carnival game/activity with signage
- Five free tickets to Dog Jam Event

Silver Level Sponsor - \$250-\$499 Cash or In-Kind Donation

- Business name on event banners and signage
- Silver Level Sponsor recognition in all Dog Jam event digital media and press release publication
- Silver Level Sponsor recognition on BMS PTO related social media pages, websites, and BMS video broadcast
- Silver Level Sponsor recognition outdoor signage in BMS car rider line 24"x18" lawn sign

Bronze Level Sponsor - up to \$249 Cash or In-Kind

- Business name on event banners and signage
- Bronze Level recognition in all Dog Jam event digital media and press release publication
- Bronze Level recognition on BMS PTO related social media pages, websites, and BMS video broadcast

***I understand that sponsorship agreements with payment must be received
NO LATER than October 1st, 2021 (with logo) in order to be included in event signage, shirts, and all
advance publicity. I will send my business logo in high resolution JPEG or PNG format to
bmsbulldogpto@gmail.com***

Business Owner/Business Donation Contact Agrees to the following:

Signature: _____ Print: _____ Date: _____

Payment Options: (Place check next to your selection)

____ Pay Now: My check payable to BMS PTO is enclosed for the amount of \$_____.

____ Pay Later: My check payable to BMS PTO for the amount of \$_____ will be
ready to be picked up on this date: _____ (*Date must not be later than October 8th
for print media recognition. I understand if given later than date above that I might not receive
all benefits listed in sponsor agreement.)

____ I do not wish to be recognized publicly for my sponsorship.

***Please print below exactly how you would like your name/company to be listed on all
acknowledgments:***

Contact Person: _____ Contact Phone Number: _____

Mailing Address: _____

Email Address _____

Website/Social Media linked account: _____

(Top Dog or Platinum Sponsor Level only)

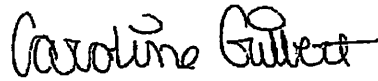
*For more information on or questions on sponsorships, please contact BMS PTO Dog Jam Sponsorship Chair,
Lindsey Jenkins at 601-405-5399 or BMS PTO President at bmsbulldogpto@gmail.com.*

Thank you for your consideration & support of Brandon Middle School!

Rankin County

Personnel Recommendation

I, Caroline Gilbert, Tax Collector, hereby recommends the within named, Lizzy Long, for the full time position as Deputy Clerk with the Rankin County Tax Collector's Department effective September 7, 2021.



Signature/ Caroline Gilbert
Tax Collector

☒ Approved

☐ Not Approved



Board President

Additional Comments:

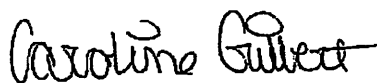
Salary

	Present	Proposed
Step		<u>252</u>
Hourly	\$	\$
Bi-Weekly		\$
Annual	\$	\$

Rankin County

Personnel Recommendation

I, Caroline Gilbert, Tax Collector, hereby recommends the within named, Jamie Goldman, for the full time position as Deputy Clerk/Solid Waste with the Rankin County Tax Collector's Department effective September 20, 2021.



Signature/ Caroline Gilbert
Tax Collector

☒ Approved

☐ Not Approved



Board President

Additional Comments:

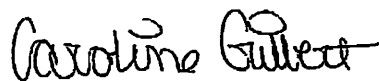
Salary

	Present	Proposed
Step		252
Hourly	\$	\$
Bi-Weekly		\$
Annual	\$	\$

Rankin County

Personnel Recommendation

I, Caroline Gilbert, Tax Collector, hereby recommends the within named, Brittney Phillips, for the full time position as Deputy Clerk with the Rankin County Tax Collector's Department effective September 7, 2021.



Signature/ Caroline Gilbert
Tax Collector

☒ Approved

☐ Not Approved



Board President

Additional Comments:

Salary

	Present	Proposed
Step		252
Hourly	\$	\$
Bi-Weekly		\$
Annual	\$	\$

Rankin County

Personnel Recommendation

I, Caroline Gilbert, Tax Collector, hereby recommends the within named, Meishauna Williams, for the full time position as Deputy Clerk with the Rankin County Tax Collector's Department effective September 7, 2021.

Caroline Gilbert

Signature/ Caroline Gilbert
Tax Collector

☒ Approved

☐ Not Approved

Dan H. ...

Board President

Additional Comments:

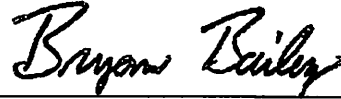
Salary

	Present	Proposed
Step		252
Hourly	\$	\$..
Bi-Weekly		\$ '
Annual	\$	\$.

Rankin County

Personnel Recommendation

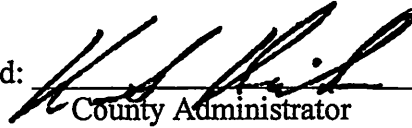
I, Sheriff Bryan Bailey, do hereby recommend the within named,
Johnny Overby be considered for the position of/promotion to **Animal Control**
 at pay step **314** effective on the **13th** day of **September, 2021**.



Sheriff Bryan Bailey

Approved ✓
 Disapproved _____

Signed:



County Administrator



Board President

Additional Comments:

Johnny is transferring from the Road Department to Animal Control with no change in pay. Johnny is replacing Thomas Cameron.

	Present	Recommended
Step	314	0
Hourly Rate	\$	\$0
Bi-Weekly Rate	\$	\$0
Annual Salary	\$	\$0

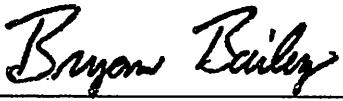
Rankin County

Personnel Recommendation

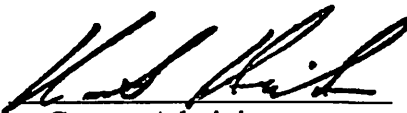
I, Sheriff Bryan Bailey, do hereby recommend the within named,

Samuel Tolible be considered for the position of/promotion to **Adult Detention Center**

at pay step **289** effective on the **24th** day of **August, 2021**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed: 
County Administrator


Board President

Additional Comments:

Samuel is transferring from the Road Department to the Adult Detention Center with no change in pay. Samuel is replacing Brian Fitzgerald.

	Present	Recommended
Step	289	0
Hourly Rate	\$	\$0
Bi-Weekly Rate	\$	\$0
Annual Salary	\$	\$0



TRANSMITTAL

1047 North Flowood Dr. Flowood, MS 39232

p 601 948 4601

f 601 355 6200

TO:

Keith Hicks, County Administrator

FROM:

Carl Franco, AIA

COMPANY:

Rankin County Board of Supervisors

DATE:

9/3/2021

ADDRESS:

211 E Government St., Suite A
Brandon, MS 39042

REFERENCE NUMBER:

17122

RE:

Rankin Community Services Building Renovation

COPIES	NO.	DESCRIPTION
1	A101	EXECUTED CONSTRUCTION CONTRACT
1	A312	PERFORMANCE AND PAYMENT BONDS
1		INSURANCE CERTIFICATE

Comments:

FOR YOUR RECORDS.

Attachment: Vardoc Executed Community Services Building Construction Contract (16641 : Various Documents)

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Fifth day of August in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Mayrant and Associates, LLC.
1303 Vine Street.
Jackson, Mississippi 39202

for the following Project:
(Name, location and detailed description)

Rankin County Community Services Building Renovation
Brandon, Mississippi

The Architect:
(Name, legal status, address and other information)

JH&H Architects, Planners, Interiors PA
1047 North Flowood Drive
Flowood, Mississippi 39232-9533

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: Vardoc Executed Community Services Building Construction Contract (16641 : Various Documents)

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(1382700343)

1

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 Contractor shall, at its own expense as part of the Contract Sum, secure all licenses, furnish all labor, material, plant, office space, tools, equipment, machinery, scaffolding, cartage, electric current for power purposes and provide all other things and personnel necessary for the full and diligent prosecution of the Work, all in compliance with applicable statutes, building codes, ordinances and regulations and in a first class workmanlike manner in strict accordance with the requirements of the Project as well as to the reasonable satisfaction of the Owner. Contractor shall be responsible for supervision, coordination of its sub-trades, and for the performance of all actions reasonably required to complete the Work even if not specifically shown in the plans and specifications but can be reasonably inferred.

§ 2.3 The Contractor is required to furnish a payment and performance bond. Such bonds shall be executed by it with a fidelity or surety company authorized to transact business in Mississippi in form and amount satisfactory to the Owner. The Performance Bond shall guarantee the faithful performance of all contract obligations of this Contract. The Payment Bond shall comply with the requirements of Mississippi regarding unconditional payment bonds and assure the prompt payment of all claims of lienors and laborers. The cost of the bond shall be included within the Contract Sum.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to
(Paragraphs deleted)
proceed.

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than One Hundred Fifty (150) calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Fifty-Four Thousand, Seven Hundred Fifty and Zero Dollars (\$ 554,750.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Alternate #1 – Replace existing wood columns at Lower Level with steel 4"x4" columns as indicated on the Drawings. ADD: \$10,950.00

(Table deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Contingency Allowance	\$15,000.00
Inspecting and Testing Allowance	\$10,000.00

§ 4.4 Unit prices, if any: N/A

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Row deleted)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor and his Surety will be liable for and will pay the Owner the sum of Five Hundred (\$500.00) Dollars as liquidated damages for each calendar day until the Work is substantially complete. Reference Section 00 7200, General Conditions, Section 9.11, Liquidated Damages.

§ 4.6 Other: N/A

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Owner shall make payment to Contractor within forty-five (45) days following Owner's approval of an Application for Payment that has been reviewed and recommended by Architect.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Reference Section 00 7200, General Conditions, paragraph 9.3.1.3

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Reference Section 00 7200, General Conditions, paragraph 9.3.1.3

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

(Paragraphs deleted)

§ 5.3 Payment Procedures

5.3.1. Subject to the provisions of Article 9 of the General Conditions, the following payment procedures shall also apply to both progress and final payments.

1. At the time of the submission of an Application for Payment the Contractor shall furnish to the Contractor: (1) a certification of work performed on a form approved by the Owner; (2) waivers of lien for all work done by Contractor, all lienors giving notice and any such other persons, firms or corporations performing work in accordance with the Contract Documents to the date of the application for payment; and (3) evidence of payment to all laborers working directly or indirectly for the Contractor through the date of the application for payment. The Owner shall have the right at any time and in its sole discretion to make payments directly to laborers and/or material men and/or sub-contractors of the Contractor, or to make any such payments jointly to such payees and the Contractor.
2. Payments made to the Contractor are received by it in trust to be applied first to the amount owing to any person who has performed labor or furnished materials to the Contractor for the performance and work under this agreement and before the Contractor shall use any monies received for any other purposes.
3. Partial or final payment will not be payable or due at the option of the Owner in the event that any of the following conditions exist: (1) Defective or damaged work is not remedied by Contractor; (2) Claims have been filed by laborers, material men and/or subcontractors under this agreement; (3) Contractor fails to make the proper application for payment or fails to comply with Mississippi's mechanics lien law; (4) Contractor becomes bankrupt or insolvent; (5) This agreement or any other agreement between Owner and Contractor is in breach; and (6) Any insurance required of Contractor ceases to be effective and in force.
4. Acceptance of final payment by Contractor operates as a release to the Owner of all claims and liability to the Contractor for all construction work performed by Contractor.

§ 5.3.2 The compensation payable to the Contractor hereunder shall not be increased because of the imposition of any taxes, or of increases in the price of any labor, material or services.

§ 5.3.3 No payment made hereunder shall operate as an admission on the part of the Owner that this Agreement, or any part thereof has been complied with, or preclude any action for damages against the Contractor should this

Int.

Agreement not be faithfully executed in every respect or should the Work furnished and installed by the Contractor not meet with the approval of the Owner

§ 5.4 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent
(Paragraphs deleted)
jurisdiction, which shall be in Rankin County, Mississippi.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Keith Hicks, County Administrator
Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, Mississippi 39042
(601) 825-1475
khicks@rankincounty.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Nick Kaminer

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Mayrant and Associates, LLC
 (601)573-6985
 nick@mayrant.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, General Conditions, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Section 00 7200, General Conditions, Article 11, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

§8.7.1 The Agreement shall be governed by the laws of the State of Mississippi, and the mandatory and exclusive venue of any and all litigation shall be in Rankin County, Mississippi.

§8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Article 1 of the General Conditions shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones.

§ 8.7.6 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§8.7.7 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.8 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.9 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Mississippi or of the United States shall not affect the validity of the remainder of this Agreement.

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§ 8.7.10 By signing this Agreement, Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as a material inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work

- .1 The Contractor is authorized to do business in Mississippi under Mississippi Code §31-3-1 et seq. and is otherwise properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project.
- .2 Contractor is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder and that it has no reasonable belief that any of its subcontractors are not are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete their respective portion of the Work.
- .3 The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.
- .4 The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers.
- .5 The Contractor's duly authorized representative has visited the site of the Project, is familiar with the local conditions under which the Work is to be performed, and has correlated observations with the requirements of the Contract Documents.
- .6 The Contractor possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project and will perform the Work with the care, skill, and diligence of such a contractor.

