Rankin County Board of Supervisors

Work Session

~ Minutes ~

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

Larry Swales
Chancery Clerk

Thursday, June, 2, 2022	9:00 AM	Rankin Board Room

I. CALL TO ORDER PLANNING COMMISSION MEETING

II. INVOCATION

Board Attorney Craig Slay

III. RECESS

A. Motion to temporarily recess the Planning Commission Meeting to Call to Order the Meeting of the Rankin County Board of Supervisors

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

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

9:00 AM Meeting called to order on June 2, 2022 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	

V. ADDED ITEMS

A. Motion to add "Emergency Declaration to issue purchase order for 50 printer cartridges that support the ballot on demand printing equipment at a cost of $145.00 each, plus shipping, for a total of $8,175.00" to the agenda

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

B. Emergency Declaration to issue purchase order for 50 printer cartridges that support the ballot on demand printing equipment at a cost of $145.00 each, plus shipping, for a total of $8,175.00

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

VI. RECESS

A. Motion to temporarily recess the Meeting of the Rankin County Board of Supervisors to continue the Planning Commission Meeting

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

VII. ADJOURN PLANNING COMMISSION MEETING

VIII. CALL TO ORDER MEETING OF THE RANKIN COUNTY BOARD OF SUPERVISORS (Cont'd)

IX. PUBLIC COMMENTS

A. Kyle Cockrell, owner of Cockrell's Farmers Market, located at 1307 Old Fannin Rd, addressed the board regarding rescission of previously withdrawn conditional use request

B. Motion to add the following to the agenda:
1. Consideration of accepting a rescission of the prior withdrawal of the conditional use request, submitted by Leonard Busby, presented during the May 16, 2022 board meeting, as requested by the owner of the property, Kyle Cockrell
2. Acknowledgment that the conditional use request submitted by Leonard Busby during the May 16, 2022, was pending prior to the moratorium established during the May 16, 2022 board meeting
3. Authority to reset the public hearing for the conditional use request for June 30, 2022 at 9:00 a.m. (no additional fees to be incurred by the applicant)

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

C. Motion to approve the following:
1. Consideration of accepting a rescission of the prior withdrawal of the conditional use request, submitted by Leonard Busby, presented during the May 16, 2022 board meeting, as requested by the owner of the property, Kyle Cockrell
2. Acknowledgment that the conditional use request submitted by Leonard Busby during the May 16, 2022, was pending prior to the moratorium established during the May 16, 2022 board meeting
3. Authority to reset the public hearing for the conditional use request for June 30, 2022 at 9:00 a.m. (no additional fees to be incurred by the applicant)

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

X. CRAIG SLAY, BOARD ATTORNEY

A. Public Hearing to receive comments on proposed Issuance of Tax Increment Bonds to Support Construction of Orleans Way Improvement Project located in the City of Brandon pursuant to a Tax Increment Financing Plan and Development Agreement as previously identified and published. Acknowledgment that all requirements for public notice have been met

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

B. Consideration of, and potential adoption of, A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTION OF THE TAX INCREMENT FINANCING PLAN FOR ORLEANS WAY, CITY OF BRANDON, MISSISSIPPI

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

Supervisor Cross left the board meeting at 10:20 a.m.

C. Presentation of Zoning and Planning Considerations Related to Medical

XI. KEITH HICKS, COUNTY ADMINISTRATOR

A. Discussion of and Potential Action on Bond Project List (Tabled until June 6, 2022)

B. Review of Agenda and Consent Agenda for June 6, 2022

XII. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Motion to add "Andrew Chapel Road Reconstruction Project - Approval of pay request to Site Masters, Inc., in the amount of $312,108.42 and authority to issue check." to the agenda

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

B. Andrew Chapel Road Reconstruction Project - Approval of pay request to Site Masters, Inc., in the amount of $312,108.42 and authority to issue check.

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

C. Discussion regarding Waste Management eliminating Wednesday and Saturday trash pickup, effective June 20, 2022

D. Motion to add "Authority for board president to execute mitigation agreement as it relates to the Gunter Road Project and authority to issue check in the amount of $7,032.00 to secure 2.344 in mitigation credits as required" to the agenda

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

E. Authority for board president to execute mitigation agreement as it relates to the Gunter Road Project and authority to issue check in the amount of $7,032.00 to secure 2.344 in mitigation credits as required

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

XIII. EXECUTIVE SESSION

None

XIV. Motion to Adjourn

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

This the 2nd Day of June, 2022

CHANCERY CLERK RANKIN COUNTY, MS

Brad Calhoun

BRAD CALHOUN, VICE-PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales

LARRY SWALES, CLERK OF THE BOARD

The Chancery Clerk reported that pursuant to a resolution of Board of Supervisors (the "Governing Body") of the Rankin County, Mississippi (the "County") adopted on May 16, 2022, calling for a public hearing to be held at 9:00 AM on June 2, 2022, with respect to a *Tax Increment Financing Plan for Orleans Way, City of Brandon, Mississippi, April 2022* (the "TIF Plan"), he did cause a notice of the public hearing to be published on May 18, 2022, in the *Rankin County News*, a newspaper having a general circulation in the County, as evidenced by proof of publication attached hereto as Exhibit 1 and incorporated herein by reference. The public hearing was duly convened. At that time, all present were given an opportunity to present oral or written comments on the TIF Plan. At the conclusion of the public hearing, Supervisor Calhoun offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTION OF THE "TAX INCREMENT FINANCING PLAN FOR ORLEANS WAY, CITY OF BRANDON, MISSISSIPPI, APRIL 2022

WHEREAS, under the power and authority granted by the Laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, (the "TIF Act"), on April 4, 2022, the Governing Body did adopt a certain resolution entitled:

RESOLUTION DECLARING THE INTENTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI, TO ISSUE TAX INCREMENT FINANCING BONDS OF SAID COUNTY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($7,500,000) TO FINANCE THE COST OF INSTALLING AND CONSTRUCTING CERTAIN INFRASTRUCTURE IMPROVMENTS FOR ORLEANS WAY IN ACCORDANCE WITH CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; WHICH PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING ACCORDING TO SAID ACT; AND THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN FOR SAID PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the TIF Act, on May 16, 2022, the Governing Body did adopt a resolution entitled:

RESOLUTION RESETTING A PUBLIC HEARING IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN FOR ORLEANS WAY; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the *Rankin County News*, a newspaper having a general circulation within the County, and was so published in said newspaper on May 18, 2022, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body attached hereto as Exhibit 1; and

