Rankin County Board of Supervisors

Regular Board Meeting

~ Minutes ~

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

Larry Swales
Chancery Clerk

Monday, December, 5, 2022 | **9:00 AM** | **Rankin Board Room**

I. Call to Order

9:00 AM Meeting called to order on December 5, 2022 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	Supervisor District 2	Present	
Steve Gaines	Vice President	Present	
Brad Calhoun	President	Present	
Jared Morrison	Supervisor District 1	Present	
Jay Bishop	Supervisor District 5	Present	
Craig Slay	Board Attorney	Present	
Larry Swales	Chancery Clerk	Present	
Keith Hicks	County Administrator	Present	

II. INVOCATION

Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION

A. Northshore HOA - Discussion of adding additional stop signs

B. Bill Adams - 119 Sandstone Drive (District 4)

C. HollyBush Place Subdivision

Asked the county to address a culvert that is experiencing/causing flooding due to its size

IV. OLD BUSINESS

A. Minutes Approval:

A. November 15, 2022
B. November 30, 2022
C. December 1, 2022

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

V. CONSENT AGENDA

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

1. APPROVAL OF THE FOLLOWING:

Financial Reports

A. Approval of Budget Amendment for the Road Department to transfer between line items, no increase

Agreements

B. Approval for the Rankin County Sheriff's Department to enter into a Master Customer Agreement with Motorola Solutions, Inc. for products and services related to new equipment provided by Motorola Solutions, Inc. and authority for Sheriff to execute documents

C. Approval for the Rankin County Sheriff's Department to enter into a Subscription Software Addendum with Motorola Solutions, Inc. for the purchase of Subscription Software from Motorola Solutions, Inc. and authority for Sheriff to execute documents

D. Approval for the Rankin County Sheriff's Department to enter into a Data Processing Addendum with Motorola Solutions, Inc. for the purchase pf Subscription Software from Motorola Solutions, Inc. and authority for Sheriff to execute documents

Other

E. Acknowledgment of receipt from Site Masters, Inc., of all documents necessary to close out Andrew Chapel Road Improvement Project

2. AUTHORITY TO ISSUE CHECKS:

Dues and Training Conferences

A. Authority to pay 2023 MAGPPA Membership Dues for Brigette Herring and Rachel Knight in the amount of $35.00 each and authority to issue check

B. Authority to pay registration fees in the amount of $995.00 each for Demetre Apostolidis and Jordan McQueary to attend the Advanced C.E.R.T. Instructor Course on January 16 - 20, 2023, in Hernando, MS and authority to issue check and pay any travel related expenses

C. Authority for Justin Allen to travel to Florida on December 17 - 18, 2022, for the Nighttime/Limited Visibility Diving Checkoff Class and pay any travel related expenses

D. Authority for Wiltz Cutrer, Tony Lowery and Tonya Rivers to travel to the Hart Headquarters in Austin, TX on February 27 - March 3, 2023, for training in elections/ballot creation, hardware and software setup, and maintenance and authority to pay any travel related expenses

E. Authority to pay tuition in the amount of $750.00 each for Amy Sistrunk, Anthony Bragg, and Lauren Carter to attend the Mississippi Baptist Bible Seminary Semester and authority to issue check

Other

F. Authority to refund Bid Bond in the amount of $2,793.78 to Iron Creek Custom Homes related to the Florence Library Re-roof Project and authority to issue check

G. Authority to reimburse Sherry Flanagan in the amount of $209.72 for purchases for the Rankin County Annex building and authority to issue check

H. Authority to issue check in the amount of $235.00 to Billy King for damage caused to vehicle during repaving on Spillway Road

I. Authority to reimburse Kevin Hodges in the amount of $124.79 for the purchase of a new tire for Unit 143

J. Authority to issue check in the amount of $250 for the 4-H Southwest District Livestock Show that will be held on January 19 - January 31, 2023

K. Authority to pay invoice to replace an electronic ankle bracelet charger for Youth Court in the amount of $50.00 and authority to issue check

L. Authority to issue check in the amount of $310.00 to MVP Translations, Inc. for payment of Interpreting Services per Order received from Judge Steve Ratcliff

3. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Danielle Jaroszewski (New Hire, Certified Deputy in Court Services) at Step 342; James Monkus (New Hire, Adult Detention Officer) at Step 301; Kendall Moore (Transfer from Dispatch to ADC) at Step 301; Jacob Schmelzer (New Hire, Certified Juvenile Detention Officer) at Step 318; Danny Stevens (Promotion to Sergeant) at Step 397; Youth Court: Kevin Walker (New Hire, Drug Court Supervision Officer) at Step 338;

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

A. Various Documents

1. a Vardoc 2022 Premium List for Rankin County Livestock Shows (Proof) (PDF)
2. b Vardoc Claims Docket Ocotber 16 - November 15, 2022 (Proof) (PDF)
3. c Vardoc Executed MOU with City of Flowood Utilizing Proceeds Appropriated by MS Legislature in HB 1353 (PDF)
4. d Vardoc Executed MOU with City of Pearl Utilizing Proceeds Appropriated by MS Legislature in HB 1353 (PDF)
5. e Vardoc Notice of Public Hearing for TIF Plan - Flowood Town Center Project (Proof) (PDF)
6. f Vardoc Notice of Zoning Hearing for Brenda Ferguson (Proof) (PDF)
7. g Vardoc Notice of Zoning Hearing for Michael Brooks (Proof) (PDF)
8. h Vardoc Notice of Zoning Hearing for Sidney Harrell (Proof) (PDF)
9. i Vardoc Notice to Bidders for Crushed Aggregates (Proof) (PDF)
10. j Vardoc Notice to Bidders for Gravel (Proof) (PDF)
11. k Vardoc Notice to Bidders for Metal Culverts (Proof) (PDF)
12. l Vardoc Notice to Bidders for Polypropylene Culverts (Proof) (PDF)
13. m Vardoc Notice to Bidders for Polyurethane Foam (Proof) (PDF)
14. n Vardoc Notice to Bidders for Scrub Seal, Slurry Seal, & Micro-Surfacing (Proof) (PDF)
15. o Vardoc Notice to Bidders for Semi-Annual Asphalt Bids (Proof) (PDF)
16. p Vardoc Notice to Bidders for Soil Stabilization (Proof) (PDF)
17. q Vardoc November 3, 2022 Minutes (Proof) (PDF)
18. r Vardoc November 7, 2022 Minutes (Proof) (PDF)
19. s Vardoc October 3, 2022 Minutes (Proof) (PDF)
20. t Vardoc October 14, 2022 Minutes (Proof) (PDF)
21. u Vardoc Public Notice for the County's Stormwater Management Program (Proof) (PDF)
22. v Vardoc Resolution Commending the Life of John Quincy Adams (PDF)
23. w Vardoc Subcontract Request No. 1 (SAP-61(19)M) (PDF)
24. x Vardoc Subcontract Request No. 2 (SAP-61(19)M) (PDF)
25. y Vardoc Subcontract Request No. 3 (SAP-61(19)M) (PDF)
26. z Vardoc Zoning Ordinance Amendment for Parcels E3-150 & E3-150-10 (Proof) (PDF)

VI. JOHN SULLIVAN, TAX ASSESSOR

A. Petition for change of assessment on 2022 Personal Property Assessment Rolls

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

B. Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Rolls

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

VII. MIKE HARRISON, ROAD MANAGER

A. Road Work Accomplished for November 2022 and Road Work Scheduled for December 2022

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jared Morrison, Supervisor District 1
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

B. Request approval of CSpire Permit No. "Magnolia Springs of Rankin County" to construct a Fiber Optic Cable along/across Magnolia Springs Blvd. to be installed between Gunter Road and Highway 469 N (District 1)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Vice President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

C. Request approval of Uniti Fiber Permit No. 452546 to construct a Fiber Optic Cable to be installed between Spillway Road and North Shore Parkway (District 2)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Vice President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

D. Request approval of Uniti Fiber Permit No. 452547 to construct a Fiber Optic Cable along/across Spillway Road (District 2)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Vice President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

E. Request approval of Uniti Fiber Permit No. 452550 to construct a Fiber Optic Cable along/across Spillway Road (District 2)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Vice President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

F. Motion to Deny Request of approval of Comcast Permit No. JB0001087952 (Part 1) to construct a Coax Cable along/across

Highway 80 to be installed between Hall Drive and Gulde Shiloh Road (District 4)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Steve Gaines, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

G. Motion to Deny Request of approval of Comcast Permit No. JB0001087952 (Part 2) to construct a Coax Cable to be installed between Oak Drive and Lake Road (District 4)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Steve Gaines, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

VIII. PUBLIC COMMENTS AND RECOGNITION

A. Central District Transportation Commissioner Willie Simmons

IX. TIM PARKER, COUNTY CONSULTING ENGINEER

A. Andrew Jackson Circle Improvement Project - Approval of Pay Application Number One to Hemphill Construction Company, Inc. in the amount of $70,870.00and authority to issue check

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

X. CRAIG SLAY, BOARD ATTORNEY

SET PUBLIC HEARINGS:

A. Set Public Hearing for December 15, 2022, at 9:00 a.m. for US Bank Trust National Association as Trustee of the LB Cabana Series IV Trust Nuisance Property, 418 Persimmon Cove (District 1)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

B. Set Public Hearing for December 15, 2022, at 9:00 a.m. for Michael Brooks Rezoning Request, Stump Ridge Road (District 4)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

C. Set Public Hearing for January 17, 2023, at 9:00 a.m. for Tillman Infrastructure, LLC. Conditional Use Permit, 115 Coke Road (District 1)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

PUBLIC HEARINGS:

D. Public Hearing for Brenda Ferguson Dimensional Variance Request, 111 Ski Drive (District 1)

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

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

E. Public Hearing for Sidney Harrell Dimensional Variance Request, 3875 Highway 49 S. (District 1)

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

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

OTHER

F. Public Hearing to receive comments on proposed Issuance of Tax Increment Bonds to Support Construction of Flowood Town Center Project located in the City of Flowood pursuant to an Amended Tax Increment Financing Plan and Amended 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.

RESULT:	**NO ACTION**

G. Consideration Of, and Potential Adoption Of, RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE FLOWOOD TOWN CENTER PROJECT, CITY OF FLOWOOD, MISSISSIPPI, JULY 2008, AS AMENDED AND RESTATED JANUARY 2018, AND AS AMENDED AND RESTATED NOVEMBER, 2022

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

H. Authorization for Board President, County Administrator or appropriate Rankin County Youth Court personnel to execute Memorandum of Understanding between Rankin County Youth Court and Psycamore Counseling to provide professional counseling services further to a grant award that pays for such services. The MOU is contingent upon available grant funding. There is no financial obligation upon Rankin County independent of available grant funding

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Steve Gaines, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

I. Authorization for Board President, County Administrator or appropriate Rankin County Youth Court personnel to execute Memorandum of Understanding between Rankin County Youth Court and Pelahatchie Dental Clinic to provide youth court client dental services further to a grant award that pays for such services. The MOU is contingent upon available grant funding. There is no financial obligation upon Rankin County independent of available grant funding

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Steve Gaines, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

J. Authorization for Board President, County Administrator or appropriate Rankin County Youth Court personnel to execute Memorandum of Understanding between Rankin County Youth Court and Taylor Eye Care to provide professional eye examination services further to a grant award that pays for such services. The MOU is contingent upon available grant funding. There is no financial obligation upon Rankin County independent of available grant funding

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Steve Gaines, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

XI. KEITH HICKS, COUNTY ADMINISTRATOR

A. Acknowledgement of receipt of final audit for Rankin County Human Resource Agency

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

B. Authority to issue check to Windham and Lacey PLLC in the amount of $22,000.00 for the 2022 Rankin County Human Resource Agency Audit Report

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

C. Authority to advertise for bids for County Depositories for a Four (4) Year Term Ending December 2026

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

D. Authority to Renew Medical Insurance with Blue Cross Blue Shield and Reunion Health Services/Sirius as the Reinsurance Under the Agent Mickey Watkins

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

E. Discussion and potential action on increase of house count billed by Waste Management beginning November 2022, reflecting an increase of 110 house tops for a total of 30,216 house tops for Rankin County

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

XII. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Discussion of and potential action related to adjustments to PID Assessments related to properties subject to the Stonebridge Public Improvement District assessment protocol

Moved from Section X to Additional Business.

RESULT:	**NO ACTION**

B. Discussion of county office duties and responsibilities related to Homestead Exemption (Chancery Clerk Land Records, Tax Collector, and Tax Assessor)

C. Kimberly Devine

Kimberly Devine commented on a septic system at 298 Taylor Ave

XIII. EXECUTIVE SESSION

A. Motion to Discuss the need to enter into an executive session

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

B. Motion to Go into an executives session to discuss potential litigation

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

C. Motion to Come out of the executive session

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

D. Outcome of Executive Session
No action taken

XIV. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Authority to Add "Approval of a Contract between the Rankin County Tax Collector and Douglas Express Delivery Service"

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

B. Approval of a Contract between the Rankin County Tax Collector and Douglas Express Delivery Service and authority to execute agreement

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

XV. RECESS UNTIL DECEMBER 15, 2022 AT 9:00 A.M.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Daniel Cross, Supervisor District 2
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

This the 5th Day of December, 2022

CHANCERY CLERK
RANKIN COUNTY, MS

Brad Calhoun

BRAD CALHOUN, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales

LARRY SWALES, CLERK OF THE BOARD

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Budget Amendment Verification Report

11/21/2022

CO-UNIT ROAD MAINTENANCE FUND ROAD AND BRIDGES

Account	Objective Name	Date	Before Change	Change	After Change
150300532	RENTAL OF ROAD EQUIPMENT	12/ 5/2022	70,000.00	10,000.00	80,000.00
150300912	ROADS	12/ 5/2022	442,261.50	-50,000.00	392,261.50
150300915	VEHICLES-ABOVE $5,000	12/ 5/2022	100,000.00	40,000.00	140,000.00

********** Net Change.....

* Fund Totals 150 CO-UNIT ROAD MAINTENANCE FUND	612,261.50		612,261.50
* Report Totals	612,261.50		612,261.50

Attachment: Budget Amendment for the Road Department to Transfer between Line Items (No Increase)

Attachment: Master Customer Agreement between Motorola Solutions and the Rankin County Sheriff's Department (18356 : Approval for the

Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration**

Services"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and

Attachment: Master Customer Agreement between Motorola Solutions and the Rankin County Sheriff's Department (18356 : Approval for the

equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

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3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

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5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection

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with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

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6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

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7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

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8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being

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clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

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10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and

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Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing,

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research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

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11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

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13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

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13.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations**; **Section 3.4 – Effect of Termination or Expiration**; **Section 4 – Payment and Invoicing**; **Section 6.5 – Warranty Disclaimer**; **Section 7.3 – Customer Indemnity**; **Section 8 – Limitation of Liability**; **Section 9 – Confidentiality**; **Section 10 – Proprietary Rights; Data; Feedback**; **Section 11 – Force Majeure; Delays Caused by Customer**; **Section 12 – Disputes**; and **Section 13 – General**.

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.	**Customer: [ ]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Attachment: Subscription Software Addemdum between Motorola Solutions and the Rankin County Sheriff's Department (18357 : Approval for

Subscription Software Addendum

This Subscription Software Addendum (this "**SSA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the "**MCA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer's purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any

Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription

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Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses

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purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term**; **Section 5 – Payment**; **Section 6.1 – Additional Exclusions**; **Section 8 – Survival**.

The Parties hereby enter into this SSA as of [_____] (the "**SSA Date**").[1]

Motorola: Motorola Solutions, Inc.	**Customer: [_____]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[1] NTD: Signature blocks can be removed if this SSA is attached to the MCA when the MCA is executed.

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Attachment: Data Processing Addendum between Motorola Solutions and the Rankin County Sheriff's Department (18358 : Approval for the

Data Processing Addendum

This Data Processing Addendum, including its Schedules and Annexes ("DPA"), forms part of the Master Customer Agreement ("MCA" or "Agreement")) to reflect the parties' agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, this DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer's use of those new features or supplements.

1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

"**Customer Data**" means data including images, text, videos, and audio that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

"Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

"Data Protection Laws" means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

"Data Subjects" means the identified or identifiable person to whom Personal Data relates.

"Metadata" means data that describes other data.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products and Services.

"Personal Data" or **"Personal Information"** means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Process" or **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Security Incident" means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola. .

"**Service Use Data**" means data generated about the use of the Products and Services through Customer's use or Motorola's support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

"Sub-processor" means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

"Third Party Data" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

2. Processing of Customer Data

2.1. Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled "Sub-processors" below.

2.2. Motorola's Processing of Customer Data. Motorola and Customer agree that Motorola may use and Process Customer Data, including the Personal Information embedded in Service Use Data, only in accordance with Customer's documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer's use and configuration of features in the Products and Services, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's Agreement. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Sub-processors. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

2.3. Details of Processing. The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

2.4. Disclosure of Processed Data. Motorola must not disclose Customer Data to any third party except to Motorola's suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the

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demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law.

2.5. Customer's Obligations. Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws.

2.6. Customer Indemnity. To the extent allowed by law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to Customer's failure to comply with its obligations under this Agreement and/or applicable Data Protection Laws. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

3. Service Use Data. Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Sub-processors.

4. Third-Party Data and Motorola Data. Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws ; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. Further, Motorola or the applicable Third Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of

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Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

5. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6. Sub-processors.

6.1. Use of Sub-processors. Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

6.2. Changes to Sub-processing. The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavors to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may suspend or terminate this Agreement.

6.3. Data Subject Requests. Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate

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agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. Security. Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

9. Security Incident Notification. If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services

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which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

11.3 Audit Process. Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

12. Regulation Specific Terms

12.1. HIPAA Business Associate. If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement.

12.2. FERPA. If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law

12.3. CJIS. Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such

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CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized "escort" within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer's request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

12.4. CCPA. If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA"), Customer acknowledges that Motorola is a "Service Provider" within the meaning of CCPA. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the CCPA, including under any "sale" exemption. In no event will Motorola sell any such data. If CCPA applies, Personal Data must also include any data identified with the CCPA definition of personal data.

13. Motorola Contact. If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

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ANNEX I

A. LIST OF PARTIES

1. **Data exporter(s):** Customer

   Role (controller/processor): Controller

2. **Data importer(s):** Motorola Solutions, Inc.

   Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

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Categories of personal data transferred

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreement code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details,

availability, terms of employment, tax details, payment details, insurance details and location, and organizations);

- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified under applicable law or regulation.

Sensitive data transferred *(if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

The frequency of the transfer *(e.g. whether the data is transferred on a one-off or continuous basis).*

Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

Nature of the processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

Purpose(s) of the data transfer and further processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of

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data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

The period for which the personal data will be retained, *or, if that is not possible, the criteria used to determine that period*

Data retention is governed by Section 10 of this Data Processing Addendum

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

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ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organizational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

[Examples of possible measures:

Measures of pseudonymization and encryption of personal data

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymization.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cyber Security Framework as well as ISO 27001.

Some of the system configuration is under the control of the customer.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a

record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

Measures for user identification and authorization

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data, including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

Measures for the protection of data during transmission

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for the protection of data during storage

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

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Measures for ensuring physical security of locations at which personal data are processed

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

Measures for ensuring personnel security

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

Measures for ensuring events logging

Motorola maintains policies requiring continuous monitoring and event logging on all production information resources. Application audit trail logs must be captured on all production Motorola information resources. Audit trail logs of production Motorola information resources are regularly reviewed and appropriate remedial actions are taken when necessary.

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Measures for ensuring system configuration, including default configuration

Motorola on-site systems are provided with a default secure configuration that may require Customer input to complete the secure configuration. For example, some default configurations must be changed by the Customer to maintain a secure system (e.g., default usernames and passwords, connecting to active directory, etc.). This completion of the default secure configuration is dependent on the Customer input for transitioning from the default secure configuration to a secure configuration.

Measures for internal IT and IT security governance and management

The Motorola Solutions Enterprise Information Security organization is structured as follows: Governance/ Risk/ Compliance, Threat Intelligence & Vulnerability Management, Detection, Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at https://www.motorolasolutions.com/en_us/about/trust-center/security.html

Measures for certification/assurance of processes and products

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

Measures for ensuring data minimization

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimization. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimization.

Measures for ensuring data quality

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

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Measures for ensuring limited data retention

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

Measures for ensuring accountability

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

Measures for allowing data portability and ensuring erasure

When subject to a data request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

***For transfers to (sub-) processors**, also describe the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.*

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

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ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorization of sub-processors. The controller has authorized the use of the following sub-processors:

1. Name: _____

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorized):

2. Name: _____

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

(SIMILAR TO AIA DOCUMENT G707)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT: Andrew Chapel Road Reconstruction
(name, address) Ridgeland, Mississippi

TO (Owner)

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

ARCHITECT'S PROJECT NO:
CONTRACT FOR:
CONTRACT DATE:

CONTRACTOR: Site Masters Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)
Old Republic Surety Company
P. O. Box 1635
Milwaukee, Wisconsin 53201
, SURETY COMPANY,

on bond of (here insert name and address of Contractor)
Site Masters Construction, Inc.
P. O. Box 27
Maben, Mississippi 39755
, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)
Rankin County Board of Supervisors
211 E. Government Street
Suite A
Brandon, Mississippi 39042
, OWNER
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
The Surety Company has hereunto set its hand this 21 day of November , 2022

Old Republic Surety Company
Surety Company

William Scott Neill
Signature of Authorized Representative
William Scott Neill

Attorney In Fact
Title

Attest:

(Seal):

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition

Attachment: Receipt of Consents and Releases from Site Masters for Andrew Chapel Road Project (18359 : Acknowledgment of Receipt from

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute ar appoint:

WILLIAM SCOTT NEILL, BRENDA NEILL, OF FAIRHOPE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bai depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may rem any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of MAY, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1885

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of MAY, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the e instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of t corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such offic were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Pow of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are no force.

92-0105

Signed and sealed at the City of Brookfield, WI this 21 day of November, 2022

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1885

Karen J. Haffner
Assistant Secretary

NEILL BONDING & INS SERVICES

Attachment: Receipt of Consents and Releases from Site Masters for Andrew Chapel Road Project (18359 : Acknowledgment of Receipt from

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Andrew Chapel Rd Reconstruction
Andrew Chapel Rd, Brandon, MS

ARCHITECT'S PROJECT NUMBER: 17-E-8044

CONTRACT FOR: Andrew Chapel Road

CONTRACT DATED: 03/16/2021

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
Rankin Cty Board of Supervisors
211 E Government St Ste A
Brandon, MS 39042

STATE OF: Mississippi
COUNTY OF: Clay

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety, may be used for this purpose.
   Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™).

CONTRACTOR: *(Name and address)*
Site Masters Construction, Inc.
P.O. Box 27
Pheba, MS 39755-0027

BY: _____
(Signature of authorized representative)

Jeff Mosley, President
(Printed name and title)

Subscribed and sworn to before me on this date: Christine R Harden

Notary Public: Christine R Harden 11/29/2022
My Commission Expires: July 26, 2025

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Attachment: Receipt of Consents and Releases from Site Masters for Andrew Chapel Road Project (18359 : Acknowledgment of Receipt from

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Andrew Chapel Rd Reconstruction
Andrew Chapel Rd, Brandon, MS

ARCHITECT'S PROJECT NUMBER: 17-E-8044

CONTRACT FOR: Andrew Chapel Rd. Reconstruction

CONTRACT DATED: 03/16/2021

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
Rankin Cty Board of Supervisors
211 E Government St Ste A
Brandon, MS 39042

STATE OF: Mississippi
COUNTY OF: Clay

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Site Masters Construction, Inc.
P.O. Box 27
Pheba, MS 39755

BY: _____
(Signature of authorized representative)

Jeff Mosley, President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Christine R Harden 11/29/2022

My Commission Expires: July 26, 2025

STATE OF MISS NOTARY PUB ID # 4927 CHRISTINE R. H Commission Exp July 26, 202 CLAY COUNTY, MISSISSIPPI

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Attachment: Receipt of Consents and Releases from Site Masters for Andrew Chapel Road Project (18359 : Acknowledgment of Receipt from

5919

FINAL WAIVER OF LIEN

STATE OF: MS

COUNTY OF: Attala

To Rankin County Board of Supervisors:

The undersigned has been paid in full for all labor, services, equipment or material furnished to **SITE MASTERS CONSTRUCTION, INC.** on the project **ANDREW CHAPEL ROAD RECONSTRUCTION** for the premises located at **ANDREW CHAPEL ROAD, BRANDON, MS 39042** of which **RANKIN COUNTY BOARD OF SUPERVISORS, 211 E GOVERNMENT STREET, SUITE A, BRANDON, MS 39042** is the Owner. The undersigned does hereby waive and release any and all rights to a mechanic's lien, stop notice, any right against a labor and material bond on the project, and lien rights of any nature arising under the laws of the State of **MISSISSIPPI** except for disputed claims for extra work in the amount of $ **NONE**

Dated: 11/14/22

ATWOOD FENCE COMPANY, INC.

Company Name

By: Neal Wise

Title: CFO

Sworn to Subscribed Before Me This

14th Day of Nov., 2022

Robin E. Payne

Notary

My Commission Expires: 3/3/23

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 98430 ROBIN ELLINGTON PAYNE Commission Expires March 3, 2023 ATTALA COUNTY

Attachment: Receipt of Consents and Releases from Site Masters for Andrew Chapel Road Project (18359 : Acknowledgment of Receipt from

FINAL WAIVER OF LIEN

STATE OF: Mississippi

COUNTY OF: Rankin

To Rankin County Board of Supervisors.