§ 8.7.11 Contractor stipulates that Owner is a political subdivision of the State of Mississippi, and as such, enjoys immunities from suit and liability as provided by the Constitution and laws of the State of Mississippi. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .3 Drawings: Dated June 30, 2021

GENERAL INFORMATION

T101	TITLE SHEET
T102	ABBREVIATIONS, SYMBOLS & ADA MOUNTING HEIGHTS
T103	LIFE SAFETY PLAN

STRUCTURAL

S1.1	COLUMN REPLACEMENT PLAN AND DETAILS
------	-------------------------------------

ARCHITECTURAL

AD101	ARCHITECTURAL DEMOLITION AND PHOTOS
A101	OVERALL FLOOR PLAN
A102	REFLECTED CEILING PLAN
A401	ENLARGED FLOOR PLANS
A501	MISCELLANEOUS DETAILS
A601	MISCELLANEOUS DETAILS & PARTITION TYPES
A602	DOOR / WINDOW ELEVATIONS & SCHEDULES

INTERIORS

I101	FLOOR FINISH PLAN
I401	INTERIOR ELEVATIONS
I501	MILLWORK SECTIONS
I601	FINISH SCHEDULE

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PLUMBING

P100	PLUMBING NEW WORK PLANS
P200	PLUMBING RISERS
P300	PLUMBING SCHEDULES AND DETAILS

MECHANICAL

M100	HVAC NEW WORK PLANS
M200	MECHANICAL SCHEDULES
M300	MECHANICAL DETAILS

ELECTRICAL

E001	LEGEND AND SCHEDULES
E101	ELECTRICAL FLOOR PLANS LIGHTING
E102	ELECTRICAL FLOOR PLANS & COMM.
E103	ELECTRICAL FLOOR PLANS SPECIAL SYSTEMS
E201	ELECTRICAL DETAILS

.4 Specifications: Dated July 14, 2021

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0101	PROJECT TITLE PAGE
00 0115	LIST OF DRAWING SHEETS
	INVITATION FOR BIDS
00 2113	INSTRUCTIONS TO BIDDERS
00 4100	BID FORM
00 5000	CONTRACTING FORMS AND SUPPLEMENTS
00 5200	AGREEMENT FORM
00 6000	PROJECT FORMS
00 7200	GENERAL CONDITIONS

DIVISION 01 – GENERAL REQUIREMENTS

01 1000	SUMMARY
01 2000	PRICE AND PAYMENT PROCEDURES
01 2100	ALLOWANCES
01 2300	ALTERNATES
01 3000	ADMINISTRATIVE REQUIREMENTS
01 3216	CONSTRUCTION PROGRESS SCHEDULE
01 4000	QUALITY REQUIREMENTS
01 5000	TEMPORARY FACILITIES AND CONTROLS
01 6000	PRODUCT REQUIREMENTS
01 7000	EXECUTION AND CLOSE-OUT REQUIREMENTS
01 7800	CLOSEOUT SUBMITALS

DIVISION 02 – EXISTING CONDITIONS

02 4110	DEMOLITION FOR ALTERATIONS
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DIVISION 03 – CONCRETE

03 5410	CAST UNDERLAYMENT/FLOOR PATCH
---------	-------------------------------

DIVISION 05 – METALS

05 5133	METAL LADDERS
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DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 1000	ROUGH CARPENTRY
06 4100	ARCHITECTURAL WOOD CASEWORK

Init.

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DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 2128	CELLULOSE BLOWN INSULATION
07 8400	FIRESTOPPING
07 9200	JOINT SEALANTS

DIVISION 08 – OPENINGS

08 1113	HOLLOW METAL DOORS AND FRAMES
08 1416	FLUSH WOOD DOORS
08 3100	ACCESS DOORS AND PANELS
08 3313	COILING COUNTER DOORS
08 7100	DOOR HARDWARE
08 8000	GLAZING

DIVISION 09 – FINISHES

09 2116	GYPSUM BOARD ASSEMBLIES
09 3000	TILING
09 5100	ACOUSTICAL CEILINGS
09 6500	RESILIENT FLOORING
09 6813	TILE CARPETING
09 9123	INTERIOR PAINTING

DIVISION 10 – SPECIALTIES

10 1400	SIGNAGE
10 2113.19	PLASTIC TOILET COMPARTMENTS
10 2800	TOILET, BATH, AND LAUNDRY ACCESSORIES
10 5110	METAL FLAT FILES

DIVISION 12 – FURNISHINGS

12 2113	HORIZONTAL LOUVER BLINDS
12 3600	COUNTERTOPS

DIVISION 26 – ELECTRICAL

26 0010	GENERAL PROVISIONS
26 0020	CODES & STANDARDS
26 0030	ELECTRICAL EQUIPMENT/MATERIAL SUBMITTALS
26 0100	BASIC ELECTRICAL MATERIALS & METHODS
26 0110	RACEWAYS AND FITTINGS
26 0120	BOXES AND ENCLOSURES
26 0130	LOW-VOLTAGE POWER CONDUCTORS
26 0220	SECONDARY ELECTRICAL SERVICE SYSTEM
26 0250	GROUNDING & BONDING SYSTEM
26 0310	PANELBOARDS
26 0410	WIRING DEVICES
26 0420	LIGHTING LUMINAIRES
26 0450	EQUIPMENT ELECTRICAL SERVICES
26 0510	TELECOMMUNICATION RACEWAY SYSTEM

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 0010	GENERAL PROVISIONS
28 0030	EQUIPMENT/MATERIAL SUBMITTALS
28 0110	FIRE DETECTION & ALARM SYSTEM

.5 Addenda, if any:

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Attachment: Vardoc Executed Community Services Building Construction Contract (16641 : Various Documents)

Number	Date	Pages
Addendum No. 1	August 5, 2021	8
Addendum No. 2	August 10, 2021	2

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[
(Paragraphs deleted)

X] General Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions AIA Document A201-2017	July 14, 2021	44

(Paragraphs deleted)

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Jared Morrison, Board President
(Printed name and title)


CONTRACTOR (Signature)

John Mollwain, President
(Printed name and title)

Init.

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User Notes:

(1382700343)

11

Attachment: Vardoc Executed Community Services Building Construction Contract (16641 : Various Documents)

Bond No. 2318527

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond**CONTRACTOR:**

(Name, legal status and address)

Mayrant & Associates, LLC
P.O. Box 4623
Jackson, MS 39296

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

Mailing Address for Notices

1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: August 25, 2021

Amount: \$ 554,750.00 Five Hundred Fifty Four Thousand Seven Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Rankin County Community Services Building Renovation Brandon, Mississippi

BOND

Date: August 25, 2021

(Not earlier than Construction Contract Date)

Amount: \$ 554,750.00 Five Hundred Fifty Four Thousand Seven Hundred Fifty Dollars and 00/100

Modifications to this Bond:

☒ None☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company:

Mayrant & Associates, LLC

Signature:

Name and Title:

John McIlwain
John McIlwain
President

**SURETY**

Company:

North American Specialty Insurance Company

Signature:

Name and Title:

Peggy L. Jackson
Peggy L. Jackson
Attorney-in-Fact
Resident Mississippi Agent



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215-1490
601-960-8200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

JH&H Architects, Planners, Interiors PA
1047 North Flowood Drive
Flowood, MS 39232-9533
(601)355-6200

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____
 Name and Title: _____
 Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
 Name and Title: _____
 Address: _____

Attachment: Vardoc Executed Community Services Building Construction Contract (16641 : Various Documents)

Bond No. 2318527

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond**CONTRACTOR:**

(Name, legal status and address)

Mayrant & Associates, LLC
P.O. Box 4623
Jackson, MS 39296

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: August 25, 2021

Amount: \$ 554,750.00 Five Hundred Fifty Four Thousand Seven Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Rankin County Community Services Building Renovation Brandon, Mississippi

BOND

Date: August 25, 2021

(Not earlier than Construction Contract Date)

Amount: \$ 554,750.00 Five Hundred Fifty Four Thousand Seven Hundred Fifty Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Mayrant & Associates, LLC

Signature:

Name

and Title:

John McIlwain
John McIlwain
President

**SURETY**

Company:

(Corporate Seal)

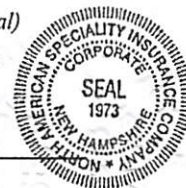
North American Specialty Insurance Company

Signature:

Name

and Title:

Peggy L. Jackson
Peggy L. Jackson
Attorney-in-Fact
Resident Mississippi Agent



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215-1490
601-960-8200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

JH&H Architects, Planners, Interiors PA
1047 North Flowood Drive
Flowood, MS 39232-9533
(601)355-6200

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: **Peggy L Jackson**

Principal:	Mayrant & Associates, LLC	Bond Number:	2318527
Obligee:	Rankin County Board of Supervisors	Bond Amount:	See Bond Form
Bond Description:	Rankin County Community Services Building Renovation Brandon, Mississippi		

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

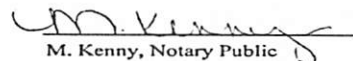
North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

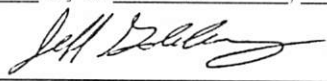
On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of August, 2021.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



MAYR&AS-01

5.4.A.a

CCOLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Cindy Cole, APA, CPIW, CISR	
	PHONE (A/C, No, Ext): (601) 960-8234	FAX (A/C, No): (601) 208-3005
E-MAIL ADDRESS: ccole@fbbins.com		
INSURED Mayrant & Associates, LLC P.O. Box 4623 Jackson, MS 39296-4623	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Brierfield Insurance Company	
	INSURER B: Builders Mutual	
	INSURER C: United Fire & Casualty Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Owners Contractors ☒ Protective GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPP10003715602	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EPLI \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA10000864904	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			UMB10002045703	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP102886707	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk			TBD	9/20/2021	9/20/2022	\$2,500 deductible \$ 554,750

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Rankin County Community Services Building Renovations Contract Amount: \$554,750

Blanket additional insured endorsement applies to general liability when required by written contract. Blanket Waiver of subrogation applies General Liability when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Man



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

September 2, 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 September 21 - 23, 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 September 21 - 23, 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 \$563,000.00 for the equipment listed on the attached Exhibit "A" as per

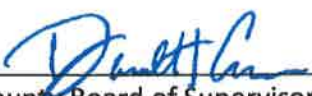
the specifications and conditions listed on the (Exhibit "A"). A commission rate of 7% Absolute will be charged to gross sales.

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.

Equipment needs to be on our yard by September 13, 2021.

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.

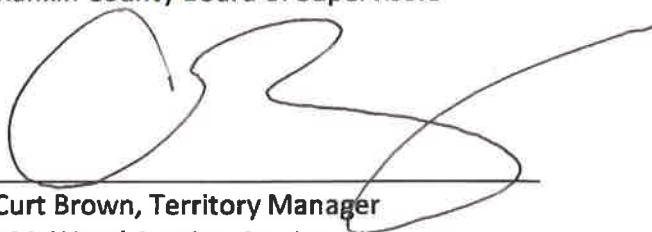
"We Turn Equipment into Cash."



Rankin County Board of Supervisors

9/7/2021

Date



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

9/10/21

Date



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

9-10-2021

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.



AIA[®] Document A101[™] - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the thirteenth day of September in the year Two thousand twenty-one

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

Multi-Con, Inc.
P.O. Box 9325
Jackson, MS 39286-9325

for the following Project:

(Name, location and detailed description)

Rankin County Health Department
WIC Renovation
401 Parkway Drive
Pearl, Mississippi 39208
« »

The Architect:

(Name, legal status, address and other information)

Hall Engineering, LLC
4607 Womack Drive
Jackson, Mississippi

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than ninety (90) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One hundred and twenty-four thousand two hundred and fifty-eight dollars and zero cents (\$ 124,258.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Fire Sprinkler System Allowance	\$4,000.00
Fire Alarm System Allowance	\$5,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$150.00 per Calendar Day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Ending on the 25th of each month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **Thirty (30)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% Retainage

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage will be released upon final inspection and completion of punch list items.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A %

ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Keith Hicks, CPA
211 E. Government St., Suite A
Brandon, MS 39042
khicks@rankincounty.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Joe Collins
P.O. Box 9325
Jackson, Mississippi 39286-9325
multiconelec@comcast.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
T1	Cover Sheet	July 2021
A1	Existing/ Demo Layout	July 2021
A2	Proposed Layout	July 2021
A3	Existing Layout	July 2021
M1	Mechanical Layout	July 2021
E1	Power Layout	July 2021
E2	Electrical Layout	July 2021
E3	Electrical Details	July 2021
E4	Electrical Legend	July 2021
E5	General Notes	July 2021

.6 Specifications

Section	Title	Date	Pages
Contract Documents and Specifications	Rankin County Health Department Wic Renovation	June 27, 2021	244

.7 Addenda, if any:

Number	Date	Pages
1	August 10, 2021	8
2	August 11, 2021	2
3	August 11, 2021	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Bid Proposal Form	June 5, 2020	1
Exhibit B	Bid	June 5, 2020	1
Exhibit C	Bid Bond	June 5, 2020	1
Exhibit D	Agreement		3
Exhibit E	Payment Bond		2
Exhibit F	Notice to Proceed		1

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.


 OWNER (Signature)
 Rankins County Board President
 (Printed name and title)


 CONTRACTOR (Signature)
 Joe Collins, President
 (Printed name and title)

OWNER (Signature)

 (Printed name and title)

OWNER (Signature)

 (Printed name and title)

Joel Price

Southeastern Architectural Woodworks

1148 Shiloh Road

Should you decide you would like to express your opinion against the construction of an outdoor shooting range, you can sign this attached document and drop it off at our Southeastern Architectural Woodworks office and I will deliver them to the Board of Supervisors meeting Wednesday morning

(9/15/2021).

Thank you for your consideration of this matter.

Joel Price

9/13/21
 Thanks
 Mr. Price
 for letting me
 be a part of this
 It's not across the
 road is with a guess to
 need to attend meetings
 to find out what's going on
 instead of just
 I would like
 Kindly
 Carol
 10/1-39

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

Rankin County Board of Supervisors:

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Sincerely,

Cathryn Golden
Current Owner

1135 Shiloh Rd, Brandon, MS
Current Address 39042

In my knowledge
Rankin County has gun-sight OVER
training area already
towards the Byram Area for their

I'm not sure exactly
 where they want to
 place a shooting range area
 would require a lot of space &
 what if stray bullets
 Brandon P.D. that live next
 to Body Shop - shoots at night
 already - We target practice
 on my property sometimes - but
 not to be distracting - I agree
 it would be noisy - Yell we
 finally got the drag ^(nitrous) racing -
 stopped when the Brandon P.D. moved
 in MS Comfort's place -
 Maybe they could devise this
 to off Hwy 80 towards Reliance -
 instead of on community - sheets
 where I love my place still country
 Carol H.

Joel Price

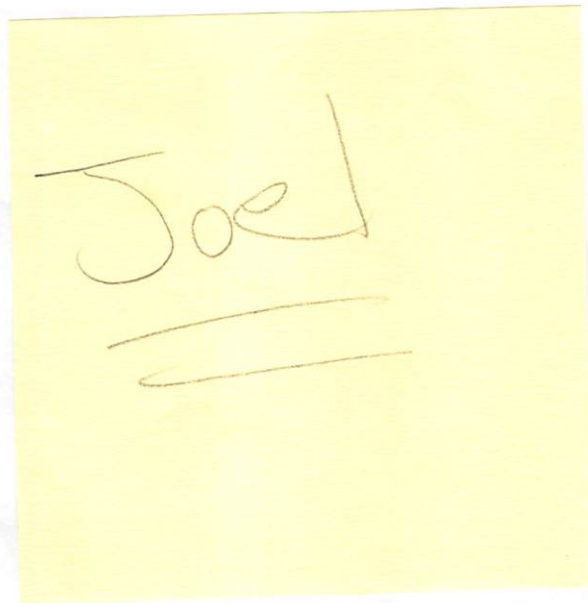
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1148 Shiloh Road

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Joel Price

A yellow rectangular sticky note is placed over the signature area of the letter. It contains the handwritten name 'Joel' in dark ink, with two horizontal lines drawn below it.