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at 9:00 AM on June 2, 2022, at the usual meeting place of the Board of Supervisors of Rankin County at 211 East Government Street, Brandon, Mississippi 39042 in order for the residents of the County to state or present their views on the TIF Plan; and

WHEREAS, at 9:00 AM on June 2, 2022, the public hearing was held and all in attendance were given an opportunity to state or present their oral or written comments on the TIF Plan; and

WHEREAS, pursuant to the Act, the TIF Bonds, if issued, will be issued by the City of Brandon, Mississippi (the "City") and be secured solely by a pledge by the City of all of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the Act) of the real and personal property comprising the TIF District (the "City's Ad Valorem Tax Increment"), and the City's portion of the sales tax generated from the Project, excluding therefrom both the City's special Amphitheatre and Ancillary Improvement Tax and the Tourism, Parks and Recreation Tax (the "City's Sales Tax Increment" and together with the City's Ad Valorem Tax Increment, the "City's Tax Increment") and may also be secured by a pledge by the County of 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value (as that term is defined in the TIF Act) of the TIF District, including personal property located therein; provided, however, the County's portion shall not exceed fifty percent (50%) of the payment of the debt service on the TIF Bonds (the "County's Tax Increment"). The City's Tax Increment together with the County's Tax Increment are hereinafter collectively referred to as the "TIF Revenues;" and

WHEREAS, as authorized by the Act, the City and the County may enter into an interlocal cooperation agreement pursuant to which the City may agree to issue the TIF Bonds and the City and the County would agree to pledge the Tax Increment for payment of debt service on the TIF Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the County is now fully authorized and empowered under the provisions of the TIF Act to adopt and implement the TIF Plan attached hereto as Exhibit 2 and incorporated herein by this reference thereto, and do hereby adopt and approve such plan as presented in order to assist in the development of the project described in the TIF Plan (the "Project") by participating jointly with the City, to issue tax increment financing bonds or notes in an amount not to exceed Seven Million Five Hundred Thousand

Dollars ($7,500,000) to finance the cost of various infrastructure improvements in connection with the Project.

SECTION THREE: That the Governing Body of the County does hereby find and determine that the Project is in the best interest of the County and its future development and that it is in the best interest of the County and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the "redevelopment project" to the County not apply to those improvements which are constructed on any privately owned portion of the Project.

Following the reading of the foregoing resolution, Supervisor Calhoun moved and Supervisor Gaines seconded the motion for its adoption. The matter was then put to a roll call vote:

Supervisor Jared Morrison voted	AYE
Supervisor Daniel Cross voted	AYE
Supervisor Brad Calhoun voted	AYE
Supervisor Steve Gaines voted	AYE
Supervisor Jay Bishop voted	AYE

The motion having received the affirmative vote of a majority of the members present, the Board President declared the motion carried and the resolution adopted this the 2nd day of June, 2022.

Board President

ATTEST:

Chancery Clerk

my. GFlood DC

CHANCERY CLERK ★ RANKIN COUNTY, MS ★

V2 05-19-22

EXHIBIT 1

PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 18TH DAY OF MAY, 2022, personally came Marcus Bowers, publisher of the Rankin County New[s], a weekly newspaper printed and published in the City of Brandon, In [the] County of Rankin and State aforesaid, before me the undersigned officer and for said County and State, who being duly sworn, deposes and sa[ys] that said newspaper has been published for more than 12 months prior [to] the first publication of the attached notice and is qualified under Chap[ter] 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendat[ory] thereto, and that a certain

NOTICE OF PUBLIC HEARING

TAX INCREMENT FINANCING PLAN

ORLEANS WAY PROJECT

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

Vol 174 No. 45 on the 18th day of May, 2022

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 18th day of May, 2022

Frances Conger, Notary Public
FRANCES CONGER
My Commission Expires: January 25, 2026

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

596 words at .12 each	$71.52
Proof of Publication	NC
TOTAL	**$71.52**

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 28593
FRANCES CONGER
Commission Expires Jan. 25, 2026
RANKIN COUNTY

NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
ORLEANS WAY PROJECT

Notice is hereby given that a public hearing will be held on June 2, 2022 at 9:00 A.M. at the regular meeting place of the Board of Supervisors of Rankin County, Mississippi (the "County") at 211 E. Government St, Suite A, Brandon, Mississippi 39042, on the Tax Increment Financing Plan for Orleans Way, City of Brandon, Mississippi, April 2022 (the "TIF Plan") with the Redevelopment Plan previously adopted by the County (the "Redevelopment Plan"), and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is to allow the County to act jointly with the City as the primary party to carry the bonds forward and issue tax increment financing bonds or notes in an amount not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) which funds will be used to pay, to the extent allowed by Title 21, Chapter 45, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), the cost of the cost of acquisition, installation and construction of various infrastructure improvements within the TIF District (as defined in the TIF Plan) or servicing the TIF District, which shall include, but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, bridges, curbs and gutters; sidewalks, on-site parking, paving and other related parking lot improvements; relocation of electrical lines; lighting, signalization; landscaping of rights-of way; wetland mitigation; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs together with improvements to Orleans Way (collectively the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District.

The bonds or notes, if issued, and as provided in the TIF Act, shall be secured solely by a pledge of the incremental increase sales tax rebates and ad valorem tax revenues on real and personal property generated by construction and development in the TIF District and will not be a general obligation of either the City or the County, and will not secured by the full faith, credit, and taxing power of either the City or the County, and further, will not create any other pecuniary liability on the part of either the City or the County other than the pledge of the incremental increase in the ad valorem taxes set forth above. The County's pledge shall be limited to 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value (as that term is defined in the TIF Act).

Construction of the project and payment of the bonds issued to construct the project will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the County.

The County may exercise its authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act") in connection with the TIF Plan. Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the Chancery Clerk located at 211 E. Government Street, Brandon, Mississippi 39402. This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the TIF Act.

Witness my signature and seal, this the 16th day of May, 2022.
/S/ Daniel H. Cross, Board President
May 18, 2022
#695

EXHIBIT 2

TIF PLAN

TAX INCREMENT FINANCING PLAN
FOR
ORLEANS WAY,
CITY OF BRANDON, MISSISSIPPI, APRIL 2022

Prepared by:

GOURAS & ASSOCIATES

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TAX INCREMENT FINANCING PLAN FOR ORLEANS WAY, CITY OF BRANDON, MISSISSIPPI, APRIL 2022

ARTICLE I

A. PREAMBLE

1. This *Tax Increment Financing Plan for Orleans Way, City of Brandon, Mississippi, April 2022* (the "TIF Plan"), will be an undertaking of the City of Brandon Mississippi (the "City"), authorized pursuant to Sections 21-45-1, *et seq.,* Mississippi Code of 1972, as amended (the "TIF Act"), and in accordance with the *Tax Increment Financing Redevelopment Plan for the City of Brandon, Mississippi, August 2018,* (the "Redevelopment Plan") and may also be implemented as a joint undertaking of the City and Rankin County, Mississippi (the "County").