The undersigned has been paid in full for all labor, services, equipment or material furnished to **SITE MASTERS CONSTRUCTION, INC.** on the project **ANDREW CHAPEL ROAD RECONSTRUCTION** for the premises located at **ANDREW CHAPEL ROAD, BRANDON, MS 39042** of which **RANKIN COUNTY BOARD OF SUPERVISORS, 211 E GOVERNMENT STREET, SUITE A, BRANDON, MS 39042** is the Owner. The undersigned does hereby waive and release any and all rights to a mechanic's lien, stop notice, any right against a labor and material bond on the project, and lien rights of any nature arising under the laws of the State of **MISSISSIPPI** except for disputed claims for extra work in the amount of $ **NONE**

Dated: Nov. 15 2022

DICKERSON AND BOWEN, INC.
Company Name

By: [signature]

Title: Sec. | Treas

Sworn to Subscribed Before Me This
15th Day of November, 20 22

[signature]
Notary

My Commission Expires: July 26, 2025

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 49274 CHRISTINE R. HARDEN Commission Expires July 26, 2025 OKTIBBEHA COUNTY

Attachment: Receipt of Consents and Releases from Site Masters for Andrew Chapel Road Project (18359 : Acknowledgment of Receipt from

FINAL WAIVER OF LIEN

STATE OF: MS

COUNTY OF: Warren

To Rankin County Board of Supervisors:

The undersigned has been paid in full for all labor, services, equipment or material furnished to **SITE MASTERS CONSTRUCTION, INC.** on the project **ANDREW CHAPEL ROAD RECONSTRUCTION** for the premises located at **ANDREW CHAPEL ROAD, BRANDON, MS 39042** of which **RANKIN COUNTY BOARD OF SUPERVISORS, 211 E GOVERNMENT STREET, SUITE A, BRANDON, MS 39042** is the Owner. The undersigned does hereby waive and release any and all rights to a mechanic's lien, stop notice, any right against a labor and material bond on the project, and lien rights of any nature arising under the laws of the State of **MISSISSIPPI** except for disputed claims for extra work in the amount of $ **NONE**

Dated: 11/15/22

MILLER MATERIALS, INC.
Company Name

By: Michelle Mary Willis

Title: Accounts Manager

Sworn to Subscribed Before Me This
15th Day of November, 2022

Katherine S. Lee
Notary

My Commission Expires: April 26th 2025

KATHERINE S LEE
NOTARY PUBLIC
ID No. 290726
Commission Expires
Apr 26, 2025
STATE OF MISSISSIPPI
WARREN COUNTY

Attachment: Receipt of Consents and Releases from Site Masters for Andrew Chapel Road Project (18359 : Acknowledgment of Receipt from



Send check payment to:

MAGPPA Treasurer
PO Box 167
Jackson, MS 39205-0167

Invoice:

Transaction ID:	1669042903872
Payment Method:	Check
Date:	November 21, 2022
Time:	9:01 AM
Employer:	Rankin County Board of Supervisors
Billing Name:	Brigette Herring
Billing Address:	222 N. Timber St Brandon, Mississippi 39042 United States Phone: (601) 825-9601 bherring@rankincounty.org
Note:	for registration and renewal payments

Transaction Details:

Name	Type	Year	Level	Price	Sub Total
Brigette Herring	Renewal	2023	Regular, Purchasing Only	$35.00	$35.00
Rachel Knight	Renewal	2023	Regular, Purchasing Only	$35.00	$35.00
Totals:				**$70.00**	**$70.00**

Your membership registration is pending until payment in full is received. Please submit payments to:

MAGPPA Treasurer
PO Box 167
Jackson, MS 39205-0167

Attachment: 2023 Membership Dues for MAGPPA for Brigette Herring and Rachel Knight (18336 : Authority to Pay 2023 MAGPPA Membership

Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

November 21, 2022

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

RE: Training Class

Dear Board Members:

I'm requesting Board approval for Demetre Apostolidis and Jordan McQueary to travel to the Desoto County Sheriff's Office in Hernando, MS on January 16—20, 2023 to attend Advanced C.E.R.T. Instructor course. If approved I will need to have a check issued to TJA Use of Force Training, LLC and mailed to P.O. Box 6688, Harrisburg, PA 17112 in the amount of $1,990.00 for this course. We will pay for lodging, travel and meals with Department credit card. Please add this to the next Board agenda please.

Thank you.

Randy Gray
Undersheriff

221 NORTH TIMBER STREET · BRANDON, MISSISSIPPI 39042
601.825.1480 · 601.355.0527 · 601.824.7120

Attachment: Registration Fees for the Advanced C.E.R.T. Instructor Course (18337 : Authority to Pay Registration Fees in the Amount of

Demetre Apostolides
Jordan McQueary

ADVANCED C.E.R.T INSTRUCTOR

Correctional Emergency Response Team
and Use of Force Instructor Certification Course

COURSE LOCATION: **Desoto County Sheriff's Office**
Adult Detention Center
3425 Industrial Drive West
Hernando, MS 38632

COURSE DATES: January 16th-20th, 2023

COURSE PROFILE: A specialized five-day, extensive and comprehensive CERT and Use of Force Instructor Certification Course. Participants will be fully capable and certified to properly instruct/train/certify other personnel for C.E.R.T., Disturbance/Riot Control, Less Lethal Shotgun, Diversionary Devices, Control and Restraint Techniques, and High-Risk Inmate Movement and tactical planning.

-Topics Covered in the Program Include-

- Updating/establishing a lawful operational CERT team to federal standards.
- Use of force parameters in numerous correctional emergency response team operations including cell extractions, movement/transportation of inmates.
- Correctional based control & restraint techniques, Emergency Response Belt (ERB) techniques & tactics & OC Instructor certification.
- Disturbance and Riot Control Team training and tactics including Shield/Spray (S&S) formations, movements, and entries; Correctional Less Lethal Shotgun Specialist training with shotgun flash-bang rounds, flexible and non-flexible munitions.
- Royal Arms FBG-MK4 Impact Initiated Flashbang
- Training responsibilities for Team/Squad Leaders for operator/team training actions and considerations.
- Facility environmental planning logistics.
- Hands-on exercises and scenarios will be conducted in all phases of the training.
- Written and practical examinations.

Attachment: Registration Fees for the Advanced C.E.R.T. Instructor Course (18337 : Authority to Pay Registration Fees in the Amount of

Tuition: $995.00 Includes respective instructor manuals, training PowerPoints on USB drives, ERB, OC live & inert units and 5-year backed in court" instructor certification. [Attendees must bring 4-12 GA bean bag rounds to the course]

CERTIFICATION & INSTRUCTOR: All **TJA Use of Force Training, LLC** courses are fully certified and recognized throughout the United States. Since 1990, TJA Use of Force Training has been responsible for the training and certification of 100's of county CERT teams and more than 6,000 CERT instructors. TJA Use of Force Training is regarded as one of the leading use of force trainings in the country. The Company "backs in court" all training programs and certified instructors in the unlikely event of litigation.

COURSE INFORMATION:

Contact TJA at: Phone: (717) 339-7771
Email: brian.clark@tactical-training.com

Host Agency:

Lt. James Pierce
Desoto County Sheriff's Office
Adult Detention Center
(662)469-8538
jpierce@desotocountyms.gov

REGISTER ON-LINE THE FOLLOWING FOR THIS COURSE-

ADVANCED C.E.R.T. – INSTRUCTOR CERTIFICATION COURSE
– Desoto County Detention Center, Hernando MS-

REGISTER ON-LINE@
https://www.tactical-training.com/registration
Credit Cards Accepted on Invoice

MAIL PAYMENT TO:

TJA Use of Force Training, LLC.
P.O. Box 6688
Harrisburg, PA 17112

WWW.TACTICAL-TRAINING.COM
"Credible CERT Certification Training for Corrections"

Attachment: Registration Fees for the Advanced C.E.R.T. Instructor Course (18337 : Authority to Pay Registration Fees in the Amount of

TJA Use of Force Training, LLC

DUE 12/10/2022

$1,990.00

Review and pay

Powered by QuickBooks

Dear Rankin County Sheriff's Department,

We appreciate your business. Please find your invoice details here. Feel free to contact us if you have any questions.

Have a great day!
TJA Use of Force Training, LLC

Bill to	Rankin County Sheriff's Department 221 N Timber St Brandon, Mississippi 39042
Terms	Net 30

Attachment: Registration Fees for the Advanced C.E.R.T. Instructor Course (18337 : Authority to Pay Registration Fees in the Amount of

Advanced C.E.R.T. Instructor Course $1,990.00

COURSE PROFILE: A specialized five-day, extensive and comprehensive CERT and Use of Force Instructor Certification Course. Participants will be fully capable and certified to properly instruct/train/certify other personnel for C.E.R.T., Disturbance/Riot Control, Less Lethal Shotgun, Diversionary Devices, Control and Restraint Techniques, and High-Risk Inmate Movement and tactical planning.

2 X $995.00

Balance due $1,990.00

Review and pay

Attachment: Registration Fees for the Advanced C.E.R.T. Instructor Course (18337 : Authority to Pay Registration Fees in the Amount of

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brian Scott Clark

2 Business name/disregarded entity name, if different from above
TJA Use of Force Training, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5788 Catherine Street

Requester's name and address (optional)

6 City, state, and ZIP code
Harrisburg, PA 17112

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 7 - 3 8 8 4 2 3 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Brian S. Clark Date ▶ 02/08/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Registration Fees for the Advanced C.E.R.T. Instructor Course (18337 : Authority to Pay Registration Fees in the Amount of

9-12-22

Mississippi Baptist Bible Seminary
Registration

Name: Amy Sistrunk, Anthony Bragg, Lauren Carver School Year: 2022-2023 Semester: 1st

Church: _____ City: _____ State: _____

V/A Yes No
Fees Paid by Student's Church: Yes No

Tuition: ($50.00 per semester hour, each semester (waived for ABA church members))

Class	Teacher	Hours			
Bible Analysis		9	X $50.00	=	$ 450.00
Christian Doctrine		9	X $50.00	=	$ 450.00
O.T. Survey		9	X $50.00	=	$ 450.00
N.T. Survey		9	X $50.00	=	$ 450.00
American Const/Hist.		9	X $50.00	=	$ 450.00
			X $50.00	=	$
			X $50.00	=	$
			X $50.00	=	$
Total Hours & Tuition		45		=	$ 2250.00

Audit: $35.00 per course, (Each Semester) = $ _____

Registration: $75.00 (Each Semester) = $ —

Books or extra fees: _____ = $ —

* Registration and book fees have been waived.
* Cost is for one Semester for all 3 students

Total $ 2250.00

Date	Payments	Purchases	Balance
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

Attachment: Registration Fees for the MS Baptist Bible Seminary (18361 : Authority to Pay Tuition in the Amount of $750.00 Each for Amy

GLMRCT01 **ACCTCY** CASH RECEIPTS DATA ENTRY GLWRC

Transaction No. 230304 Status P (Open,Posted,Hold,Void) Amount 2793.78
Date 11 18 2022 Rcpt No 47829 Cash Acct 000 001 Bank 100 OUTSTND
Vendor Number Payor IRON CREEK CUSTOM HOMES LLC
Accrual Month 11 **Added 20221118 BOSRW** **Changed 20221202 BOSRW GJ**
Deposit No 230046
Deposit Date 11 18 2022
Voided by Rsn

	Line	Account No.	Description	Amount
1)	1	001000340	REIMB-FLORENCE LIB. ROOF/BOND	2793.78
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

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F14 PAPERLINK
F3 Next Record, PAGE-UP For Previous, F4 Prev, F5 Next

Attachment: Refund of Bid Bond to Iron Creek Custom Homes ($2,793.78) (18339 : Authority to Refund Bid Bond in the Amount of $2,793.78 to

018812

Date	Description	Check #	Amount
10/06/22		018812	$2,793.78

Remitter: IRON CREEK COUSTOM HOMES LLC. Prepared by: CBH0282

Pay EXACTLY **2,793 AND 78/100 DOLLARS

001 - 000 - 340

Pay To The Order Of RANKIN COUNTY BOARD OF SUPERVISORS

Florence Library Re-Roof / 3

Will Remburse Item on Agenda 11/15

021 - 100 - 124

DOCUMENT CONTAINS INVISIBLE FLUORESCENT FIBERS AND CHEMICAL REACTIVE PROPERTIES SECURE PAPER CONTAINS TONER ADHESION PROTECTION AND ANIMETALLIC HOLOGRA

COPIAH BANK
MEMBER FDIC
P.O. DRAWER 31
101 CALDWELL DRIVE
HAZLEHURST, MISSISSIPPI 39083

PROMISED

OFFICIAL CHECK
VOID AFTER 180 DAYS

018812 01881

10/06/22

Remitter: IRON CREEK COUSTOM HOMES LLC.

Pay EXACTLY **2,793 AND 78/100 DOLLARS $2,793.78

To The Order Of RANKIN COUNTY BOARD OF SUPERVISORS

Summer Temple / w
AUTHORIZED SIGNATURE

HEAT COLOR FADE

⑈018812⑈ ⑆065301744⑆ 510 510 ⑈

Attachment: Refund of Bid Bond to Iron Creek Custom Homes ($2,793.78) (18339 : Authority to Refund Bid Bond in the Amount of $2,793.78 to

27829

Walmart

Oct 06, 2022 order

Order# 2000103-00728096

Northlight Artificial Colorado Pine Unlit Christmas Wreath Qty 1 $98.00

Northlight Artificial Colorado Pine Unlit Christmas Wreath Qty 1 $98.00

Subtotal	$196.00
Taxes	$13.72
Total	**$209.72**

Payment method

Payment method

VISA **Ending in 2310**

Attachment: Reimbursement to Sherry Flanagan for Purchase of Decorations for County Annex Building (18340 : Authority to Reimburse

THE TIRE DEPOT
1191 Old Fannin Rd
Brandon, MS 39047
(601)944-4885

Invoice #: 1215794
Date: 11/08/2022

****** INVOICE ******

Written By: JOE GREEN

Vehicle: 17/AUDI A6
License: 4Q64R
Mileage: 85112
Color:
Engine: 4-1984 2.0L DOHC
Vin: WAUC8AFC4HN128699

Customer Information

BILLY KING

[redacted]

Salesperson	Technician	Part Number	Part Description	Qty	FET	Price	Ext Price
186		15509850000	GEN G-MAX AS-05 245/45ZR18 XL 100W	4.00		215.99	863.96
186		VS	VALVE STEM	4.00		0.00	
186		WW	WHEEL WEIGHTS	8.00		0.00	
186			DISPOSAL FEE (*)	4.00		3.00	12.00
186			MS RECYCLING TAX (*)	4.00		1.00	4.00
		DRH	ROAD HAZARD DECLINED	1.00		0.00	

Technician	Labor Description			Ext Price
	COMPUTER SPIN BALANCE	4.00	0.00	
	DISPOSAL CHARGE	4.00	0.00	
	<<ADDITIONAL DISCOUNT>>	-1.00	0.41	-0.41

THE TIRE DEPOT LLC
878450050154 6
1191 OLD FANNIN RD
BRANDON MS 39047
601-944-4885

11/08/2022 17:03

Sale

Trans #: 26 Batch #: 576

CREDIT CARD
MASTERCARD CHIP READ
Entry Type: CONTACT
**********9678 **/**

TOTAL AMT: USD $968.20

Resp: AP
Code: 00808Y
Tran ID: MWETHPVMZ1108

AID Name: Mastercard
AID: A0000000041010
TVR: 0000008000
TSI: E800
TC: 00D7
: 0DD1432543597A1A

THANK YOU
PLEASE COME AGAIN

CUSTOMER COPY

Credit: 940.00 MC 940.00

Total Parts:	879.9
Total Labor:	-0.4
Sub Total:	879.5
FRT/FET/HAZ	0.0
Sales Tax	60.4
Please Remit This Amount → Total:	940.00 ←

I hereby authorize the above work to be done along with the necessary material and herby granted you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs there to. Warranty on most parts and labor is 90 days or 3,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature: _____ Date & Time: _____

Attachment: Reimbursement to Billy King for Damaged Tire (18362 : Authority to Issue Check in the Amount of $235.00 to Billy King for

Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

November 18, 2022

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

RE: Reimbursement for Tire

Dear Board Members:

This is a request for reimbursement to Kevin Hodges, R-111, in the amount of $124.79 for a tire that was purchased for unit 143. Deputy Hodges had a blow out and after putting the spare tire on the unit which was flat. After getting the tire aired up he took it top Mavis Tire to have it looked at . The spare was not abled to be repaired. Deputy Hodges paid for a new tire from them at their cost. The case number is 2022-111036 and I have attached the receipt.

Thank You,

Ken McBroom
Chief Deputy

221 NORTH TIMBER STREET · BRANDON, MISSISSIPPI 39042
601.825.1480 · 601.355.0527 · 601.824.7120

Attachment: Reimbursement to Kevin Hodges for Tire Replacement for Unit 143 (18341 : Authority to Reimburse Kevin Hodges in the Amount



MAVIS00883
210 ORLEANS WAY
BRANDON, MS 390420000

11-05-2022 10:48:30

CREDIT CARD

AMEX SALE

Card #	XXXXXXXXXX1006
Chip Card	AMERICAN EXPRESS
AID	A0000000250108O1
SEQ #:	2
Batch #:	1142
INVOICE	2
Approval Code:	829259
Entry Method	Chip Read
Mode	Issuer

SALE AMOUNT $124.79

CUSTOMER COPY

Attachment: Reimbursement to Kevin Hodges for Tire Replacement for Unit 143 (18341 : Authority to Reimburse Kevin Hodges in the Amount

Mavis Tire -Brandon
210 Orleans Way
Brandon, MS 39042, MS 39042
Phone: (601) 339-6847

ST:0883 WO:00059144 INV:00032969

HODGES, KEVIN
NA
MS 39042

1/0883

E-mail

kevinhodges@gmail.com

In:134439
Src: G53913 MS G53913 /MS Out:134439 (601)783-2777 0
00059144 1

0883-0007453065

Opened by Operator # 999997
11/05/2022 00032969
11/05/22 10:48:50 8831

CASH SALE

5546249			235/55ZR17		BlackHawk Street-H HU01
1	129.99	55	0.00	129.99	
5546249					Dollar Discount
	32.92	55		32.92-	
					R34
217			(17" RIM)		COMPUTER BALANCE PACKAGE
1	19.99	55	0.00	19.99	
217					Dollar Discount
	10.00	55		10.00-	
			TEST TPMS SYSTEM & BATTERIES		
			DILL VALVE		TPMS RUBBER REPLACEMENT VALVE
VS950					
1	6.99	55	0.00	6.99	
VS950					Dollar Discount
	2.00	55		2.00-	

this is an civil service employee . Rankin County Sherriff officer
replace right rear tire
Officer was informed that vehicle does requirs rear brake pads and rotors
vehicle has all MIL on the dashboard prior to service

					Misc. shop supplies
SUPPLIES					
1	0.15	55	0.00	0.15	
					Mavis tire recycling charge
305					
1	3.50	55	0.00	3.50	

Method of Payment:
American Express Card 124.79
CHANGE: .00

C O N T I N U E D ....

Attachment: Reimbursement to Kevin Hodges for Tire Replacement for Unit 143 (18341 : Authority to Reimburse Kevin Hodges in the Amount

MISSISSIPPI STATE UNIVERSITY™ EXTENSION

SOUTHWEST REGION

November 1, 2022

Heather Jennings
Rankin County Extension Office
601 Marquette Road
Brandon, MS 39042

Dear Heather,

Each year Mississippi State University Extension Service and volunteers give hundreds of young people across our state the chance to participate in the 4-H Livestock Program. The Southwest District will host its show on January 19- January 31, 2023, at the Mississippi State Fairgrounds in Jackson.

Your county's support of this effort to educate and train young people is vital if we are to continue this worthwhile endeavor. Section 69-5-113 of the Mississippi Code empowers the Board of Supervisors to appropriate money out of the general fund of the County, not to exceed up to $1,000 annually, toward the Southwest District Livestock Show. In years past, agents have requested a contribution of $250 from their Board of Supervisors to aid in the cost of premiums and awards given during the show. We are asking you or the appropriate staff member to thank your supervisors for their past support and to ask or remind them to contribute to this important 4-H program activity. I ask that you request the donation as soon as possible.

As this program grows and expenses continue to increase, it is vitally important that we receive a contribution from as many counties and sources as possible. We thank you for your continued support of the Southwest District Livestock Show and solicit your help to increase youth participation and funding for our show.

Please make your check payable to the Southwest District Livestock Show, and it can be mailed to:
Southwest District Livestock Show
1320 Seven Springs Road
Raymond, MS 39154

Let us know if you have any questions.

Sincerely,

Theresa Hand
Regional Extension Coordinator
Southwest Mississippi

We are an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, or any other characteristic protected by law.

Attachment: Authority to Pay $250 for the 4-H Southwest District Livestock Show (18342 : Authority to Issue Check in the Amount of $250 for



AEM
1020 North Gloster St #149
Tupelo, MS 38804 US
+1 6017900236
andy@aemmiss.com

INVOICE

BILL TO
Jennifer Nowlan
Rankin County Juvenile Drug
Court Dept #174

INVOICE # 16976
DATE 11/21/2022
DUE DATE 12/21/2022
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Location Monitoring:Geo Charger Damaged/Lost Geo Charger - D36R2P3Q WIRED	1	50.00	50.00

Thanks for your business!

BALANCE DUE **$50.00**

RECEIVED
NOV 29 2022
BY:

Attachment: Replacement of Electronic Ankle Bracelet Charger for Youth Court (18363 : Authority to Pay Invoice to Replace an Electronic

TWENTIETH CIRCUIT COURT DISTRICT
Madison and Rankin Counties

STEVE S. RATCLIFF
Circuit Judge

DEWEY K. ARTHUR
Circuit Judge

M. BRADLEY MILLS
Circuit Judge

November 30, 2022

Rankin County Board of Supervisors
Attn: Keith Hicks, County Administrator

RE: **Payment for Interpreter Services**
32477 Bucuria Margel & 32478 Claudio Lapadat

Dear Mr. Hicks:

Attached please find an Order Authorizing Payment for Interpreter Services which we ask be placed on the upcoming agenda. The Orders Appointing Interpreter for guilty plea hearings is also attached .

Please contact me should you desire further information. Thank you for your consideration.

Sincerely,

Steve S. Ratcliff, III
Circuit Court Judge

Attachments
Cc w/attachments: Samantha Cameron
Maria Blankenship

Attachment: Court Ordered Payment for Interpreting Services to MVP Translations, Inc. (18364 : Authority to Issue Check in the Amount of

MVP Translations, Inc.
P.O. Box 677154
Orlando, FL 32867
(407) 574-2027 (888) 546-7247

Invoice

Date	Invoice #	Due Date
10/19/2022	00028152	Upon Receipt

Claimant	State of Mississippi vs. Bucuria Margel and Claudio Lapadat
Claim#/Ref#	32477 & 32478 / 32477 & 32478
Appointment Date	10/17/2022
Appointment Time	09:00 AM
Date of Injury	01/01/1901

Appointment Location

MVP Translations, Inc.
P.O. Box 677154
Orlando, Florida 32867

Camp Law Firm, PLLC
1764 Lelia Drive
Jackson, Mississippi 39216

Item	Language	Description	Quantity	Rate	Amount
Interpretation	Romanian	Legal Hearing - Zoom Videoconference Attention: Billing Department. Requested by: Ms. Emily Gray. Attorney: Mr. Kevin Camp, Esq. Interpreter Provided As Requested. Appointment Completed Successfully. **ID: 45-3189792**	2.00	$155.00	$310.00

Thank you for your business	**Total**	$310.00
milton@mvptranslations.net	**Balance Due**	$310.00

Attachment: Court Ordered Payment for Interpreting Services to MVP Translations, Inc. (18364 : Authority to Issue Check in the Amount of

IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

V. **CAUSE NO. 32,477**

BUCURIA MARGEL **DEFENDANT**

FILED
DEC - 1 2022
REBECCA N. BOYD, CIRCUIT CLERK
BY

AND

STATE OF MISSISSIPPI

V. **CAUSE NO. 32,478**

CLAUDIO LAPADAT **DEFENDANT**

ORDER AUTHORIZING PAYMENT FOR INTERPRETER

PURSUANT to the Order Appointing an Interpreter which allows for a Romanian interpreter for a guilty plea hearing in this matter, the Court finds that the Rankin County Board of Supervisors shall compensate MVP Translations, Inc. for their services.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Board of Supervisors of Rankin County, Mississippi, be, and it is hereby, authorized, empowered and directed to pay to **MVP TRANSLATIONS, INC., at their mailing address of P.O. Box 677154, Orlando, FL 32867, the amount of THREE HUNDRED TEN DOLLARS ($310.00)** for their services as interpreter in connection with the criminal case(s) referenced above.

SO ORDERED AND ADJUDGED this the 1 day of Dec., 2022.

CIRCUIT COURT JUDGE

Attachment: Court Ordered Payment for Interpreting Services to MVP Translations, Inc. (18364 : Authority to Issue Check in the Amount of

IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

V.

BUCURIA MARGEL

FILED
DEC -1 2022
REBECCA N. BOYD, CIRCUIT CLERK
BY

CAUSE NO. 32,477

DEFENDANT

ORDER APPOINTING AN INTERPRETER

THIS MATTER is before the Court to appoint a Romanian interpreter for a guilty plea hearing on October 17, 2022, in this matter and the Court does find that it would be in the interest of justice if this Court would appoint an interpreter for said hearing.

IT IS THEREFORE ORDERED AND ADJUDGED that a Romanian interpreter be appointed for the guilty plea hearing scheduled in this matter. It is further ordered that the expense for said interpreter shall be paid by the Rankin County Board of Supervisors.

SO ORDERED AND ADJUDGED this the 17 day of Oct., 2022.

CIRCUIT COURT JUDGE

Attachment: Court Ordered Payment for Interpreting Services to MVP Translations, Inc. (18364 : Authority to Issue Check in the Amount of

Circuit Criminal File Case 32477 1/20/1997 Screen 1

Name MARGEL,BUCURIA Sx F

Original Indictment S Case Book 90 Page 362 Date 5/03/2022

Capias Returned 5/24/2022 DA/ADA Bar# 10828 MILES, GREGORY VINSON

Charge FELONY SHOPLIFTING - CT I; Book 2022

CONSPIRACY TO COMMIT FELONY SHOPLIFTING - CT II Pg 441

NOLLE PROS COUNT II**********

Crime FEBRUARY 18, 2022 Judge 5 RATCLIFF,S

Disp GP Guilty Plea Stat F

Cat 10 Guilty Plea DOCKCALL 10/17/2022 Crt Date 10/17/2022 CM

Sentenced 10/17/2022 Order 10/04/2022 Appeal Affirm

Time----------Sentence-Data----------			------Assessment		---Payments----
Total 5 YEARS MDOC	Hab	Shk	Fine		Fine
Susn 5 YEARS	Man	ADT	Costs	441.50	Costs
Hard	PRv	RID	Fees	2000.00	Fees
Prob 5 YEARS SUPERVISED			TOT	2441.50	TOT
Commit? 10/20/2022			Rstn		Rstn
PaymtTerms PAY WITHIN 6 MONTHS					Bal 2441.50

1st payment dt 11/17/2022 Term M Uncollectable C/N N Last Paid

Next Screen .. (2,3,D,V)

LFM CIKH 2022/10/20-10:26:56 LDD 10/20/2022 No 18 F1, return - F7, exit

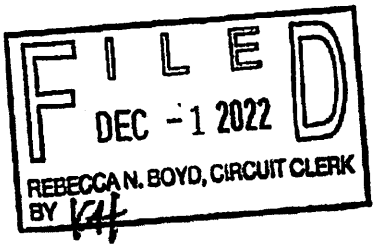
Attachment: Court Ordered Payment for Interpreting Services to MVP Translations, Inc. (18364 : Authority to Issue Check in the Amount of

IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

V.