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

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Sincerely,

Robert Golden Jr 

Current Owner

1131 Shiloh Rd. Brandon MS, 39042

Current Address

* Rankin County has plenty of land available on and off Marquette Rd. MAY I suggest building the shooting Range next to the County Park on East Metro Parks that land is owned by Rankin County and would be a far better location.

Joel Price

Southeastern Architectural Woodworks

1148 Shiloh Road

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Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

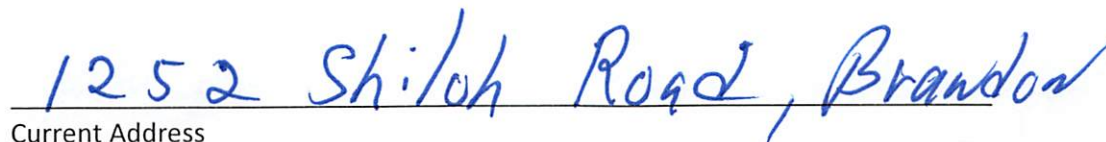
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Sincerely,



Current Owner



Current Address

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Joel Price

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1148 Shiloh Road

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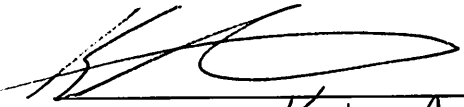
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Sincerely,


Current Owner Katre Arnold

134 Natures Hollow Rd Brandon MS 39042
Current Address

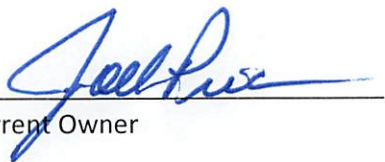
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Sincerely,


Current Owner

1791 Rd Brandon MS 39046
Current Address

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FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

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Sincerely,



Current Owner

2288 Shiloh Rd Pelahatchie MS 39145

Current Address

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

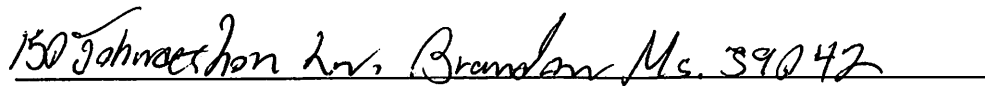
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Sincerely,



Current Owner



Current Address

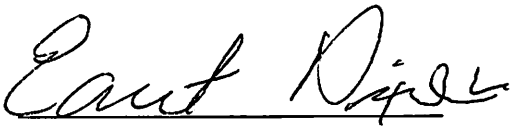
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FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

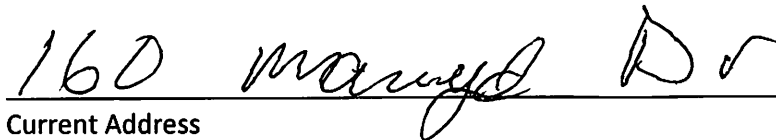
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Sincerely,



Current Owner



Current Address

Brandon, MS

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

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Sincerely,

John H Randolph, Jr.

Current Owner

140 Mandy Dr
Brandon, Ms. 39042

Current Address

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

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Sincerely,

Beatrice Sellers

Current Owner

147 Mantel Drive
Brandon, MS. 39042

Current Address

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Sincerely,

Mary R Alexander

Current Owner

141 Mandy Dr
Brandon, Ms, 39042

Current Address

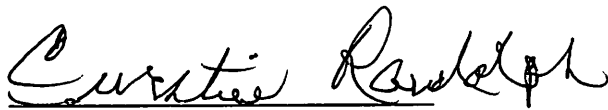
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Sincerely,



Current Owner



Current Address

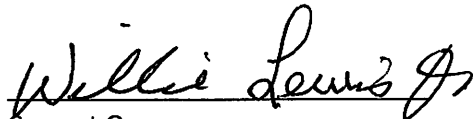
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Sincerely,


Current Owner


Current Address

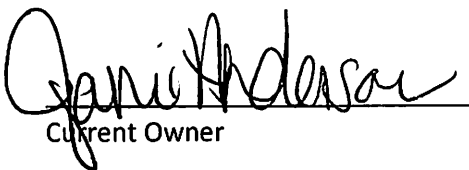
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Sincerely,


Current Owner


Current Address

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Sincerely,


Current Owner


Current Address

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Sincerely,

Ashley Mano
Current Owner

1158 Shiloh Rd Brandon MS 39142
Current Address

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Sincerely,

Mrs Sara L Adams

Current Owner

125 Mandy DR. Brandon, MS 39042

Current Address

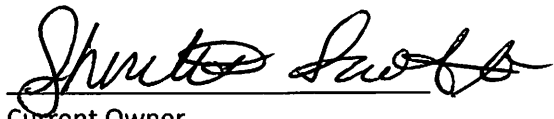
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Sincerely,



Current Owner

1440 Shiloh Rd Brandon MS 39042

Current Address

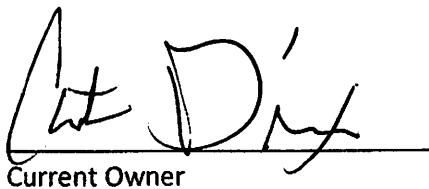
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Sincerely,



Current Owner

123 A Mandy Dr. Brandon MS 39042

Current Address

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Sincerely,

Current Owner

Sandra Mayo

Current Address

719 Mac Dr Brea

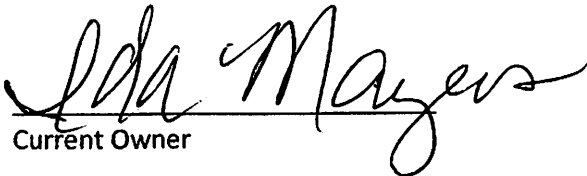
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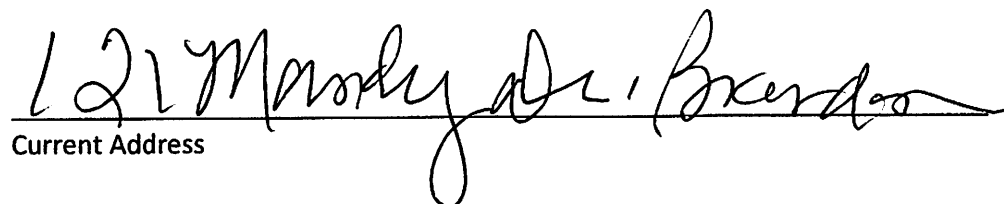
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Current Owner


Current Address

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Sincerely,

Rosie M. Kersh

Current Owner

1651 Shiloh Road, Brandon, MS. 39046

Current Address

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Current Owner


Current Address

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Sincerely,



Current Owner

194 John Shiloh Rd

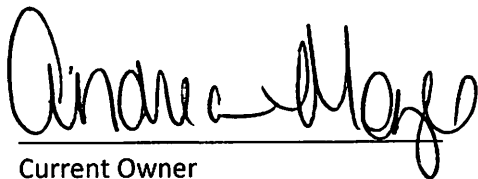
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FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

Rankin County Board of Supervisors:

It is my understanding that there is a motion to place a shooting range for the Rankin County Sheriffs Office near my property on Shiloh Road. I want this letter to be my voice of opposition to the placement of any outdoor shooting facility in the vicinity of my property. It is my firm belief that with a facility of this type, that will have trainings throughout the day and even after dark, the noise pollution will devalue my property and become a constant nuisance not only for me and my family but for the surrounding wildlife that occupy our area. The county zoning immediately to the west is for Residential Estate lots, and this motion for the outdoor shooting/training facility will prevent further expansion into this highly sought-after area in Rankin County. Please vote no to allowing this facility to be located in this area.

Sincerely,



Current Owner



Current Address

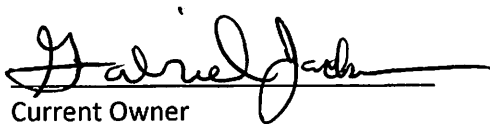
Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

Rankin County Board of Supervisors:

It is my understanding that there is a motion to place a shooting range for the Rankin County Sheriffs Office near my property on Shiloh Road. I want this letter to be my voice of opposition to the placement of any outdoor shooting facility in the vicinity of my property. It is my firm belief that with a facility of this type, that will have trainings throughout the day and even after dark, the noise pollution will devalue my property and become a constant nuisance not only for me and my family but for the surrounding wildlife that occupy our area. The county zoning immediately to the west is for Residential Estate lots, and this motion for the outdoor shooting/training facility will prevent further expansion into this highly sought-after area in Rankin County. Please vote no to allowing this facility to be located in this area.

Sincerely,


Current Owner

185 Redlean Cove Brandon, MS 39042
Current Address

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

Rankin County Board of Supervisors:

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Sincerely,

Wanda Collier

Current Owner

173 Redlean Cove, Brandon, MS 39042

Current Address

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

Rankin County Board of Supervisors:

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Sincerely,



Current Owner



Current Address

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

Rankin County Board of Supervisors:

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Sincerely,



Current Owner



Current Address

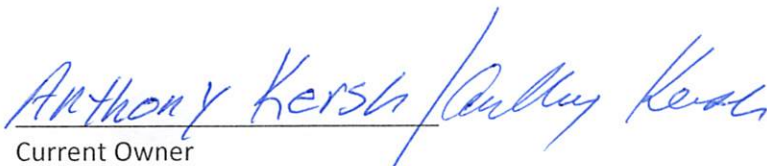
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FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

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Sincerely,


Current Owner

1701 Shiloh Rd
Brandon, MS 39042

Current Address

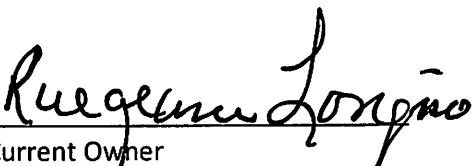
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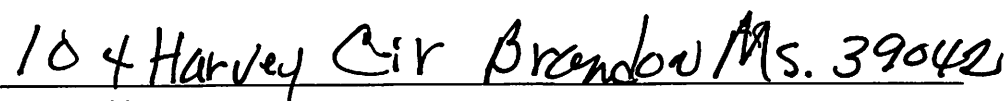
FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

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Sincerely,


Current Owner


Current Address

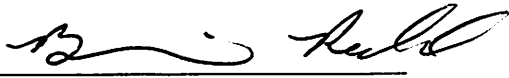
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FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

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Sincerely,



Current Owner

120 Harvey Circle Brandon MS 39012

Current Address

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

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Sincerely,



Current Owner



Current Address

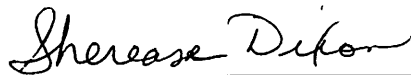
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FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

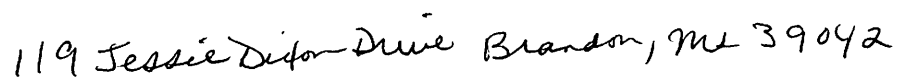
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Sincerely,



Current Owner



Current Address

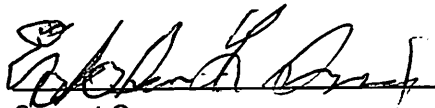
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FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

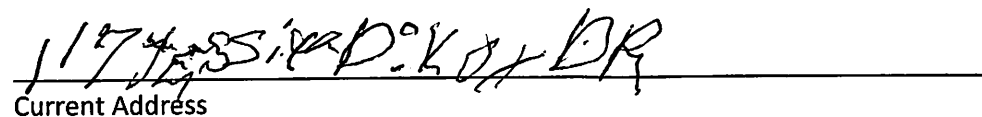
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Sincerely,



Current Owner



Current Address

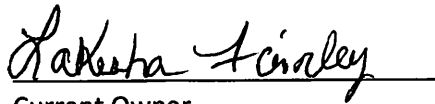
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FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

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Sincerely,



Current Owner

117 Dixon Rd. Brandon MS 39042

Current Address

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

FOR REVIEW AT THE SEPTEMBER 15, 2021 BOARD OF SUPERVISORS RANKIN COUNTY MEETING

Rankin County Board of Supervisors:

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Sincerely,

James M. Harris

Current Owner

*158 JOHNS SHILOH RD
BRANDON, MS. 39042*

Current Address

Attachment: Vardoc Letters of Opposition to the Gun Range on Shiloh Road (16641 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 8TH DAY OF SEPTEMBER, 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 s that said newspaper has been published for more than 12 months prior the first publication of the attached notice and is qualified under Chap 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendat thereto, and that a certain

NOTICE OF ZONING HEARING

ALLTEL CORPORATION
D/B/A VERIZON WIRELESS

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON OCTOBER 4, 2021 AT 9:00 A.M., AT THE RANKIN COUNTY ANNEX BUILDING, 211 EAST GOVERNMENT STREET, BRANDON, MISSISSIPPI, FOR THE PURPOSE OF DETERMINING WHETHER OR NOT A CONDITIONAL USE PERMIT SHALL BE GRANTED TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN RANKIN COUNTY, MISSISSIPPI:

1.51 acres, situated in the SE 1/4 of the SE 1/4 of Section 29 and the NE 1/4 of the NE 1/4 of Section 32, T6N, R3E, Rankin County, Mississippi and being more particularly described in deed recorded in book 2009 at page 3563 and being located at 6399 Grants Ferry Rd., Brandon, MS.