2. Mirror Lake Land Company, LLC (the "Developer") proposes to develop an approximately 112-acre, mixed used development in the City of Brandon (the "City") including a including a grocery store, hotel, a car dealership, senior living, office space, retail and restaurants and on-site infrastructure necessary to support the development and the construction of a road extending Orleans Way across the existing drainage system that bisects the property (all, collectively the "Project"). The Developer anticipates the total private investment will be in excess of $100,000,000. The Project will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, et seq., Mississippi Code of 1972, as amended (the "Interlocal Act"), which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other indebtedness in one or more series (collectively the "TIF Bonds") as authorized herein to finance a portion of the Infrastructure Improvements (defined below). The TIF Bonds authorized by this TIF Plan shall not exceed Seven Million Five Hundred Thousand Dollars ($7,500,000).

4. The tax increment financing funds as identified herein will be used to defray and reimburse the cost of Infrastructure Improvements (defined below) to serve the Project and the community.

5. The Mayor and Board of Aldermen of the City (the "Governing Body") hereby finds and determines that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the "redevelopment project" to the City not apply to those which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, anticipated sales tax, and job creation projections. Estimates of ad valorem taxes were made based on information and valuations from the Rankin County Tax Assessor, the City of Brandon and from information provided by the Developer.

B. STATEMENT OF INTENT

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in an amount not to exceed $7,500,000, which TIF Bonds will be secured solely by a pledge by the City of all of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the Act) of the real and personal property comprising the TIF District (the "City's Ad Valorem Tax Increment"), and the City's portion of the sales tax generated from the Project, excluding therefrom both the City's special Amphitheatre and Ancillary Improvement Tax, Hotel and Motel Tourism Tax and Parks and Recreation Tax (the "City's Sales Tax Increment" and together with the City's Ad Valorem Tax Increment, the "City's Tax Increment") and a pledge by the County of 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value (as that term is defined in the TIF Act) of the TIF District, including personal property located therein; provided, however, the County's portion shall not exceed fifty percent (50%) of the payment of the debt service on the TIF Bonds (the "County's Tax Increment"). The City's Tax Increment together with the County's Tax Increment are hereinafter collectively referred to as the "TIF Revenues." These funds will be used to pay the cost of acquiring and constructing various infrastructure improvements which may include but are not limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer lines, natural gas lines, and electrical lines; construction, renovation, or rehabilitation of drainage improvements, including (but not limited to) detention and retention basins, roadways, bridges, curbs, gutters, sidewalks; surface and structured parking and infrastructure necessary to develop parking; relocation of electrical lines; lighting; signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs of the TIF Bonds or notes, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

2. The City may issue the TIF Bonds in one or more series and reimburse the Developer in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the "Development Agreement"). Anything in this TIF Plan notwithstanding, no TIF Bonds shall be issued unless and until the conditions to the sale and issuance of the TIF Bonds set forth in the Development Agreement have been satisfied. The terms and provisions of the Development Agreement shall govern when and if TIF Bonds will be issued by the City to finance the Infrastructure Improvements.

3. The construction of the Infrastructure Improvements will be undertaken, from time to time, to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY: The public convenience and necessity require participation by the City and the County in the Project. The Project, and in particular, construction of the portions of the Project within the TIF District, will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County, including:

1. The Project represents a private investment in excess of $100,000,000 and will create construction jobs with an estimated payroll of approximately $25,500,000.

2. The Project will create new permanent full-time and part-time jobs. Annual payroll is currently unknown.

3. It is projected that the City's annual real and personal property taxes generated by the TIF District will *increase* by $498,333.

4. It is projected that the County's annual real and personal property taxes generated by the TIF District will *increase* by about $607,664.

5. It is projected that the School District's annual real and personal property taxes generated by the TIF District will *increase* by about $842,334.

6. It is projected that the annual sales generated by the TIF District will reach approximately $104,600,000.[1]

7. The TIF District is expected to result in annual sales tax rebates to the City of about $970,230.

8. The development of the Project will expand the tax base of the City, the County, and the School District.

9. The TIF District will utilize and develop land currently served by no utilities into a mixed-use development.

10. The development of the TIF District will facilitate the construction of the Infrastructure Improvements, including the construction of a road extending Orleans Way across the existing drainage system that bisects the TIF District.

11. It is anticipated that the completed Project will generate $110,000 annually pursuant to the City's 2% Parks and Recreation Tax.

12. It is anticipated that the completed Project will generate $90,000 annually pursuant to the City's 3% Amphitheatre and Ancillary Improvement Tax.

13. It is anticipated that the completed Project will generate $60,000 annually pursuant to the County's 2% Hotel and Motel Tourism Tax.

[1]State sales taxes on purchases at automobile dealerships vary from 3%, 5% and 7% depending on the item taxed.

ARTICLE II
PROJECT INFORMATION

A. **REDEVELOPMENT PROJECT DESCRIPTION**: The Project is an approximately 112-acre commercial development which may include offices, retail, car dealerships, a hotel and restaurants and will include the construction of Orleans Way in addition to the infrastructure necessary to support the development.

B. **DEVELOPER'S INFORMATION**: Mirror Lake Land Company, LLC PO Box 23028, Jackson, Mississippi 39225-3028.

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. **JOB CREATION:** The Project is expected to create construction jobs with an estimated payroll of approximately $25,500,000, and the Project will create new full-time and part-time jobs.

B. **FINANCIAL BENEFIT TO THE COMMUNITY**

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. Projected increases for the TIF District are set forth in Article 1, Section C.

2. Retail Sales: Retail sales are estimated to be in excess of $104,000,000 creating an annual sales tax rebate of $970,230 for the City.

3. Special Taxes: It is anticipated that the completed Project will generate $110,000 annually pursuant to the City's 2% Parks and Recreation Tax, $90,000 annually pursuant to the City's 3% Amphitheatre and Ancillary Improvement Tax, and $60,000 annually pursuant to the County's 2% Hotel and Motel Tourism Tax. Total special taxes are expected to be in excess of $260,000.