CLAUDIO LAPADAT



CAUSE NO. 32,478

DEFENDANT

ORDER APPOINTING AN INTERPRETER

THIS MATTER is before the Court to appoint a Romanian interpreter for a guilty plea hearing on October 17, 2022, in this matter and the Court does find that it would be in the interest of justice if this Court would appoint an interpreter for said hearing.

IT IS THEREFORE ORDERED AND ADJUDGED that a Romanian interpreter be appointed for the guilty plea hearing scheduled in this matter. It is further ordered that the expense for said interpreter shall be paid by the Rankin County Board of Supervisors.

SO ORDERED AND ADJUDGED this the 17 day of Oct., 2022.

CIRCUIT COURT JUDGE

Attachment: Court Ordered Payment for Interpreting Services to MVP Translations, Inc. (18364 : Authority to Issue Check in the Amount of

Circuit Criminal File Case 32478 12/26/1998 Screen 1

Name LAPADAT,CLAUDIO Sx M Rc H

Original Indictment S Case Book 90 Page 353 Date 5/03/2022

Capias Returned 5/24/2022 DA/ADA Bar# 10828 MILES, GREGORY VINSON

Charge FELONY SHOPLIFTING - CT I; Book 2022

CONSPIRACY TO COMMIT FELONY SHOPLIFTING - CT II Pg 442

NOLLE PROS COUNT II**********

Crime FEBRUARY 18, 2022 Judge 5 RATCLIFF,S

Disp GP Guilty Plea Stat F

Cat 10 Guilty Plea DOCKCALL 10/17/2022 Crt Date 10/17/2022 CM

Sentenced 10/17/2022 Order 10/04/2022 Appeal Affirm

Time----------Sentence-Data----------			------Assessment		---Payments----
Total 5 YEARS MDOC	Hab	Shk	Fine		Fine
Susn 5 YEARS	Man	ADT	Costs	441.50	Costs
Hard	PRv	RID	Fees	2000.00	Fees
Prob 5 YEARS SUPERVISED			TOT	2441.50	TOT
Commit? 10/20/2022			Rstn		Rstn
					Bal 2441.50

PaymtTerms PAY WITHIN 6 MONTHS

1st payment dt 11/17/2022 Term M Uncollectable C/N N Last Paid

Next Screen .. (2,3,D,V)

LFM CIKH 2022/10/20-10:26:46 LDD 10/20/2022 No 20 F1, return - F7, exit

Attachment: Court Ordered Payment for Interpreting Services to MVP Translations, Inc. (18364 : Authority to Issue Check in the Amount of

RANKIN COUNTY

PERSONNEL RECOMMENDAITON

I, Julie Thompson, Rankin County Youth Court Administrator, **do** hereby recommend the within named, **Kevin Walker**, to be considered for the position of Drug Court Supervision Officer to be effective December 5, 2022.

Julie Thompson,
Rankin County Youth Court Administrator

Approved ✓

Disapproved _____

County Administrator

Brad Calhoun
Board President

Salary

Step 338 Present Proposed

Hourly $

Additional Comments: See Attachment

Attachment: Peronnel Recommendations for Youth Court (18344 : Danielle Jaroszewski (New Hire, Certified Deputy in Court Services) at Step

Rankin County

Personnel Recommendation

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

Danielle Jaroszewski be considered for the position of/promotion to **certified deputy in court services**

at pay step **342** effective on the **5** day of **December**, **2022**.

Bryan Bailey
Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____ _____
County Administrator Board President

Additional Comments:
Danielle will go to work as a certified deputy in court services replacing Patrick Mullins that transferred to Patrol

Department Code: 001-200-402

	Present	Recommended
Step	**0**	**342**
Hourly Rate	$0	$
Bi-Weekly Rate	$	$
Annual Salary	$	$

Attachment: Personnel Recommendations for the Sheriff's Department (18344 : Danielle Jaroszewski (New Hire, Certified Deputy in Court

Rankin County

Personnel Recommendation

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

James A. Monkus be considered for the position of/promotion to **Adult Detention Officer I**

at pay step **301** effective on the **28** day of **November**, **2022**.

Bryan Bailey
Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____ _____
County Administrator Board President

Additional Comments:
Monkus is a new hire and will be replacing Wesley Riels.

Department Code: 001-220-432

	Present	Recommended
Step	0	301
Hourly Rate	$0	$
Bi-Weekly Rate	$	$
Annual Salary	$	$

Attachment: Personnel Recommendations for the Sheriff's Department (18344 : Danielle Jaroszewski (New Hire, Certified Deputy in Court

Rankin County

Personnel Recommendation

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

Kendall Moore be considered for the position of/promotion to **transfer to ADC as non-certified detention officer.**

at pay step **301** effective on the **9** day of **November, 2022**.

Bryan Bailey
Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____
County Administrator

Brad Calhoun
Board President

Additional Comments:
Kendall is transferring from dispatch to the ADC as a non-certified detention officer with no change in pay.

Department Code: 001-220-432

	Present	Recommended
Step	**301**	**0**
Hourly Rate	$	$
Bi-Weekly Rate	$	$
Annual Salary	$	$

Attachment: Personnel Recommendations for the Sheriff's Department (18344 : Danielle Jaroszewski (New Hire, Certified Deputy in Court

Rankin County

Personnel Recommendation

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

Jacob Schmelzer be considered for the position of/promotion to **Certified Juvenile Detention Officer**

at pay step **318** effective on the **28** day of **November, 2022**.

Bryan Bailey
Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____ _____
County Administrator Board President

Additional Comments:
Jacob will be a certified juvenile detention officer at JDC replacing Grayson Manning that transferred to ADC.

Department Code: 001-225-432

	Present	Recommended
Step	**0**	**318**
Hourly Rate	$0	$
Bi-Weekly Rate	$	$
Annual Salary	$	$

Attachment: Personnel Recommendations for the Sheriff's Department (18344 : Danielle Jaroszewski (New Hire, Certified Deputy in Court

Rankin County

Personnel Recommendation

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

Danny Stevens be considered for the position of/promotion to **sergeant in school resource**

at pay step **397** effective on the **20** day of **November, 2022**.

Bryan Bailey
Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____ _____
County Administrator Board President

Additional Comments:
Danny will be promoted to sergeant over school resource replacing Zetterholm that moved to Patrol

Department Code: 001-200-402

	Present	Recommended
Step	**387**	**397**
Hourly Rate	$	$
Bi-Weekly Rate	$	$
Annual Salary	$	$

Attachment: Personnel Recommendations for the Sheriff's Department (18344 : Danielle Jaroszewski (New Hire, Certified Deputy in Court

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 23RD DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County Nev 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 prio 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

PREMIUM LIST

RANKIN COUNTY LIVESTOCK SHOWS 2023

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

Vol 175 No. 20 on the 23rd day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

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

771 words at .12 each.....	$92.52
Proof of Publication	NC
TOTAL.....	$92.52

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

PREMIUM LIST
RANKIN COUNTY
LIVESTOCK SHOWS 2023

In compliance with House Bill #572 (Chapter 813, 1968), attempts will be made to pay the following premiums. The Junior Rankin County Livestock Show will be held January 13-14, 2023 and a series of five Rankin County 4- H Horse Shows will be held on Sunday afternoons, March through July 2023. The Rankin County Poultry Show will be held September 2023. However, there could be a slight variation in actual premiums paid depending on the number of entries and the amount of premium money available. Except where specifically stated, prize money will be paid on ribbons awarded by the judge and/or point system for horses.

Grand Champion Market Steer - $500, Reserve Grand Champion Market Steer - $400;
Breed Champion Market Steer - $350, Reserve Breed Champion Market Steer - $300;
Grand Champion Bull - $200; Reserve Champion Bull - $185,
Breed Champion Bull - $175, Reserve Breed Champion Bull - $150;
Grand Champion Breeding Heifer - $200, Reserve Champion Breeding Heifer - $185;
Breed Champion Heifer - $175, Reserve Breed Champion Heifer - $150;
Grand Champion Commercial Heifer - $250, Reserve Champion Commercial Heifer - $200;
Breed Champion Commercial Heifer - $175, Reserve Breed Champion Commercial Heifer - $150;
Grand Champion Dairy Female - $200; Reserve Champion Dairy Female - $185;
Breed Champion Dairy Female - $175, Reserve Breed Champion Dairy Female - $150;
Grand Champion Commercial Dairy Heifer - $250. Reserve Champion Commercial Dairy Heifer - $200; Breed Champion Comm. Dairy Heifer - $175; Reserve Breed Champion Comm. Dairy Heifer - $150;
Grand Champion Commercial Dairy Cow - $250. Reserve Champion Commercial Dairy Cow - $200; Breed Champion Comm. Dairy Cow - $175; Reserve Breed Champion Comm. Dairy Cow - $150;
Grand Champion Dairy Goat - $200; Reserve Champion Dairy Goat - $185;
Breed Champion Dairy Goat - $150, Reserve Breed Champion Dairy Goat - $125;
Grand Champion Commercial Dairy Goat - $200; Reserve Champion Commercial Dairy Goat - $185;
Champion Division Commercial Dairy Goat - $150, Reserve Breed Champion Division Dairy Goat - $125;
Grand Champion Market Hog - $250, Reserve Champion Market Hog - $200;
Breed Champion Market Hog - $150, Reserve Breed Champion Market Hog - $125;
Grand Champion Commercial Gilt - $250, Reserve Champion Commercial Gilt - $200;
Breed Champion Commercial Gilt - $150, Reserve Breed Champion Commercial Gilt - $125;
Grand Champion Market Goat - $250, Reserve Grand Champion Market Goat - $200;
Champion Division Market Goat - $150, Reserve Champion Division Market Goat - $125;
Champion Commercial Meat Goat Doe - $250, Reserve Champion Commercial Meat Goat Doe - $200;
Champion Division Commercial Meat Goat Doe - $150, Reserve Champion Division Commercial Meat Goat Doe - $125; Grand Champion Market Lamb - $250, Reserve Grand Champion Market Lamb - $200;
Champion Division Lambs - $150, Reserve Division Champion Lambs - $125; Grand Champion Wether Dam - $250, Reserve Grand Champion Wether Dam - $200;
Champion Division Wether Dam - $150, Reserve Division Champion Wether Dam - $125; Champion Horse High Point - $175, Reserve Champion Horse High Point - $150.
Dairy Cattle, Dairy Goats, Beef Breeding, Commercial Beef Heifers and Meat Goat Does, Market Lambs, Wether Dams, Goats, Steers, Hogs, - Blue Ribbon - $100, Red Ribbon - $50.00, White Ribbon - $0; Horse - Blue Ribbon - $125, Red Ribbon - $100.00, White Ribbon - $75.00; Poultry – Blue Ribbon - $100; Red Ribbon - $50; White Ribbon - $0.
Showmanship ages will be as follows: Age 8–9; 10-11; 12-13; 14-15; 16-18.
Showmanship: 1st $100; 2nd $90; 3rd $80; 4th $70; 5th $60; 6th $50; 7th $40; 8th $30; 9th $20; 10th $10; 11th $0
Where there is no competition, appropriate ribbon will be awarded, but second money paid.

The Rankin County Livestock Show will follow the rules and regulations set by the Mississippi Livestock Council and the Rankin County Livestock Association. The Rankin Horse Shows will follow rules and regulations set by the Mississippi Horse Council and the Rankin County Livestock Board of Directors. The Poultry Show will follow rules set by the Poultry Chain Project. Enrollment of youth in 4-H and/or FFA and ownership deadlines for animals are as printed in the 2023 Livestock, Horse & Poultry Rule Books. A copy of the County and State Rules are on file at the MSU Extension - Rankin County office. All youth are required to attend ethics training before showing livestock and horses. 4-H/FFA youth must reside in and/or parents pay property taxes in Rankin County to be eligible for premium moneys paid out to youth exhibitors of horses and livestock.

November 23, 2022
#1891

Attachment: Vardoc 2022 Premium List for Rankin County Livestock Shows (Proof) (18345 : Various Documents)



Attachment: Vardoc 2022 Premium List for Rankin County Livestock Shows (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 23RD DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County Nev

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 prio 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

CLAIMS DOCKET

OCTOBER 16 - NOVEMBER 15, 2022

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

Vol 175 No. 20 on the 23rd day of November, 2022

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers, this 23rd day of November, 2022

Frances Conger, Notary Public

FRANCES CONGER

My Commission Expires: January 25, 2026

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

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

Set by law	$175.00
Proof of Publication	NC
TOTAL	**$175.00**

RANKIN COUNTY BOARD OF SUPERVISORS' CLAIMS DOCKET OCTOBER 16 - NOVEMBER 15, 2022

Invoice Amount	Vendor Name
Fund 001	GENERAL COUNTY
$890.00	IAAO
$175.00	MS CHAPTER IAAO
$204.00	LYRIC HOTEL/WEST END
$204.00	LYRIC HOTEL/WEST END
$1,869,100.00	DEPARTMENT OF
$220.00	MSU
$120.00	MEAFCS
$225.00	EPSILON SIGMA PHI
$25.00	PROFESSIONAL ARBORIST
$3,400.00	MS ASSN. OF SUPERVISORS
$400.00	BOAM
$900.15	NATCHEZ GRAND HOTEL
$250.00	NORTHWEST RANKIN
$29.98	CUTRER, WILTZ
$2,000.00	MHS PROJECT GRAD 2023
$2,000.00	PUCKETT PROJECT
$268.40	COMCAST CABLE OF
$217.12	COMCAST CABLE OF
$4,374.00	BIGGS, PETTIS, INGRAM & S
$900.00	PROFESSIONAL DISPATCH
$300.00	PROFESSIONAL DISPATCH
$150.00	PROFESSIONAL DISPATCH
$388,543.00	INSURANCE ASSOCIATES
$1,083.11	HANCOCK, ROBERT
$57.19	AT&T
$180.66	CENTRAL ELECTRIC
$14,812.78	FUELMAN
$300.00	CO. ADMINISTRATORS
$455.49	SOUTHERN PINE ELEC
$9,674.89	BRANDON WATER DEPT.
$12,150.49	CENTERPOINT ENERGY
$4,319.58	AT&T
$33.00	GREENFIELD WATER
$143.99	DIRECTV, INC.
$298,223.58	ARTHUR J. GALLAGHER
$114.99	DIRECTV, INC.
$115.99	DIRECTV, INC.
$297.95	CENTERPOINT ENERGY
$18.00	CENTRAL ELECTRIC
$560.20	VERIZON WIRELESS
$2,016.16	NATIONAL EXCHANGE
$410.00	IAAO
$2,000.00	JH&H ARCHITECTS
$3,622.00	MCLAURIN HIGH SCHOOL
$1,065.00	ECAM
$35.00	MS NURSERY &
$150.00	FLORENCE HIGH SCHOOL
$2,000.00	EAST RANKIN ACADEMY
$53.14	HOLLEY, PAUL
$15.99	CUTRER, WILTZ
$2,829.00	ADAPTS ELECTRONIC
$10,947.82	BIGGS, PETTIS, INGRAM & S
$660.00	DPS CRIME LAB
$6,770.00	DELTA COMPUTER
$6,767.00	ESRI, INC.
$52.28	FED-EX
$1,190.00	HOMETOWN VETERINARY
$12,199.44	MS STATE UNIVERSITY
$1,746.58	OFFICE OF STATE AUDITOR
$9,799.68	PEREGRINE CORPORATION
$695.63	R J YOUNG COMPANY
$1,516.92	RANKIN COUNTY NEWS
$701.50	REBECCA N. BOYD, CIRCUIT
$1,521.60	RAYBORN, HARVEY
$11,704.00	STATEWIDE BUSINESS

Attachment: Vardoc Claims Docket Ocotber 16 - November 15, 2022 (Proof) (18345 : Various Documents)

CLAIMS
OCTOBER 16, 2022 – NOVEMBER 15, 2022
PROOF OF PUBLICATION

$83,833.52	SUMMIT FOOD SERVICE,
$5,585.00	TCSWARE, INC.
$985.50	THOMSON REUTERS-WEST
$2,850.00	TRI-STATE CONSULTING
$9,721.89	RICOH USA, INC
$1,190.00	SAFEGUARD PEST
$161.00	REBECCA N. BOYD, CIRCUIT
$223.90	HERRING, BRIGETTE
$25,605.00	PRIME LOGIC INC
$125.00	DATA SYSTEMS
$446.77	KNIGHT, RACHEL
$1,650.00	O'BRIEN, DR C. GERALD, LT
$2,592.41	TRINITY CAPITAL
$72.25	BAILEY, BRYAN
$4,264.20	REVOLUTION DATA
$100.00	MS DEPT OF ENVI
$29,106.00	REBECCA N. BOYD, CIRCUIT
$45,412.00	HART INTERCIVIC, INC.
$200.00	BARNETT'S TOWING
$150.00	ELMORE TOWING &
$125.00	PHILLIPS AUTOMOTIVE
$200.00	RICHLAND WRECKER
$140.00	THURMAN TRANS
$3,150.00	MS STATE MEDICAL
$1,823.76	PITNEY BOWES GLOBAL
$45,341.78	FUELMAN
$57.56	WINDSTREAM
$476.17	SOUTHERN PINE ELEC
$4,375.00	MS ANIMAL RESCUE
$562.50	JONES, KIMBERLY
$2,572.50	LEXISNEXIS RISK
$343.95	TOWN OF PELAHATCHIE
$533.62	COMCAST CABLE OF
$1,351.43	WASTE MANAGEMENT
$306.43	CENTERPOINT ENERGY
$645.00	MEDSCREENS,INC.
$84.31	INGRAM, MICHELE
$45,718.95	ADMINISTRATIVE OFFICE
$5,650.00	MAINLINE INFORMATION
$37,392.77	CENTRAL MS
$213.13	HEARD, STEPHEN
$535.00	JONES, JOHNNY
$248.13	MCKENZIE, RICKEY
$316.88	MCNEAL, HORACE
$428.13	ROBERTS, DEREK
$587.50	WROTEN, MARK
$15,388.68	RISK MANAGEMENT
$22,287.86	BRANDON DISCOUNT
$5,301.32	THE CREDIT CARD CENTER
$96,305.00	VITALCORE HEALTH
$6,576.50	C SPIRE
$275.00	U S POSTAL SERVICE
$225.00	ATWOOD, ALLISON
$2,180.69	SOUTHERN DUPLICATING
$966.00	ADAPTS ELECTRONIC
$74.25	SMITH, HEATHER
$31.25	DUNLAP, F CLIFTON
$38,647.21	MILLETTE
$6,767.10	GOTO COMMUNICATIONS,
$50.00	MEA DRUG TESTING
$75.30	ORKIN, LLC
$18,700.00	VECTOR DISEASE
$100.00	COMMUNITY COFFEE
$1,058.00	MS VITAL RECORDS
$2,832.00	BUSINESS COM
$2,360.00	XPRESSIVE LAWN &
$73.00	CRANE, CANDICE
$5,463.12	AT&T MOBILITY, LLC-MIFI
$21,222.60	PALMER & SLAY, PLLC
$2,106.00	RESNICK & LOUIS, P.C.
$146.99	DIRECTV, INC.
$1,348.04	PALMER & SLAY, PLLC
$75.00	MCCRORY, JOSHUA
$250.00	ADAMS, WHITNEY
$18,461.25	ENGINEERING SERVICE
$517.50	STATE TREASURER
$371.45	MARTIN, WANDA
$728.19	AT&T MOBILITY, LLC-MIFI
$49.87	AT&T MOBILITY, LLC-
$280.00	CO. ADMINISTRATORS
$36,312.50	BRUNINI ATTORNEYS AT
$52.64	AT&T
$4,262.92	AT&T
$1,226.31	AT&T MOBILITY, LLC-
$67,968.26	ENTERGY
$2,320.77	C SPIRE WIRELESS
$20.00	BROGDON, LINDSAY
$333.13	CROSS, DANIEL
$12.00	MS DEPT OF REVENUE
$650.00	KEETON,CHARLES H.
$3,600.00	A & M CONTRACTORS, INC.
$2,500.00	CARROLL, HARALSON
$8,333.33	PAFFORD EMERGENCY
$625.00	P & P BEAVER CONTROL,
$18,312.00	RANKIN COUNTY HEALTH
$4,333.33	RANKIN COUNTY SOIL
$27,500.00	REGION 8 MENTAL
$28,083.33	REGION 8 MENTAL
$650.00	SPOTSWOOD, ROBERT
$650.00	SARTIN BRENDAN C
$650.00	WILLIARD, ROBERT R
$650.00	CLARK, RANDY
$10,000.00	RESERVE ACCOUNT
$10.00	CAROLINE GILBERT TAX
$9.00	MS DEPT OF REVENUE
$217.12	COMCAST CABLE OF
$7,030.09	49 TIRE AND AUTO SERVICE
$1,635.00	ACCESS CONTROL GROUP
$800.00	ABSOLUTE PRINT
$6,347.67	A COMPLETE FLAG
$1,963.89	AFFORDABLE FORM &
$1,551.99	ALPHAGRAPHICS
$660.00	AUTO TRIM DESIGNS
$2,392.00	B & H PHOTO-VIDEO, INC
$54.06	BEN NELSON GOLF &
$3,602.72	BOB BARKER COMPANY
$151.50	BRANDON RENTALL INC
$279.00	BUSINESS FURNITURE
$7,351.06	BUMPER TO BUMPER
$2,614.78	BRANDON SERVICE
$1,882.68	BRADY INDUSTRIES
$782.64	CDW GOVERNMENT, LLC
$1,304.00	CED JACKSON
$885.00	CAPITOL HARDWARE
$186.95	TECH ASSURANCE
$1,910.44	CERTIFIED LABORATORIES
$968.00	DEVINEY EQUIPMENT
$9,951.90	DRUG TESTING PROGRAM
$785.39	ELCON ELECTRICAL CO.,
$1,111.00	ENVIRONMENT MASTERS,
$103.31	FORESTRY SUPPLIERS, INC.
$101.94	FREDERICKS SALES &
$956.80	GILMORE BROS BUILDING
$3,095.01	GRAY-DANIELS
$3,241.87	HOME DEPOT CREDIT
$500.00	HOBART SERVICE
$700.00	HERRINGTON LAWN
$2,219.60	INTERSTATE BATTERY
$997.47	JACKSON BLUEPRINT &
$2,529.00	JACKSON COM
$6,799.07	JACKSON PAPER
$305.00	JEFCOAT FENCE CO., INC.
$95.23	JAMIE WEEKS HEATING &
$2,890.48	JSI COMMUNICATIONS
$2,453.94	CHRIS HAYNES ELECTRIC
$2,165.13	KEYSTONE AUTOMOTIVE
$76.00	LAKELAND YARD &
$1,695.55	KIMBALL MIDWEST
$141.99	LAWRENCE PRINTING CO.
$1,044.05	LOWE'S
$30,785.00	LOGISTA
$27,800.00	M W ELECTRIC, LLC
$3,893.63	MID-SOUTH UNIFORM &
$242.86	MISSISSIPPI AG
$1,250.59	MNJ TECHNOLOGIES
$413.22	O'REILLY AUTO PARTS,INC.
$377.99	OFFICE DEPOT, INC
$135.99	PITNEY BOWES, INC.
$2,485.00	MAGNOLIA LOCKSMITH
$8,086.99	QUALITY CHEMICAL &
$279.72	RAMEY'S
$6,426.25	RANKIN COUNTY COOP
$9,940.00	RICHLAND AIR COND
$1,083.26	ROGERS-DABBS
$781.11	SHERWIN-WILLIAMS
$1,911.50	SIRCHIE ACQUISITION
$2,131.43	SMITTY'S SUPPLY INC
$131.25	SAFEGUARD BUSINESS
$17,368.00	STAPLES BUSINESS
$378.95	STUART C. IRBY CO.
$68.00	SUN SHADE WINDOW
$280.00	TAYLOR POWER SYSTEMS,
$880.89	THE TARGET SHOP LLC
$2,275.00	THE SOUTHERN CON
$1,007.26	ULINE, INC.
$798.00	VENABLE GLASS SERVICES
$6,363.98	GRAINGER, INC.
$1,439.00	WEATHERSBY ELEC
$39,850.00	WOOLWINE FORD
$5,254.00	AMERICAN GLASS

Fund 012	STATE DRUG MONEY/ CONFISCATION
$12,294.65	JACKSON COM
$4,212.50	MISSISSIPPI TROPHY LLC
$595.01	SIRCHIE ACQUISITION
$4,977.80	AXON ENTERPRISE INC
$3,280.00	THE SOUTHERN CON
Fund 025	ARPA-AMERICAN RESCUE PLAN ACT
$197,912.95	WAGGONER ENG
$2,660.00	PALMER & SLAY, PLLC
$325,177.89	ENGINEERING SERVICE
Fund 097	EMERGENCY 911 FUND
$1,063.57	CENTRAL ELECTRIC
$70.30	FUELMAN
$897.19	SOUTHERN PINE ELEC
$45,263.70	AT&T
$30.61	CENTERPOINT ENERGY
$2,664.94	ARTHUR J. GALLAGHER
$40.01	VERIZON WIRELESS
$294.00	NENA
$100.00	MS 911 COORDINATORS
$28.16	TOSHIBA AMERICA
$373.49	TRINITY CAPITAL
$513.64	FUELMAN
$886.94	SOUTHERN PINE ELEC
$337.57	TEC
$49.87	AT&T MOBILITY, LLC-
$113.89	ENTERGY
$68.66	C SPIRE WIRELESS
$1,268.60	GENTRY, LLC
$1,850.00	NEVELS ELECTRIC, LLC
Fund 104	LAW LIBRARY
$722.68	THOMSON REUTERS-WEST
Fund 105	GARBAGE AND SOLID WASTE
$14,884.67	WASTE MANAGEMENT
$230.00	DELTA COMPUTER
$10,649.27	PEREGRINE CORPORATION
$13,668.13	WASTE MANAGEMENT
$618,611.29	WASTE MANAGEMENT
$41.20	ENTERGY
$1,000.00	BENNETT, TAMEIKA
Fund 106	VOLUNTEER FIRE
$150.14	FUELMAN
$375.00	ARTHUR J. GALLAGHER
$259.06	TRINITY CAPITAL
$604.79	FUELMAN
$6,780.80	RISK MANAGEMENT
$2,024.64	EMERGENCY EQUIPMENT
$3,582.00	EMERGENCY VEHICLE
$117.48	STAPLES BUSINESS
Fund 107	2% UNEMPLOYMENT COMP.FUND
$2,480.58	MS DEPARTMENT OF EMP
Fund 108	GRAND GULF FUND
$370.09	TRINITY CAPITAL
Fund 114	INMATE COMMISSARY FUND
$107.53	C SPIRE WIRELESS
$334.56	BOB BARKER COMPANY
$4,650.00	ICS JAIL SUPPLIES INC
$3,450.00	KEEFE COMMISSARY
$515.92	RANKIN COUNTY COOP