APPROVED:

Larry Swales by Jessica Flood, D.C.
Chancery Clerk

September 6, 2021

Date

September 8, 2021

#1078

NOTICE OF ZONING HEARING

ALLTEL CORPORATION D/B/A VERIZON WIRELESS

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

Vol 174 No. 09 on the 8th day of September, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 8th day of September, 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)

142 words at .12 each..... \$17.04

Proof of Publication NC

TOTAL..... **\$17.04**



Attachment: Vardoc Notice of Zoning Hearing for Alltel Corporation DBA Verizon (16641 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 8TH DAY OF SEPTEMBER, 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 officer
and for said County and State, who being duly sworn, deposes and s
that said newspaper has been published for more than 12 months prior
the first publication of the attached notice and is qualified under Chap
13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendat
thereto, and that a certain

NOTICE OF ZONING HEARING

MARILYN TURNAGE

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

Vol 174 No. 09 on the 8th day of September, 2021

NOTICE OF ZONING HEARING
MARILYN TURNAGE
NOTICE IS HEREBY GIVEN
TO THOSE PARTIES IN INTEREST
THAT THERE WILL BE A HEARING
ON OCTOBER 4, 2021 AT 9:00 A.M.,
AT THE RANKIN COUNTY ANNEX
BUILDING, 211 EAST GOVERNMENT
STREET, BRANDON, MISSISSIPPI, FOR
THE PURPOSE OF DETERMINING
WHETHER OR NOT A CONDITIONAL
USE PERMIT SHALL BE GRANTED TO
THE OWNERS OF THE FOLLOWING
DESCRIBED PROPERTY LOCATED IN
RANKIN COUNTY, MISSISSIPPI:
A parcel of land containing 5.89 acres
situated in the SW 1/4 of the NE 1/4
of Section 31, T8N, R4E, Rankin County,
Mississippi more particularly described in
deed recorded in Book 2005 at page 19164
and located at 4087 Hwy 471, Brandon,
MS 39047.
APPROVED:
Larry Swales by Jessica Flood, D.C.
Chancery Clerk
September 6, 2021
Date
September 8, 2021
#1077

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned
Marcus Bowers this 8th day of September, 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)

130 words at .12 each.....	\$15.60
Proof of Publication	NC
TOTAL	\$15.60



Attachment: Vardoc Notice of Zoning Hearing for Marilyn Turnage (16641 : Various Documents)

**RANKIN-HINDS PEARL RIVER
FLOOD AND DRAINAGE CONTROL DISTRICT**
"Protecting Rankin and Hinds County"

DIRECTORS:

Mayor Gary Rhoads – President
Rankin-Hinds Pearl River Flood &
Drainage Control District
City of Flowood
Mayor Chokwe Antar Lumumba
City of Jackson
Mayor Jake Windham
City of Pearl
Mayor Pat Sullivan
City of Richland
Mr. Robert Graham
Hinds County Board of Supervisors
Vacant
Rankin County Board of Supervisors
Vacant
State Fair Commission

September 7, 2021

Mailing Address:
Post Office Box 320069
Flowood, MS 39232-0069

Telephone:
(601) 939-4243

Facsimile:
(601) 932-4384

Jay Bishop, President
Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, Mississippi 39042

John Sullivan
Rankin County Tax Assessor
211 East Government Street
Brandon, Mississippi 39042

Larry Swales
Rankin County Chancery Clerk
211 East Government Street, Suite D
Brandon, Mississippi 39042

Caroline Gilbert
Rankin County Tax Collector
211 East Government Street
Brandon, Mississippi 39042

Keith Hicks
Rankin County Administrator
211 East Government Street, Suite A
Brandon, Mississippi 39042

Re: Setting of Millage Rate for Rankin-Hinds Pearl River Flood and Drainage Control District – Rankin County

Section 51-35-333 Miss. Code Ann (1972) states in part as follows:

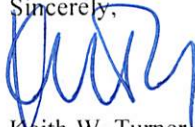
To provide funds for the payment of the principal of, interest on, and other charges in connection with bonds issued under the provisions of this article, to provide funds for the annual expenses of operations of the district, and to provide funds for carrying out any of the purposes of this article, the district is empowered to levy annually a special tax upon all the taxable property within such district on or before the first Monday of September of each year and shall certify the levy to the boards of supervisors of the various counties in said district. It shall be the duty of the boards of supervisors of each county to make said levy on each tract of land or other property in said district according to the assessed valuation thereof. Such taxes shall be collected by the tax collectors of the respective counties in said district . . .

Based on the above, the Board of Directors of the Rankin-Hinds Pearl River Flood and Drainage Control District (the "District"), at a meeting held on September 7th, certified a millage rate of 4.75 mills for Rankin County property located within the District for the fiscal year October 1, 2021 through September 30, 2022. This is not a change from the prior year.

September 7, 2021
Page 2

If you need additional information, please call me at (601) 965-1958.

Sincerely,



Keith W. Turner
Attorney for Rankin-Hinds Pearl River
Flood and Drainage Control District

KWT:sd

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 15TH DAY OF SEPTEMBER, 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

**NOTICE OF ZONING HEARING
YONI & AMIE DIAZ**
NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON OCTOBER 4, 2021 AT 9:00 A.M., AT THE RANKIN COUNTY ANNEX BUILDING, 211 EAST GOVERNMENT STREET, BRANDON, MISSISSIPPI, FOR THE PURPOSE OF DETERMINING WHETHER OR NOT A CONDITIONAL USE PERMIT SHALL BE GRANTED TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN RANKIN COUNTY, MISSISSIPPI:
34.98 acres in the NW 1/4 of the SE 1/4 and part of the SW 1/4 of the SE 1/4 and part of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4 of Section 3, T4N, R2E, Rankin County, Mississippi and being more particularly described in deed recorded in book 2017 at page 25521 and being located at 451 E. Petros Rd, Pearl, MS.
APPROVED:
Larry Swales by Jessica Flood, D.C.
Chancery Clerk
September 13, 2021
Date
September 15, 2021
#1107

NOTICE OF ZONING HEARING

YONI & AMIE DIAZ

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

Vol 174 No. 10 on the 15th day of September, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 15th day of September, 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)

159 words at .12 each..... \$19.08

Proof of Publication NC

TOTAL..... \$19.08



Attachment: Vardoc Notice of Zoning Hearing for Yoni & Amie Diaz (Proof) (16641 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 15TH DAY OF SEPTEMBER, 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

NOTICE OF ZONING HEARING
SCOTT MAY
NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON OCTOBER 4, 2021, AT 9:00 A.M., AT THE RANKIN COUNTY ANNEX BUILDING, 211 EAST GOVERNMENT STREET, BRANDON, MISSISSIPPI, FOR THE PURPOSE OF DETERMINING WHETHER OR NOT THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN RANKIN COUNTY, MISSISSIPPI SHALL BE CHANGED FROM A-1 TO RE-1.
40 acres in the NE 1/4 of NW 1/4, Section 10, T4N, R3E and NW 1/4 of NE 1/4, Section 10, T4N, R3E, Rankin County, Mississippi, Tax Parcel ID: 16-66
APPROVED:
Larry Swales by Jessica Flood, D.C.
Chancery Clerk
September 16, 2021
Date
September 15, 2021
#1106

NOTICE OF ZONING HEARING

SCOTT MAY (40 ACRES)

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

Vol 174 No. 10 on the 15th day of September, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 15th day of September, 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)

114 words at .12 each..... \$13.68

Proof of Publication NC

TOTAL..... **\$13.68**



Attachment: Vardoc Notice of Zoning Hearing Scott May (40 Acres) (Proof) (16641 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

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NOTICE OF ZONING HEARING

SCOTT MAY (34.42 ACRES)

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

Vol 174 No. 10 on the 15th day of September, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 15th day of September, 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)

133 words at .12 each..... \$15.96

Proof of Publication NC

TOTAL..... \$15.96

NOTICE OF ZONING HEARING
SCOTT MAY
NOTICE IS HEREBY GIVEN TO
THOSE PARTIES IN INTEREST THAT
THERE WILL BE A HEARING ON
OCTOBER 4, 2021, AT 9:00 A.M., AT
THE RANKIN COUNTY ANNEX
BUILDING, 211 EAST GOVERNMENT
STREET, BRANDON, MISSISSIPPI, FOR
THE PURPOSE OF DETERMINING
WHETHER OR NOT THE ZONING
OF THE FOLLOWING DESCRIBED
PROPERTY LOCATED IN RANKIN
COUNTY, MISSISSIPPI SHALL BE
CHANGED FROM A-1 TO RE-1.
34.42 acres in the SW 1/4 of the SW 1/4
and the NW 1/4 of the SW 1/4 of Section
28, T8N, R4E, Rankin County, Mississippi
and being more particularly described
in deed recorded in book 2021 at page
18672, and being located on Hwy 43 N,
Brandon, MS.
APPROVED:
Larry Swales by Jessica Flood, D.C.
Chancery Clerk
September 16, 2021
Date
September 15, 2021
#1108



Attachment: Vardoc Notice of Zoning Hearing for Scott May (Proof) (16641 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 15TH DAY OF SEPTEMBER, 2021, personally came Marcus Bowers, publisher of the Rankin County News

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES AUGUST 16, 2021

I. Call to Order
9:00 AM Meeting called to order on August 16, 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

III. PUBLIC COMMENTS AND RECOGNITION

A. Welcome & Introduction of Karl Vanhorn, Mayor of Town of Pelahatchie and Brady Harrell, Public Works Supervisor for the Town of Pelahatchie

B. Carl Franco - Discussion and potential action on Community Services Building. Authority to accept bid from Mayrant & Associates, LLC., including the alternate bid, as recommended by JH & H Architects, contingent upon review by legal counsel and authority to execute upon approval by legal counsel

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

IV. OLD BUSINESS

Minutes Approval: A. August 2, 2021

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

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:

Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

1. APPROVAL OF THE FOLLOWING: FINANCIAL REPORTS

A. Approval of claims docket in the amount of \$6,186,557.87

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 July 2021

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

AUGUST 16, 2021

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

Vol 174 No. 10 on the 15th day of September, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 15th day of September, 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)

6,913 words at .12 each..... \$829.56

Proof of Publication NC

TOTAL..... \$829.56



Attachment: Vardoc Minutes August 16, 2021 (Proof) (16641 : Various Documents)

AUGUST 16, 2021

PROOF OF PUBLICATION

C. Acceptance of Rankin County School District Board Resolution - Requesting Funding for FY2022

D. Approval of Budget Amendment for an increase in the amount of \$21,055.00 in the Sheriff Project fund to account for project expenditures

E. Approval of Budget Amendment for an increase in the amount of \$120,000.00 in the Capital Project fund for New Courthouse Final Construction and Architect Pay Apps.

F. Approval of Budget Amendment for Livestock to transfer between line items (No Increase)

G. Approval of Budget Amendment for BOS for an increase in the amount of \$376,785.00 for contractual services

H. Approval of Budget Amendment for the Tax Collector for an increase in the amount of \$125,000.00 for contractual services.

I. Approval of Budget Amendment for the D.A. to transfer funds between line items (No Increase)

J. Approval of Budget Amendment in EOC for an increase in the amount of \$150,000.00 for Shooting Range Construction

K. Approval of Budget Amendment in 911 fund to transfer funds between line items (No Increase)

L. Approval of Budget Amendment in the Road fund to transfer between line items (no increase)

GRANT, CONTRACTS & AGREEMENTS

M. Approval of request from East Rankin Academy Educational Foundation for the FY 2020 Recreational Funds (District 4) in the amount of \$2,000.00 as authorized by HB761 Regular Session; these funds will be used toward the purchase of a basketball scoreboard and authority to issue check contingent upon receipt of required documents

N. Request approval of Assignment of Commercial Leasehold Interest Contract of the Sixteenth Section Lands between J.A.C. Properties, LLC (Assignor) does hereby sell, convey, and warrant unto BAL Properties (Assignee); this is contingent upon receipt of all necessary documents with signatures received from RCSD

O. Authority to renew Universal Forensic Extraction Device (UFED) 4PC Ultimate Software Support with Cellebrite, Inc. for the Sheriff's Department in the amount of \$7,161.25 and authority to issue check upon receipt of invoice

P. Authority of two year recertification for Chris Briggman and Brad Smith with Cellebrite for use of Software for court purposes in the amount of \$578.00 and authority to issue check upon receipt of invoice

Q. Approval to accept the adjusted rate schedule from Engineering Service effective September 1, 2021, for future hourly and cost plus fixed fee contracts (All current contracts will remain unchanged, future lump sum contracts will be negotiated as usual)

R. Authorization for Sheriff to execute MOU with MDRS for Vocational Rehabilitation Services for Trustees

S. Request authority to accept the award for FY22 DPS - Justice Assistant Grant for the Drug Court Programs in the amount of \$190,543.00

2. AUTHORITY TO ISSUE CHECKS: Dues and Training Conferences

A. Authority to pay 2022 membership dues for Doug Carter, Heather Jennings, and Donna Bellech to the (MACAA) Mississippi Association of County Agriculture Agents in the amount of \$100.00 each and authority to issue check

B. Authority to pay lodging in the amount of \$69.99 per night to the Golden Nugget, Biloxi, MS for three nights for Purchase Clerk Brigitte Herring and Assistant Purchase Clerk Rachel Knight for the Annual MAGPPA Conference November 7-10, 2021, as prior approved on the August 2, 2021, meeting and pay any travel related expenses and authority to issue check

C. Request to pay lodging in the amount of \$515.00 for five nights September 19-24, 2021 for Tonisha Ealy to attend the IAAO Course

101 Fundamentals of Real Property Appraisal at the Best Conference Center in Starkville, MS which prior approved on the July 15, 2021 meeting and authority to pay travel related expenses and authority to issue check

D. Authority to pay registration fees in the amount of \$200 each for Keith Hicks, County Administrator and Wanda Martin, County Comptroller and \$250.00 for Craig Slay, Board Attorney to attend the American Rescue Plan Seminar on September 8, 2021 at The Refuge Conference Center in Flowood, MS and pay any travel related expenses and authority to issue

3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:

A. Request of authority to remove items from the county inventory and declare surplus, also transfer items between Departments

B. Authority to remove equipment from the Sheriff's Department County Inventory, declare equipment surplus property and transfer these two items to the Tougaloo College Security as an Intergovernmental transfer at no cost. Pursuant to Mississippi Code Annotated §31-7-13 (2010 Ford Crown Vic VIN#2FABP7BV5AX118298 Unit #136 and 2012 Chevy Tahoe VIN#1GNLC2E09CR253267 Unit #73)

4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

Sheriff Department: Thomas J. Beaver (Transferring to School Resource Officer no change in pay, from Court Services) at Step 301; Christian Davis (New Hire, Deputy Sheriff / Court Services) at Step 355; Justin Edwards (New Hire, Deputy Sheriff) at Step 319; Amy Grantham (New Hire, Dispatch / Communications Officer) at Step 246; Maurice "Marty" McMullen (Transferring to Court Services from School Resource, no change in pay) at Step 304; Jamie Lee Smith (Transferring to School Resource Officer, no change in pay) at Step 327; Napoleon Valino (Promotion to Patrol Corporal) at Step 339; Youth Court: Barry Belue (Drug Court Case Manager) at Step 378; District Attorney: Gracie Hammons (Contractual Student Worker, at \$12.00 per hour)

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 Agreement between RCBS and Resnick & Louis, P.C. (PDF)

2. b Vardoc Amendment to the Local Solid Waste Management Plan - Tire Collection Facility (PDF)

3. c Vardoc Resolution Commending the Life of Rankin Citizen Grace Logan (PDF)

4. d Vardoc Right of Way Certification Report - Spillway Rd, Grants Ferry (PDF)

VI. CRAIG SLAY, BOARD ATTORNEY

PUBLIC HEARING FOR 2021 PROTEST OF PROPERTY TAX ASSESSMENTS:

1. Wal-Mart Real Estate Business Trust - Parcel G9D-7-10 (Represented by Evans Petree PC/Caren Nichol)

1. Action on Wal-Mart Real Estate Business Trust - Approval to accept Tax Assessor's valuation

Board Attorney, Craig Slay, opened the public hearing. Caren Nichol, tax representative for Evans Petree P.C., was present on behalf of the protest submitted. Hearing no further comment, Mr. Slay closed the public hearing.