4. Pledge: The City will pledge the City's Tax Increment and the County will pledge the County's Tax Increment to secure the TIF Bonds. The TIF Bonds will be sized based on one hundred percent (100%) of the City's Ad Valorem Tax Increment plus fifty percent (50%) of the City's Sales Tax Increment plus the County's Tax Increment. Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged percentage of the TIF Revenues.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. <u>**CONSTRUCTION OF IMPROVEMENTS:**</u> The improvements constructed for the Project(including the Infrastructure Improvements) will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City, and the Project will further the goals and objectives of the Redevelopment Plan.

B. <u>**PUBLIC CONVENIENCE AND NECESSITY:**</u> The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the Project.

C. <u>**HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:**</u> The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the property and the public. The Project will increase the City's tax base and develop raw land currently served by no utilities into a modern mixed-use development and provide much-needed road improvements to serve the public.

ARTICLE V
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. The TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the construction of Infrastructure Improvements necessary to induce development within the TIF District area and serve the public who will utilize and benefit from the development of the Project. This will be an undertaking of the City as described in the Redevelopment Plan and may include County participation.

ARTICLE VI
A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. <u>**COST ESTIMATE OF REDEVELOPMENT PROJECT**</u>

1. The development of the Project will represent a private investment in excess of $100,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The construction of the Infrastructure Improvements will be undertaken to provide

for the public convenience, health, and welfare.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. The City's Tax Increment and the County's Tax Increment will be pledged to secure the TIF Bonds. The TIF Bonds will be sized based on one hundred percent (100%) of the City's Ad Valorem Tax Increment plus fifty percent (50%) of the City's Sales Tax Increment plus the County's Tax Increment. Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged percentage of the TIF Revenues.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED: The City will issue up to Seven Million Five Hundred Thousand Dollars ($7,500,000) in TIF Bonds in one or more series which shall be secured by the pledge of the Tax Increment. The TIF Bonds will be sized based on one hundred percent (100%) of the City's Ad Valorem Tax Increment plus fifty percent (50%) of the City's Sales Tax Increment plus the County's Tax Increment. Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged percentage of the TIF Revenues. The amount and timing of the issuance of the TIF Bonds, if any, shall be determined pursuant to further proceedings of the City and in accordance with the Development Agreement.

ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT: The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 112 acres, more or less, and is described below and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Rankin County Tax Assessor's office.

Acres	PPIN	Parcel Number	(Tax Year 2021)	Value Tax Year 2021	City	County	School
69.13	63501	G08L000001 00020	$15,800	$2,370	$78	$103	$132
11.75	18890	G08L000002 00000	$235,200	$35,280	$1,164	$1,420	$1,968
18.1	60019	G08L000001 00010	$356,400	$53,460	$1,764	$2,152	$2,982
13.04	21858	H08 0000011 0000	$1,420,060	$213,009	$7,029	$8,571	$11,882
112			**$2,011,660**	**$301,749**	**$9,958**	**$12,143**	**$16,832**

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

This TIF Plan shall remain in effect and existence from its approval and so long as there are TIF Bonds outstanding.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES: It is projected that the construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Brandon City School District. The following are estimates of new ad valorem tax revenues expected to be generated after project is completed. The "After Project" projections assume a combined "true value" of $102,631,949 and represents projected taxes after the Project has been completed.

Entity	Millage Rate	Current Taxes	After Project	Increment
City AV	33	$9,958	$498,333	$488,375
County AV	40.24	$12,143	$607,664	$595,521
School District AV*	55.78	$16,832	$842,334	$825,502
TOTALS:	**129.02**	**$38,933**	**$1,948,331**	**$1,909,399**

*** School taxes are not eligible for use and are included for informational purposes only.**

B. RETAIL SALES: The Project will generate approximately $104,690,000 in sales annually, generating an annual sales tax rebate of $970,230 for the City.[2]

C. SPECIAL TAXES: It is anticipated that the completed Project will generate $110,000 annually pursuant to the City's 2% Parks and Recreation Tax, $90,000 annually pursuant to the City's 3% Amphitheatre and Ancillary Improvement Tax, and $60,000 annually pursuant to the County's 2% Hotel and Motel Tourism Tax. Total special taxes are expected to be in excess of $260,000. The special taxes are specifically excluded from the City's Sales Tax Increment. The pledge of the Tax Increment and the sizing of the TIF Bonds are both set forth in Articles I, VI and XII of this TIF Plan.

ARTICLE X
A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled "Tax Increment Bond Fund: Orleans Way" shall be established by the City to receive ad valorem taxes, sales tax rebates, and any other funds remitted in connection

[2]State sales taxes on purchases at automobile dealerships vary from 3%, 5% and 7% depending on the item taxed.

with this TIF Plan.

ARTICLE XI
THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan; provided, however, that the amount and timing of the issuance of TIF Bonds shall be governed by the Development Agreement and no TIF Bonds shall be issued unless and until the conditions set forth in the Development Agreement have been satisfied.

ARTICLE XII
PLAN OF FINANCING

A. **<u>SECURITY FOR THE TIF BONDS:</u>** The TIF Plan provides for the City to issue up to Seven Million Five Hundred Thousand Dollars ($7,500,000) in TIF Bonds in one or more series which will be secured by the pledge of the Tax Increment. The TIF Bonds will be sized based on one hundred percent (100%) of the City's Ad Valorem Tax Increment plus fifty percent (50%) of the City's Sales Tax Increment plus the County's Tax Increment. Debt service coverage (if required by a purchaser of the TIF Bonds) will first come from the remaining pledged percentage of the TIF Revenues.

B. **<u>FURTHER PROCEEDINGS OF THE CITY:</u>** The City shall take such further actions as required for the implementation of the TIF Plan.

C. **<u>AMOUNT AND TIMING OF ISSUANCE:</u>** The amount and timing of the issuance of each series of TIF Bonds shall be determined pursuant to the Development Agreement and further proceedings of the City. The total amount of the TIF Bonds shall not exceed Seven Million Five Hundred Thousand Dollars ($7,500,000). The TIF Bonds may be issued pursuant to the terms and conditions of the Development Agreement in multiple tax-exempt or taxable series for a term not to exceed fifteen (15) years.