Fund 150	CO-UNIT ROAD MAINTENANCE FUND
$37.50	FUELMAN
$16,149.30	WASTE MANAGEMENT
$273.84	BRANDON WATER DEPT.
$20.43	AT&T
$51.92	CENTRAL ELECTRIC
$104.54	ENTERGY
$164.45	CENTERPOINT ENERGY
$80,002.48	ARTHUR J. GALLAGHER
$275.66	NEXAIR, LLC
$3,660.00	SOUTHERN TIRE
$40.00	SAFEGUARD PEST
$238.53	RICOH USA, INC
$2,637.75	TRINITY CAPITAL
$250.00	HESTER, KARL
$10,140.09	FUELMAN
$57.56	WINDSTREAM
$95.70	REVELL HARDWARE
$185.00	STANTEC CONSULTING
$1,490.00	SOUTHERN
$36.83	CITY OF FLORENCE
$3,800.00	XPRESSIVE LAWN &
$4,492.80	PUCKETT RENTS
$79,782.00	ENGINEERING SERVICE
$241.38	AT&T MOBILITY, LLC-MIFI
$312.10	NEXAIR, LLC
$14,171.81	WASTE MANAGEMENT
$20.23	AT&T
$99.74	AT&T MOBILITY, LLC-
$2,718.47	ENTERGY
$213.57	GREEN EARTH PRODUCTS
$1,130.39	C SPIRE WIRELESS
$12.00	MS DEPT OF REVENUE
$3,636.31	CATERPILLAR FINANCIAL
$1,078.74	CATERPILLAR FINANCIAL
$2,031.95	TRUSTMARK BANK
$4,215.80	TRUSTMARK BANK
$5,302.75	TRUSTMARK BANK
$1,952.55	TRUSTMARK BANK
$2,093.80	TRUSTMARK BANK
$4,210.48	TRUSTMARK BANK
$2,748.42	TRUSTMARK BANK
$2,804.56	TRUSTMARK BANK
$2,968.62	TRUSTMARK BANK
$52,865.40	ADCAMP, INC.
$248.00	ALPHA TRAILER & TRUCK
$16,528.00	CAPITAL OIL, INC.
$4,694.78	CERTIFIED LABORATORIES
$6,370.31	CUSTOM PRODUCTS CORP.
$439,686.08	DICKERSON & BOWEN, INC
$126,646.84	ERGON ASPHALT &
$357.42	E-Z WHEELS, INC.
$345.96	EQUIPMENT INC
$592.03	FLEETPRIDE, INC.
$989.98	FORESTRY SUPPLIERS, INC.
$111.76	FREDERICKS SALES &
$443.50	G T MICHELLI CO INC
$2,786.90	GILMORE BROS BUILDING
$6,419.13	GOODYEAR SERVICE
$4,998.28	HTC ENTERPRISES, LC
$1,024.05	INTERSTATE BATTERY
$393,294.84	J & L ENTERPRISES
$150.58	JACKSON AIR &
$394.30	KENWORTH OF MISSISSIPPI,
$2,296.60	KIMBALL MIDWEST
$3,816.80	LYLE MACHINERY
$400.00	MIDSTATE GLASS CO., INC.
$1,889.43	MID-SOUTH MACHINERY,
$1,084.60	MISSISSIPPI AG COMPANY
$7,692.22	NAPA AUTO PARTS OF
$980.06	O'REILLY AUTO PARTS,INC.
$119.98	PATRIOT MOTORSPORTS,
$20,413.18	PUCKETT MACHINERY CO.
$2,070.00	R & M TRACTOR & SUPPLY
$5,672.92	RANKIN COUNTY COOP
$1,250.00	ROAD-PRO SAFTEY, INC.
$1,177.66	REVELL HARDWARE
$1,121.27	SOUTHERN PIPE & SUPPLY
$450.00	SOUTHERN SAWING &
$588.12	STAPLES BUSINESS
$111,834.00	TRAFFIC CONTROL PROD.
$85.98	GRAINGER, INC.
$121.32	TRI-STATE TRUCK CENTER,
$28,107.00	WHITE SANDS, INC
$71,430.30	WARING OIL COMPANY
$326,386.76	AJ CONSTRUCTION INC
$4,657.50	HARRELL & RESTER

Attachment: Vardoc Claims Docket Ocotber 16 - November 15, 2022 (Proof) (18345 : Various Documents)

PA[illegible]E
CLAIM[illegible]
OCTOBER 16, 2022 – NOVEMBER 15, 2022
PROOF OF PUBLICAT[illegible]N

Fund 160	CO-UNIT BRIDGE & CULVERT FUND
$2,982.55	TRINITY CAPITAL
$300.00	ENGINEERING SERVICE
$2,913.83	BANCORPSOUTH EQUIP
$1,798.85	CATERPILLAR FINANCIAL
$1,093.69	CATERPILLAR FINANCIAL
$1,336.38	TRUSTMARK BANK
$99,841.00	VACUUM TRUCK RENTALS
Fund 190	ELECTION SUPPORT FUND
$660.00	AFFORDABLE FORM &
Fund 208	RANKIN COUNTY 2008 B&I FUND
$185.05	TRINITY CAPITAL
$3,537,325.00	BANKPLUS
Fund 214	BLOOMFIELD TIF BOND SERIES
$76,735.00	THE PEOPLES BANK
$255,987.50	THE PEOPLES BANK
Fund 319	2019 GO BOND
$320,390.13	HEMPHILL CONST
$55,657.75	ENGINEERING SERVICE
$63,913.08	AJ CONSTRUCTION INC
Fund 322	SHERIFF PROJECT SB 2969
$1,325.81	HOME DEPOT CREDIT
Fund 325	STORMWATER SB2948
$58,535.00	WAGGONER ENG
$1,627.50	PALMER & SLAY, PLLC
$8,137.50	BRUNINI ATTORNEYS AT
Fund 650	JUDICIAL ASSESSEMENT CLEARING
$885.00	MS DEPT. 0F PUBLIC SAFETY
$1,932.00	MS CRIME LAB
$2,917.00	MS DEPT. 0F PUBLIC SAFETY
$82,360.92	STATE TREASURER
Fund 654	CENTRAL MS REGIONAL LIBRARY
$64,232.05	CENTRAL MS. REGIONAL
Fund 657	RESERVOIR FIRE
$55,349.85	RESERVOIR FIRE
Fund 658	CLEARY FIRE DISTRICT
$1,519.70	CLEARY WATER SEWER &
Fund 659	ROBINHOOD FIRE DISTRICT
$2,933.29	ROBINHOOD FIRE
Fund 660	LAKE HARBOR FIRE
$1,727.64	LAKE HARBOR FIRE
Fund 661	EVERGREEN FIRE
$983.00	EVERGREEN FIRE
Fund 662	FIVE (V) LAKES UTILITY
$1,128.89	FIVE (V) LAKE UTILITY DIS
Fund 663	STAR VOLUNTEER FIRE
[illegible]07.64	STAR FIRE PROTECTION
Fund 664	SW RANKIN FIRE
$1,639.96	SOUTHWEST RKN FIRE
Fund 665	RICHLAND CREEK
$225.01	RICHLAND CREEK WATER
Fund 666	RANKIN/HINDS DRAINAGE DISTRICT
$14,859.00	RANKIN-HINDS DRAINAGE
Fund 667	RANKIN FIRST ECONOMIC
$14,460.32	RANKIN FIRST ECON.DEV.
Fund 669	PRV UTILITY DISTRICT
$1,700.00	PEARL RIVER VALLEY
Fund 675	CLEARING FUND-SCHOOLS & CITIES
$260,956.15	RANKIN CO. SCHOOL DIST.
Fund 681	PAYROLL CLEARING
$21,818.38	BLUE CROSS BLUE SHIELD
$49,005.67	ELECTRONIC FEDERAL
$3,676.17	ELECTRONIC FEDERAL
$54,846.00	MS STATE TAX COM
$485,280.42	PUBLIC EMPLOYEES' RET.
$14,278.00	GREAT-WEST LIFE &
$2,003.47	RANKIN COUNTY
$25,772.12	DELTA DENTAL
$3,096.47	NATIONAL VISION
$14,700.77	LIFE INSURANCE
$110.44	AMERICAN PUBLIC LIFE
$13,382.87	AMERICAN FAMILY LIFE
$185,119.18	ELECTRONIC FEDERAL
$155,140.11	BLUE CROSS BLUE SHIELD
$817.43	JACKSON AREA FEDERAL
$434.00	SSPBA
$378.50	HENLEY, JAMES L.
$1,608.46	DAVID RAWLINGS,
$317.00	HAROLD J. BARKLEY, JR.
$1,340.40	CENTRAL RECEIPTING &
$285.00	HUERTA, CHRISTINA ELLIS
$184.62	DEDMON, CASSIE
$330.21	MS DEPARTMENT OF
$296.17	FIRST CONSUMERS FIN
$319.09	HENLEY LOTTERHOS AND
$309.34	HENLEY LOTTERHOS AND
$330.06	SIMPSON, JOHN S.
$153.23	JACOB MATTHEWS
$19.19	JASON WEAVER
$190,807.25	ELECTRONIC FEDERAL
$157,703.35	BLUE CROSS BLUE SHIELD
$817.43	JACKSON AREA FEDERAL
$444.85	SSPBA
$389.50	HENLEY, JAMES L.
$1,608.46	DAVID RAWLINGS,
$317.00	HAROLD J. BARKLEY, JR.
$1,340.40	CENTRAL RECEIPTING &
$285.00	HUERTA, CHRISTINA ELLIS
$184.62	DEDMON, CASSIE
$313.87	MS DEPARTMENT OF EMP
$270.49	FIRST CONSUMERS
$628.03	HENLEY LOTTERHOS AND
$339.17	SIMPSON, JOHN S.
$15.96	SAMUEL GOMEZ
$121.94	WESLEY RIELS
$284.80	JAMES SHANNON PENN
Fund 690	HINDS COM COLLEGE MAINTENANCE
$77,790.95	HINDS COMMUNITY
Fund 691	HINDS COM COLLEGE IMPROVEMENT
$31,117.61	HINDS COMMUNITY
Fund 692	HINDS C C BOND REDEMPTION
$33,252.48	HINDS COMMUNITY
Fund 693	HINDS COMMUNITY COLLEGE VOTECH
$99,254.09	HINDS COMMUNITY

$13,653,650.82 Total All Invoices
November 23, 2022
#1896

Attachment: Vardoc Claims Docket Ocotber 16 - November 15, 2022 (Proof) (18345 : Various Documents)

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF FLOWOOD, MISSISSIPPI, AND RANKIN COUNTY, MISSISSIPPI, UTILIZING PROCEEDS APPROPRIATED BY THE MISSISSIPPI LEGISLATURE IN HOUSE BILL 1353 DURING THE 2022 LEGISLATIVE SESSION

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into on the dates reflected herein by and between Rankin County, Mississippi, a political subdivision of the State of Mississippi acting by and through its Board of Supervisors (the "County"), and the City of Flowood, Mississippi (the "City), a municipal corporation located in the State of Mississippi acting by and through its Mayor and Board of Aldermen (the "City").

RECITALS AND AGREEMENT:

A. The County is authorized to construct and maintain roads and streets within any municipality of the County. Mississippi Code Annotated §65-7-85, §65-7-74 and §19-3-40. Also see Mississippi Attorney General Opinion No. 2011-00067 (Adams – March 3, 2011). The City is authorized to construct and maintain roads, streets and sidewalks within its municipal boundaries. Mississippi Code Annotated §21-37-3.

B. The City is located wholly within the boundaries of the County.

C. The County and City desire to work together to carry out the statutory obligations set forth in paragraph A. The cooperative actions contemplated herein will benefit the residents of the County and the City.

D. The County agrees to provide to City a portion of funds totaling $1,000,000 appropriated to County by the Mississippi Legislature in House Bill 1353 which was passed and adopted during the 2022 Legislative Session.

E. The City shall be solely responsible for ensuring that all work is performed in accordance with the prescribed uses set forth in House Bill 1353. The City will be responsible for compliance with all requirements set forth in Miss. Code Ann. Section 31-7-13, et seq. in the use of the funds.

F. This MOU shall be effective from and after the last date of execution below and shall continue in effect until such time as the funds have been disbursed for the purposes set forth herein.

G. Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

Attachment: Vardoc Executed MOU with City of Flowood Utilizing Proceeds Appropriated by MS Legislature in HB 1353 (18345 : Various

For the Rankin County Board of Supervisors
ATTN: Board President
211 East Government Street, Suite A
Brandon, Mississippi 39042

For the City of Flowood, Mississippi
Mayor, City of Flowood
2101 Airport Road North
Flowood, MS 39232

H. This MOU may be amended or terminated only in writing duly authorized and executed by all parties hereto.

APPROVED BY THE PRESIDENT AND BOARD OF SUPERVISORS FOR RANKIN COUNTY, MISSISSIPPI, on this the 28 day of JULY, 2022.

Brad Calhoun
Brad Calhoun, President
Rankin County Board of Supervisors

CHANCERY CLERK RANKIN COUNTY, MS

ATTESTED:

Larry Swales, Clerk of the Board
by: Vardoc

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF FLOWOOD on this the 15th day of AUGUST, 2022.

Gary Rhoads
Gary Rhoads, Mayor
City of Flowood

ATTESTED:

City Clerk, City of Flowood, Mississippi

CITY OF FLOWOOD, FLOWOOD, MISS

Attachment: Vardoc Executed MOU with City of Flowood Utilizing Proceeds Appropriated by MS Legislature in HB 1353 (18345 : Various

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF PEARL, MISSISSIPPI, AND RANKIN COUNTY, MISSISSIPPI, UTILIZING PROCEEDS APPROPRIATED BY THE MISSISSIPPI LEGISLATURE IN HOUSE BILL 1353 DURING THE 2022 LEGISLATIVE SESSION

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into on the dates reflected herein by and between Rankin County, Mississippi, a political subdivision of the State of Mississippi acting by and through its Board of Supervisors (the "County"), and the City of Pearl, Mississippi (the "City), a municipal corporation located in the State of Mississippi acting by and through its Mayor and Board of Aldermen (the "City").

RECITALS AND AGREEMENT:

A. The County is authorized to construct and maintain roads and streets within any municipality of the County. Mississippi Code Annotated §65-7-85, §65-7-74 and §19-3-40. Also see Mississippi Attorney General Opinion No. 2011-00067 (Adams – March 3, 2011). The City is authorized to construct and maintain roads, streets and sidewalks within its municipal boundaries. Mississippi Code Annotated §21-37-3.

B. The City is located wholly within the boundaries of the County.

C. The County and City desire to work together to carry out the statutory obligations set forth in paragraph A. The cooperative actions contemplated herein will benefit the residents of the County and the City.

D. The County agrees to provide to City a portion of funds totaling $600,000 appropriated to County by the Mississippi Legislature in House Bill 1353 which was passed and adopted during the 2022 Legislative Session.

E. The City shall be solely responsible for ensuring that all work is performed in accordance with the prescribed uses set forth in House Bill 1353. The City will be responsible for compliance with all requirements set forth in Miss. Code Ann. Section 31-7-13, et seq. in the use of the funds.

F. This MOU shall be effective from and after the last date of execution below and shall continue in effect until such time as the funds have been disbursed for the purposes set forth herein.

G. Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

Attachment: Vardoc Executed MOU with City of Pearl Utilizing Proceeds Appropriated by MS Legislature in HB 1353 (18345 : Various

For the Rankin County Board of Supervisors
ATTN: Board President
211 East Government Street, Suite A
Brandon, Mississippi 39042

For the City of Pearl, Mississippi
Jake Windham, Mayor
City of Pearl
2420 Old Brandon Road
Pearl, MS 39208

H. This MOU may be amended or terminated only in writing duly authorized and executed by all parties hereto.

APPROVED BY THE PRESIDENT AND BOARD OF SUPERVISORS FOR RANKIN COUNTY, MISSISSIPPI, on this the 28 day of July, 2022.

Brad Calhoun
Brad Calhoun, President
Rankin County Board of Supervisors

ATTESTED:

Larry Swales
Larry Swales, Clerk of the Board
by: [illegible] DC

CHANCERY CLERK RANKIN COUNTY, MS

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF PEARL on this the 6th day of September, 2022.

Jake Windham
Jake Windham, Mayor
City of Pearl
2420 Old Brandon Road
Pearl, MS 39208

ATTESTED:

Kelly Foster
City Clerk, City of Pearl, Mississippi

CITY OF PEARL SEAL MISSISSIPPI

Attachment: Vardoc Executed MOU with City of Pearl Utilizing Proceeds Appropriated by MS Legislature in HB 1353 (18345 : Various

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

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 prio 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 PUBLIC HEARING

TIF PLAN - FLOWOOD TOWN CENTER PROJECT

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

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 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)

588 words at .12 each.....	$70.56
Proof of Publication	NC
TOTAL.....	$70.56

NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
FLOWOOD TOWN CENTER PROJECT

Notice is hereby given that a public hearing will be held on Monday, December 5, 2022 at 9:00 A.M. at the regular meeting place of the Rankin County Board of Supervisors (the "Governing Body" of the "County") at 211 East Government Street, Suite A, Brandon, Mississippi 39402, on the Tax Increment Financing Plan, Flowood Town Center Project, Flowood, Mississippi, July 2008, as Amended and Restated January 2018, and as Amended and Restated November 2022 (the "TIF Plan"), for consideration by the Governing Body of the County. The County, jointly with the City of Flowood, Mississippi, (the "City") proposes to use the TIF Plan in compliance 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 City to issue tax increment financing revenue bonds or notes, jointly with Rankin County, Mississippi (the "County"), in one or more series, in an amount not to exceed Five Million Five Hundred Thousand Dollars ($5,500,000) which 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, 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 bonds or notes, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements") within the TIF District (as more particularly described in the TIF Plan) or land adjacent to and serving the TIF District.

The bonds or notes shall be secured solely by a pledge of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District as described in the TIF Plan, and will not be a general obligation of the City or the County and will not be secured by the full faith, credit, and taxing power of either the City or the County, nor will it create any other pecuniary liability on the part of the City or the County other than the pledge of the incremental increase in the ad valorem taxes set forth above.

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 or the City.

The City and County may exercise their authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), individually or jointly, pursuant to an Interlocal Cooperation Agreement as authorized by Section 21-45-3 of the Act.

Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the Chancery Clerk located at 211 East Government Street, Brandon, Mississippi 39402.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1, et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 7th day of November, 2022.
/S/ Larry Swales, Chancery Clerk
November 16, 2022
#1844

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

Attachment: Vardoc Notice of Public Hearing for TIF Plan - Flowood Town Center Project (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

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 prio 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

BRENDA FERGUSON

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

NOTICE OF ZONING HEARING
BRENDA FERGUSON

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON DECEMBER 5, 2022, 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 DIMENSIONAL VARIANCE SHALL BE GRANTED TO THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN RANKIN COUNTY, MISSISSIPPI:

Lot 17, Part 5, Confederate Heights Subdivision, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery of Rankin County, Mississippi, in Plat Book 4, at Page 23 and more particularly described in deed recorded in book 871 at page 694 and being located at 111 Ski Dr, Florence, MS 39073.

APPROVED:
Larry Swales by Jessica Flood, D.C.
Chancery Clerk
November 14, 2022
Date
November 16, 2022
#1839

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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

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

145 words at .12 each	$17.40
Proof of Publication	NC
TOTAL	**$17.40**

Attachment: Vardoc Notice of Zoning Hearing for Brenda Ferguson (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 23RD DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

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 prio 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

MICHAEL BROOKS

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

NOTICE OF ZONING HEARING
MICHAEL BROOKS

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON DECEMBER 15, 2022 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.

147.79 acres in the SW 1/4 of the SW 1/4 of Section 27 and the SE 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4, the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 28, T7N, R4E, Rankin County, Mississippi and located on Stump Ridge Rd, Brandon, MS 39047.

APPROVED:
Larry Swales by Jessica Flood, D.C.
Chancery Clerk
November 18, 2022
Date
November 23, 2022
#1888

Vol 175 No. 20 on the 23rd day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 23rd day of November, 2022

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

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

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

144 words at .12 each.....	$17.28
Proof of Publication	NC
TOTAL.....	$17.28

Attachment: Vardoc Notice of Zoning Hearing for Michael Brooks (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

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 sa
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

SIDNEY HARRELL

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

NOTICE OF ZONING HEARING
SIDNEY HARRELL

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON DECEMBER 5, 2022, 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 DIMENSIONAL VARIANCE SHALL BE GRANTED TO THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN RANKIN COUNTY, MISSISSIPPI:

Parcel G3-23-10: .528 acres in the NW 1/4 of the NW 1/4 of Section 11, T3N, R2E, Rankin County, Mississippi and being more particularly described in deed recorded in book 974 at page 278;

Parcel G3-23: 1.4 acres in the NW 1/4 of the NW 1/4 of Section 11, T3N, R2E, Rankin County, Mississippi and being more particularly described in deed recorded in book 2012 at page 47654 and being located at 3875 Hwy 49 S, Florence, MS 39073

APPROVED:
Larry Swales by Jessica Flood, D.C.
Chancery Clerk
November 14, 2022
Date
November 16, 2022
#1840

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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

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

163 words at .12 each.....	$19.56
Proof of Publication	NC
TOTAL.....	$19.56

Attachment: Vardoc Notice of Zoning Hearing for Sidney Harrell (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

a weekly newspaper printed and published in the City of Brandon, In t
County of Rankin and State aforesaid, before me the undersigned officer
and for said County and State, who being duly sworn, deposes and sa
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 TO BIDDERS

BID NO. 23-300-5 - CRUSHED AGGREGATES

a copy of which is hereto attached, was published in said newspaper T
(2) consecutive weeks, as follows, to-wit:

Vol 175 No. 18 on the 9th day of November, 2022

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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)

348 words at .22 per word	$76.56
Proof of Publication	NC
TOTAL	$76.56

NOTICE TO BIDDERS

Notice is hereby given that written sealed semi-annual term bids for crushed aggregates for the period of January 01, 2023 through June 30, 2023 will be received by the Rankin County Board of Supervisors until 8:30 a.m. on December 15, 2022. Paper bids can be submitted to the Rankin County Board of Supervisors at 211 East Government Street, Suite A, Brandon, MS 39042. Electronic bids can be submitted at www.centralbidding.com.

All bidders submitting bids in response to this Notice acknowledge and agree that, any bid accepted shall be automatically available to municipalities located in Rankin County, if any, who have entered into an Interlocal Cooperation Agreement with the Rankin County Board of Supervisors indicating that said municipality or municipalities intend to participate in the County's Commodity Term Bid Procedure.

By submitting a sealed bid, Bidders are acknowledging and agreeing to commit to and honor pricing submitted in response to this Notice in the event that the following municipalities located in Rankin County enter into an interlocal agreement with Rankin County providing for their participation with the County in this semi-annual bid: The cities of Brandon, Florence, Flowood, Pearl, Richland, and the towns of Pelahatchie and Puckett. In order to participate with the County in this semi-annual bid procedure and in order to be eligible for the pricing set forth in the awarded bid response, each participating municipality must enter into an Interlocal Cooperation Agreement with Rankin County which must be approved by the Office of the Mississippi Attorney General.

The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

BID NUMBER: 23-300-5
Crushed Aggregates

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bherring@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated October 14, 2022.
Larry Swales, Clerk of the Board
November 9, 16, 2022
#1814

Attachment: Vardoc Notice to Bidders for Crushed Aggregates (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County Nev

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 sa 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 TO BIDDERS

BID NO. 23-300-6 - GRAVEL

a copy of which is hereto attached, was published in said newspaper T (2) consecutive weeks, as follows, to-wit:

Vol 175 No. 18 on the 9th day of November, 2022

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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

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

346 words at .22 per word.....	$76.12
Proof of Publication	NC
TOTAL.....	**$76.12**

NOTICE TO BIDDERS

Notice is hereby given that written sealed semi-annual term bids for gravel for the period of January 01, 2023 through June 30, 2023 will be received by the Rankin County Board of Supervisors until 8:30 a.m. on December 15, 2022. Paper bids can be submitted to the Rankin County Board of Supervisors at 211 East Government Street, Suite A, Brandon, MS 39042. Electronic bids can be submitted at www.centralbidding.com.

All bidders submitting bids in response to this Notice acknowledge and agree that, any bid accepted shall be automatically available to municipalities located in Rankin County, if any, who have entered into an Interlocal Cooperation Agreement with the Rankin County Board of Supervisors indicating that said municipality or municipalities intend to participate in the County's Commodity Term Bid Procedure.

By submitting a sealed bid, Bidders are acknowledging and agreeing to commit to and honor pricing submitted in response to this Notice in the event that the following municipalities located in Rankin County enter into an interlocal agreement with Rankin County providing for their participation with the County in this semi-annual bid: The cities of Brandon, Florence, Flowood, Pearl, Richland, and the towns of Pelahatchie and Puckett. In order to participate with the County in this semi-annual bid procedure and in order to be eligible for the pricing set forth in the awarded bid response, each participating municipality must enter into an Interlocal Cooperation Agreement with Rankin County which must be approved by the Office of the Mississippi Attorney General.