*Additional documentation submitted to become a permanent part of the minutes
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

2. Wal-Mart Real Estate Business Trust - Parcel H11-30-20 (Represented by Evans Petree PC/Caren Nichol)

1. Action on Wal-Mart Real Estate Business Trust - Approval to accept Tax Assessor's valuation
Board Attorney, Craig Slay, opened the public hearing. Caren Nichol, tax representative for Evans Petree P.C., was present on behalf of the protest submitted. Hearing no further comment, Mr. Slay closed the public hearing.

*Additional documentation submitted to become a permanent part of the minutes
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

3. Wal-Mart Real Estate Business Trust - Parcel D6P-28-60 (Represented by Evans Petree PC/Caren Nichol)

1. Action on Wal-Mart Real Estate Business Trust - Approval to accept Tax Assessor's valuation
Board Attorney, Craig Slay, opened the public hearing. Caren Nichol, tax representative for Evans Petree P.C., was present on behalf of the protest submitted. Hearing no further comment, Mr. Slay closed the public hearing.

*Additional documentation submitted to become a permanent part of the minutes
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

4. Sam's Real Estate Business Trust - Parcel D8L-20A (Represented by Evans Petree PC/Caren Nichol)

1. Action on Sam's Real Estate Business Trust - Approval to accept Tax Assessor's valuation

Board Attorney, Craig Slay, opened the public hearing. Caren Nichol, tax representative for Evans Petree P.C., was present on behalf of the protest submitted. Hearing no further comment, Mr. Slay closed the public hearing.

*Additional documentation submitted to become a permanent part of the minutes
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

5. Sam's Real Estate Business Trust - Parcel D8L-20B (Represented by Evans Petree PC/Caren Nichol)

1. Action on Sam's Real Estate Business Trust - Approval to accept Tax Assessor's valuation

Board Attorney, Craig Slay, opened the public hearing. Caren Nichol, tax representative for Evans Petree P.C., was present on behalf of the protest submitted. Hearing no further comment, Mr. Slay closed the public hearing.

*Additional documentation submitted to become a permanent part of the minutes
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

6. Colony Acquisition, LLC - Parcel E8A (Represented by CBRE/Debbie Askins)

1. Action on Colony Acquisition, LLC - Approval to accept Tax Assessor's valuation
Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

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

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

7. Colony Acquisition, LLC - Parcel E8A-5 (Represented by CBRE/Debbie Askins)

1. Action on Colony Acquisition, LLC - Approval to accept Tax Assessor's valuation
Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

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

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

8. Pearl Days Enterprises Inc - Parcel E8E-12 (Represented by O'Connor & Associated/Mayur Desai)

1. Action on Pearl Days Enterprises Inc - Authority to accept Tax Assessor's valuation
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

9. Shriji Pearl LLC - Parcel E8E-23-72 (Represented by O'Connor & Associated/Mayur Desai)

1. Action on Shriji Pearl LLC - Authority to accept Tax Assessor's valuation
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

Attachment: Vardoc Minutes August 16, 2021 (Proof) (16641 : Various Documents)

10. Shriji Flowood LLC - Parcel G11-8-51 (Represented by O'Connor & Associated/Mayur Desai)

1. Action on Shriji Flowood LLC - Authority to accept Tax Assessor's valuation

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

11. Florence Hotel Group LLC - Parcel E4N-20-40 (Represented by O'Connor & Associated/Mayur Desai)

1. Action on Florence Hotel Group LLC - Authority to accept Tax Assessor's valuation

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

12. Yogi Flowood LLC - Parcel G11-8-52 (Represented by O'Connor & Associated/Mayur Desai)

1. Action on Yogi Flowood LLC - Authority to accept Tax Assessor's valuation

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

13. Laxmi Pearl Enterprises Inc - Parcel E8E-23-80 (Represented by O'Connor & Associated/Mayur Desai)

1. Action on Laxmi Pearl Enterprises Inc - Authority to accept Tax Assessor's valuation

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

14. Pearson 257 LLC & Burney Charles D - Parcel E8I-20 (Represented by O'Connor & Associated/Mayur Desai)

1. Action on Pearson 257 LLC & Burney Charles D - Authority to accept Tax Assessor's valuation

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

15. JayJala Inc - Parcel D6P-21-10 (Represented by O'Connor & Associated/Mayur Desai)

1. Action on JayJala Inc - Authority to accept Tax Assessor's valuation

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

16. GNB Incorporated - Parcel E4J-47 (Represented by Assessment Technologies/Megan Crimmings)

1. Action on GNB Incorporated Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

17. GNB Incorporated - Parcel E4J-60 (Represented by Assessment Technologies/Megan Crimmings)

1. Action on GNB Incorporated Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

18. GNB Incorporated - Parcel E4J-61-11 (Represented by Assessment Technologies/Megan Crimmings)

1. Action on GNB Incorporated Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

19. GNB Incorporated - Parcel E4J-61-12 (Represented by Assessment Technologies/Megan Crimmings)

1. Action on GNB Incorporated Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

20. GNB Incorporated - Parcel E4J-61-20 (Represented by Assessment Technologies/Megan Crimmings)

1. Action on GNB Incorporated Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

21. GNB Incorporated - Parcel E4J-70 (Represented by Assessment Technologies/Megan Crimmings)

1. Action on GNB Incorporated Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

22. GNB Incorporated - Parcel E4J-61-10A (Represented by Assessment Technologies/Megan Crimmings)

1. Action on GNB Incorporated Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

23. GNB Incorporated - Parcel E4P-1 (Represented by Assessment Technologies/Megan Crimmings)

1. Action on GNB Incorporated Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

24. EXIDE Technologies 134 - Parcel 13297 (Represented by Assessment Technologies/Megan E. Crimmings)

1. Action on EXIDE Technologies 134 Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

25. EXIDE Technologies 133 - Parcel 9018 (Represented by Assessment Technologies/Megan E. Crimmings)

1. Action on EXIDE Technologies 133 Board Attorney, Craig Slay, opened the public hearing.

Mr. Slay commented on an issue of the actual owner not providing the submitted protest. Mr. Slay also directed the Tax Assessor's office to provide assessments to the actual owner of the property. Hearing no further comment, Mr. Slay closed the public hearing. No action was taken.

RESULT: NO ACTION

26. Flowood 2510 APL RKC LLC (GI Associates) - Parcel E10K-12-11 (Represented by Flanagan Bilton LLC/Spero Kopitas)

1. Action on Flowood 2510 APL RKC LLC - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

27. Flowood APL MP LLC - Parcel E10H-8 (Represented by Flanagan Bilton LLC/Spero Kopitas)

1. Action on Flowood APL MP LLC - Approval to accept Tax Assessor's valuation

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:

Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

28. Comcast of Southern MS 1 Personal Property 1166 (Represent Christian Altenburger)

1. Action on Comcast of Southern MS 1 - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

29. Comcast of Southern MS 1 Personal Property 1167 (Represent Christian Altenburger)

1. Action on Comcast of Southern MS 1 - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

30. Comcast of Southern MS 1 Personal Property 1168 (Represent Christian Altenburger)

1. Action on Comcast of Southern MS 1 - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

31. Comcast of Southern MS 1 Personal Property 833 (Represent Christian Altenburger)

1. Action on Comcast of Southern MS 1 - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

32. Comcast of Southern MS 1 Personal Property 834 (Represent Christian Altenburger)

1. Action on Comcast of Southern MS 1 - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

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33. Comcast of Southern MS INC - Personal Property 835 (Represented by Christian Altenburger)

1. Action on Comcast of Southern MS INC - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

34. Comcast of Southern MS INC - Personal Property 836 (Represented by Christian Altenburger)

1. Action on Comcast of Southern MS INC - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

35. Comcast of Southern MS INC - Personal Property 13509 (Represented by Christian Altenburger)

1. Action on Comcast of Southern MS INC - Approval to accept Tax Assessor's valuation

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: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

36. Comcast of LA/MS/TX, LLC - Personal Property 2 (Represented by Christian Altenburger)

1. Action on Comcast of LA/MS/TX, LLC - Approval to accept Tax Assessor's valuation

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

37. Comcast of LA/MS/TX, LLC - Personal Property 3 (Represented by Christian Altenburger)

1. Action on Comcast of LA/MS/TX, LLC - Approval to accept Tax Assessor's valuation

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

38. Comcast of LA/MS/TX, LLC - Personal Property 5 (Represented by Christian Altenburger)

1. Action on Comcast of LA/MS/TX, LLC - Approval to accept Tax Assessor's valuation

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

39. Comcast of LA/MS/TX, LLC - Personal Property 5828 (Represented by Christian Altenburger)

1. Action on Comcast of LA/MS/TX, LLC - Approval to accept Tax Assessor's valuation

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

39. Comcast of LA/MS/TX, LLC - Personal Property 5828 (Represented by Christian Altenburger)

1. Action on Comcast of LA/MS/TX, LLC - Approval to accept Tax Assessor's valuation

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

40. AJ 9HUIS Investments, LLC (Whataburger) - Parcel G11-7-141 (Represented by K. E. Andrews/Connor Gallier)

1. Action on AJ 9HUIS Investments LLC (Whataburger) - Approval to accept Tax Assessor's valuation

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

41. Spirit Master Funding X LLC (Academy Sports) - Parcel G11-7-13 (Represented by K. E. Andrews/Natalie Ray)

1. Action on Spirit Master Funding X LLC - Approval to accept Tax Assessor's valuation

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

42. Aztec Industries Inc - Parcel D6N-25 (Represented by Pivotal Tax Solutions/Dayana Lomeli)

1. Action on Aztec Industries Inc - Approval to accept Tax Assessor's valuation

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

43. Calvert Company - Parcel D6N-29-10 (Represented by Pivotal Tax Solutions/Dayana Lomeli)

1. Action on Calvert Company - Approval to accept Tax Assessor's valuation

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

44. Aztec Acquisition Company - Parcel D6N-30 (Represented by Pivotal Tax Solutions/Dayana Lomeli)

1. Action on Aztec Acquisition - Approval to accept Tax Assessor's valuation

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

VII. CAROLINE GILBERT, TAX COLLECTOR

A. Request approval to void Supplemental Chargeback for PPIN 64218 which does not belong to the current owner as the property was sold prior to issuance of the chargeback.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

VIII. JOHN SULLIVAN, TAX ASSESSOR

A. Request approval of Application for FY2020-2021 for authority to expend One (1) Mill according to Section 27-39-239(2) (b), Miss. Code Ann., as amended

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Petitions for change of assessments on 2020 Real Property Assessment Roll

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Request approval to void 2020 Tax Sale(s) and refund any tax purchaser(s) due to an erroneous assessment for the 2019 Tax Year with and improvement that was removed in 2018 on Parcel Number(s): E8J 1 230 (PPIN 9851), I respectfully request that a new tax bill be issued for the 2019 taxes for the land value only.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

IX. BRIGETTE HERRING, PURCHASE CLERK

A. Award Bid 21-300-13 - Term Bid for Construction of Precast Bridges

RESULT: ADOPTED [4 TO 1]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Brad Calhoun, Supervisor District 3

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

NAYS: Daniel Cross

B. Approval of Stryker as Sole Source

- Acknowledgment of receipt of Manufacturer's sole source justification correspondence for purchase of Stryker brand medical stretchers using Emergency Medical Service Operating Funds (EMSOF). Authorization to purchase equipment pursuant to Miss. Code Ann. Section 31-7-13(m)(viii) and authority to issue check. Justification for sole source characterization of transaction includes, but is not limited to, (a) the vendor is the original equipment manufacturer and there are no distributors from whom the equipment could be purchased; (b) the specified equipment is the only equipment that meets the specialized needs of the end-users; (c) the vendor/manufacturer is the sole distributor of the equipment; (d) the equipment uses hardware that is compatible with the emergency operations equipment that will be employed in medical response situations.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

X. MIKE HARRISON, ROAD MANAGER

A. Request for approval of AT&T U Permit A024ZQX to construct a Optic Cable Service utility along/across, Collier Road and Collier installed between Hwy. 80 and C Road/Collier Cove (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Request for approval of AT&T U Permit 14J00135N to construct a Optic Cable Service utility along/across Spillway Road and Bridgetown installed between Bridgetown Ave. Turtle Creek Dr. (Peppertree Creed Dunlin Ct. Sweetwater Common Boatmans Cr., Stillwood Ct., Sumac C Parkway Rd., Lakeside Dr., Harbort Pelahatchie Shore Dr., Parkway Cv., Park Dr., Park Trail, Park Ln., Bay (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Request for approval of TEC U Permit CAB2 to construct a Fiber to home utility along/across, Gulde installed between Carter Circle and G Road (Gulde Shiloh, Bands St., Perry Johnson Quarters Rd., Joe Bennett Rd. (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XI. TIM PARKER, COUNTY CONSULTING ENGINEER

A. Northshore Landing, Phase Approval of Construction Drawings (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Arbor Landing, Phase 3B - Approve Construction Drawings (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Approve CE&I contract for Spillway Road Overlay STP-6945-00(012) L 108291-70100 with Engineering Services (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XII. CRAIG SLAY, BOARD ATTORNEY

Set Public Hearing

X. MIKE HARRISON, ROAD MANAGER

A. Request for approval of AT&T U Permit A024ZQX to construct a Optic Cable Service utility along/across, Collier Road and Collier installed between Hwy. 80 and C Road/Collier Cove (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Request for approval of AT&T U Permit 14J00135N to construct a Optic Cable Service utility along/across Spillway Road and Bridgetown installed between Bridgetown Ave. Turtle Creek Dr. (Peppertree Creed Dunlin Ct. Sweetwater Common Boatmans Cr., Stillwood Ct., Sumac C Parkway Rd., Lakeside Dr., Harbort Pelahatchie Shore Dr., Parkway Cv., Park Dr., Park Trail, Park Ln., Bay (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Request for approval of TEC U Permit CAB2 to construct a Fiber to home utility along/across, Gulde installed between Carter Circle and G Road (Gulde Shiloh, Bands St., Perry Johnson Quarters Rd., Joe Bennett Rd. (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XI. TIM PARKER, COUNTY CONSULTING ENGINEER

A. Northshore Landing, Phase Approval of Construction Drawings (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Arbor Landing, Phase 3B - Approve Construction Drawings (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Approve CE&I contract for Spillway Road Overlay STP-6945-00(012) L 108291-70100 with Engineering Services (District 2)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XII. CRAIG SLAY, BOARD ATTORNEY

Set Public Hearing

Attachment: Vardoc Minutes August 16, 2021 (Proof) (16641 : Various Documents)