EXHIBIT A

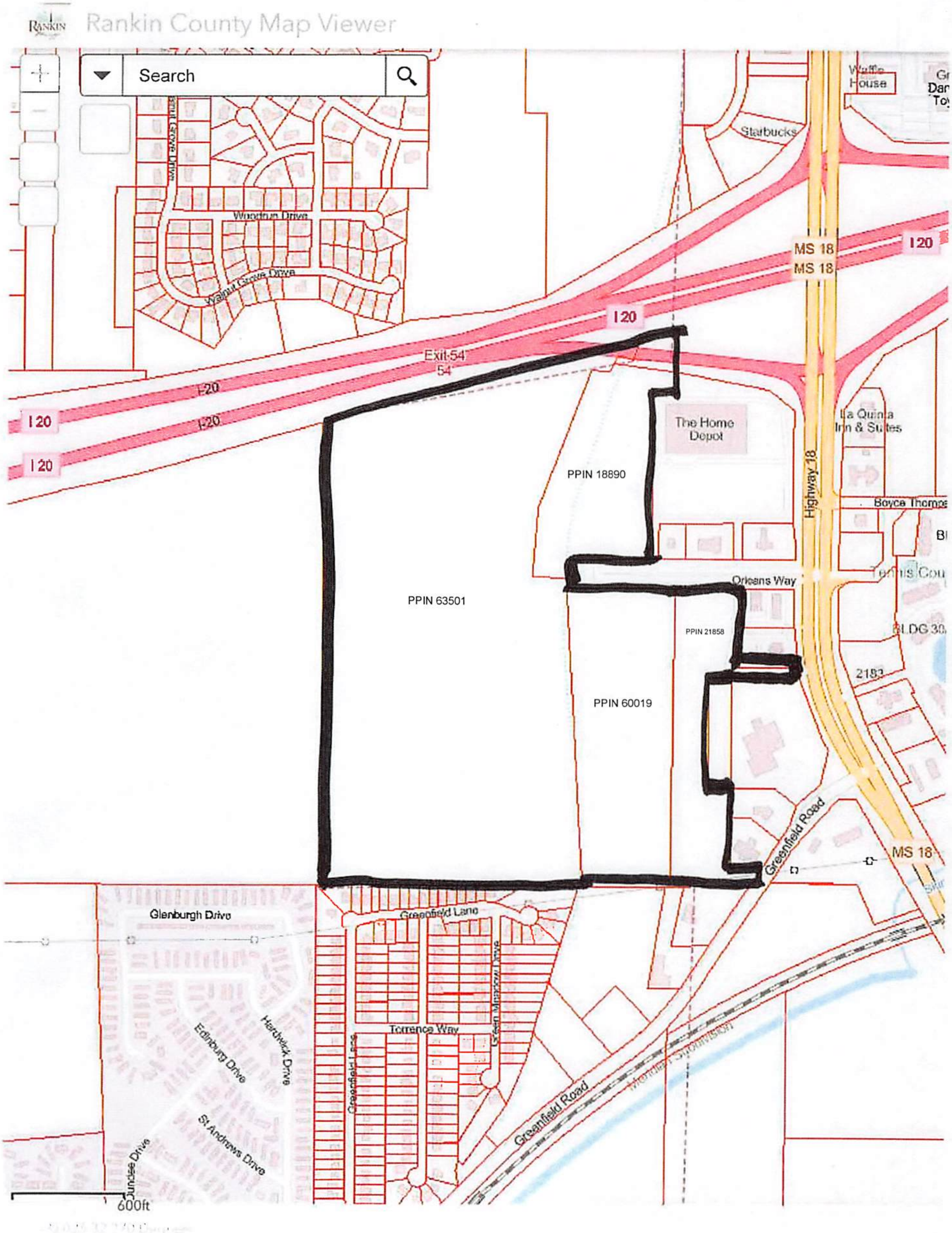
TIF DISTRICT

TO FOLLOW

EXHIBIT A TO ORLEANS WAY TIF PLAN

3/24/22, 1:13 PM

Rankin County Map Viewer



https://gis2.cmpdd.org/portal/apps/webappviewer/index.html?id=819f7b143e404129abc1e5b838973eca

1/1

Print Search Again

PPIN	Parcel Number	Section	Township	Range
018890	G08L000002 00000	13	05	02

Google Map	GIS Map	Deed Preview	Building Sketch
External Link	Rankin County GIS Map Viewer	Rankin County Deed Viewer	No sketch found

Assessed Owner
ERGON PROPERTIES INC
2829 LAKELAND DR FLOWOOD MS39232
Location
0
Legal Description
11.759A IN NE4 SE4 & IN SE4 NE4 & 18.24A IN NW4 SW4 & IN SW4 NW4 SEC 18 DB 347 PG 15 0030177

Appraised Values	
Land Value	235,200.00
Improvement Value	0.00
Total	235,200.00
Assessed Values	
Land Value	0.00
Improvement Value	35,280.00
Total	35,280.00
Building Info.	
Year Built	0
Base Area	0
Adjusted Area	0
Structure Code	
Deed Info	
Book	951
Page	414
Date	6/28/2001
Miscellaneous	
Homestead Code	

TAXES	Due	Paid
County	1,419.67	1,419.67
City	1,164.24	1,164.24
School	1,967.92	1,967.92
Total	4,551.83	4,551.83
Paid By	SCANNED	
Paid - Receipt #	Y	
Date Paid	1/21/2022	
# of Payments	1	
Penalty Paid	0	

Print Search Again

PPIN	Parcel Number	Section	Township	Range
021858	H08 000011 00000	18	05	03

Google Map	GIS Map	Deed Preview	Building Sketch
External Link	Rankin County GIS Map Viewer	Rankin County Deed Viewer	No sketch found

Assessed Owner
ERGON PROPERTIES INC
2829 LAKELAND DR JACKSON MS39232
Location
0
Legal Description
APPROX 13.04 IN W2 SW4 DB 245 PG 323 0111568 DB 636 PG 0040 0122091

TAXES	Due	Paid
County	8,571.48	8,571.48
City	7,029.30	7,029.30
School	11,881.64	11,881.64
Total	27,482.42	27,482.42
Paid By	SCANNED	
Paid - Receipt #	Y	
Date Paid	1/21/2022	
# of Payments	1	
Penalty Paid	0	

Appraised Values	
Land Value	1,420,060.00
Improvement Value	0.00
Total	1,420,060.00
Assessed Values	
Land Value	213,009.00
Improvement Value	0.00
Total	213,009.00
Building Info.	
Year Built	0
Base Area	0
Adjusted Area	0
Structure Code	
Deed Info	
Book	951
Page	414
Date	6/28/2001
Miscellaneous	
Homestead Code	

Print Search Again

PPIN	Parcel Number	Section	Township	Range
060019	G08L000001 00010	13	05	02

Google Map	GIS Map	Deed Preview	Building Sketch
External Link	Rankin County GIS Map Viewer	Rankin County Deed Viewer	No sketch found

Assessed Owner
ERGON PROPERTIES INC
2829 LAKELAND DR FLOWOOD MS39232
Location
0
Legal Description
APPROX 17.82C S OC I-20 (INSIDE CITY OF BRANDON)