The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

BID NUMBER: 23-300-6 Gravel

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bherring@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated October 14, 2022.
Larry Swales, Clerk of the Board
November 9, 16, 2022
#1815

Attachment: Vardoc Notice to Bidders for Gravel (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County Nev

a weekly newspaper printed and published in the City of Brandon, In t County of Rankin and State aforesaid, before me the undersigned officer and for said County and State, who being duly sworn, deposes and sa 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 TO BIDDERS

BID NO. 23-300-2 - METAL CULVERTS

a copy of which is hereto attached, was published in said newspaper T (2) consecutive weeks, as follows, to-wit:

Vol 175 No. 18 on the 9th day of November, 2022

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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)

348 words at .22 per word.....	$76.56
Proof of Publication	NC
TOTAL.....	$76.56

NOTICE TO BIDDERS

Notice is hereby given that written sealed semi-annual term bids for metal culverts for the period of January 01, 2023 through June 30, 2023 will be received by the Rankin County Board of Supervisors until 8:30 a.m. on December 15, 2022. Paper bids can be submitted to the Rankin County Board of Supervisors at 211 East Government Street, Suite A, Brandon, MS 39042. Electronic bids can be submitted at www.centralbidding.com.

All bidders submitting bids in response to this Notice acknowledge and agree that, any bid accepted shall be automatically available to municipalities located in Rankin County, if any, who have entered into an Interlocal Cooperation Agreement with the Rankin County Board of Supervisors indicating that said municipality or municipalities intend to participate in the County's Commodity Term Bid Procedure.

By submitting a sealed bid, Bidders are acknowledging and agreeing to commit to and honor pricing submitted in response to this Notice in the event that the following municipalities located in Rankin County enter into an interlocal agreement with Rankin County providing for their participation with the County in this semi-annual bid: The cities of Brandon, Florence, Flowood, Pearl, Richland, and the towns of Pelahatchie and Puckett. In order to participate with the County in this semi-annual bid procedure and in order to be eligible for the pricing set forth in the awarded bid response, each participating municipality must enter into an Interlocal Cooperation Agreement with Rankin County which must be approved by the Office of the Mississippi Attorney General.

The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

BID NUMBER: 23-300-2
Metal Culverts

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bhering@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated October 14, 2022.
Larry Swales, Clerk of the Board
November 9, 16, 2022
#1809

Attachment: Vardoc Notice to Bidders for Metal Culverts (Proof) (18345 : Various Documents)

AFFIDAVIT

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STATE OF MISSISSIPPI
COUNTY OF RANKIN

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13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendat
thereto, and that a certain

NOTICE TO BIDDERS

BID NO. 23-300-3 - POLYPROPYLENE CULVERTS

a copy of which is hereto attached, was published in said newspaper T
(2) consecutive weeks, as follows, to-wit:

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Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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)

348 words at .22 per word.....	$76.56
Proof of Publication	NC
TOTAL.....	$76.56

NOTICE TO BIDDERS

Notice is hereby given that written sealed semi-annual term bids for polypropylene culverts for the period of January 01, 2023 through June 30, 2023 will be received by the Rankin County Board of Supervisors until 8:30 a.m. on December 15, 2022. Paper bids can be submitted to the Rankin County Board of Supervisors at 211 East Government Street, Suite A, Brandon, MS 39042. Electronic bids can be submitted at www.centralbidding.com.

All bidders submitting bids in response to this Notice acknowledge and agree that, any bid accepted shall be automatically available to municipalities located in Rankin County, if any, who have entered into an Interlocal Cooperation Agreement with the Rankin County Board of Supervisors indicating that said municipality or municipalities intend to participate in the County's Commodity Term Bid Procedure.

By submitting a sealed bid, Bidders are acknowledging and agreeing to commit to and honor pricing submitted in response to this Notice in the event that the following municipalities located in Rankin County enter into an interlocal agreement with Rankin County providing for their participation with the County in this semi-annual bid: The cities of Brandon, Florence, Flowood, Pearl, Richland, and the towns of Pelahatchie and Puckett. In order to participate with the County in this semi-annual bid procedure and in order to be eligible for the pricing set forth in the awarded bid response, each participating municipality must enter into an Interlocal Cooperation Agreement with Rankin County which must be approved by the Office of the Mississippi Attorney General.

The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

BID NUMBER: 23-300-3
Polypropylene Culverts

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bherring@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated October 14, 2022.
Larry Swales, Clerk of the Board
November 9, 16, 2022
#1810

Attachment: Vardoc Notice to Bidders for Polypropylene Culverts (Proof) (18345 : 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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County of Rankin and State aforesaid, before me the undersigned officer
and for said County and State, who being duly sworn, deposes and sa
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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 TO BIDDERS

BID NO. 23-300-8 - POLYURETHANE FOAM

a copy of which is hereto attached, was published in said newspaper T
(2) consecutive weeks, as follows, to-wit:

Vol 175 No. 18 on the 9th day of November, 2022

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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)

364 words at .22 per word.....	$80.08
Proof of Publication	NC
TOTAL.....	$80.08

NOTICE TO BIDDERS

Notice is hereby given that written sealed semi-annual term bids for polyurethane foam application and curb and gutter removal and replacement for the period of January 01, 2023 through June 30, 2023 will be received by the Rankin County Board of Supervisors until 8:30 a.m. on December 15, 2022. Paper bids can be submitted to the Rankin County Board of Supervisors at 211 East Government Street, Suite A, Brandon, MS 39042. Electronic bids can be submitted at www.centralbidding.com.

All bidders submitting bids in response to this Notice acknowledge and agree that, any bid accepted shall be automatically available to municipalities located in Rankin County, if any, who have entered into an Interlocal Cooperation Agreement with the Rankin County Board of Supervisors indicating that said municipality or municipalities intend to participate in the County's Commodity Term Bid Procedure.

By submitting a sealed bid, Bidders are acknowledging and agreeing to commit to and honor pricing submitted in response to this Notice in the event that the following municipalities located in Rankin County enter into an interlocal agreement with Rankin County providing for their participation with the County in this semi-annual bid: The cities of Brandon, Florence, Flowood, Pearl, Richland, and the towns of Pelahatchie and Puckett. In order to participate with the County in this semi-annual bid procedure and in order to be eligible for the pricing set forth in the awarded bid response, each participating municipality must enter into an Interlocal Cooperation Agreement with Rankin County which must be approved by the Office of the Mississippi Attorney General.

The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

BID NUMBER: 23-300-8
Polyurethane Foam Application and Curb and Gutter Removal and Replacement

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bherring@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated October 14, 2022.
Larry Swales, Clerk of the Board
November 9, 16, 2022
#1811

Attachment: Vardoc Notice to Bidders for Polyurethane Foam (Proof) (18345 : 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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a weekly newspaper printed and published in the City of Brandon, In t County of Rankin and State aforesaid, before me the undersigned officer and for said County and State, who being duly sworn, deposes and sa 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 TO BIDDERS

BID NO. 23-300-4 - SCRUB SEAL, SLURRY SEAL, MICRO-SURFACIN

a copy of which is hereto attached, was published in said newspaper T (2) consecutive weeks, as follows, to-wit:

Vol 175 No. 18 on the 9th day of November, 2022

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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)

360 words at .22 per word	$79.20
Proof of Publication	NC
TOTAL	$79.20

NOTICE TO BIDDERS

Notice is hereby given that written sealed semi-annual term bids for scrub seal, slurry seal, micro-surfacing and micro-surfacing (modified) for the period of January 01, 2023 through June 30, 2023 will be received by the Rankin County Board of Supervisors until 8:30 a.m. on December 15, 2022. Paper bids can be submitted to the Rankin County Board of Supervisors at 211 East Government Street, Suite A, Brandon, MS 39042. Electronic bids can be submitted at www.centralbidding.com.

All bidders submitting bids in response to this Notice acknowledge and agree that, any bid accepted shall be automatically available to municipalities located in Rankin County, if any, who have entered into an Interlocal Cooperation Agreement with the Rankin County Board of Supervisors indicating that said municipality or municipalities intend to participate in the County's Commodity Term Bid Procedure.

By submitting a sealed bid, Bidders are acknowledging and agreeing to commit to and honor pricing submitted in response to this Notice in the event that the following municipalities located in Rankin County enter into an interlocal agreement with Rankin County providing for their participation with the County in this semi-annual bid: The cities of Brandon, Florence, Flowood, Pearl, Richland, and the towns of Pelahatchie and Puckett. In order to participate with the County in this semi-annual bid procedure and in order to be eligible for the pricing set forth in the awarded bid response, each participating municipality must enter into an Interlocal Cooperation Agreement with Rankin County which must be approved by the Office of the Mississippi Attorney General.

The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

BID NUMBER: 23-300-4
Scrub Seal, Slurry Seal, Micro-Surfacing, and Micro-Surfacing (Modified)

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bherring@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated October 14, 2022.
Larry Swales, Clerk of the Board
November 9, 16, 2022
#1812

Attachment: Vardoc Notice to Bidders for Scrub Seal, Slurry Seal, & Micro-Surfacing (Proof) (18345 : 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 TO BIDDERS

BID NO. 23-300-1 - SEMI-ANNUAL ASPHALT BIDS

a copy of which is hereto attached, was published in said newspaper T (2) consecutive weeks, as follows, to-wit:

Vol 175 No. 18 on the 9th day of November, 2022

Vol 175 No. 19 on the 16th day of November, 2022

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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)

408 words at .22 per word	$89.76
Proof of Publication	NC
TOTAL	**$89.76**

NOTICE TO BIDDERS

Notice is hereby given that written sealed semi-annual term bids for asphalt for the period of January 01, 2023 through June 30, 2023 will be received by the Rankin County Board of Supervisors until 8:30 a.m. on December 15, 2022. Paper bids can be submitted to the Rankin County Board of Supervisors at 211 East Government Street, Suite A, Brandon, MS 39042. Electronic bids can be submitted at www.centralbidding.com.

Sealed bids will be for the supplying of all labor, equipment and materials necessary for cold milling of bituminous paving, plant mix bituminous base course, hot bituminous pavement, surface course, ultra-thin asphalt pavement, crack sealing, and bituminous surface and base mixtures to be placed on public roads in Rankin County.

All bidders submitting bids in response to this Notice acknowledge and agree that, any bid accepted shall be automatically available to municipalities located in Rankin County, if any, who have entered into an Interlocal Cooperation Agreement with the Rankin County Board of Supervisors indicating that said municipality or municipalities intend to participate in the County's Commodity Term Bid Procedure.

By submitting a sealed bid, Bidders are acknowledging and agreeing to commit to and honor pricing submitted in response to this Notice in the event that the following municipalities located in Rankin County enter into an interlocal agreement with Rankin County providing for their participation with the County in the labor, equipment and materials that form the basis of this semi-annual bid: The cities of Brandon, Florence, Flowood, Pearl, Richland, and the towns of Pelahatchie and Puckett. In order to participate with the County in this semi-annual bid procedure and in order to be eligible for the pricing set forth in the awarded bid response, each participating municipality must enter into an Interlocal Cooperation Agreement with Rankin County which must be approved by the Office of the Mississippi Attorney General.

The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

BID NUMBER: 23-300-1
Semi-Annual Asphalt Bids

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bherring@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated October 14, 2022.
Larry Swales, Clerk of the Board
November 9, 16, 2022
#1816

Attachment: Vardoc Notice to Bidders for Semi-Annual Asphalt Bids (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

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NOTICE TO BIDDERS

BID NO. 23-300-7 - SOIL STABILIZATION

a copy of which is hereto attached, was published in said newspaper T (2) consecutive weeks, as follows, to-wit:

Vol 175 No. 18 on the 9th day of November, 2022

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348 words at .22 per word	$76.56
Proof of Publication	NC
TOTAL	$76.56

NOTICE TO BIDDERS

Notice is hereby given that written sealed semi-annual term bids for soil stabilization for the period of January 01, 2023 through June 30, 2023 will be received by the Rankin County Board of Supervisors until 8:30 a.m. on December 15, 2022. Paper bids can be submitted to the Rankin County Board of Supervisors at 211 East Government Street, Suite A, Brandon, MS 39042. Electronic bids can be submitted at www.centralbidding.com.

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The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

BID NUMBER: 23-300-7
Soil Stabilization

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bherring@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated October 14, 2022.
Larry Swales, Clerk of the Board
November 9, 16, 2022
#1813

Attachment: Vardoc Notice to Bidders for Soil Stabilization (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
NOVEMBER 3, 2022

I. CALL TO ORDER PLANNING COMMISSION MEETING
II. INVOCATION
Board Attorney Craig Slay
III. ADJOURN PLANNING COMMISSION MEETING
IV. CALL TO ORDER MEETING OF THE RANKIN COUNTY BOARD OF SUPERVISORS
9:00 AM Meeting called to order on November 3, 2022 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees
Daniel Cross, Supervisor District 2, Present
Steve Gaines, Vice President, Present
Brad Calhoun, 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. PUBLIC COMMENT
A. Teddy Lee - One Way Paving, LLC Represented by attorney, Toby Gammill, Gammill Law Group (1911 Dunbarton St)
VI. MIKE HARRISON, ROAD MANAGER
A. Request for approval of AT&T Utility Permit No. A02FEZ5 to construct a Fiber Optic Cable along/across Lila Street & Burnham Road South to be installed between Highway 18 and Ole Magnolia Drive (District 3)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
VII. CRAIG SLAY, BOARD ATTORNEY
Set Public Hearings:
A. Set Public Hearing for November 7, 2022, at 9:00 a.m. for Kevin Myers Rezoning Request, Elrich Road & Saddle Drive (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

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MINUTES

NOVEMBER 3, 2022

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Marcus Bowers
MARCUS BOWERS, Publisher

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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)

828 words at .12 each	$99.36
Proof of Publication	NC
TOTAL	$99.36

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

Attachment: Vardoc November 3, 2022 Minutes (Proof) (18345 : Various Documents)

Other:
B. Acknowledgment of Receipt of Notice of Recusal from Pending Justice Court Case Filed by all Rankin County Justice Court Judges. Ratification of Justice Court Clerk to Request Appointment of Don Lemon (City of Flowood Municipal Judge) as Substitute Justice Court Judge for Justice Court Case and Authority of County Administrator to Pay Don Lemon for Services Contingent Upon Negotiation
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Brad Calhoun, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
C. Ratification of authority for Board President to execute contract documents for the Vernon Jones Avenue Drainage & Roadway Improvements
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
D. Authorization of Purchase Clerk to issue all purchase orders necessary to secure any type or description of fuel from any supplier able to supply requested quantities FOB to road maintenance facility as soon as possible. This action is necessitated by anticipated current market fuel price adjustments and to address ongoing fuel supply shortages. Authority to issue payment upon receipt of fuel and presentation of proper invoicing.
RESULT: NO ACTION
E. Discussion of proposed FILOT Agreement (Menasha Packaging)
F. Discussion of current Tax Increment Financing Plan (TIF) for Flowood Town Center
G. Discussion regarding Florence-Byram Parkway
VIII. KEITH HICKS, COUNTY ADMINISTRATOR
A. Authority for County Administrator to apply for LATCF funds ($50,000 for 2022 and $50,000 for 2023) that can be used for public safety services, capital expenditures on core facilities, infrastructure investments, general government operation, or non-federal match or cost sharing requirements unless prohibited by statue or law. These funds are available due to loss tax revenue experienced by counties. Application for this program is open until January 1, 2023
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
B. Approval of request from the National Exchange Club Foundation for the FY 2023 Recreational Funds (District 1) in the amount of $2,016.16 as authorized by HB1744 Regular Session; these funds will be used for the purchase of new helmets for the Richland Softball Team and authority to issue check
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
C. Review of Agendas for November 7, 2022
Supervisor Gaines left the board meeting at 10:58 a.m.
IX. EXECUTIVE SESSION
A. Motion to discuss the need to go into Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Brad Calhoun, President
AYES: Daniel Cross, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT: Steve Gaines
B. Motion to go into Executive Session to discuss personnel
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Brad Calhoun, President
AYES: Daniel Cross, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT: Steve Gaines
Supervisor Gaines returned to the board meeting at 11:00 a.m. Supervisor Morrison left the board meeting at 11:20 a.m.
C. Motion to come out of Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Jared Morrison
D. Outcome of Executive Session
No action taken
X. ADJOURN
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Jared Morrison
This the 3rd Day of November, 2022
Brad Calhoun
BRAD CALHOUN, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS
Larry Swales
LARRY SWALES, CLERK OF THE BOARD
(SEAL)
November 16, 2022
#1859

Attachment: Vardoc November 3, 2022 Minutes (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 23RD DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
NOVEMBER 7, 2022

I. Call to Order
9:00 AM Meeting called to order on November 7, 2022 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees:
Daniel Cross, Supervisor District 2, Present
Steve Gaines, Vice President, Present
Brad Calhoun, 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
Craig Slay, Board Attorney
III. PUBLIC COMMENTS AND RECOGNITION
A. Brett Ishee – Discussion of Fire Truck Grants
IV. CRAIG SLAY, BOARD ATTORNEY
A. Discussion of and potential action to authorize a proposed Fee in Lieu of Taxes Agreement between Rankin County and MENASHA Packaging Company, LLC located in Pelahatchie Industrial Park. Approval to authorize execution of agreement as proposed.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
V. OLD BUSINESS
A. Minutes Approval:
A. October 14, 2022
B. November 3, 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
VI. CONSENT AGENDA
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Brad Calhoun, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
1. APPROVAL OF THE FOLLOWING: Financial Reports
A. Approval of Budget Amendment for the Road Department to transfer between line items, no increase
B. Approval of Budget Amendment for County Extension to transfer between line items, no increase
C. Acknowledgement of receipt of Reservoir Fire Protection District Financial Report for Fiscal Ending September 30, 2022

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 sa 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

MINUTES

NOVEMBER 7, 2022

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

Vol 175 No. 20 on the 23rd day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 23rd day of November, 2022

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

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)

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Attachment: Vardoc November 7, 2022 Minutes (Proof) (18345 : Various Documents)

Agreements, Leases, and Grants
D. Approval for the Rankin County Sheriff's Department to enter into a Memorandum of Agreement with the United States Marshall Service for joint operation in serving active warrants (U.S. Marshall Service will reimburse Officer's overtime up to $5,227.06) and authority for Sheriff to sign documents
E. Acknowledgment of receipt of written notice of Consumer Price Index (CPI) rate increases from Waste Management, Inc., with respect to the monthly charge for roll off dumpsters, household residential waste collection services and household residential disposal services. Authority to issue payment to Waste Management, Inc., for charges for solid waste collection services in amounts that reflect increases in charges caused by CPI rate increases as per contract. CPI rate increases identified herein are made effective October 1, 2022, through September 30, 2023. These rate increases are authorized pursuant to Paragraph 11.02 of the agreement between Rankin County and Waste Management, Inc., that was entered into and made effective on the 1st day of October, 2021. The CPI increase for 2021/2022 as per U.S. Bureau of Labor statistics is 4.9 %, however, the rate increase is capped at 4% per the contract
F. Request approval of Contractual Agreement between Rankin County and Deanco Auctions to sell road equipment and vehicles on November 11, 2022, in Philadelphia, MS
G. Approval of request from the McLaurin High School Touchdown Club for the FY 2023 Recreational Funds (District 3) in the amount of $3,622.00 as authorized by HB1744 Regular Session; these funds will be used for the purchase of new Rae Crowther S-Pop Up Tacklers and authority to issue check contingent upon receipt of required documents
Other
H. Approval of HOLIDAY DECLARATION - Authorization to close county offices in accordance with the Proclamation by the Governor dated October 10, 2022. Holidays are as follows: Thursday, November 24, 2022, in observance of Thanksgiving Day; on Monday, December 26, 2022, in observance of Christmas Day; and on Monday, January 2 2023, in observance of New Year's Day Holiday. In addition, authorization is given at the discretion of executive officers to close on Friday, November 25, 2022, in further observance of the Thanksgiving Holiday; Friday, December 23, 2022, in further observance of Christmas; and to staff their respective agencies as needed during Thanksgiving holiday and Christmas and New Year's season I.
Authority to pay IRS electronically in the amount of $3,676.17 for 2022, additional 2nd quarter tax payment due
J. Consideration of, and potential action to approve, request to subdivide parcel QS-12-20 that requires board authorization as per board minutes of September 15, 2021. Authorization to subdivide parcel that is currently 9.86 acres so that there is a resulting 4-acre parcel with public road frontage. The balance of acreage of the subdivided parcel will be combined with the adjacent parcel to form one lot measuring approximately 18 acres
K. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at Richland Elementary School to assist in removing playground mulch from the parking lot into interior playground areas pursuant to Miss. Code Ann. §19-3-42(4)
L. Acknowledgement of the Rankin County School District (RCSD) Bus Turn Arounds Master List for the 2022-2023 school year and permission to request to repair/construct the school bus driveways and turnarounds (see attached list)
M. Authority of County Administrator to execute notice to appropriate persons associated with the State of Mississippi confirming that the State of Mississippi has notified Rankin County that the real property, including the structure formerly known as the Rankin County Juvenile Detention Facility located at 3550 Hwy 468 W Pearl, MS has reverted to the ownership of the State of Mississippi by virtue of the facility no longer being used as a Juvenile Detention Facility. Authority of County Administrator to notify the County's property and casualty insurance carrier that said property and facility must be removed from the roster of the county's property and casualty insurance program. Authority of County Administrator to formally request refund due to Rankin County, if any, associated with this action
N. Approval of the following to be sworn in as Deputy Clerks: Shannon Tackett, Tine Berryhill, Dale Taylor, Ricky Huerta, William Parker, Jessica Cox, Marissa Shows, and Cheyenne Myers for the purpose swearing in tickets and affidavits for the Rankin County Sheriff's Office for defendants booked into the jail during the hours that Justice Court is closed and approval to remove the authority of all previously approved personnel that have been sworn in as Deputy Clerks for the above purposes
2. AUTHORITY TO ISSUE CHECKS: Dues and Training Conferences
A. Authority to pay 2023 NENA Membership Dues in the amount of $147.00 each for Mike Word and Melissa Bryant and authority to issue check
B. Authority to pay 2023 Mississippi 911 Coordinators Association Membership Dues in the amount of $50.00 each for Mike Word and Melissa Bryant and authority to issue check
C. Authority to pay registration fees and lodging in the amount of $500.00 each for Election Commissioners Tonya Rivers and Kelly Wedgeworth, plus $65.00 for one additional night for Kelly Wedgeworth, to attend the Election Commissioners of Mississippi Annual Certification and Training on January 24 - 26, 2023, in Philadelphia, MS and authority to issue check and pay any travel related expenses
D. Approval of travel request for Mark Faron and Chad Callender to attend the FUSUS training meeting on November 7 - 10, 2022, in Atlanta, GA and authority to pay any travel related expenses
E. Authority to pay the 2023 Mississippi Nursery & Landscape Association, Inc. (MNLA) Membership Dues in the amount of $35.00 for Donna Beliech and authority to issue check
F. Authority to pay any travel related expenses for Board Attorney, Supervisor, and Federal Legislative Consultants to travel to Washington, D.C. during the first week of December 2022
Advertising County Resources
G. Authority to advertise county resources in the amount of $150.00 for a renewal of outfield fence banner with the 2023 Florence High School Fastpitch Softball
Other
H. Authority to pay $1,000.00 through the county payroll a clothing allowance to each plain clothes investigator/staff employed by the Sheriff's Office as authorized by HB#1047 of the 2018 Regular Session, MS Code §19-25-13 (See attached list)
Authority to reimburse Paul Holley in the amount of $53.14 for renewal of registration to handle controlled substances used for animal control with the Mississippi State Board of Pharmacy and authority to issue check
Authority to reimburse Wiltz Cutrer in the amount $15.99 for the renewal of Web Forwarding Services for the County's Domain and authority to issue check
3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:
A. Authority to add items and remove items from the county inventory that is broken for various departments
B. Approval to remove 1-Glock 17 9MM Semi Auto Pistol Serial #BGSX841, Inventory Asset #12920, from the Sheriff's Department Inventory and sell the retiree's weapon to retiring Officer Shannon Penn, retiring October 28, 2022, in compliance of MS Code Ann. §45-9-131
4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:
A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Tommy Hildesheim (New Hire, Certified Detention Officer) at Step 316; Barry Vaughn (Part Time, ADC Administrator) at Step 485; Road Department: Brandon Hester (New Hire, Driver) at Step 320; I.T. Department: Zane Mouchett (New Hire, Systems Administrator) at Step 424; Tax Assessor's Office: David Gunter (Salary Increase) at Step 427; Jeremy Vertucci (Salary Increase) at Step 347; Michelle Young (Salary Increase) at Step 395; Youth Court: Lindsey Bynum (Transfer from JDC, to Youth Court as a Truancy Intake Officer) at Step 354; District Attorney's Office: Alexis Bailey Smith (Recommendation to pay an annual salary increase of $8,600.00, New annual salary commencing November 20, 2022 shall be $45,000.00; One hundred percent of this salary will be reimbursed by D.A. Office)
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 2023 Project Graduation for East Rankin Academy (PDF)
2. b Vardoc Approved Contract from the Office of State Aid Road Construction (SAP-61(18)M)(PDF)
3. c Vardoc Award of Contract from the Office of State Aid Road Construction (SAP-61(18)M) (PDF)
4. d Vardoc Claims Docket August 16 - September 15, 2022 (Proof) (PDF)
5. e Vardoc Claims Docket October 1 - 15, 2022 (Proof) (PDF)
6. f Vardoc Claims Docket September 16 - 30, 2022 (Proof) (PDF)
7. g Vardoc Executed Delta Computer Systems, Inc. Annual Computer Software Support Agreement for FY 2023 (PDF)
8. h Vardoc Executed Premium Pay Entity Affidavit (PDF)
9. i Vardoc Lift of Audit Suspension by the Mississippi Department of Transportation (PDF)
10. jVardoc FY21 Audit from the Office of the State Auditor (DRAFT) (PDF)
11. k Vardoc Minutes September 6, 2022 (Proof) (PDF)
12. lVardoc Notice of Zoning Hearing for Corey Sanders (Proof) (PDF)
13. m Vardoc Notice of Zoning Hearing for Family Dollar Tree (Proof)(PDF)
14. n Vardoc Notice of Zoning Hearing for Kevin Myers (Proof) (PDF)
15. o Vardoc Notice of Zoning Hearing for Leonard Busby (Proof)(PDF)
16. p Vardoc October Monthly Project Status Report from Engineering Services (PDF)
17. q Vardoc Owner and Contractor Agreement for Florence Library Re-Roof (PDF)
18. r Vardoc September 15, 2022 Minutes (Proof) (PDF)
19. s Vardoc September 29, 2022 Minutes (Proof) (PDF)
20. t Vardoc VDCI October Report (PDF)
21. u Vardoc Veterans Service Officer Monthly Activity Report for October 2022 (PDF)
22. v Vardoc Zoning Ordina Amedment for Portion of Parcel H2 (Proof) (PDF)
VII. JOHN SULLIVAN, TAX ASSESSO
A. Petitions for change of assessm on 2021 Real and Personal Prope Assessment Roll
RESULT: ADOPTED [UNANIMOI
MOVER: Daniel Cross, Supervisor Dist 2
SECONDER: Steve Gaines, Vice Presid
AYES: Cross, Gaines, Calhoun, Morris Bishop
B. Petitions to AdjustExemption on 2 Homestead Exemption Supplemental I
RESULT: ADOPTED [UNANIMOI
MOVER: Daniel Cross, Supervisor Dist 2
SECONDER: Steve Gaines, Vice Presid
AYES: Cross, Gaines, Calhoun, Morris Bishop
C. Authority to pay 2023 IA. Membership Dues in the amount $410.00 for John Sullivan and authority issue check
RESULT: ADOPTED [UNANIMOI
MOVER: Daniel Cross, Supervisor Dist 2
SECONDER: Steve Gaines, Vice Presid
AYES: Cross, Gaines, Calhoun, Morris Bishop
VIII. CAROLINE GILBERT, T COLLECTOR
A. Approval of travel request Caroline Gilbert to attend the 2(Mississippi Association of Collectors a Assessor's Fall Conference on Novem 14 - 16, 2022, in Cleveland, MS and auth ity to pay any travel related expenses
RESULT: ADOPTED [UNANIMOI
MOVER: Daniel Cross, Supervisor Dist 2
SECONDER: Jared Morrison, Supervi District 1
AYES: Cross, Gaines, Calhoun, Morris Bishop
B. Authority for the Tax Collector contract for Professional Services w Peregrine Services, Inc. for mailing Rankin County Tax Bills for a period three years
RESULT: ADOPTED [UNANIMOI
MOVER: Daniel Cross, Supervisor Dist 2
SECONDER: Jared Morrison, Supervi District 1
AYES: Cross, Gaines, Calhoun, Morris Bishop
IX. BRIGETTE HERRING, PURCHA CLERK
A. Sole Source Approval ColumbiaSoft Corporation for Docum Locator Software License Subscription
RESULT: ADOPTED [UNANIMOI
MOVER: Brad Calhoun, Presid
SECONDER: Jared Morrison, Supervi District 1
AYES: Cross, Gaines, Calhoun, Morris Bishop
B. Approval of Electronic Bid Servi Agreement with Central Bidding (Central Auction House)
RESULT: ADOPTED [UNANIMOI
MOVER: Jay Bishop, Supervisor Distri
SECONDER: Steve Gaines, Vice Presid
AYES: Cross, Gaines, Calhoun, Morris Bishop
C. Approval of Copier Contract w Ricoh, USA, Inc. for the Unit Systen
RESULT: ADOPTED [UNANIMOI
MOVER: Steve Gaines, Vice Presid
SECONDER: Jay Bishop, Supervi District 5
AYES: Cross, Gaines, Calhoun, Morris Bishop