A. Set Public Hearing for September 2, 2021, at 9:00 a.m. for Toni Boles Nuisance Property, 313 Boteler Road (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Set Public Hearing for September 2, 2021, at 9:00 a.m. for Roger & Deborah Evans Nuisance Property, at 121 Tami Avenue (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Set Public Hearing for September 2, 2021, at 9:00 a.m. for Jorge & Kimberly Badillo Nuisance Property, 265 Raymond Purvis Road (District 3)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Set Public Hearing for September 2, 2021, at 9:00 a.m. for Gloria Jean Myers Nuisance Property, 129 Conger Drive (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

E. Set Public Hearing for September 2, 2021, at 9:00 a.m. for Sharon and John Blair, Nuisance Property, 178 Bridlewood Dr. (District 2)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

Other

F. Approval to adopt the 2018 International Building Codes as Related to Construction and Maintenance of Buildings and the 2017 National Electric Code
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

G. Discussion and potential action - request from local establishment to host ONE-TIME outdoor entertainment event in C-2 due to virus situation
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

H. Board Order Determining Assessments of Mobile Home Ad Valorem Taxes assessed to Account No. 23526 for tax years 2008-2018 are erroneous. The mobile home to which assessments were made relates to unit located at a different property address. Address corrections were made as of tax year 2019 such that correct assessments for 2019, 2020 and 2021 have been made. Authority of Tax Collector to take any and all appropriate actions necessary to correct system to reflect that taxpayer for Tax Account 23526 shall not owe assessments, interest, or collection fees for 2008 through 2018
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

I. Authorization for County Administrator to execute service agreement with LogMeIn providing for an upgraded phone system for county departments. The agreement has been modified and revised to meet the requirements set forth by the Board Attorney for compliance with Mississippi law and compliance with the customary policies preferred by the Board of Supervisors
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Daniel Cross, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

J. Authorization for Board President to execute access and related documents associated with former battery plant property
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jay Bishop, Supervisor District 5
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

K. Request approval of ad valorem tax exemption requests for 2021 tax year: 1. Alamo Car Rental; Enterprise Rent A Car; National Car Rental - Motion to grant, pursuant to Miss. Code Ann. Section 61-3-21. **RESULT: ADOPTED [UNANIMOUS]**
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

L. Request approval of ad valorem tax exemption requests for 2021 tax year: 2. Steel Tracks, Inc. (Freeport); Lineage Logistics, LLC (Freeport); Lineage Logistics (aka Millard Refrigerated services/Tyson Foods) (Freeport) - Motion to grant, pursuant to Miss. Code Ann. Section 27-31-51 through 27-31-61
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

M. Request approval of ad valorem tax exemption request for 2021 tax year: 3. Nucor Steel Jackson, Inc. - Motion to grant, contingent upon receipt of approval to also grant the exemption from the City of Flowood
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

N. Request Approval of Ad Valorem Tax Exemption Request for 2021 Tax Year: 4. Voith Fabrics Florence/ Voith US Inc. - Motion to deny. Applicant does not meet the capital improvement value requirement, nor approval from the City of Florence.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, President
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

O. Request Approval of Ad Valorem Tax Exemption Request for 2021 Tax Year: 5. General Recycling of Miss. LLC - Motion to Deny. Applicant does not meet the capital improvement value requirement.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jay Bishop, Supervisor District 5
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

P. Request Approval of Ad Valorem Tax Exemption Request for 2021 Tax Year: 6. International Paper, Co. - Motion to Deny. Applicant does not meet the capital improvement value requirement, nor approval from the City of Richland.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

Q. Request Approval of Ad Valorem Tax Exemption Request for 2021 Tax Year: 7. Habe USA, Inc. - Motion to Deny. Applicant does not meet the capital improvement value requirement, nor approval from the City of Richland.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

R. Request Approval of Ad Valorem Tax Exemption Request for 2021 Tax Year: 8. US Foods, Inc. - Motion to Deny. Applicant was previously granted an exemption on out-of-state inventory (Free Port); also applicant does not meet statutory requirement of Miss. Code Ann. Section 27-31-7.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jay Bishop, Supervisor District 5
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

S. Request Approval of Ad Valorem Tax Exemption Request for 2021 Tax Year: 9. Spinal USA, Inc. - Motion to grant, contingent upon approval by the City of Pearl.
 *Applicant also applied for a Freeport exemption, but the county previously granted a Freeport Exemption in 2016, which is still active as long as the industry renews the license and files the forms on time, therefore no action was taken.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop

ABSTAIN: Daniel Cross

T. Request Approval of Ad Valorem Tax Exemption Request for 2021 Tax Year: 10. Verizon Wireless - Motion to grant; with the following contingencies: Broadband exemptions are entitled to various percentages with regard to location. Rankin County is considered a Tier One location, which allows for a 5% credit against the aggregate tax imposed. Such credits shall be allowed commencing with the taxable year in which property is placed in service and continue for nine (9) consecutive years thereafter. The allowable credit is limited to an amount not greater than fifty percent (50%) of the taxpayer's tax liabilities. No credit will be allowed for equipment placed in service after March 1, 2020 thru December 31, 2021, due to funds made available to the applicant under the CARES Act, pursuant to Miss. Code Ann. Section 57-87-5.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

U. Discussion of, and potential action responses to solid waste collection disposal request for proposals. Authority to approve legal counsel to enter negotiations with Waste Management solid waste collection and disposal.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XIII. KEITH HICKS, COUNTY ADMINISTRATOR

A. Authority to advertise Notice of Public Hearing on the proposed Budget and proposed Tax Levy for the upcoming Fiscal Year 2022 for Rankin County to hold on September 7, 2021, at 9:00 a.m.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Authority to publish Notice of Intent to Levy Tax for Rankin First Economic Development Authority
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Authority to Sign Order of Real and Personal Property Assessment Rolls for 2021
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Conditional authority to pay remaining balance of settlement of dispute with Evergreen Water Association \$117,500.00 and authority to issue check. Check will not be presented to association until all utilities in conflict have been relocated such that the conflict no longer exists.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

E. Consideration of, and potential action to authorize Board President to execute agreement with TKE Elevator Repair and Service Company for service of elevators at Old Courthouse, Rankin County Justice Center and New Chancery Court Building. The agreement may be terminated at any time on the giving of thirty days' notice of termination.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XIV. EXECUTIVE SESSION

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Motion to come out of Executive Session

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Outcome of Executive Session

No action taken

XV. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Budget Work Session Meeting

XVI. Motion to Recess Until September 2, 2021, at 9:00 a.m.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Steve Gaines, Supervisor District 4

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

This the 16th Day of August, 2021

Jared Morrison

JARED MORRISON, PRESIDENT

RANKIN COUNTY BOARD OF

SUPERVISORS

Larry Swales

LARRY SWALES, CLERK OF THE

BOARD

(SEAL)

September 15, 2021

#1087

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 15TH DAY OF SEPTEMBER, 2021, personally came Marcus Bowers, publisher of the Rankin County News

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
SEPTEMBER 2, 2021

I. CALL TO ORDER PLANNING COMMISSION MEETING
II. INVOCATION
Board Attorney Craig Slay
III. ELECTION OF OFFICERS SUPERVISORS
A. Authority to approve Daniel Cross as Board President
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, President
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
B. Authority to approve Brad Calhoun as Board Vice-President
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jay Bishop, Supervisor District 5
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
IV. RECESS
A. Motion to recess Planning Commission
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
V. CALL TO ORDER MEETING OF THE RANKIN COUNTY BOARD OF SUPERVISORS
9:00 AM Meeting called to order on September 2, 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
VI. PUBLIC COMMENT
A. Josh Thrash - Proposed shooting range on Shiloh Road
VII. RECONVENE
A. Motion to recess the Board Meeting and reconvene the Planning Commission Meeting
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, President
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
VIII. ADJOURN PLANNING COMMISSION MEETING
IX. CALL TO ORDER MEETING OF THE RANKIN COUNTY BOARD OF SUPERVISORS (cont'd)

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 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

SEPTEMBER 2, 2021

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

Vol 174 No. 10 on the 15th day of September, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 15th day of September, 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)

1,660 words at .12 each..... \$199.20

Proof of Publication NC

TOTAL..... \$199.20



X. CRAIG SLAY, BOARD ATTORNEY**Set Public Hearings:**

A. Set Public Hearing for September 7, 2021, at 9:00 a.m. for Curtis Clearman Conditional Use Permit, 113 Rankin Road (District 4)

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

SECONDER: Jared Morrison, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Set Public Hearing for September 7, 2021, at 9:00 a.m. for S.

Armstrong Construction, LLC. Conditional Use Permit, 2868 Highway 471 (District 2)

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

SECONDER: Jared Morrison, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Set Public Hearing for September 7, 2021, at 9:00 a.m. for One Hope, LLC. Conditional Use Permit, 1896 Highway 471 (District 4)

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

SECONDER: Jared Morrison, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Acknowledgment that the current service and maintenance agreement between Rankin County and Otis Elevator providing for maintenance of elevators located in county-owned facilities which was entered into on August 11, 2004, and which purports to provide for automatic renewals of the contract term for successive five (5) year periods, constitutes an unlawful attempt to bind a successor Board of Supervisors in violation of *Northeast Mental Health Commission v. Cleveland*, 187 So.2d 601 (Miss. 2016). As a result, said contract is voidable at the discretion of a successor governing authority, namely this Board of Supervisors. Action to void the August 11, 2004, service and maintenance agreement between Rankin County and Otis Elevator effective nunc pro tunc to January 1, 2021, and provide authority for County Administrator to communicate this action to Otis Elevator, to restrict all access to County property by Otis Elevator personnel or persons, firms or corporations purporting to act on behalf of Otis Elevator, to cancel any scheduled services or operations thereof from and after January 1, 2021, and to refrain from issuing payment for any services thereto from and after January 1, 2021

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

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

E. Discussion of, and potential action on Bids for Rankin County Health Department WIC Renovation opened on August 19, 2021. Authority to award bid to Multi-Con, Inc. in the amount of 124,258.00 and authority for County Administrator to execute any and all documents associated with the contract.

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

SECONDER: Jared Morrison, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

F. Ratification of Declaration of Local Emergency enacted by Rankin County Board of Supervisors pursuant to Miss. Code Ann. Section 33-15-17 due to expected impacts of Hurricane Ida and made effective 8:00 a.m. on August 26, 2021 and continuing through September 15, 2021.

Ratification of all purchases made and actions taken in furtherance of emergency response to Hurricane Ida. Authority of County Administrator to execute all agreements, sign all documents and cause payments for services, materials, equipment, personnel, overtime and other related expenses to be made and issued in conformity herewith

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

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XI. KEITH HICKS, COUNTY ADMINISTRATOR

A. Authority for the Board President to enter into a Memorandum of Understanding with the Department of Finance and Administration on behalf of the Rankin County Board of Supervisors and Rankin County, Mississippi, for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist Rankin County in paying costs associated with the local project specified in Section 29(q) of Senate Bill 2948, 2021 Regular Legislative Session, Laws of 2021. This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$750,000.00 (hereinafter the "Project Funds") regarding the use of appropriated funds from the Mississippi Legislature to construct Gunter Road. Authority of Board President to execute all documents and to do all things necessary to effect the purposes of the MOU.

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

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Authority for the Board President to enter into a Memorandum of Understanding with the Department of Finance and Administration on behalf of the Rankin County Board of Supervisors and Rankin County, Mississippi, for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist Rankin County in paying costs associated with the local project specified in Section 29(n) of Senate Bill 2948, 2021 Regular Legislative Session, Laws of 2021. This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$1,000,000.00 (hereinafter the "Project Funds") regarding the use of appropriated funds from the Mississippi Legislature to construct Andrew Chapel Road. Authority of Board President to execute all documents and to do all things necessary to effect the purposes of the MOU

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

SECONDER: Jared Morrison, President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Authority for the Board President to enter into a Memorandum of Understanding with the Department of Finance and Administration on behalf of the Rankin County Board of Supervisors and Rankin County, Mississippi, for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist Rankin County in paying costs associated with the local project specified in Section 29(l) of Senate Bill 2948, 2021 Regular Legislative Session, Laws of 2021. This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$2,000,000.00 (hereinafter the "Project Funds") regarding the use of appropriated funds from the Mississippi Legislature for advancing comprehensive Storm Water Management Program. Authority of Board President to execute all documents and to do all things necessary to effect the purposes of the MOU.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, President

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Review of Agendas for September 7, 2021

XII. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Discussion of Airgas Project

B. Motion to add "Authority to move forward with the Airgas Project without going onto railroad owned right-of-way and authority for the project to be completed in-house" to the agenda

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

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Authority to move forward with the Airgas Project without going onto railroad owned right-of-way and authority for the project to be completed in-house

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

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Acknowledgment of a letter prepared by the Board Attorney to express appreciation to Senator Wicker for his support regarding the infrastructure bill

E. Update on the ARPA Project

F. Update on Census data (CMPDD will invite each board member to review their respective districts)

G. Motion to add "Authority to award Bid #21-300-14 for one or more tandem dump trucks to Truckworx Kenworth in the amount of \$130,000.00" to the agenda

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

SECONDER: Brad Calhoun, Supervisor District 3

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

H. Authority to award Bid #21-300-14 for one or more tandem dump trucks to Truckworx Kenworth in the amount of \$130,000.00 and authority to issue check

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

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

XIII. EXECUTIVE SESSION

A. Motion to discuss the need to it Executive Session

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

SECONDER: Jared Morrison, President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

B. Motion to go into Executive Session discuss personnel

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

SECONDER: Jared Morrison, President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

C. Motion to come out of Executive Session

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

SECONDER: Jay Bishop, Supervisor District 5

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

D. Outcome of Executive Session

No action taken

XIV. ADJOURN

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

SECONDER: Jared Morrison, President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

This the 2nd Day of September, 2021

Daniel Cross

DANIEL CROSS, PRESIDENT

RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales

LARRY SWALES, CLERK OF THE BOARD

(SEAL)

September 15, 2021

#1088

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 15TH DAY OF SEPTEMBER, 2021, personally came Marcus Bowers, publisher of the Rankin County News

In accordance with section 7-7-213, Miss. Code Ann. (1972), notice is hereby given that a copy of the 2020 audit of Rankin County is on file in the Chancery Clerk's office of Rankin County.

In accordance with Section 7-7-221, Miss. Code Ann. (1972), the following synopsis of the governmental funds of Rankin County's audit for fiscal year ending 9-30-20 is provided in the format prescribed by the State Auditor:

Revenues: 10-01-19 to 9-30-20, \$82,843,800; Expenditures: 10-01-19 to 9-30-20, \$100,277,044; Cash and Investments at 9-30-20, \$63,284,404.