TAXES	Due	Paid
County	2,152.23	2,152.23
City	1,764.18	1,764.18
School	2,982.00	2,982.00
Total	6,898.41	6,898.41
Paid By	SCANNED	
Paid - Receipt #	Y	
Date Paid	1/21/2022	
# of Payments	1	
Penalty Paid	0	

Appraised Values	
Land Value	356,400.00
Improvement Value	0.00
Total	356,400.00
Assessed Values	
Land Value	0.00
Improvement Value	53,460.00
Total	53,460.00
Building Info.	
Year Built	2000
Base Area	0
Adjusted Area	0
Structure Code	078
Deed Info	
Book	951
Page	414
Date	6/28/2001
Miscellaneous	
Homestead Code	

Print Search Again

PPIN	Parcel Number	Section	Township	Range
063501	G08L000001 00020	13	05	02

Google Map	GIS Map	Deed Preview	Building Sketch
External Link	Rankin County GIS Map Viewer	Rankin County Deed Viewer	No sketch found

Assessed Owner
MIRROR LAKE LAND COMPANY
2829 LAKELAND DR JACKSON MS39208
Location
0
Legal Description
APROX 69.13A S OF I-20 (INSIDE CITY OF BRANDON)

TAXES	Due	Paid
County	103.17	103.17
City	78.21	78.21
School	132.20	132.20
Total	313.58	313.58
Paid By	SCANNED	
Paid - Receipt #	Y	
Date Paid	1/21/2022	
# of Payments	1	
Penalty Paid	0	

Appraised Values	
Land Value	15,800.00
Improvement Value	0.00
Total	15,800.00
Assessed Values	
Land Value	0.00
Improvement Value	2,370.00
Total	2,370.00
Building Info.	
Year Built	2000
Base Area	0
Adjusted Area	0
Structure Code	078
Deed Info	
Book	
Page	
Date	0/0/0
Miscellaneous	
Homestead Code	

ENGINEERING SERVICE
CONSULTING ENGINEERS & SURVEYORS
A DIVISION OF M & G ENTERPRISES, INC.
115 AEROSMITH DRIVE
RICHLAND, MISSISSIPPI 39218

TELEPHONE: 601-939-8737
FAX: 601-939-8799

MAILING ADDRESS:
POST OFFICE BOX 180429
RICHLAND, MISSISSIPPI 39218-0429

May 12, 2022

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

Re: **Rankin County, Mississippi**
Andrew Chapel Road Reconstruction
Progress Payment Application

Gentlemen:

Enclosed herewith for your review and processing is progress payment application no. 8 from Site Masters, Inc. for work completed on the referenced project through 4/30/22. We recommend that payment be made in the requested amount of **$312,108.42**.
Should there be any questions, please let us know.

Respectfully,

ENGINEERING SERVICE

Jacob A. Keys, P.E.
Project Engineer

Enclosures (3)

n:\clients\r\rankinco\17-e-8044 andrew chapel road improvements\road reconstruct project entire road\cpr\acr_r_pay app 8.docx

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 8

	Application Period: **4/1/2022 - 4/30/2022**	Application Date:
To (Owner): **Rankin County Board of Supervisors**	From (Contractor): **Site Master, Inc.**	Via (Engineer): **Engineering Service**
Project: **Andrew Chapel Road Reconstruction**	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: **17-E-8044**

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$20,732.53	
TOTALS	$20,732.53	
NET CHANGE BY CHANGE ORDERS	$20,732.53	

1. **ORIGINAL CONTRACT PRICE**........ $ $4,342,618.65
2. **Net change by Change Orders**........ $ $20,732.53
3. **Current Contract Price (Line 1 ± 2)**........ $ $4,363,351.18
4. **TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)**........ $ $2,277,500.88
5. **RETAINAGE:**
   a. 5.00% X $2,277,500.88 Work Completed........ $ $113,875.04
   b. 5.00% X ________ Stored Material........ $
   c. Total Retainage (Line 5.a + Line 5.b)........ $ $113,875.04
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**........ $ $2,163,625.84
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**........ $ $1,851,517.42
8. **AMOUNT DUE THIS APPLICATION**........ $ $312,108.42
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)**........ $ $2,199,725.34

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Date:

Payment of: $312,108.42
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] 5/12/2022
(Engineer) (Date)

Payment of: $
(Line 8 or other - attach explanation of the other amount)

is approved by: [signature] 6-2-2022
(Owner) (Date)

Approved by:
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work | **Contractor's Application**

For (Contract): **Andrew Chapel Road Bridge Replacement Project**	Application Number: **8**
Application Period: **4/1/2022 - 4/30/2022**	Application Date:

A					B	C	D	E	F		G
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	100.00%	lump sum	$164,184.38	$164,184.38	100.00%	$164,184.38		$164,184.38	100.00%	
2	Construction Stakes	100.00%	lump sum	$34,237.50	$34,237.50	75.00%	$25,679.52		$25,679.52	75.00%	$8,557.98
3	Removal of Concrete Pavements, All Depths	895.00	sy	$12.19	$10,910.05	607.23	$7,402.13		$7,402.13	67.85%	$3,507.92
4	Removal of Asphalt Pavements, All Depths	30,500.00	sy	$4.54	$138,470.00	25,807.77	$117,167.28		$117,167.28	84.62%	$21,302.72
5	Removal of Existing Culverts	1,225.00	lf	$9.83	$12,041.75	1,125.00	$11,058.75		$11,058.75	91.84%	$983.00
6	Removal of Obstructions	100.00%	lump sum	$23,603.13	$23,603.13	60.00%	$14,161.88		$14,161.88	60.00%	$9,441.25
7	Utility Allowance	100.00%	lump sum	$10,000.00	$10,000.00						$10,000.00
8	Curb & Gutter, Type 2	1,221.00	lf	$22.83	$27,875.43						$27,875.43
9	Concrete Sidewalks and Driveways	720.00	sy	$77.35	$55,692.00						$55,692.00
10	Granular Material (Class 5, Group C), LVM	8,400.00	cy	$23.36	$196,224.00						$196,224.00
11	Granular Material (610 Crushed Limestone)	15,500.00	ton	$47.44	$735,320.00	10,523.22	$499,221.56		$499,221.56	67.89%	$236,098.44
12	Reclemation and Re-use of 610 Crushed Limestone	10,000.00	sy	$5.21	$52,100.00						$52,100.00
13	Clearing and Grubbing	100.00%	lump sum	$13,746.88	$13,746.88	60.00%	$8,248.13		$8,248.13	60.00%	$5,498.75
14	Unclassified Excavation, PM	27,300.00	cy	$9.47	$258,531.00	16,380.00	$155,118.60		$155,118.60	60.00%	$103,412.40
15	Borrow Excavation, PM	15,000.00	cy	$18.65	$279,750.00	9,000.00	$167,850.00		$167,850.00	60.00%	$111,900.00
16	Excess Excavation, PM	41,700.00	cy	$9.02	$376,134.00	27,282.00	$246,083.64		$246,083.64	65.42%	$130,050.36
17	Striping Excavation	65,200.00	sy	$1.91	$124,532.00	39,120.00	$74,719.20		$74,719.20	60.00%	$49,812.80
18	SWPPP Maintenance	100.00%	ls	$11,412.50	$11,412.50	52.52%	$5,993.85		$5,993.85	52.52%	$5,418.66
19	Surface Course Asphalt (SC-1, Type 8)	4,400.00	ton	$100.90	$443,960.00						$443,960.00
20	Base Course Asphalt (BB-1, Type 8)	9,225.00	ton	$90.63	$836,061.75	5,585.50	$506,213.87		$506,213.87	60.5%	$329,847.89
21	Site Restoration	100.00%	lump sum	$43,575.00	$43,575.00						$43,575.00
22	18" Reinforced Concrete Pipe	1,432.00	lf	$49.74	$71,227.68	1,424.00	$70,829.76		$70,829.76	99.44%	$397.92
23	18" Reinforced Concrete Flared End Section	100.00	ea	$1,006.38	$100,638.00	92.00	$92,586.96		$92,586.96	92.0%	$8,051.04
24	24" Reinforced Concrete Pipe	200.00	lf	$77.81	$15,562.00	160.00	$12,449.60		$12,449.60	80.0%	$3,112.40
25	24" Reinforced Concrete Flared End Section	20	ea	$1,063.44	$21,268.80	12.00	$12,761.28		$12,761.28	60.0%	$8,507.52
26	30" Reinforced Concrete Pipe	24.00	lf	$112.57	$2,701.68	24.00	$2,701.68		$2,701.68	100.0%	
27	30" Reinforced Concrete Flared End Section	2	ea	$2,313.63	$4,627.26	2.00	$4,627.26		$4,627.26	100.0%	
28	Maintenance of Traffic	100.00%	lump sum	$45,650.00	$45,650.00	52.52%	$23,976.59		$23,976.59	52.52%	$21,673.41
29	4" Wide Thermoplastic Edge Stripe (Cont. White) (60 Mil)	4.964	mile	$1,867.50	$9,270.27						$9,270.27
30	4" Wide Thermoplastic Traffic Stripe (Cont. Yellow) (90 Mil)	5.047	mile	$2,178.75	$10,996.15						$10,996.15
31	Thermoplastic Legend 4" Equivalent Length (White) (90 Mil)	1,426.00	lf	$1.04	$1,483.04						$1,483.04
32	Two-Way Yellow Reflective Raised Pavement Markers	334.00	ea	$9.34	$3,119.56						$3,119.56
33	Refelctorized Traffic Object Marker (Encapsulated Lens) (Type 3)	8	ea	$88.19	$705.52						$705.52
34	Reflectorized Traffic Delineator Sign (Encapsulated Lens)	22	ea	$20.75	$456.50						$456.50
35	Guardrail, Class A, Type I, "W" Beam	318.50	lf	$33.20	$10,574.20						$10,574.20
36	Guardrail Terminal End Section, Non - Flared	4	ea	$3,371.88	$13,487.52						$13,487.52
37	Right-of-Way Markers, Type I	136	ea	$213.76	$29,071.36						$29,071.36
38	Reflectorized Traffic Warning Sign (Encapsulated Lens)	30	ea	$131.76	$3,952.80						$3,952.80
39	Reflectorized Traffic Regulatory Sign (Encapsulated Lens)	13	ea	$131.76	$1,712.88						$1,712.88

EJCDC® C-620 Contractor's Application for Payment

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): **Andrew Chapel Road Bridge Replacement Project**

Application Number: **8**

Application Period: **4/1/2022 - 4/30/2022**

Application Date:

A					B	C	D	E	F		G
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
40	Ground Preparation	19.50	acre	$570.63	$11,127.29						$11,127.29
41	Combination Fertilizer (13-13-13)	9.75	ton	$622.50	$6,069.38						$6,069.38
42	Seeding	19.50	acre	$622.50	$12,138.75						$12,138.75
43	Vegetative Materials for Mulch	39.00	ton	$155.63	$6,069.57						$6,069.57
44	Solid Sod	1,000.00	sy	$4.93	$4,930.00						$4,930.00
45	Agricultural Limestone	58.50	ton	$77.81	$4,551.89						$4,551.89
46	Riprap, 100#	500.00	ton	$80.41	$40,205.00	48.47	$3,897.47		$3,897.47	9.7%	$36,307.53
47	Temporary Silt Fence	13,000.00	lf	$2.33	$30,290.00	10,300.00	$23,999.00		$23,999.00	79.23%	$6,291.00
48	Wattles, 12"	1,950.00	lf	$4.15	$8,092.50						$8,092.50
49	Temporary Combination Fertilizer (13-13-13)	9.75	ton	$622.50	$6,069.38	2.34	$1,456.65		$1,456.65	24.00%	$4,612.73
50	Temporary Seeding	19.50	acre	$622.50	$12,138.75	4.69	$2,919.53		$2,919.53	24.05%	$9,219.23
51	Temporary Vegetative Materials for Mulch	39.00	ton	$155.63	$6,069.57	9.38	$1,459.81		$1,459.81	24.05%	$4,609.76
52	Granular Material (610 Crushed Limestone) - County Source	2,786.63	ton	$7.44	$20,732.53	2,786.63	$20,732.53		$20,732.53	100.00%	
	Totals				$4,363,351.18		$2,277,500.88		$2,277,500.88	52.20%	$2,085,850.29

MITIGATION CREDIT SALES AGREEMENT

This Mitigation Credit Sales Agreement (the "Agreement") is entered into by and between YOCKANOOKANY MITIGATION RESOURCES, LLC, a Nevada limited liability company ("Seller"), and RANKIN COUNTY BOARD OF SUPERVISORS (the "Purchaser").

RECITALS:

A. This Agreement is entered into pursuant to that certain Mitigation Banking Instrument Agreement dated October 23, 2018, (the "MBI") between, among others, Seller, and the U.S. Army Corp of Engineers ("USACE") which established the Yockanookany Mitigation Bank ("Bank") under Permit Number MVK-2015-899.