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X. MIKE HARRISON, ROAD MANAGER
A. Road Work Accomplished for September 2022 and Road Work Scheduled for October 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
B. Request for approval of Windstream Utility Permit No. ws703722013 to construct a New Pole to be installed between Wesleyanna Street and Mangum Drive (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
C. Request for approval of Fannin Water Association Utility Permit No. 2018-030-02 to construct a Water Line along/across HWY 471 to be installed between Highway 471 and Stull Road (District 2)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
D. Request for approval of AT&T Utility Permit No. A02ESNZ to construct a Fiber Optic Cable along/across Fannin Landing Circle to be installed between Flowers Lane and Belle Chasse Drive (District 2) Approval contingent upon AT&T releasing and waiving any right to claim damages against Rankin County for any alleged damage to infrastructure located in the county right of way.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
E. Request for approval of AT&T Utility Permit No. A02FRY5 to construct a Fiber Optic Cable along/across Clover Valley Boulevard and Wild Rose Lane (District 4) Approval contingent upon AT&T releasing and waiving any right to claim damages against Rankin County for any alleged damage to infrastructure located in the county right of way.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
F. Request for approval of Comcast Utility Permit No. JB0001212920 to construct a Buried Fiber Cable at 106 Village Square Drive (District 5)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
XI. TIM PARKER, COUNTY CONSULTING ENGINEER
A. SAP 61(18)M - Acknowledgement of receipt of construction change request allowing for use of alternative pavement material as that called for in the original construction specifications
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
B. SAP 61(19)M - Approval of Subcontracts: (1) Road Pro Safety, Inc.; (2) American Field Service Corporation; (3) Traffic Control Products Co., Inc.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
C. New Haven, Phase 2 - Approval of Preliminary Plat with acknowledgement that during the preparation of the Construction Drawings, the Developer will establish base flood elevations in the Zone A Flood Zone shown adjacent to the proposed lots and field verify the wetlands shown adjacent to the proposed lots
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
D. Pisgah Place - Approval of Final Plat and LOC in the amount of $144,460.80 (District 4) Approval contingent upon receipt of the Letter of Credit (LOC)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
E. Northshore Landing, Phase 5 - Approval of Final Plat and LOC in the amount of $191,556.64 (District 2)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jay Bishop, Supervisor District 5
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
F. Gunter Road Improvements Phase 1 - Approval of Pay Application No. 2 to Hemphill Construction Company, Inc in the amount of $320,390.13 and authority to issue check (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
G. Authority to Advertise - Gunter Road Improvements Phase 2 (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
XII. CRAIG SLAY, BOARD ATTORNEY
SET PUBLIC HEARINGS:
A. Set Public Hearing for November 15, 2022, at 9:00 a.m. for Busby Outdoors, LLC. Dimensional Variance Request, 1307 Old Fannin Road (District 2)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
B. Set Public Hearing for November 15, 2022, at 9:00 a.m. for Corey Smith, Executive Holdings, LLC. Dimensional Variance Request, 755 Highway 468 (District 3)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
C. Set Public Hearing for November 15, 2022, at 9:00 a.m. for Corey Sanders Conditional Use Permit, 7217 Highway 25 (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
PUBLIC HEARINGS:
D. Public Hearing for Kevin Myers Rezoning Request, Erlich Road & Saddle Ridge Drive (District 1)
Action on Kevin Myers
Board Attorney, Craig Slay, opened the public hearing.
The following spoke in opposition:
Edie Amons, residing at 363 Cedar Wood Dr. (Adjacent property owner) Hearing no further comment, Mr. Slay closed the public hearing.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
OTHER
E. Authorization for Board President, County Administrator or appropriate Rankin County Youth Court personnel to execute Memorandum of Understanding between Rankin County Youth Court and Correctional Counseling of Mississippi (Court Watch) to provide Substance Use Disorder counseling services. This agreement is further to a grant award that pays for such services and the agreement is contingent upon available grant funding. There is no financial obligation upon Rankin County independent of available grant funding
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
F. Authorization of Board President to execute Memorandum of Understanding between Family Drug Court (Rankin County Youth Court) and Turning Point for special counseling services related to a program funded through federal grant monies made available to Rankin County Youth Court. There is no obligation for separate funding to be provided by Rankin County in support of this program or the services provided. The program and services provided are contingent upon available grant funding
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Brad Calhoun, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
G. Authorization of Board President to execute Memorandum of Understanding between Rankin County Youth Court and Born Free and New Beginnings Catholic Charities, Inc., to provide family drug court related substance abuse treatment pursuant to a federally funded grant program awarded to Rankin County Youth Court. Obligation to fund services pursuant to the MOU is contingent upon available grant funding. The MOU terminates if grant funding is not available
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
H. Motion to add "Authorization of Board President to execute Memorandum of Understanding between Rankin County Youth Court and Harbor House Chemical Dependency" to the agenda
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
I. Authorization of Board President to execute Memorandum of Understanding between Rankin County Youth Court and Harbor House Chemical Dependency, to provide family drug court related substance abuse treatment pursuant to a federally funded grant program awarded to Rankin County Youth Court. Obligation to fund services pursuant to the MOU is contingent upon available grant funding. The MOU terminates if grant funding is not available
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
J. Request approval of ad valorem tax exemption requests for 2022 tax year: Grove Services, Inc. (Freeport)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
K. Consideration of and potential action regarding developer request to amend the 2018 Flowood Town Center tax increment financing plan. Approval for Board President to execute Resolution of Intent and Authority to issue public notice for the hearing to be set on December 5, 2022 at 9:00 a.m.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
L. Consideration of and potential action to authorize preparation of application for federal funding related to grade separation, Florence- Byram Parkway
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
M. Authorization to Publish Notice of Requests for Qualifications in Rankin County News for Professional Services Related to I-20 Connector Loop Project
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
XIII. KEITH HICKS, COUNTY ADMINISTRATOR
A. Rankin County Community Services Renovation - Authority to pay JH&H Architects, Planners, Interiors, PA, Invoice 22-0186 for Architectural Services in the amount of $2,000.00 and authority to issue check
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
B. Approval for Rankin County to accept a 30-month Lease Purchase Financing Agreement with Trustmark Bank for the purchase of one (1) New Kenworth T480 Tandem Dump Truck (Black) at an interest rate of 4.33% with a $90,000 buyback, and authority to execute documents
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Brad Calhoun, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

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C. Bid Opening and Potential Action on private sale pursuant to Miss. Code Ann. Section 17-25-25(2) of the following Fire Trucks: One (1) 2009 E One - International Regular Cab One (1) 2009 E One - International Crew Cab One (1) 2001 E One - GMC Regular Cab Authority to accept bid received from Deep South Fire Trucks in the amount of $190,000.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
XIV. 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, President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
B. Motion to go into Executive Session to discuss potential litigation
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
C. Motion to come out of Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
D. Outcome of Executive Session
No action taken
XV. ADDITIONAL BUSINESS TO BE DISCUSSED
A. Discussion regarding the possibility for emergency fuel purchases
B. Update on Palo Verde subdivision
XVI. Motion to Recess Until November 15, 2022 at 9:00 a.m.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop
This the 7th Day of November, 2022
Brad Calhoun
BRAD CALHOUN, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS
Larry Swales
LARRY SWALES, CLERK OF THE BOARD
(SEAL)
November 23, 2022
#1893

Attachment: Vardoc November 7, 2022 Minutes (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 19TH DAY OF OCTOBER, 2022, personally came Marcus Bowers, publisher of the Rankin County Nev

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 prio 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

MINUTES

OCTOBER 3, 2022

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

Vol 175 No. 15 on the 19th day of October, 2022

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
OCTOBER 3, 2022

I. Call to Order
9:00 AM Meeting called to order on October 3, 2022 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees:
Daniel Cross, Supervisor District 2, Absent
Steve Gaines, Vice President, Present
Brad Calhoun, President, Present
Jared Morrison, Supervisor District 1, Absent
Jay Bishop, Supervisor District 5, Present
Larry Swales, Chancery Clerk, Present
Craig Slay, Board Attorney, Present
Keith Hicks, Board Administrator, Present
II. INVOCATION
Craig Slay
III. PUBLIC COMMENTS
A. Dr. Kenneth Hardy (124 Campbell Cv) approached the board with concerns regarding the drainage of Campbell Lake
B. Mark Moody (1566 Old Lake Rd) approached the board with concerns regarding the drainage of Campbell Lake
IV. OLD BUSINESS
A. Minutes September15, 2022
September 29, 2022
APPROVAL
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
V. CONSENT AGENDA
The following two items were removed from the consent agenda as part of this motion and were later added to Section IX:
"Approval to amend Legal Services Agreement dated January 4, 2016, between Rankin County Board of Supervisors and Palmer and Slay, PLLC to adjust hourly rate to $175 effective October 1, 2022"
"Approval to amend Legal Services Agreement dated May 26, 2016, between Rankin County Board of Supervisors and Brunini, Grantham, Grower and Hewes, PLLC to adjust attorney hourly rate to $350 and paralegal hourly rate to $140 effective September 1, 2022"
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
1. APPROVAL OF THE FOLLOWING: Financial

Marcus Bowers
MARCUS BOWERS, Publisher

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 2[illegible] FRANCES CONGER Commission Expires Jan. 25, 2026 RANKIN COUNTY

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 19th day of October, 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)

2,824 words at .12 each	$338.88
Proof of Publication	NC
TOTAL	**$338.88**

Attachment: Vardoc October 3, 2022 Minutes (Proof) (18345 : Various Documents)

1. APPROVAL OF THE FOLLOWING:
Financial
A. Approval to Appoint Thomas Harris to the Reservoir Fire Protection District Board of Directors to Fill the Unexpired Term of Kelly Elliott
Agreements and Leases
B. Approval for the Rankin County Sheriff's Department to enter into a License Agreement with the Mississippi Transportation Commission, by and through the Executive Director of the of Mississippi Department of Transportation, for access of the MDOT Traffic Cameras Distribution Network for the Sheriff's "FUSUS" network feed and authority for Sheriff to sign documents
C. Request approval of Assignment of Residential Leasehold Interest Contract for Sixteenth Section Lands between Rankin County Board of Education and the Rankin County School District (Lessors) do hereby sell, convey, and warrant unto Jervon Harris (Lessee)
Other
D. Authority to lift restrictive covenants dated August 6, 2021, and recorded in Deed Book 2021 at Pages 19862-19870 in the Office of the Rankin County Chancery Clerk to allow for ONE additional lot being 4 acres as described in the attached Exhibit "A." Authority of Board President to execute appropriate instrument indicating assent to lifting of restrictive covenants suitable for recordation in the land records maintained by the Office of the Rankin County Chancery Clerk
2. AUTHORITY TO ISSUE CHECKS:
Dues and Training Conferences
A. Authority to pay registration fees in the amount of $375.00 each for James Rayborn and AJ Dimartino to attend the Taser Energy Weapon Instructor Certification Course on November 15, 2022, in Lowndes County and authority to issue check and pay any travel related expenses
B. Authority to pay the 2023 Mississippi Bar Dues in the amount of $360.00 for Assistant Prosecutor Trey Spillman and authority to issue check
C. Authority to pay the 2023 Mississippi Bar Dues in the amount of $360.00 for Paul Holley, Sheriff's Department Legal Counsel, and authority to issue check
D. Approval of travel request for six Sheriff's Department employees to attend the 2022 Winter Conference on December 5 - 9, 2022, in Biloxi, MS and authority to pay any travel related expenses
Advertising County Resources
E. Authority to advertise county resources for the 2022-2023 School Year Project Graduation for all Rankin County Schools not to exceed $2,000.00 and authority to issue checks upon request received from each school starting October 3, 2022
F. Authority to advertise county resources in the amount of $250.00 for the 7th Annual Rankin County Bucking Bronc Bash and authority to issue check
Other
G. Request authority to issue check to the Rankin County Livestock Association for Premiums and Expenses for the 2022 Rankin County Horse and Poultry Shows in the amount of $6,350.00
H. Authority to issue check in the amount of $25,851.50 to Puckett Volunteer Fire Department for additional support
I. Authority to issue check to the U.S. Postal Service in the amount of $23,527.94 to replenish Permit #44 for the Voter Registration mail out cards
3. Authority to approve the following Inventory Changes:
A. Approval of the following Inventory Changes to add items, remove items from the county inventory that are broken; authority to transfer items interdepartmental (See attached)
4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:
A. Authority to approve the following Personnel Recommendations: FY23 Annual Salaries (See Attachment); Sheriff's Department: Jimmy Allen (Promotion to Certified Detention Officer) at Step 314; LaKisha Anderson (Promotion to Certified Detention Officer) at Step 314; Courtney Burnside (New Hire, Non-Certified Detention Officer) at Step 301; Chad Callender (New Hire, Part-time FUSUS Coordinator) at Step 460; Krystin Grant (New Hire, Certified Detention Officer in ADC) at Step 320; Robert Randall Gray (Salary Increase to Match Promotion to Undersheriff) at Step 502; Heath Grice (New Hire, Certified Patrol Deputy) at Step 376; Ken McBroom (Part Time, Chief Deputy of Operations) at Step 511; Quantavious Powell (New Hire, Non-Certified Detention Officer in ADC) at Step 301; Melvin Ratcliff (Promotion to Certified Detention Officer) at Step 314; Rhonda Spangler (Promotion to Certified Detention Officer) at Step 314; Heath Stuart (Promotion to Certified Detention Officer) at Step 314; Brady White (New Hire, Non-Certified Detention Officer in ADC) at Step 301; Road Department: Charles McWilliams (New Hire, Driver) at Step 301; Malcolm Porter (New Hire, Laborer) at Step 301; Matthew Smith (New Hire, Laborer) at Step 287; Gabriel Sumler (New Hire, Laborer) at Step 287; Board of Supervisors: Rodney Holder (New Hire, Grants Coordinator) at Step 385; I.T. Department: Barry Jackson (Promotion to I.T. Deputy Director) at Step 459; Circuit Clerk's Office: Donna Cloud (Salary Increase) at Step 336; Kirby Henderson (Salary Increase) at Step 384; Kim Jamison (Salary Increase) at Step 371; Allayna Jolley (Salary Increase) at Step 334; Vicki Wilson (Salary Increase) at Step 361;
5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES
A. Various Documents
1. a Vardoc 20th Circuit Court Order Court Terms for 2023 (PDF)
2. b Vardoc 811 Affiliate Membership Application & Agreement (PDF)
3. c Vardoc 2023 Project Graduation for Brandon High School (PDF)
VI. CAROLINE GILBERT, TAX COLLECTOR
A. Approval of the Year End Reports from Tax Collector:
Insolvent and Delinquent Taxpayers:
Real property sold to state $900,465.39
Mobile Homes $45,843.20
Personal Property $399,538.27
Checks returned from insufficient funds: $12,431.88
List of surrendered Tags
October 1, 2021 - September 30, 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jay Bishop, Supervisor District 5
ABSENT: Daniel Cross, Jared Morrison
VII. JOHN SULLIVAN, TAX ASSESSOR
A. Petitions for change of assessment on 2022 Real Property Assessment Rolls
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
B. Petitions to adjust 2022 Homestead Exemption Supplemental Roll
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
C. Approval of Final Resolution for Ad Valuerem Tax Exemptions for the 2022 Tax Year: Goodwill Industries of Mississippi - Pearl; Ever Reaching Community Outreach - Pelahatchie; Mississippi Lottery - Flowood; PIAM, LLC dba Sheraton Flowood; Southwest Airlines Co - Flowood; Wesco Distribution, Inc. - Richland
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
D. Authority to accept the quote from Delta Computer Systems, Inc. on Delta's Custom Development of Laser Form Printing for three (3) Sales Ration Forms and Professional Services in the amount of $3,600.00
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
E. Request to void the 2020 Tax Sale for Parcel Number F10F-4 (PIN 16469) due to erroneous assessment of the aforementioned parcel and refund any tax sale purchaser
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
F. Authority to pay registration fees in the amount of $150 and lodging in the amount of $204 for Mark Wroten to attend the IAAO Fall Workshop Desktop Appraising for continuing education and authority to issue checks and pay any travel related expenses
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Brad Calhoun, President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
G. Authority to pay registration fees in the amount of $400 and lodging in the amount of $306 for Kristy Lewis to attend the IAAO Fall Workshop 15 hr USPAP Course for continuing education and authority to issue checks and pay any travel related expenses
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
H. Authority to pay registration fees in the amount of $525 and lodging in the amount of $306 for Lance Cooper to attend the MACA Fall Conference and authority to issue check and pay any travel related expenses
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Brad Calhoun, President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
VIII. MIKE HARRISON, ROAD MANAGER
A. Road Work Accomplished for August 2022 and Road Work Scheduled for September 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
B. Authority to add "Approval of declaration of local emergency due to inadequate supply of asphalt and related road materials caused by supply chain failures. Authorization for Purchase Clerk to issue purchase orders to any supplier of asphalt or aggregate or other materials necessary to carry out all road department responsibilities. Authority to pay all invoices received following delivery of all materials ordered. This emergency is justified in order to open roads currently closed to public traffic due to necessary repairs, to prevent the incurring of additional costs to the county for failure to have asphalt and other material available in a timely manner, and to provide for the health, safety and welfare of citizens of Rankin County. This emergency declaration is made effective on October 3, 2022, at 9:00 A.M. and shall remain in place until the sooner of (1) the action of the Board to end the emergency declaration; (2) the adoption by the Board of a commodity bid award for asphalt and related materials; or (3) December 31, 2022"
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Brad Calhoun, President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
C. Approval of declaration of local emergency due to inadequate supply of asphalt and related road materials caused by supply chain failures. Authorization for Purchase Clerk to issue purchase orders to any supplier of asphalt or aggregate or other materials necessary to carry out all road department responsibilities. Authority to pay all invoices received following delivery of all materials ordered. This emergency is justified in order to open roads currently closed to public traffic due to necessary repairs, to prevent the incurring of additional costs to the county for failure to have asphalt and other material available in a timely manner, and to provide for the health, safety and welfare of citizens of Rankin County. This emergency declaration is made effective on October 3, 2022, at 9:00 A.M. and shall remain in place until the sooner of (1) the action of the Board to end the emergency declaration; (2) the adoption by the Board of a commodity bid award for asphalt and related materials; or (3) December 31, 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Brad Calhoun, President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
IX. CRAIG SLAY, BOARD ATTORNEY
Public Hearings:
A. Donnell & Sandra Warren Rezoning Request, 4428 Highway 49 S. (District 3) Action on Donnell & Sandra Warren Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
Other:
B. Discussion of and potential action on Vivian and Fred Moore Nuisance Property, 576 Holifield Circle (District 3) Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr.
C. Authority to add "Approval to amend Legal Services Agreement dated January 4, 2016, between Rankin County Board of Supervisors and Palmer and Slay, PLLC to adjust hourly rate to $175 effective October 1, 2022"
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
D. Authority to add "Approval to amend Legal Services Agreement dated May 26, 2016, between Rankin County Board of Supervisors and Brunini, Grantham, Grower and Hewes, PLLC to adjust attorney hourly rate to $350 and paralegal hourly rate to $140 effective September 1, 2022"
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
E. Approval to amend Legal Services Agreement dated January 4, 2016, between Rankin County Board of Supervisors and Palmer and Slay, PLLC to adjust hourly rate to $175 effective October 1, 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
F. Approval to amend Legal Services Agreement dated May 26, 2016, between Rankin County Board of Supervisors and Brunini, Grantham, Grower and Hewes, PLLC to adjust attorney hourly rate to $350 and paralegal hourly rate to $140 effective September 1, 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
X. KEITH HICKS, COUNTY ADMINISTRATOR
A. Authority to publish detailed Revenue and Expense report for Solid Waste for Fiscal Year 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
B. Authority to publish Board of Supervisor's travel for Fiscal Year 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
XI. EXECUTIVE SESSION
A. Motion to Discuss the Need for an Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Brad Calhoun, President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
B. Motion to Go into an Executive Session for Litigation
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Brad Calhoun, President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
C. Motion to Come out of the Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
D. Motion to Outcome of Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
No action taken
XII. ADDITIONAL BUSINESS TO BE DISCUSSED
A. Authority to Add "Approval of a ban of the sale or distribution of Delta 8 and Kratom products across all of unincorporated Rankin County"
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
B. Approval of a ban of the sale or distribution of Delta 8 and Kratom products across all of unincorporated Rankin County
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, President
SECONDER: Steve Gaines, Vice President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
XIII. RECESS UNTIL OCTOBER 14, 2022 AT 9:00 A.M.
A. Motion to Recess Until October 14, 2022 at 9:00 A.M.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, President
AYES: Steve Gaines, Brad Calhoun, Jay Bishop
ABSENT: Daniel Cross, Jared Morrison
This the 03th Day of October, 2022
Brad Calhoun
BRAD CALHOUN, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS
Larry Swales
LARRY SWALES, CLERK OF THE BOARD
(SEAL)
October 19, 2022
#1565

Attachment: Vardoc October 3, 2022 Minutes (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

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

MINUTES

OCTOBER 14, 2022

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

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 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)

2,767 words at .12 each	$332.04
Proof of Publication	NC
TOTAL	$332.04

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

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
OCTOBER 14, 2022

I. Call to Order
9:00 AM Meeting called to order on October 14, 2022 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees:
Daniel Cross, Supervisor District 2 Present
Steve Gaines, Vice President, Present
Brad Calhoun, President, Absent
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
Board Attorney, Craig Slay
III. PUBLIC COMMENTS AND RECOGNITION
A. Risk Management Partners, Inc.– Guy Warren and Paul Megginson - Discussion of Insurances
Supervisor Morrison left the board meeting at 9:12 a.m.
B. Carl Franco - Discussion of and potential action on awarding Florence Library Re-roofing. Approval to award the re-roofing project to Iron Creek Custom Homes, LLC., in the amount of $55,875.62, as recommended by JH&H Architects.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Jay Bishop
ABSENT: Brad Calhoun, Jared Morrison
Supervisor Morrison returned to the board meeting at 9:16 a.m.
IV. OLD BUSINESS
A. Minutes Approval: October 3, 2022
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun
V. CONSENT AGENDA
RESULT: ADOPTED [3 TO 1]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Steve Gaines, Vice President
AYES: Daniel Cross, Steve Gaines, Jared Morrison
NAYS: Jay Bishop
ABSENT: Brad Calhoun
1. APPROVAL OF THE FOLLOWING:
Financial Reports

Attachment: Vardoc October 14, 2022 Minutes (Proof) (18345 : Various Documents)