A copy of the audit report containing all findings and recommendations as well as exceptions, if applicable, can be obtained for \$15.00 or, if available on the OSA website, \$25.00, by writing to the to the Office of the State Auditor, Post Office Box 956, Jackson, MS, 39205. The website address is: www.osa.state.ms.us.

A copy of the audit report is also on file and available for public inspection at the Brandon Public Library.

In accordance with Section 31-7-115, Miss. Code Ann. (1972), the audit report of the county Purchase Clerk and Inventory Control Clerk is published.

PUBLIC NOTICE
STATE OF MISSISSIPPI
OFFICE OF THE STATE AUDITOR
SHAD WHITE AUDITOR
INDEPENDENT ACCOUNTANT'S
REPORT ON CENTRAL
PURCHASING SYSTEM,
INVENTORY CONTROL SYSTEM
AND PURCHASE CLERK
SCHEDULES (REQUIRED
BY SECTION 31-7-115, MISS. CODE
ANN. (1972))

Independent Accountant's Report on Central Purchasing System, Inventory Control System and Purchase Clerk Schedules (Required By Section 31-7-115, Miss. Code Ann. (1972))

Members of the Board of Supervisors Rankin County, Mississippi

We have examined Rankin County, Mississippi's (the County) compliance with establishing and maintaining a central purchasing system and inventory control system in accordance with Sections 31-7-101 through 31-7-127, Miss. Code Ann. (1972) and compliance with the purchasing requirements in accordance with bid requirements of Section 31-7-13, Miss. Code Ann. (1972) during the year ended September 30, 2020. The Board of Supervisors of Rankin County, Mississippi is responsible for the County's compliance with those requirements. Our responsibility is to express an opinion on the County's compliance based on our examination.

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 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

PUBLIC NOTICE

2020 AUDIT FOR RANKIN COUNTY, MISSISSIPPI

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

Vol 174 No. 10 on the 15th day of September, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 15th day of September, 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)

969 words at .12 each..... \$116.28

Proof of Publication NC

TOTAL..... \$116.28



Attachment: Vardoc Public Notice of 2020 Audit for Rankin County (Proof) (16641 : Various Documents)

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the County's compliance with specified requirements. The Board of Supervisors of Rankin County, Mississippi, has established centralized purchasing for all funds of the County and has established an inventory control system. The objective of the central purchasing system is to provide reasonable, but not absolute, assurance that purchases are executed in accordance with state law.

Because of inherent limitations in any central purchasing system and inventory control system, errors or irregularities may occur and not be detected. Also, projection of any current evaluation of the system to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the degree of compliance with the procedures may deteriorate.

The results of our audit procedures disclosed a certain instance of noncompliance with the aforementioned code sections. This instance of noncompliance was considered in forming our opinion on compliance. Our finding and recommendation and your response are disclosed below:

Receiving Clerk and Assistant Receiving Clerks.

1. Assistant Receiving Clerks should be bonded as required by state statute.

Repeat Finding: Yes

Criteria: Section 31-7-124, Miss. Code Ann. (1972), requires Assistant Receiving Clerks to execute a bond in a penalty not less than \$50,000, to be payable, conditioned and approved as provided by law. In addition, Section 25-1-15(2), requires a new bond every four years concurrent with the normal election cycle of the County for all public employees required to give individual bond.

Condition: As reported in the prior two years' audit reports, the County has twenty-four (24) Assistant Receiving Clerks that are bonded for an indefinite time period under a blanket bond for \$50,000.

Cause: The County did not comply with state laws.

Effect: Failure to comply with state statutes would limit the amount available for recovery if a loss occurred over multiple terms.

Recommendation: The County should cancel the blanket bond and obtain individual bonds for the Assistant Receiving Clerks in the amount of \$50,000 for a period of time concurrent with the normal election cycle of the Governor or with the normal election cycle of the local government applicable to the employee.

Views of Responsible Official(s): Rankin County is currently working with our insurance consultants, underwriters, and legal counsel to secure bonds for all affected positions that will include specific terms and coverage periods to meet statutory requirements.

In our opinion, except for the non-compliance referred to in the preceding paragraph, Rankin County, Mississippi, complied, in all material respects, with state laws governing central purchasing, inventory and bid requirements for the year ended September 30, 2020.

The accompanying schedules of (1) Purchases Not Made from the Lowest Bidder, (2) Emergency Purchases and (3) Purchases Made Noncompetitively from a Sole Source are presented in accordance with Section 31-7-115, Miss. Code Ann. (1972). The information contained on these schedules has been subjected to procedures performed in connection with our aforementioned examination and, in our opinion, is fairly presented in relation to that examination.

Rankin County's response to the finding included in this report was not audited, and accordingly, we express no opinion on it.

This report is intended for use in evaluating Rankin County, Mississippi's compliance with the aforementioned requirements, and is not intended to be and should not be relied upon for any other purpose. However, this report is a matter of public record and its distribution is not limited.

JOE E. MCKNIGHT, CPA
Director, County Audit Section
September 15, 2021
#1096



— DEPARTMENT OF —
REVENUE
 STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
 EXEMPTIONS & PUBLIC UTILITIES BUREAU

September 1, 2021

Mr. Larry Swales, Chancery Clerk
 Rankin County
 P.O. Box 700
 Brandon, Ms. 39042

Applicant: Spinal USA, Inc.
 Applicable Code Section: MCA §27-31-105
 Date of Completion: December 31, 2019
 Date Filed: May 17, 2021

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.

- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$651,967.05	\$651,967.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$651,967.05	\$651,967.00
☐ Ineligible Property (* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Revenue Specialist
 Exemptions & Public Utilities Bureau
 (P) 601.923.7634

Paul J. Foreman, Director
 Exemptions & Public Utilities Bureau
 (P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to ind exemptions@dor.ms.gov.

FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES

The Board of Supervisors (governing authority) of Rankin County
(county/municipality) this day considered the matter of granting exemption from ad valorem taxes,
except school district taxes, to Spinal USA, Inc.

The governing authority finds that the Department of Revenue has certified that the applicant is
eligible for exemption. The authority also finds that the property described in the application
constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as
amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a
period of 5 years, beginning January 1, 2021, and expiring December 31, 2025
on the property described in the application with a total true value of \$651,967.00.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby
approved by Board of Supervisors (governing authority) of Rankin County
(county/municipality) for a period of 5 years as authorized by Section 27-31-101 et seq.,
Mississippi Code of 1972, as amended, on this the 15th day of September, 2021.



Attest:

George Swales
by: *[Signature]*

[Signature of Daniel Cross]

Granting Authority

Daniel Cross/Board President

Name & Title



— DEPARTMENT OF —
REVENUE
 STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
 EXEMPTIONS & PUBLIC UTILITIES BUREAU

August 26, 2021

Mr. Larry Swales, Chancery Clerk
 Rankin County
 P.O. Box 700
 Brandon, Ms. 39042

Applicant: Nucor Steel Jackson Inc.
 Applicable Code Section: MCA §27-31-105
 Date of Completion: December 31, 2020
 Date Filed: April 19, 2021

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- ☐ **NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- ☐ **INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| ☐ Application for Exemption | ☐ Preliminary Resolution Granting Exemption |
| ☐ Itemized Asset Listing | ☐ MDA Approval Letter |
| ☐ Tax Assessor's Position Statement | ☐ Final Resolution Granting Exemption |
- ☐ **REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.

- ☒ **REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	\$4,640,175.92	\$4,640,176.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	\$4,640,175.92	\$4,640,176.00
☐ Ineligible Property(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Revenue Specialist
 Exemptions & Public Utilities Bureau
 (P) 601.923.7634

Paul J. Foreman, Director
 Exemptions & Public Utilities Bureau
 (P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.

Attachment: Approval of final resolution for ad valorem tax exemptions for the 2021 tax year Nucor Steel Jackson Inc & Spinal USA, Inc (RFA-

FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES

The Board of Supervisors (governing authority) of Rankin County
(county/municipality) this day considered the matter of granting exemption from ad valorem taxes,
except school district taxes, to Nucor Steel Jackson, Inc.

The governing authority finds that the Department of Revenue has certified that the applicant is
eligible for exemption. The authority also finds that the property described in the application
constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as
amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a
period of 5 years, beginning January 1, 2021, and expiring December 31, 2025
on the property described in the application with a total true value of \$4,640,176.00.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby
approved by Board of Supervisors (governing authority) of Rankin County
(county/municipality) for a period of 5 years as authorized by Section 27-31-101 et seq.,
Mississippi Code of 1972, as amended, on this the 15th day of September, 2021.



Attest:

Larry Swales
by J. Hood DC

Daniel Cross

Granting Authority

Daniel Cross/Board President

Name & Title

I, John Sullivan, Tax Assessor of Rankin County, do hereby certify that the real and personal property as itemized in the Applications regarding Ad Valorem Tax Exemption have been placed on the appropriate tax roll as non-taxable, except for the State and School District ad valorem taxes, for the duration of the exemption period only.

Witness my signature this day, 15th
September, 2021,

John A. Sullivan
John Sullivan, Tax Assessor

Exchange: AT&T Brandon
 Engineer: Michael Hendon
 Tel. No.: 601-922-2943

Serial No.: _____

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

PROJECT NO. 14J00342N RANKIN COUNTY

UTILITY NAME AT&T Mississippi

BY Michael Hendon

ADDRESS 5815 HWY-18 S, Jackson MS, HEREIN CALLED APPLICANT proposes to construct a
Fiber Optic Cable Utility Facility along or across Lib Vanderford Rd County Road(s), said
 facility to be installed between Hwy 541 and Just past Galilee Cut-Off

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

Lib Vanderford Rd and Gaillee Cut-Off Rd

_____ 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 4th day of Aug, 2021.

NAME

MGR OSP PLNG & ENGRG DESIGN
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 15th day of September 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: AT&T of Mississippi - Michael Hendon
Location of Project: Lib Vanderford Rd & Galilee Cut-Off
Type of Utility: Fiber Optic Cable

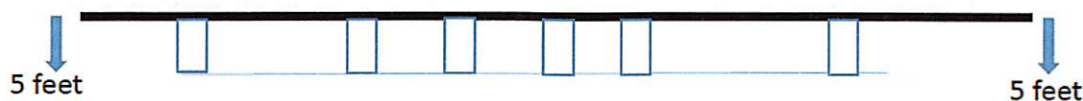
“EXHIBIT A”

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 adjd@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** 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.

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

Serial No.: 04-21-402

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

PROJECT NO. _____ RANKIN COUNTY

UTILITY NAME CenterPoint Energy

BY James Chatmon Jr

ADDRESS 300 Executive Blvd Byram, MS 39272, HEREIN CALLED APPLICANT proposes to construct a
Natural Gas Utility Facility along or across N/A County Road(s), said
 facility to be installed between Stump Ridge Rd and Stull Rd

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

N/A

_____ 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 14 day of July, 20 21.

James Chatmon Jr

NAME

Engineer Gas Co-op

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 15th day of September, 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: Center Point Energy
Location of Project: Stump Ridge & Stull Road
Type of Utility: Natural Gas

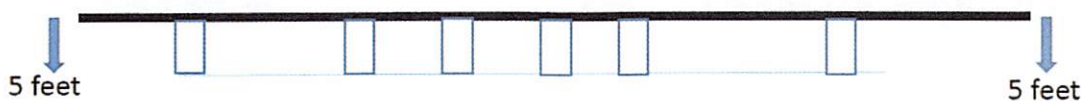
“EXHIBIT A”

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 adjd@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.

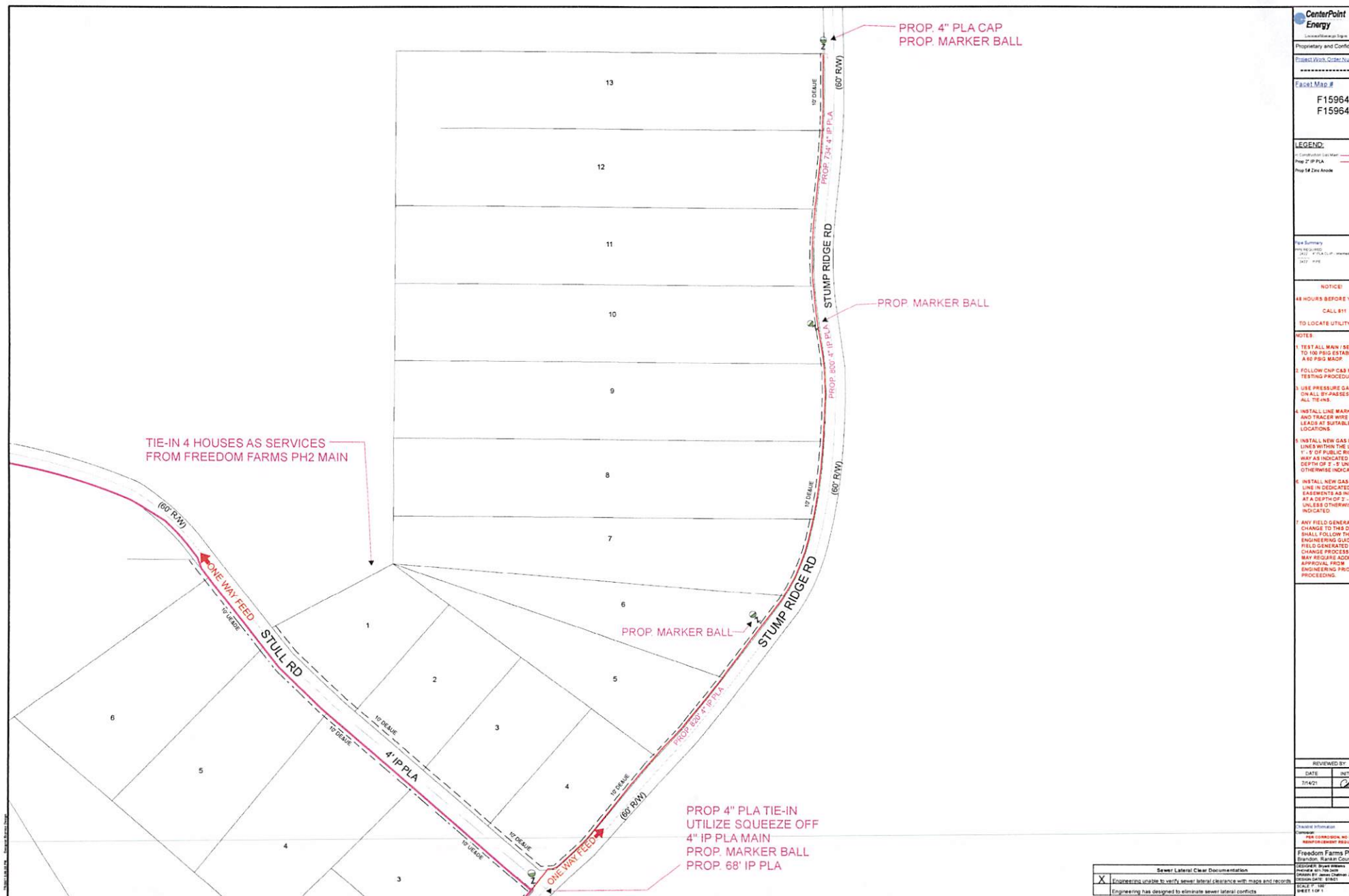
- 3) Boring/Excavating Operations:
 - a) Operational days are only Monday through Friday.
 - b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
 - c) Cable placement must be marked.
 - d) Flat boring is the only boring authorized. No Rainboring boring is allowed.
 - e) All 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.