B. Pursuant to the terms of the MBI, Seller intends to develop, restore, enhance, create and preserve wetlands, and open water habitat on certain real property described in the MBI in exchange for mitigation bank credits authorized by USACE (the "Credits").

C. The Purchaser desires to purchase 2.344 credits to satisfy the Purchaser's mitigation obligation for impact to wetland habitat. The Purchaser's Project Number is MVK-2019-801.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and Seller agree as follows:

1. Sale of the Credits. Seller hereby agrees to sell and assign, and does hereby sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase and accept, and does hereby purchase, accept, acquire and receive from Seller, 2.344 Credits. The sale of Credits contemplated hereby is not intended as a sale or transfer to Buyer of a security, license, lease, easement or possessory or nonpossessory interest in the assets of Seller or the Bank.

2. Payment for Credits. In consideration of the delivery of the Credits, the Purchaser agrees to pay to Seller the sum of SEVEN THOUSAND THIRTY-TWO DOLLARS and No/100 ($7,032.00), ("Purchase Price") for all of the Credits purchased pursuant to this Agreement. Payment shall be made by electronic transfer on or before May 31, 2022. Upon receipt of the full Purchase Price, Seller shall deliver to Purchaser an executed Bill of Sale in the form set forth in Exhibit A hereto.

3. USACE Documentation. Seller shall issue to Purchaser or provide directly to USACE such documentation as required by USACE to show the purchase of 2.344 Credits was consummated by Purchaser in accordance with the MBI.

4. Representations.

(a) Representations of Seller. Seller represents to the Purchaser the following:

(i) Seller has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and

(ii) This Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of Seller, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

Other than as expressly set forth above, Seller does not make any representations or warranties to Purchaser, including, without limitation, the suitability of the Credits or whether or not the Credits will satisfy, in whole or part, any mitigation obligation of the Purchaser.

(b) Representations of Purchaser. The Purchaser represents to Seller the following:

(i.) The Purchaser has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and

(ii.) This Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of the Purchaser, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

Other than as expressly set forth above, Purchaser does not make any representations or warranties to Seller.

5. Confidentiality. The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, Seller, the Credits and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by Seller in writing in advance.

6. Notices. Notices or other communications under this Agreement by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered personally, or are dispatched by registered or certified mail, postage pre-paid, or facsimile, addressed or delivered to the other party as set forth on the signature pages to this Agreement.

7. Binding Agreement; Assignment. This Agreement, and its benefits and obligations, shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement may not be assigned by Seller or the Purchaser without the written consent of the other.

8. Restriction on Recordation. Neither this Agreement nor any notice, memorandum nor notation thereof shall be recorded or disclosed by Seller or the Purchaser in any public records or in any document made public, except where disclosure is otherwise required by law.

9. Attorneys' Fees. If there is a dispute between the Purchaser and Seller under this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, paralegal's fees and appellate and post- judgment proceedings and all costs thereof.

10. Final Agreement. This Agreement embodies the whole agreement of the Purchaser and Seller. This Agreement shall supersede all previous communications, discussions, representations, advertisements, proposals or agreements either verbal or written, between the Purchaser and Seller not otherwise contained in this Agreement.

11. Captions. The captions in this Agreement are included for convenience only and shall be given no legal effect whatsoever.

12. Modification. This Agreement may not be modified except by written instrument executed by both the Purchaser and Seller.

13. Choice of Laws: Venue. This Agreement shall be governed by the laws of the State of Mississippi, and the venue for all disputes with respect to this Agreement shall be in Hinds County, Mississippi.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Purchaser and Seller have executed this Agreement effective for all purposes as of the 9th day of May, 2022.

SELLER:

YOCKANOOKANY MITIGATION RESOURCES, LLC

By: ______________________
Leland Starks
Its: Director of Business Development

Address: 209 Renaissance Drive
Hallsville, Texas 75650

Telephone: 903-660-7527

THE PURCHASER:

RANKIN County BOARd of Supervisors

By: ______________________
Name DANIEL H. Cross
Its: Title BOARd President

Address: 211 E. Government St., Suite A
BrANdON, MS 39042

Telephone: 601-825-1475

EXHIBIT A

BILL OF SALE

For valuable consideration, the receipt of which is hereby acknowledged, YOCKANOOKANY MITIGATION RESOURCES, LLC, a Nevada limited liability company ("Seller"), does hereby bargain, sell and transfer to ______________________________ ("Buyer"): _____ Credits from Yockanookany Mitigation Bank pursuant to that certain Mitigation Credit Sales Agreement entered into by and between Seller and Buyer dated as of ________________________________ . All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Mitigation Credit Sales Agreement.

Date of Sale	
Dept. of the Army Permit Number	
Permittee	
County/ Parish	
Watershed (8 digit HUC)	
Latitude/Longitude of Impact (centroid)	
Type(s) of impact(s)	
Amount of impact(s)	
Type of Credits	
Number of Credits Sold	
Project within Service area of bank	

DATED:_______________________
YOCKANOOKANY MITIGATION RESOURCES, LLC
a Nevada limited liability company

By: ____
Name:
Title:

YOCKANOOKANY MITIGATION RESOURCES

209 Renaissance Drive
Hallsville, Texas 75650

Bill To:

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

Invoice #	2022-YMR1
Invoice Date	5/9/2022
Terms	DUE UPON RECEIPT

Description		AMOUNT
2.344 WETLAND CREDITS @ $3000.00/CREDIT FROM YOCKANOOKANY MITIGATION BANK		$ 7,032.00
Date of Sale	5/9/2022	
Dept. of the Army Permit Number	MVK-2019-801	
Permittee	Rankin County Board of Supervisors	
Project Name	Proposed Gunter Road Improvements Project	
County/ Parish	RANKIN COUNTY, MS	
Watershed (8 digit HUC)	Middle Pearl-Strong (HUC 03180002)	
Mitigation Bank	YOCKANOOKANY MITIGATION BANK	
Type(s) of impact(s)	WETLAND	
Type of Credits	WETLAND	
Number of Credits Sold	2.344	
Project within Service area of bank	YES	
	TOTAL	$ 7,032.00

If you have any questions concerning this invoice, contact Megan Moore at (903) 660-7527 or email megan.moore@mitigate.pro.

Remit To By Mail:
YOCKANOOKANY MITIGATION RESOURCES, LLC
c/o Mitigation Resources of North America, LLC
209 Renaissance Drive
Hallsville, TX 75650

Direct Electronic Payments to:
PNC Bank, 249 Fifth Ave., Pittsburgh PA 15222
Account No. 1082028772
ABA ACH/Wire No. 043000096
Beneficiary: Mitigation Resources of North America, LLC