A. Approval of claims docket in the amount of $4,966,856.21
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 September 2022
C. Approval of Budget Amendment for an increase in the Sheriff's Department for insurance proceeds received to repair Asset #12419 in the amount of $5,900.00
D. Approval of Budget Amendment for the Maintenance department to transfer between line items, no increase
E. Approval of Budget Amendment for the County Attorney to transfer between line items, no increase
Appointments
F. Approval to appoint Ronnie Short to the V Lakes Utility District Board of Directors, replacing Charles Hathcock
Grants & Agreements
G. Authority for the Rankin County Sheriff's Department to enter into a State and Local Task Force Agreement with Drug Enforcement Administration and authority for the Sheriff to execute documents
H. Authority for Youth Court to accept the SAMHSA Grant in the amount of $399,631.00/year, beginning September 30, 2022 and ending on September 27, 2027, and authority for the Board President to execute documents
I. Authority for Youth Court to accept the Juvenile OJJDP Grant in the amount of $750,000.00, beginning October 1, 2022 and ending on September 30, 2026, and authority for the Board President to execute documents
J. Authority for Youth Court to accept the Family OJJDP Grant in the amount of $653,757.00, beginning October 1, 2022 and ending on September 30, 2025, and authority for the Board President to execute documents
K. Request approval of Assignment of Residential Leasehold Interest Contract for Sixteenth Section Lands between Rankin County Board of Education and the Rankin County School District (Lessors) do hereby sell, convey, and warrant unto Jessie Lee Smith (Lessee)
Other
L. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at Steen's Creek Elementary School to assist in repairing asphalt in the car rider line pursuant to Miss. Code Ann. §19-3-42(4)
M. Acknowledgment that former Rankin County Human Resource Agency employee, Rodney Holder, is eligible to transfer both sick leave and personal leave reflected as a part of his employment with Rankin County Human Resource Agency so that his sick leave and personal leave balances are reflected as part of his employment with Rankin County
2. AUTHORITY TO ISSUE CHECKS:
Dues and Training Conferences
A. Authority to pay registration fees in the amount of $110.00 each for Heather Jennings and Donna Beliech to attend the ServSafe Re- Certification Class and authority to issue check
B. Authority to pay MEAFCS Mississippi Affiliate Membership Dues in the amount of $120.00 for Natasha Haynes and authority to issue check
C. Authority to pay Epsilon Sigma Phi (ESP) Membership Dues in the amount of $75.00 each for Heather Jennings, Donna Beliech, and Natasha Haynes and authority to issue check
D. Authority to pay Professional Arborist Association of Mississippi Membership Dues in the amount of $25.00 for Donna Beliech and authority to issue check
E. Authority to pay registration Fees in the amount of $300.00 each for Ricky Huerta, Suzanne Ainsworth, and William Parker to attend the Advanced Dispatch Supervisor course on November 28 - 29, 2022, in Florence, MS and authority to issue check and pay any travel related expenses
F. Authority to pay registration Fees in the amount of $150.00 each for Haley Butler and Faith Adams to attend the Stress Management course on November 15, 2022, in Hazlehurst, MS and authority to issue check and pay any travel related expenses
G. Authority to pay registration Fees in the amount of $150.00 for Sierra Latendress to attend the Crisis Call Handling course on November 14, 2022, in Hazlehurst, MS and authority to issue check and pay any travel related expenses
H. Authority to pay 2022-2023 Annual Membership dues in the amount of $3,400.00 to the Mississippi Association of Supervisors and authority to issue check
I. Authority to pay registration fees in the amount of $200.00 each and lodging in the amount of $447.30 & 452.85 for Brian Measells and Spencer Kornegay to attend the Building Officials Association of Mississippi Winter Conference on November 30 - December 2, 2022, in Natchez and authority to issue checks and pay any travel related expenses
J. Approval of travel request for Victoria Sebren to attend the Crime Stoppers Training Conference on November 10 - 15, 2022, in Orlando, Florida and authority to pay any travel related expenses
Advertising County Resources
K. Authority to advertise county resources in the amount of $250.00 with the Northwest Rankin High School Band Boosters for a Half- Page Color Ad in the 6A State Marching Band Championship Program and authority to issue check
Other
L. Authority to reimburse Wiltz Cutrer in the amount $29.98 for the renewal of Private Registration Services for the County's Domain and authority to issue check
3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:
A. Approval of the following Inventory Changes to remove items from the county inventory and to declare items as surplus to transfer items as a Inter Governmental Sale at No Cost (See attached)
B. Authority to remove equipment from the Sheriff's Department Inventory, declare equipment surplus property and transfer items to the Mendenhall Police Department as an Intergovernmental sale at no cost. Pursuant to Mississippi Code Annotated §31-7-13 (2006 Chevrolet Tahoe, VIN# 1GNEK13T96R169621 - Inventory No. 7240)
C. Approval to remove 1-Glock 17 9MM Semi Auto Pistol Serial #BGSX829, Inventory Asset #12058, from the Sheriff's Department Inventory and sell the retiree's weapon to retiring Officer Billy Luke, retiring December 17, 2022, in compliance of MS Code Ann. §45-9-131
D. Approval to remove 1-Glock 17 9MM Semi Auto Pistol Serial #BGSX882, Inventory Asset #12110, from the Sheriff's Department Inventory and sell the retiree's weapon to retiring Officer Tommy Moss, retiring December 31, 2022, in compliance of MS Code Ann. §45-9-131
E. Approval to remove 1-Glock 17 9MM Semi Auto Pistol Serial #BGSX833, Inventory Asset #12062, from the Sheriff's Department Inventory and sell the retiree's weapon to retiring Officer Craig Williams, retiring December 1, 2022, in compliance of MS Code Ann. §45-9-131
F. Approval to remove 1-Glock 17 9MM Semi Auto Pistol Serial #BGSX843, Inventory Asset #12922, from the Sheriff's Department Inventory and sell the retiree's weapon to retiring Officer Hal Hutson, retiring December 16, 2022, in compliance of MS Code Ann. §45-9-131
4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:
A. Sheriff's Department: Breanna Ball (Promotion to Certified Detention Officer) at Step 314; Sonya Mills (New Hire, Certified Detention Officer) at Step 345; Kendall Moore (Transfer to Dispatch) at Step 301; Ronnie Moore (Promotion to Lieutenant on Patrol) at Step 424; Luke Stickman (Promotion to Corporal on Patrol) at Step 368; Darian Tobias (Promotion to Sergeant on Patrol) at Step 386; Road Department: Rodney Lofton (New Hire, Driver) at Step 320; District Attorney's Office: Barrick Fortune (Investigator, Recommendation to Pay Annual Salary of $63,000.00 commencing October 16, 2022; One hundred percent of this salary including benefits will be reimbursed by D.A. Office); Community Development: Troy Clark (New Hire, Building Inspector) at Step 377;
5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES
A. Various Documents
1. a Vardoc 2023 Project Graduation for McLaurin High School (PDF)
2. b Vardoc 2023 Project Graduation for Puckett High School (PDF)
3. c Vardoc Board of Supervisors Travel Expense Report for FY22 (Proof) (PDF)
4. d Vardoc Department of Revenue's Order for Real & Personal Assessment Rolls for 2022 (PDF)
5. e Vardoc Public Notice of 2021 Audit of Rankin County (Proof) (PDF)
6. f Vardoc Revenue & Expensitures Report of Garbage & Rubbish Disposal (Proof) (PDF)
7. g Vardoc Veterans Service Officer Monthly Activity Report for September 2022 (PDF)
8. h Vardoc Letter from Dept. of Revenue Regarding Gulf South (PDF)
VI. JOHN SULLIVAN, TAX ASSESSOR
A. Petitions for change of assessment on 2022 Real Property Assessment Rolls
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun
B. Petitions to adjust 2022 Homestead Exemption Supplemental Roll
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun
C. Request to void the 2022 Ta
for Parcel Numbers E10L-3-1150
12514), E10L-3-1160 (PPIN 12515
E10L-3-1230 due to erroneous asse
of the aforementioned parcels and
any tax sale purchaser and request
corrected tax statement for the 202
be generated by the Tax Collector's
for the aforementioned parcels
RESULT: ADOPTED [UNANI
MOVER: Daniel Cross, Supervisor
2
SECONDER: Jared Morrison, Sup
District 1
AYES: Daniel Cross, Steve Gaine
Morrison, Jay Bishop
ABSENT: Brad Calhoun
D. Authority to pay IAAO Mem
Dues in the amount of $240.00 ea
Lance Cooper and Kristy Lew
$410.00 for David Gunter and au
to issue checks
RESULT: ADOPTED [UNANI
MOVER: Daniel Cross, Supervisor
2
SECONDER: Jared Morrison, Sup
District 1
AYES: Daniel Cross, Steve Gaines
Morrison, Jay Bishop
ABSENT: Brad Calhoun
E. Authority to pay registration
the amount of $175.00 and lodging
amount of $204.00 for David Gu
attend the IAAO Fall Workshop D
Appraising for continuing educati
authority to issue checks and pa
travel related expenses
RESULT: ADOPTED [UNANI
MOVER: Daniel Cross, Supervisor
2
SECONDER: Jared Morrison, Sup
District 1
AYES: Daniel Cross, Steve Gaines
Morrison, Jay Bishop
ABSENT: Brad Calhoun
F. Authority to amend previous
for Lance Cooper to attend the
Fall Conference to include an add
two nights in the amount of $204.
authority to issue check and pa
travel related expenses
RESULT: ADOPTED [UNANI
MOVER: Daniel
Supervisor District 2
SECONDER: Jared Morrison, Sup
District 1
AYES: Daniel Cross, Steve Gaines
Morrison, Jay Bishop
ABSENT: Brad Calhoun
VII. BRIGETTE HERRING, PURC
CLERK
A. Authority to Advertise for
Annual Term Bids for the Unit Syst
1. Asphalt
2. Metal Culverts
3. Polypropylene Culverts
4. Scrub Seal, Slurry Seal, Micro-Su
and Micro-Surfacing (Modified)
5. Crushed Aggregates
6. Gravel
7. Soil Stabilization
8. Polyurethane Foam Applicatio
Curb and Gutter Removal/Replace
RESULT: ADOPTED [UNANI
MOVER: Jay Bishop, Supervisor Di
SECONDER: Jared Morrison, Sup
District 1
AYES: Daniel Cross, Steve Gaines
Morrison, Jay Bishop
ABSENT: Brad Calhoun

Attachment: Vardoc October 14, 2022 Minutes (Proof) (18345 : Various Documents)

B. Authority to Request Proposals for Pest Control Services of Rankin County Buildings
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

VIII. MIKE HARRISON, ROAD MANAGER

A. Request for approval of Comcast Utility Permit No. JB0001200083 to construct an Underground Cable along/across Mickie Drive to be installed between Hillcrest Place and Burch Road (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Vice President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

IX. CRAIG SLAY, BOARD ATTORNEY

SET PUBLIC HEARINGS:

A. Set Public Hearing for November 3, 2022, at 9:00 a.m. for Sandra Temple Nuisance Property, 120 Summer Pine Drive (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

B. Set Public Hearing for November 3, 2022, at 9:00 a.m. for Steven & Olivia Neiburg Nuisance Property, 2349 Shell Oil Road (District 3)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

OTHER:

C. Authority of County Coroner to handle cremation of an unclaimed body (Robert Nixon) pursuant to the county's Indigent Cremation Policy and authority to pay invoice upon receipt from Dean Memorial Funeral Home and authority to issue check
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jared Morrison, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

X. KEITH HICKS, COUNTY ADMINISTRATOR

A. Approval of amended FY2022 Budget
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

B. Acknowledgement of receipt from the Department of Revenue that Rankin County has complied with the criteria set forth in Section §27-39-329(2)(b) Miss. Code Ann. This Certification authorizes the county to expend the avails of the (1) mill levy collected for the 2022 roll year and any previous years under the above code sections
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

C. Authority to issue check from General County funds to Department of State Treasurer in the amount of $1,869,100 for Rankin County's contribution to SAP-61(19)M awarded September 6, 2022
RESULT: ADOPTED [3 TO 1]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Steve Gaines, Vice President
AYES: Daniel Cross, Steve Gaines, Jared Morrison
NAYS: Jay Bishop
ABSENT: Brad Calhoun

D. Discussion of and potential action on awarding county insurances with a renewal date on November 1, 2022: County Property and Equipment with Insurance Associates through Travelers in the amount of $317,021.00; Auto insurance with Arthur J. Gallagher/Wellington through Travelers in the amount of $380,891.00; General Liability with Insurance Associates through Travelers in the amount of $71,522.00; Fire Services Insurance with Arthur J. Gallagher/Wellington through AIG in the amount of $341,580.00; authority to sign documents and issue checks upon receipt of invoices
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

XI. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Brett Ishee, Fire Coordinator - Discussion of, and potential action on approval to implement a County Burn Ban effective October 14, 2022, to November 14, 2022
RESULT: NO ACTION

B. Motion to add "Authorization for a permit to install fiber along Fannin Landing within a defined area" to the agenda
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

C. Authorization for a permit to install fiber along Fannin Landing within a defined area
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

XII. Motion to Recess Until November 3, 2022, at 9:00 a.m.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Jared Morrison, Jay Bishop
ABSENT: Brad Calhoun

This the 14th Day of October, 2022

Steve Gaines
STEVE GAINES, VICE PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
LARRY SWALES, CLERK OF THE BOARD
(SEAL)

November 16, 2022
#1858

Attachment: Vardoc October 14, 2022 Minutes (Proof) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County Nev

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 sa
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

PUBLIC NOTICE

COUNTY'S STORMWATER MANAGEMENT PROGRAM

a copy of which is hereto attached, was published in said newspaper T
(2) consecutive weeks, as follows, to-wit:

Notice is hereby given of the opportunity for citizens of Rankin County as well as other interested parties to attend a public meeting to discuss the implementation of the County's Stormwater Management Program. The Stormwater Management Program is intended to contribute to the quality of life for Rankin County citizens by ensuring proper management of stormwater runoff. Management of stormwater is vital for preventing flooding, maintaining healthy streams, lakes and rivers, and protecting the quality of our important recreational and drinking water resources. The public meeting will be held in the Board Room of the Rankin County Annex Building on December 15, 2022, at 9:00 a.m. Anyone with questions, concerns, or comments regarding the Stormwater Management Program is encouraged to attend.
November 9, 16, 2022
#1808

Vol 175 No. 18 on the 9th day of November, 2022

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 16th day of November, 2022

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

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)

126 words at .22 per word	$27.72
Proof of Publication	NC
TOTAL	$27.72

Attachment: Vardoc Public Notice for the County's Stormwater Management Program (Proof) (18345 : Various Documents)

BEFORE THE BOARD OF SUPERVISORS
FOR RANKIN COUNTY, MISSISSIPPI

A Resolution Commending the Life of Rankin County Citizen
John Quincy "Pump" Adams
A Faithful Christian Servant

WHEREAS, on November 18, 2022, John Quincy "Pump" Adams went Home to be with the Lord after a lifelong commitment of service to his community and to his Savior; and

WHEREAS, Brother John Quincy Adams was born in Fannin Community, Rankin County, on January 6, 2935, to the Late Joe Lee Adams and Ruth Mae Blowe-Adams. He was a lifelong resident of Fannin Community. He was educated at Fannin School and held many important positions of service, from the Rankin County School District Bus Barn, to a self-employed auto mechanic, to an employee of Siemens-Allis Corporation, to the President of the Rankin County National Organization for the Advancement of Colored People and as a member of the United Auto Workers Union; and

WHEREAS, Brother John Quincy Adams was a dedicated community advocate whose important and selfless commitment to equal protection and justice is well-known throughout the Fannin and Rankin County communities. Brother Adams was a beloved husband to his wife, Alean McIntyre Adams, and father to their five children. Brother Adams faithfully served his church families well, taking on multiple responsibilities, among them Deacon, Men's Chorus and Finance Secretary; and

WHEREAS, Christian servants like John Quincy Adams are the backbone of our community. Brother Adam's selfless and brave influence in our community serves as an inspiring testimony to our citizens and enhances Rankin County as one of the premier communities in the State of Mississippi;

NOW, THEREFORE, it is with great admiration on behalf of all citizens of Rankin County that we, the Rankin County Board of Supervisors, commend the Life of John Quincy Adams on his life-long faithful service to his family, community and church.

SO RESOLVED AND ADOPTED this the 25th day of November, 2022.

Steve Gaines
STEVE GAINES, District 4

Brad Calhoun
BRAD CALHOUN, District 3

Jay Bishop
JAY BISHOP, District 5

Jared K Morrison
JARED MORRISON, District 1

DANIEL CROSS, District 2

Larry Swales
LARRY SWALES, Clerk

Attachment: Vardoc Resolution Commending the Life of John Quincy Adams (18345 : Various Documents)

OSARC
OFFICE OF
STATE AID ROAD CONSTRUCTION

Harry Lee James, P.E.
State Aid Engineer
Telephone (601) 359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601) 359-7141

November 15, 2022

Board of Supervisors
Rankin County
c/o Chancery Clerk
Post Office Box 700
Brandon, MS 39043

Dear Supervisors:

RE: State Aid Project No. SAP-61(19)M
Rankin County

Attached hereto is a copy of approved Subcontract Request No.1 on the above numbered project.

Sincerely,

Harry Lee James, P.E.
State Aid Engineer

Edward B. Swales

By: Butch Swales, P.E.
District Engineer

BS/eh

Attachment

pc: Charles Parker, P.E.
Dickerson & Bowen Inc.
Road Pro Safety Inc.
Mississippi Road Builders' Association
File

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors

Rankin County

Request No. 1

Project No. SAP-61(19) M

Date October 18, 2022

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to

Road-Pro Safety, Inc.

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-618-A	Maintenance of Traffic (Portion) (SI)	1	LS	$ ~~17,500.00~~ 65000	$ 17,500.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0	SF	$ 10.00	$ 0.00
S-630-A	REF. WARNING SIGNS (ENC. IENS) (SI)	27	EA	$ 322.00	$ 8,694.00
S-630-B	REF. REGULATORY SIGN (ENC LENS) (SI)	26	EA	$ 264.00	$ 6,864.00
S-630-C	REF. OBJECT MARKER (ENC LENS) (T3) (SI)	28	EA	$ 214.00	$ 5,992.00
S-630-D	REF. DELINEATOR SIGN (ENC LENS) (SI)	25	EA	$ 162.00	$ 4,050.00
S-630-G	REF WARNING SIGN SUPP (ENC LENS) (SI)	27	EA	$ 333.00	$ 8,991.00
S-630-H	REF REG SIGN WITH SUPP(ENC. LENS) (SI)	5	EA	$ 323.00	$ 1,615.00

A Special Item

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date October 18, 20 22

Dickerson & Bowen, Inc.
Prime Contractor

By: [signature]

Address: P.O. Box 1008 Brookhaven, MS 39602-1008

Approval recommended: 11/7, 20 22

County Engineer

Approved: Board of Supervisors Rankin County

(By order of the Board, dated 11/7/22)

By Brad Calhoun
President

Approved recommended: 11/14, 20 22

[signature]
for State Aid District Engineer

Total this Request 1 $ 53,706.00 = 0 %

Previous Request $ 0 = 0 %

Total to Date 1 $ 53,706.00 = 0 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date Oct 18, 20 22

Road-Pro Safety
(Sub) Subcontractor

By: [signature]

Address: P.O. Box 54292 Jackson, MS 39288-4292

Approved: 11/14, 20 22

[signature]
State Aid Engineer

~~Approved:~~ , 20

Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

Attachment to SC-1

PROJECT SAP-61(19)M

COUNTY: Rankin

DETAIL ANALYSIS OF BID ITEMS

ITEM **S-618-A** **Maintenance of Traffic** **QUANTITY**

LABOR INC. PAYROLL TAXES INS.	$	20,303.97	Quantity	1	LS
EQUIPMENT	$	18,742.13			
MATERIALS	$	-			
Subcontracted- RPS	$	17,500.00	26.9%		
Subcontracted-					
Sub total	$	56,546.10			
Overhead and mark up	$	5,654.86			
Tax and Bond @ 4.5%	$	2,799.04			
Total unit bid price	$	65,000.00			
TOTAL ITEM AMOUNT BID				$	65,000.00

NOTE: Road Pro Safety will install /maintain Construction signs & Permanent Signs while Dickerson and Bowen, Inc. will supply lane closures and maintain the daily lane closure.

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

DICKERSON D&B BOWEN
A Highway Construction Company

Subcontract #: 22-1218-2

SUBCONTRACT

THIS SUBCONTRACT AGREEMENT is entered into this day between **Dickerson & Bowen, Inc.** herein called the Contractor, and **ROAD-PRO SAFETY, INC.** herein called the Subcontractor for the performance by the Subcontractor of certain work hereinafter specified as called for under the terms of a certain Prime Contract between Ms. Dept. of Transportation , relating to the project identified as **SAP-61(19)M Roads A & B Rankin County**

THE PARTIES AGREE AND BIND THEMESELVES, their heirs, successors and assigns follows:

1. **PERFORMANCE:**

The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work and to pay promptly for all such, and to complete work in strict compliance with the terms of the Prime Contract and to the satisfaction of and in compliance with the directions of the Owner and Contractor.

2. **PRIME CONTRACT:**

The terms, conditions, specifications, drawings, schedules and contract documents forming a part of the Prime Contract between the Contractor and the Owner for Project No **SAP-61(19)M Roads A & B Rankin County** are hereby made a part of this subcontract by reference as fully as if set out in detail. The Subcontractor shall be bound to the same extent that the Contractor is bound by each and every covenant, obligation and provision of said Prime Contract and all drawings and technical specifications that relate to the work of the Subcontractor.

3. **WORK:**

The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the Prime Contract:

The Scope of work shall include but not be limited to:

Contract Item	Description	Quantity	UM	Unit Price	Extended Price
S-630-D	REFLECTORIZED TRAFFIC DELINEATOR SIGN (ENCAPSULATED LENS)	25	EA	162.00	4,050.00
S-618-B	Maintenance of Traffic	1	LS	9,100.00	9,100.00
S-618-B	Maintenance of Traffic - Removal of Signs	1	LS	8,400.00	8,400.00
S-618-B	Additional Construction Signs	0	SF	10.00	0.00
S-630-A	REFLECTORIZED TRAFFIC WARNING SIGNS (ENCAPSULATED LENS)	27	EA	322.00	8,694.00
S-630-B	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	26	EA	264.00	6,864.00
S-630-C	REFLECTORIZED TRAFFIC DELINEATOR SIGN (ENCAPSULATED LENS)	28	EA	214.00	5,992.00
S-630-G	REFLECTORIZED TRAFFIC WARNING SIGN WITH SUPP. PLATE (ENCAPSU	27	EA	333.00	8,991.00
S-630-H	REFLECTORIZED TRAFFIC REGULATORY SIGN WITH SUPP. PLATE (ENCA	5	EA	323.00	1,615.00

AS PER ATTACHED QUOTE

RECEIVED
NOV 14 2022
OSA

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

Contractor agrees to pay the Subcontractor the sum of Fifty-Three Thousand Seven Hundred Six And 00/100 $ 53,706.00 referred to as the Subcontract Sum herein.

Prices above include tax and bond. The attached quote shall become a part of this agreement.

It is understood that all quantities set out above are approximate. The **Subcontractor** shall perform all of the work actually required to complete said items for the Unit Price set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder.

4. **PROGRESS AND COMPLETION:**

Unless herein otherwise specifically provided, the **Subcontractor** shall commence work promptly or upon notice from the **Contractor**. The **Subcontractor** shall, in event, prosecute the work diligently and so as to avoid delaying the progress of the **Contractor** or other subcontractors on other portions of the project work. The **Subcontractor** shall keep and maintain on the project a sufficient number of properly qualified workmen and a sufficient quantity of materials, equipment and supplies to efficiently perform the work as required without delay. Should the **Subcontractor** cause delay in the progress or completion of the project, **Contractor** may recover from **Subcontractor** the damages resulting therefrom, including liquidated damages assessed by the **Owner** and attributable thereto. The **Subcontractor** shall comply in all respects with the **Contractor's** schedule for the subcontract work. The **Subcontractor** acknowledges and agrees to the **Contractor's** right to schedule the subcontract work as the **Contractor** deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract, and the **Subcontractor** shall proceed as directed with his work under this subcontract by the **Contractor** in all instances, including but not limited to the existence of a dispute, claim or other like default under this subcontract entitling the **Contractor** to all remedies available in the event of breach or default. Time is of the essence in this subcontract and the work specified herein. **Contractor** shall not be liable to **Subcontractor** for and delay resulting from the act, neglect or default of the **Owner** or from causes beyond **Contractor's** control or, in any case, beyond the granting of justifiable time extensions on written applications therefor made within three (3) days from the beginning of the claimed delay.

5. **PAYMENT**

Subject to other provisions hereof, the **Contractor** agrees to pay the **Subcontractor** the stated consideration for said work on the basis of the quantities allowed and paid for by the **Owner**, and to make payment within ten (10) days from the time that the **Contractor** is paid by the **Owner**, less the same percentage retained by the **Owner**, which percentage may be retained until completion of the **Prime Contract** and final payment by the **Owner**, except that the payment of retainage upon satisfactory completion of the work hereunder shall not depend upon the receipt of final payment by the **Owner** in cases where there is undue delay which is occasioned by complaints or circumstances totally unrelated to the work hereunder or to the manner of performing this subcontract.

6. **ADVANCES:**

The **Contractor** may, but shall not be required to, advance sums to the **Subcontractor** for the purpose of financing the work and may offset such against any subcontract earnings, including final retainage, without the consent of the free of any claim of unauthorized prepayment by any Surety and such shall not release the Surety in whole or in part. The **Contractor** may, but shall not be required to, supply the **Subcontractor** with labor. materials. equipment and supplies and other items acceptable to the **Subcontractor** in the performance of the work and recover the value or price thereof against the **Subcontractor** and the **Subcontractor** surety, if any, without being required to offset the same or any part thereof against the earnings of the **Subcontractor.**

7. **INSURANCE:**

The **Subcontractor** shall obtain, before commencement of work, and maintain until final acceptance of the **Prime Contract**, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits.

Contractors Liability $1,000,000.00 each occurrence $2,000,000.00 Aggregate
Auto $1,000,000.00 combined single limit- each accident
WC/EL-Statutory $500,000.00 each accident; $500,000.00 each employee $1,000,000.00 policy limit.

In addition to the insurance listed, the **Contractor** may, at its sole discretion, require the **Subcontractor** to provide additional or different insurance coverage which applies to this project. Before commencing the subcontract work, the **Subcontractor** will submit to the **Contractor** Certificates of Insurance with number of copies and content as required by the **Contractor**, certifying the types and

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

the amounts of coverage, certifying that said insurance applies to all activities and liability of the **Subcontractor** pursuant to this subcontract and certifying that the **Contractor** is an additional insured under the **Subcontractor's** policy. No policy of insurance may be cancelled or reduced during the period of construction, and the **Subcontractor** shall obtain an endorsement to its polices and insurance certificates providing substantially as follows: Insurer may not cancel this policy or reduce coverage for a period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce the coverage.

The **Subcontractor's** failure to maintain complete insurance shall be a material breach authorizing the **Contractor**, at the **Contractor's** sole election, either to terminate this subcontract or to provide full insurance coverage at the **Subcontractor's** sole expense; however, in neither case shall the **Subcontractor's** liability be lessened.