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

Serial No.: 04-21-403

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS Stull Rd and Hwy 25 COUNTY ROAD

PROJECT NO. 99300316 RANKIN COUNTY

UTILITY NAME CenterPoint Energy

BY Grant Jones

ADDRESS 300 Executive Blvd. Byram, MS 39272, HEREIN CALLED APPLICANT proposes to construct a Natural Gas Utility Facility along or across Stull rd and Hwy 25 County Road(s), said facility to be installed between Hwy 25 and Stump Ridge Rd

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

Stull Rd and Hwy 25

_____ 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:

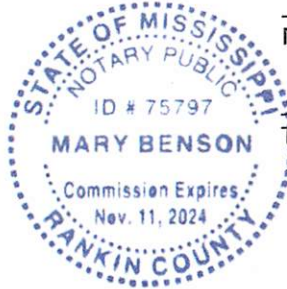
1. Cooperate with the Utility Company to avoid unnecessary conflicts in locating, constructing, and maintaining County Roads and Utilities.
2. Use legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility 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 4th day of August, 2021.



NAME

TITLE

Mary Benson

Sr. Administrative Assistant

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.
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180

APPROVED this the 15th day of September, 2021. This Permit shall expire and become null and void 180 days from the date of approval and/or issuance.


 RANKIN COUNTY ROAD MANAGER

Name of Applicant: Grant Jones
 Location of Project: Stull Rd and Hwy 25
 Type of Utility: Natural Gas

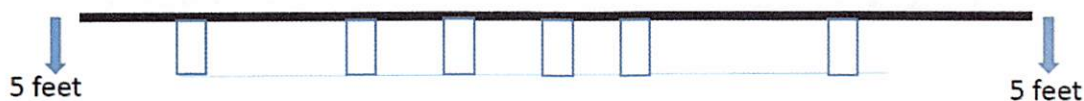
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- 2) Once approved by the Board of Supervisors the Contactor will be notified via email from Janice Dendy.
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**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR HERCULES
CONCRETE PUMPING INC., SOUTH PEARSON RD., PEARL, MS 39208**

WHEREAS, Hercules Concrete Plumbing Inc. did file a petition for a conditional use permit to build an office with a shop on South Pearson Road, Pearl, MS 39208; and

WHEREAS, all notice requirements of the Zoning Ordinance of Rankin County were accomplished and a public hearing was held on September 15, 2021, as required; and,

WHEREAS, The Planning Commission upon conclusion of the scheduled meeting on September 2, 2021 adopted a motion authorizing the Planning Staff to publish notice of public hearing for the request to build an office with a shop on South Pearson Road, Pearl, MS 39208

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 build an office with a shop on South Pearson Road, Pearl, MS 39208, is hereby granted and such action is taken pursuant to the findings of fact set out as follows:

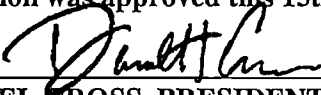
- 1. The Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.**
- 2. The recommendation of the Planning Commission is advisory in nature.**
- 3. The Board of Supervisors used their common knowledge and familiarity with 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 must widen driveway at ingress / egress point for visibility onto S. Pearson Road.**

The foregoing Resolution, having been reduced to writing, Supervisor Bishop moved that said Resolution be adopted. Supervisor Morrison 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

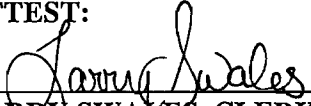
Where upon the President of the Board declared the motion carried and the resolution approved and adopted.

The foregoing resolution was approved this 15th day of September, 2021.



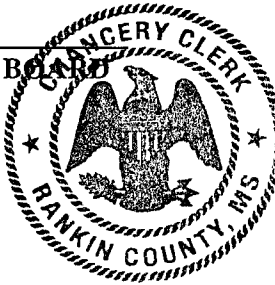
 DANIEL CROSS, PRESIDENT
 RANKIN COUNTY BOARD OF SUPERVISORS

ATTEST:



 LARRY SWALES, CLERK OF THE BOARD

by: J. Flood oc





Larry Swales

RANKIN COUNTY CHANCERY CLERK

LAND DIVISION

211 E. Government St., Suite D
P. O. Box 700
Brandon, MS 39043

Phone: 601-825-1469

Fax: 601-824-7116

COURT DIVISION

203 Town Square
P. O. Box 700
Brandon, MS 39043

Phone: 601-825-1649

Fax: 601-591-4709

September 15, 2021

Gulf South Pipeline Company, L.P./Boardwalk
610 West 2nd St
Owensboro KY 42301

To whom it may concern:

Pursuant to Miss. Code Ann. 27-35-155 & 27-35-157, enclosed please find a notice of pending assessment of personal property that has escaped taxation for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020 & 2021.

Sincerely,

Larry Swales
Chancery Clerk



Attachment: Board Order approving assessment of personal property ad valorem taxes owed by Boardwalk Pipeline Partners - notice of

BEFORE THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI**Notice to Persons and/or Property assessed for former years Pursuant to Miss. Code Ann. 27-35-157**

Comes Now Larry Swales, duly elected Chancery Clerk of Rankin County serves this as his notice of assessment for former year taxes that have escaped taxation. See attached exhibit "A".

All objections to such assessment must be made in writing to the Board of Supervisors of Rankin County, which will be heard and determined at the next regular meeting of the board on
September 30, 2021, at 9:00 a.m.

This the 15th day of September 2021,



Larry Swales
Chancery Clerk



Attachment: Board Order approving assessment of personal property ad valorem taxes owed by Boardwalk Pipeline Partners - notice of

**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 2014, 2015, 2016, 2017, 2018, 2019, 2020 Personal Property Assessment Rolls of said county.

Witness my signature this the 15th day of September 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 62,151,919 is hereby approved for the year 2021.

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 15th day of September 2021.

President, Board of Supervisors

Composite Exhibit "A"
8 PAGES

**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 2021 Personal Property Assessment Roll of said county.

Witness my signature this the 15th day of September 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 9,059,377 is hereby approved for the year 2021.

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 15th day of September 2021.

President, Board of Supervisors

COUNTY: RANKIN
PERSONAL PROPERTY 2021 ROLL

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

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Miss. Code Ann. § 27-35-155

Copy Citation

Current through the 2021 Regular Session not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation. The final official version of the statutes affected by 2021 legislation will appear on Lexis Advance in the fall of 2021.

- [Mississippi Code 1972 Annotated](#)
- [Title 27, Taxation and Finance \(§§ 27-1-1 — 27-117-15\)](#)
- [Chapter 35, Ad Valorem Taxes—Assessment \(Arts. 1 — 7\)](#)
- [Article 1, General Provisions, \(§§ 27-35-1 — 27-35-167\)](#)

§ 27-35-155. Assessment of persons and property having escaped taxation.

When the assessor shall discover any persons or property that have escaped taxation in any former year or years, or shall discover that any person or property is escaping taxation for the current year, after the final approval of the assessment roll, as provided by Section 27-35-127, Mississippi Code of 1972, by reason of not being assessed, he shall make the proper assessment by way of an additional assessment for such year or years, distinctly specifying the property, its location, its value, the name of the owner, if known, and the year or years it has escaped assessment and taxation, separately assessing the person or property for the current year. When such assessments are completed, he shall file the same, under his affidavit, with the clerk of the board of supervisors; and shall at the same time notify the board of supervisors, in writing, of the assessment. The power of the assessor to assess property that has escaped taxation by way of additional assessments for a former year or years shall expire at the end of the seven (7) years from the date when his right so to do first accrued. No leasehold interest in any property, real or personal, belonging to the State of Mississippi, counties, districts, municipalities or any political subdivisions, shall be subjected to ad valorem taxation for any past year on the basis of it having been omitted from the ad valorem tax rolls.

History

Codes, 1880, § 486; 1892, § 3768; 1906, § 4277; Hemingway's 1917, § 6911; 1930, § 3197; 1942, § 9821; Laws, 1932, ch. 181; Laws, 1946, ch. 336, § 1; Laws, 1954, ch. 379; Laws, 1984, ch. 456, § 3, eff from and after passage (approved May 9, 1984); brought forward without change, Laws, 2018, ch. 441, § 2, eff from and after passage (approved April 12, 2018).

Mississippi Code 1972 Annotated
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Miss. Code Ann. § 27-35-157

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- [Mississippi Code 1972 Annotated](#)
- [Title 27, Taxation and Finance \(§§ 27-1-1 — 27-117-15\)](#)
- [Chapter 35, Ad Valorem Taxes—Assessment \(Arts. 1 — 7\)](#)
- [Article 1, General Provisions, \(§§ 27-35-1 — 27-35-167\)](#)

§ 27-35-157. Notice to persons assessed for former years.

When the assessor shall assess the persons or property, as provided in Section 27-35-155 and shall file the same with the clerk as therein provided, the clerk shall enter the same on the last approved roll or rolls in his hands, separately for former years, and for the current year. The clerk shall immediately give ten (10) days' notice in writing, to the person or corporation whose property is thus assessed, that all objections to such assessment must be made in writing to the board of supervisors, and will be heard and determined at the next regular meeting of the board. The board at its regular meeting may continue the matter to any other regular, special or adjourned meeting of said board. When the assessment is finally fixed and approved by the board, an appeal to the circuit court may be taken from the order of the board approving or disapproving such assessment, by the owner of the property, or by the Attorney General or other officer authorized by law, in the manner, and within the time, provided by law. If the assessment be approved and no appeal be taken, when the same has been finally determined, the clerk shall certify the said assessment to the tax collector, setting forth in his certificate the year or years for which such assessment is made, and separately the current assessment, the name of the municipality, road district, school district, or other taxing district in which the same is located. Taxes for the current year shall be collected as provided by law for other nondelinquent taxes. Except as otherwise provided in this section, the tax collector shall proceed forthwith to collect all taxes due on said assessment for the former year or years at the rates fixed by law and, in addition thereto, shall collect as a penalty ten percent (10%) of the amount of the taxes due for each year, together with interest at six percent (6%) per annum computed from the first day of February on which the taxes should have been paid. If property is found to have escaped taxation due to a county board of supervisors having granted any ad valorem tax exemption authorized under Sections 27-31-101 through 27-31-117 and then inadvertently allowing the exemption to extend beyond the period authorized by law for the exemption, a taxpayer may pay the ad valorem taxes, without any penalty or interest, which otherwise would have been levied on the property had it not

been inadvertently exempted from ad valorem taxation by the county board of supervisors. If the taxes, penalties and interest shall not be paid within thirty (30) days after the final assessment is certified to him, the property, if it be real estate, shall be sold as provided by law, and if it be personal property, the tax collector shall proceed to collect by distress, or otherwise, as provided by law.

History

Codes, 1880, § 487; 1892, § 3769; 1906, § 4278; Hemingway's 1917, § 6912; 1930, § 3198; 1942, § 9822; Laws, 1946, ch. 336, § 2; Laws, 2018, ch. 441, § 1, eff from and after passage (approved April 12, 2018); Laws, 2020, ch. 394, § 1, eff from and after passage (approved June 29, 2020).

Mississippi Code 1972 Annotated
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GULF SOUTH/BOARDWALK

	2014	2015	2016	2017	2018	2019	2020	CURRENT YEAR 2021	
WORKING GAS CAP MCF	5,803,077	5,803,077	5,803,077	5,803,077	5,803,077	5,803,077	5,803,077	5,803,077	
CONVERSION .980392 MBTU	5,919,139.487	5,919,139.487	5,919,139.487	5,919,139.487	5,919,139.487	5,919,139.487	5,919,139.487	5,919,139.487	
MARKET RATE /JAN MBTU	4.36	3.09	2.27	3.47	5.71	2.92	2.05	2.38	
TRUE VALUE	25,807,448	18,290,141	13,436,447	20,539,414	33,798,286	17,283,887	12,134,236	14,087,552	
Assessment Rate 30%	30%	30%	30%	30%	30%	30%	30%	30%	
Assessed Value	7,742,234	5,487,042	4,030,934	6,161,824	10,139,486	5,185,166	3,640,271	4,226,266	
Assessed Value w/Rendition Penalty	8,516,458	6,639,321	5,365,173	9,021,527	16,329,745	9,185,838	7,093,858	9,059,376	
									TOTAL
County	342,702.27	267,166.28	215,894.57	363,026.24	657,108.92	369,638.13	285,456.83	364,549.30	2,865,542.53
City	170,329.16	132,786.42	107,303.46	180,430.54	326,594.89	183,716.76	141,877.15	181,187.52	1,424,225.91
School	420,883.35	342,257.01	276,574.68	510,167.34	923,447.05	537,830.83	395,695.37	505,332.00	3,912,187.63
TOTAL TAX DUE:	933,914.77	742,209.72	599,772.71	1,053,624.12	1,907,150.86	1,091,185.72	823,029.35	1,051,068.82	8,201,956.07
Interest fee	84%	72%	60%	48%	36%	24%	3.50%	0%	
Interest Due:	784,488.41	534,391.00	359,863.62	505,739.58	686,574.31	261,884.57	28,806.03	-	3,161,747.51
Total Amount Due w/Interest:	1,718,403.18	1,276,600.71	959,636.33	1,559,363.69	2,593,725.17	1,353,070.29	851,835.38	1,051,068.82	11,363,703.58
Collection fee	50%	50%	50%	50%	50%	50%	50%	0%	
Collection Amount Due:	859,201.59	638,300.36	479,818.16	779,681.85	1,296,862.59	676,535.15	425,917.69	-	5,156,317.38
Total Amount w/Collection fee Due:	2,577,604.77	1,914,901.07	1,439,454.49	2,339,045.54	3,890,587.76	2,029,605.44	1,277,753.07	1,051,068.82	16,520,020.96

BASED ON FULL WORKING GAS CAPACITY

**2021 TOTAL TAX DUE IS BASED ON 2020 MILLAGE RATE

Attachment: Board Order approving assessment of personal property ad valorem taxes owed by