8. **INDEMNITY:** **As Per MS Code 31-5-41 No Intermediate Indemnity**

The **Subcontractor** covenants to defend, indemnity, save harmless, protect, and exonerate both the **Contractor** (its agents, employees, representatives, and sureties) and the **Owner** from any and all claims, liability, and damages, of any kind or nature, whether in contract, tort or otherwise, which arise out of or relate to the obligations assumed herein by the **Subcontractor** or the **Subcontractor's** (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the **Subcontractor** shall also be liable for all costs and expenses, including but not limited to attorney's fees, incurred by the **Contractor** or the **Owner** in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligations assumed herein by the **Subcontractor** or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligations shall apply to the fullest extent permitted by law.

9. **FAILURE TO PAY CLAIMS:**

The **Subcontractor** warrants that it has sufficient funds and credit to pay currently all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The **Subcontractor** agrees that failure to pay such bills, when due, shall be a breach of this subcontract for which the **Contractor** may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the **Subcontractor** presents satisfactory evidence of payment of all bills, expenses, and obligations incurred by the **Subcontractor** relating to this subcontract and furnish , upon the **Contractor's** request, written releases in a form acceptable to the **Contractor**. In case any such bill or claim is disputed by the **Subcontractor**, the **Contractor** may consider the same to be valid until discharges and released or until satisfactory security is given for the **Contractor's** indemnification. At the **Contractor's** option, the **Contractor** may, but shall not be required to, pay any such bill or claim and recover the same from the **Subcontractor** or any surety or deduct the same from any payments (progress or retainage) otherwise due hereunder. Any and all payments made on good faith in the belief that the **Contractor** is liable, whether liable or not, shall be conclusive of the **Contractor's** right to reimbursement, and an itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of the **Subcontractor's** liability.

10. **DEFAULT:**

Should the **Subcontractor** at any time fail to perform any one or more of the agreements herein contained, or fail to avoid bankruptcy, receivership or attachment, or abandon the work, any such failure or abandonment shall amount to a default hereunder and the **Contractor** may, at the **Contractor's** option, after 24 hour notice to the **Subcontractor**, provide the labor, materials, equipment and supplies and other items necessary to perform the work and discharge the other obligations assumed by the **Subcontractor** and recover the cost thereof from the **Subcontractor**, and may deduct such cost from any money then due or thereafter due under this subcontract or any other contract between the parties, or the **Contractor**, at the **Contractor's** option, may terminate the **Subcontractor** and take over the work and complete the same or re-let the subcontract, deducting in any case the cost thereof (including a reasonable allowance to the **Contractor** for use of the **Contractor's** equipment based on A.E.D. rental rates and a reasonable allowance for overhead expense) from the payments that would otherwise be due hereunder. Should such cost of completing or re-letting the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the **Subcontractor**, payable on demand. In case of any default hereunder, the **Contractor** may, but shall not be required to, take exclusive possession of any materials and equipment on the project belonging to the **Subcontractor** and use the same in completion of the work, free of all claims for the value of said materials and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear. Determination of default made by the **Contractor** on good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the **Contractor's** right to proceed as herein provided. The liability of the **Subcontractor** hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the **Contractor** on good faith under the belief that such payments or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items thereof or re-letting the subcontract, and (2) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the subcontract work. An itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of the **Subcontractor's** liability.

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

Notwithstanding anything to the contrary in this subcontract and in addition to the Contractor's rights to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault, in the event the Owner exercises its rights to terminate all or any portion of the Prime Contract. Upon such termination, the Subcontractor shall be entitled only to the amount due under the subcontract for \subcontract work performed on the basis of the quantities allowed and paid for by the Owner as of the date of the termination, plus any additional amount Contractor actually recovers from Owner on Subcontractor's behalf, less any back charges or amounts otherwise due the Contractor under the terms of this subcontract.

11. **ASSIGNMENT OF SUBCONTRACT:**

The Subcontractor shall not assign all or any part of this subcontract or sub-let all or any part of the work provided for hereunder, without the prior written consent of the Contractor; but in any event, and without regard to whether such consent is given or not, the Subcontractor and its assignees agree to indemnify and save the Contractor harmless, as set forth in Article 8, even if claims are based upon items supplied to an assignee or subcontractor of the undersigned Subcontractor or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for which the Contractor may be liable on the Prime Contract, the bond, or otherwise. No assignment or sub-letting, with or without consent, shall relieve the undersigned Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract any part of this Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract any part of this subcontract without requiring from its subcontractors and suppliers insurance coverage as set forth in Article 7 of this subcontract.

12. **WORKMEN:**

Neither the Subcontractor nor any of the Subcontractor's assigns shall employ or keep any workman whose employment on the work covered by the subcontract is objected to by the Owner or by the Contractor.

13. **LICENSES TAXES AND PERMITS:**

The Subcontractor agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this subcontract is to be performed, and pay all fees, licenses, permits and expenses required by such compliance and also, to the extent that the Contractor is or may be held liable thereof, to pay all taxes and contributions imposed or required by any law relating to the employees of the Subcontractor and to the performance of said work and completion of this subcontract.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:**

The Subcontractor shall follow all OSHA requirements including but not limited to those related to silica standards.

The Subcontractor represents that it is fully familiar with the laws, ordinances, codes, rules, and regulations that apply to the work, and that all Subcontractor will comply with them in performing the work. If there is a conflict between the contract documents and any applicable law, ordinance, code, executive order, rule, or regulation, the Subcontractor will comply with the law, ordinance, code, rule, or regulations at no increase in price.

The Subcontractor acknowledges that the Contractor relies on the Subcontractor's special expert knowledge of the laws, ordinances, codes, executive orders, rules and regulations that apply to its trade and the work to be performed under this subcontract. In the event the Owner has the right to approve Subcontractor, Subcontractor represents that it shall promptly obtain such approval and that no cause exists for Owner to disapprove Subcontractor.

15. **DEFECTIVE WORKMANSHIP OR MATERIALS**

No payment made under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the Subcontractor agrees to guarantee and does hereby guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the Contractor under the terms of the Prime Contract.

16. **PERFORMANCE AND PAYMENT BONDS**

If required by the Contractor prior to performance of this subcontract, the Subcontractor shall furnish to the Contractor, as oblige, a performance bond and payment bond with a responsible surety, which is and remains acceptable to the Contractor, each in the

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

full amount of this subcontract ensuring the **Subcontractor's** faithful performance of this Subcontract and the **Subcontractor's** prompt payment for all labor, materials, equipment, machinery, supplies, services and other items furnished and supplied to the **Subcontractor.** The **Subcontractor's** failure to deliver satisfactory bonds within ten (10) days after demand shall be a material breach of this subcontract. Any obligation of the surety for the **Subcontractor's** performance bond as if all terms and conditions of this subcontract were set forth verbatim in the performance bond.

17. **NOTICE:**

Any notice provided for herein may be given in writing by United States Mail, tele copier or personal delivery. Notice by mail shall be considered as given when addresses to the last known post office address of the party to receive the same and deposited in the United States mail, and shall be effective for all purposes, as of the time of such deposit, whether actually received by the addressee or not. Notice by any means shall be effective when communicated to or received by the party involved.

18. **NON-WAIVER:**

The failure of either party to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or rights.

19. **CHANGES:**

The **Contractor** may issue written change orders to this subcontract, without notice to the **Subcontractor's** sureties. The **Subcontractor** shall be obligated to perform such written change orders without delay. With respect to any change in the subcontract work, in whole or in part, the **Subcontractor** shall be entitled to an adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of adjustments and time extensions that the **Contractor,** on behalf of the **Subcontractor,** actually receives from the **Owner** for such changes, and the **Subcontractor** shall have no independent or separate claims against the **Contractor** for further adjustment in price or extension of time. The failure to agree to amount of contract adjustment owed due to the change order shall not relieve the **Subcontractor** of its duty to proceed with the work required under this subcontract as well as any change orders issued by the **Contractor.** All changes must be in writing. Oral changes to work under this subcontract are not valid and will not be recognized. The **Subcontractor** shall have no claim or entitlement to payment for any addition to or change in subcontract work unless, prior to performance, the **Subcontractor** receives a written change order for such change or addition from an authorized representative of the **Contractor.**

20. **LEGAL EFFECT:**

All proposals, negotiations, and representations with respect to this subcontract, whether oral or written, are hereby superseded and merged into this subcontract. This subcontract cannot be changed, modified, altered. suspended, or terminated, except in writing signed by an authorized representative of the **Contractor.** No delay, waiver, forbearance, or failure by the **Contractor** to exercise rights or remedies under this subcontract or to insist upon strict compliance by the **Subcontractor** shall relieve the **Subcontractor** from strict compliance with all terms and conditions hereof or shall waive, restrict, or adversely affect any of the **Contractor's** rights and remedies as to any subsequent unenforceability of any term and condition of this subcontract shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. The laws of the State of Mississippi shall govern this subcontract. The **Subcontractor** shall be liable for all damages, costs, and expenses, including attorney's fees incurred by the **Contractor** in enforcing the terms and conditions of this subcontract shall be binding upon the successors-in-interest of the parties hereto, but otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

The Subcontractor shall not employ any illegal immigrant or other person not properly authorized or legally entitled either to be present at the place of the Project or to work in any capacity affecting the Project. The Subcontractor shall discharge promptly, properly, continuously, and fully all of Contractor's obligations imposed by the Mississippi Employment Protection Act and all other laws and regulations with respect to individuals hired by or working for the Subcontractor on the Project or in connection with this Subcontract. The Subcontractor represents that, as regards all those employed by or for whom the Subcontractor is legally responsible, all requirements for verification of legal status through the federal government's E-Verify System or otherwise have been and will continue to be strictly followed for the duration of Subcontractor's performance of or obligations under this Subcontract. The subcontractor acknowledges that the Contractor will rely upon Subcontractor's representations, and the subcontractor shall indemnify and defend Contractor from any and all liability, cost, and expense attributable to Subcontractor's failure to discharge the obligations set forth herein.

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

WITNESS OUR SIGNATURES, on this the 18th day of October, 2022.

WITNESS:

Subcontractor: ROAD-PRO SAFETY, INC.

BY:

TITLE: Sec.

WITNESS:

Contractor: Dickerson & Bowen, Inc.

BY:

TITLE: Sec. / Treas.

Attachment: Vardoc Subcontract Request No. 1 (SAP-61(19)M) (18345 : Various Documents)

OSARC
OFFICE OF
STATE AID ROAD CONSTRUCTION

Harry Lee James, P.E.
State Aid Engineer
Telephone (601) 359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601) 359-7141

November 15, 2022

Board of Supervisors
Rankin County
c/o Chancery Clerk
Post Office Box 700
Brandon, MS 39043

Dear Supervisors:

RE: State Aid Project No. SAP-61(19)M
Rankin County

Attached hereto is a copy of approved Subcontract Request No.**2** on the above numbered project.

Sincerely,

Harry Lee James, P.E.
State Aid Engineer

Edward B. Swales Jr.

By: Butch Swales, P.E.
District Engineer

BS/eh

Attachment

pc: Charles Parker, P.E.
Dickerson & Bowen Inc.
American Field Service Corporation
Mississippi Road Builders' Association
File

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors

Rankin County

Request No. 2

Project No. SAP-61(19) M

Date October 18, 2022

Office of State Aid Road Construction
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to

American Field Service Corporation

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-200-A	MOBILIZATION (Portion)	1	LS	$ 6,500.00	$ 6,500.00
S-203-A	UNCLASSIFIED EXCAVATION (FM)	507	CY	$ 135.00	$ 68,445.00
901-S-403-D (SC-1), (TYPE 8) (Base Repair) (Portion)		1,004	TON	$ 50.16	$ 50,360.64
				$	$
				$	$
				$	$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date October 18, 2022

Dickerson & Bowen, Inc.
Prime Contractor

By: [signature] President

Address: P.O. Box 1008 Brookhaven, MS 39602-1008

Approval recommended: 11/7, 2022

[signature]
County Engineer

Approved: Board of Supervisors Rankin County

(By order of the Board, dated 11/7/22)

By Brad Calhoun
President

Approved recommended: 11/14, 2022

[signature] for
State Aid District Engineer

Total this Request 2 $ 125,305.64 = 5.22 %

Previous Request 1 $ 53,706.00 = 0 %

Total to Date 2 $ 179,011.64 = 5.22 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date October 17, 2022

American Field Service Corporation
(Sub) Subcontractor

By: [signature], Pres.

Address: 110 American Way Madison, MS 39110

Approved: 11/14, 2022

[signature]
State Aid Engineer

Approved: _____, 20____

_____
Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

Attachment to SC-1

PROJECT SAP-61(19)M

COUNTY: Rankin

DETAIL ANALYSIS OF BID ITEMS

ITEM **S-200-A** **Mobilization** **QUANTITY**

LABOR INC. PAYROLL TAXES INS.	$ 33,227.23	Quantity	1	LS	
EQUIPMENT	$ 35,996.18				
MATERIALS	$ -				
Subcontracted- TCP	$ 19,970.00	18.2%			
Subcontracted-AFS	$ 6,500.00	5.9%			
Subcontracted-					
Subcontracted-					
Sub total	$ 95,693.41				
Overhead and mark up	$ 9,569.75				
Tax and Bond @ 4.5%	$ 4,736.84				
Total unit bid price	$ 110,000.00				
TOTAL ITEM AMOUNT BID			$	110,000.00	

NOTE:

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

Attachment to SC-1

PROJECT SAP-61(19)M

COUNTY: Rankin

DETAIL ANALYSIS OF BID ITEMS

ITEM	**901-S-403-D**	**Hot Bituminous Pavement Surface Course (SC-1), (Type 8) (Base Repair)**			**QUANTITY**	
LABOR INC. PAYROLL TAXES INS.		$ -	Quantity		1004	TON
EQUIPMENT		$ -				
MATERIALS		$ 85.00				
Subcontracted- AFS		$ 50.16	33.9%			
Subcontracted-						
Sub total		$ 135.16				
Overhead and mark up		$ 6.47				
Tax and Bond @ 4.5%		$ 6.37				
Total unit bid price		$ 148.00				
TOTAL ITEM AMOUNT BID				$	148,592.00	

NOTE: American Field Service Corp with perform the Base Repair D&B Will provide the Asphalt.

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

DICKERSON D&B BOWEN
A Highway Construction Company

Subcontract #: 22-1218-1

SUBCONTRACT

THIS SUBCONTRACT AGREEMENT is entered into this day between Dickerson & Bowen, Inc. herein called the Contractor, and AMERICAN FIELD SERVICE CORPORATION herein called the Subcontractor for the performance by the Subcontractor of certain work hereinafter specified as called for under the terms of a certain Prime Contract between Ms. Dept. of Transportation , relating to the project identified as SAP-61(19)M Roads A & B Rankin County

THE PARTIES AGREE AND BIND THEMESELVES, their heirs, successors and assigns follows:

1. PERFORMANCE:

The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work and to pay promptly for all such, and to complete work in strict compliance with the terms of the Prime Contract and to the satisfaction of and in compliance with the directions of the Owner and Contractor.

2. PRIME CONTRACT:

The terms, conditions, specifications, drawings, schedules and contract documents forming a part of the Prime Contract between the Contractor and the Owner for Project No SAP-61(19)M Roads A & B Rankin County are hereby made a part of this subcontract by reference as fully as if set out in detail. The Subcontractor shall be bound to the same extent that the Contractor is bound by each and every covenant, obligation and provision of said Prime Contract and all drawings and technical specifications that relate to the work of the Subcontractor.

3. WORK:

The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the Prime Contract:

The Scope of work shall include but not be limited to:

Contract Item	Description	Quantity	UM	Unit Price	Extended Price
901-S-403-D-1	HOT BITUMINOUS PAVEMENT SURFACE COURSE (SC-1), (TYPE 8) Base	1,004	TON	50.16	50,360.64
S-203-A	UNCLASSIFIED EXCAVATION (FM)	507	CY	135.00	68,445.00
S-618-B	Mobilization	1	LS	6,500.00	6,500.00

Contractor agrees to pay the Subcontractor the sum of One Hundred Twenty-Five Thousand Three Hundred Five And 64/100 $ 125,305.64 referred to as the Subcontract Sum herein.

Prices above include tax and bond. The attached quote shall become a part of this agreement.

It is understood that all quantities set out above are approximate. The Subcontractor shall perform all of the work actually required to complete said items for the Unit Price set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder.

RECEIVED
NOV 14 2022

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

4. **PROGRESS AND COMPLETION:**

Unless herein otherwise specifically provided, the **Subcontractor** shall commence work promptly or upon notice from the **Contractor**. The **Subcontractor** shall, in event, prosecute the work diligently and so as to avoid delaying the progress of the **Contractor** or other subcontractors on other portions of the project work. The **Subcontractor** shall keep and maintain on the project a sufficient number of properly qualified workmen and a sufficient quantity of materials, equipment and supplies to efficiently perform the work as required without delay. Should the **Subcontractor** cause delay in the progress or completion of the project, **Contractor** may recover from **Subcontractor** the damages resulting therefrom, including liquidated damages assessed by the **Owner** and attributable thereto. The **Subcontractor** shall comply in all respects with the **Contractor's** schedule for the subcontract work. The **Subcontractor** acknowledges and agrees to the **Contractor's** right to schedule the subcontract work as the **Contractor** deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract, and the **Subcontractor** shall proceed as directed with his work under this subcontract by the **Contractor** in all instances, including but not limited to the existence of a dispute, claim or other like default under this subcontract entitling the **Contractor** to all remedies available in the event of breach or default. Time is of the essence in this subcontract and the work specified herein. **Contractor** shall not be liable to **Subcontractor** for and delay resulting from the act, neglect or default of the **Owner** or from causes beyond **Contractor's** control or, in any case, beyond the granting of justifiable time extensions on written applications therefor made within three (3) days from the beginning of the claimed delay.

5. **PAYMENT**

Subject to other provisions hereof, the **Contractor** agrees to pay the **Subcontractor** the stated consideration for said work on the basis of the quantities allowed and paid for by the **Owner**, and to make payment within ten (10) days from the time that the **Contractor** is paid by the **Owner**, less the same percentage retained by the **Owner**, which percentage may be retained until completion of the **Prime Contract** and final payment by the **Owner**, except that the payment of retainage upon satisfactory completion of the work hereunder shall not depend upon the receipt of final payment by the **Owner** in cases where there is undue delay which is occasioned by complaints or circumstances totally unrelated to the work hereunder or to the manner of performing this subcontract.

6. **ADVANCES:**

The **Contractor** may, but shall not be required to, advance sums to the **Subcontractor** for the purpose of financing the work and may offset such against any subcontract earnings, including final retainage, without the consent of the free of any claim of unauthorized prepayment by any Surety and such shall not release the Surety in whole or in part. The **Contractor** may, but shall not be required to, supply the **Subcontractor** with labor, materials, equipment and supplies and other items acceptable to the **Subcontractor** in the performance of the work and recover the value or price thereof against the **Subcontractor** and the **Subcontractor** surety, if any, without being required to offset the same or any part thereof against the earnings of the **Subcontractor**.

7. **INSURANCE:**

The **Subcontractor** shall obtain, before commencement of work, and maintain until final acceptance of the **Prime Contract**, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits.

Contractors Liability $1,000,000.00 each occurrence $2,000,000.00 Aggregate
Auto $1,000,000.00 combined single limit- each accident
WC/EL-Statutory $500,000.00 each accident; $500,000.00 each employee $1,000,000.00 policy limit.

In addition to the insurance listed, the **Contractor** may, at its sole discretion, require the **Subcontractor** to provide additional or different insurance coverage which applies to this project. Before commencing the subcontract work, the **Subcontractor** will submit to the **Contractor** Certificates of Insurance with number of copies and content as required by the **Contractor**, certifying the types and the amounts of coverage, certifying that said insurance applies to all activities and liability of the **Subcontractor** pursuant to this subcontract and certifying that the **Contractor** is an additional insured under the **Subcontractor's** policy. No policy of insurance may be cancelled or reduced during the period of construction, and the **Subcontractor** shall obtain an endorsement to its polices and insurance certificates providing substantially as follows: Insurer may not cancel this policy or reduce coverage for a period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce the coverage.

The **Subcontractor's** failure to maintain complete insurance shall be a material breach authorizing the **Contractor**, at the **Contractor's** sole election, either to terminate this subcontract or to provide full insurance coverage at the **Subcontractor's** sole expense; however, in neither case shall the **Subcontractor's** liability be lessened.

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

8. **INDEMNITY:**

The Subcontractor covenants to defend, indemnity, save harmless, protect, and exonerate both the Contractor (its agents, employees, representatives, and sureties) and the Owner from any and all claims, liability, and damages, of any kind or nature, whether in contract, tort or otherwise, which arise out of or relate to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the Subcontractor shall also be liable for all costs and expenses, including but not limited to attorney's fees, incurred by the Contractor or the Owner in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligations shall apply to the fullest extent permitted by law.

9. **FAILURE TO PAY CLAIMS:**

The Subcontractor warrants that it has sufficient funds and credit to pay currently all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The Subcontractor agrees that failure to pay such bills, when due, shall be a breach of this subcontract for which the Contractor may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the Subcontractor presents satisfactory evidence of payment of all bills, expenses, and obligations incurred by the Subcontractor relating to this subcontract and furnish , upon the Contractor's request, written releases in a form acceptable to the Contractor. In case any such bill or claim is disputed by the Subcontractor, the Contractor may consider the same to be valid until discharges and released or until satisfactory security is given for the Contractor's indemnification. At the Contractor's option, the Contractor may, but shall not be required to, pay any such bill or claim and recover the same from the Subcontractor or any surety or deduct the same from any payments (progress or retainage) otherwise due hereunder. Any and all payments made on good faith in the belief that the Contractor is liable, whether liable or not, shall be conclusive of the Contractor's right to reimbursement, and an itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of the Subcontractor's liability.

10. **DEFAULT:**

Should the Subcontractor at any time fail to perform any one or more of the agreements herein contained, or fail to avoid bankruptcy, receivership or attachment, or abandon the work, any such failure or abandonment shall amount to a default hereunder and the Contractor may, at the Contractor's option, after 24 hour notice to the Subcontractor, provide the labor, materials, equipment and supplies and other items necessary to perform the work and discharge the other obligations assumed by the Subcontractor and recover the cost thereof from the Subcontractor, and may deduct such cost from any money then due or thereafter due under this subcontract or any other contract between the parties, or the Contractor, at the Contractor's option, may terminate the Subcontractor and take over the work and complete the same or re-let the subcontract, deducting in any case the cost thereof (including a reasonable allowance to the Contractor for use of the Contractor's equipment based on A.E.D. rental rates and a reasonable allowance for overhead expense) from the payments that would otherwise be due hereunder. Should such cost of completing or re-letting the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the Subcontractor, payable on demand. In case of any default hereunder, the Contractor may, but shall not be required to, take exclusive possession of any materials and equipment on the project belonging to the Subcontractor and use the same in completion of the work, free of all claims for the value of said materials and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear. Determination of default made by the Contractor on good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided. The liability of the Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the Contractor on good faith under the belief that such payments or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items thereof or re-letting the subcontract, and (2) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the subcontract work. An itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of the Subcontractor's liability.

Notwithstanding anything to the contrary in this subcontract and in addition to the Contractor's rights to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault, in the event the Owner exercises its rights to terminate all or any portion of the Prime Contract. Upon such termination, the Subcontractor shall be entitled only to the amount due under the subcontract for \subcontract work performed on the basis of the quantities allowed and paid for by the Owner as of the date of the termination, plus any additional amount Contractor actually recovers from Owner on Subcontractor's behalf, less any back charges or amounts otherwise due the Contractor under the terms of this subcontract.

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

11. ASSIGNMENT OF SUBCONTRACT:

The Subcontractor shall not assign all or any part of this subcontract or sub-let all or any part of the work provided for hereunder, without the prior written consent of the Contractor; but in any event, and without regard to whether such consent is given or not, the Subcontractor and its assignees agree to indemnify and save the Contractor harmless, as set forth in Article 8, even if claims are based upon items supplied to an assignee or subcontractor of the undersigned Subcontractor or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for which the Contractor may be liable on the Prime Contract, the bond, or otherwise. No assignment or sub-letting, with or without consent, shall relieve the undersigned Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract any part of this Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract any part of this subcontract without requiring from its subcontractors and suppliers insurance coverage as set forth in Article 7 of this subcontract.

12. WORKMEN:

Neither the Subcontractor nor any of the Subcontractor's assigns shall employ or keep any workman whose employment on the work covered by the subcontract is objected to by the Owner or by the Contractor.

13. LICENSES TAXES AND PERMITS:

The Subcontractor agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this subcontract is to be performed, and pay all fees, licenses, permits and expenses required by such compliance and also, to the extent that the Contractor is or may be held liable thereof, to pay all taxes and contributions imposed or required by any law relating to the employees of the Subcontractor and to the performance of said work and completion of this subcontract.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:

The Subcontractor shall follow all OSHA requirements including but not limited to those related to silica standards.

The Subcontractor represents that it is fully familiar with the laws, ordinances, codes, rules, and regulations that apply to the work, and that all Subcontractor will comply with them in performing the work. If there is a conflict between the contract documents and any applicable law, ordinance, code, executive order, rule, or regulation, the Subcontractor will comply with the law, ordinance, code, rule, or regulations at no increase in price.

The Subcontractor acknowledges that the Contractor relies on the Subcontractor's special expert knowledge of the laws, ordinances, codes, executive orders, rules and regulations that apply to its trade and the work to be performed under this subcontract. In the event the Owner has the right to approve Subcontractor, Subcontractor represents that it shall promptly obtain such approval and that no cause exists for Owner to disapprove Subcontractor.

15. DEFECTIVE WORKMANSHIP OR MATERIALS

No payment made under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the Subcontractor agrees to guarantee and does hereby guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the Contractor under the terms of the Prime Contract.

16. PERFORMANCE AND PAYMENT BONDS

If required by the Contractor prior to performance of this subcontract, the Subcontractor shall furnish to the Contractor, as oblige, a performance bond and payment bond with a responsible surety, which is and remains acceptable to the Contractor, each in the full amount of this subcontract ensuring the Subcontractor's faithful performance of this Subcontract and the Subcontractor's prompt payment for all labor, materials, equipment, machinery, supplies, services and other items furnished and supplied to the Subcontractor. The Subcontractor's failure to deliver satisfactory bonds within ten (10) days after demand shall be a material breach of this subcontract. Any obligation of the surety for the Subcontractor's performance bond as if all terms and conditions of this subcontract were set forth verbatim in the performance bond.

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

17. **NOTICE:**

Any notice provided for herein may be given in writing by United States Mail, tele copier or personal delivery. Notice by mail shall be considered as given when addresses to the last known post office address of the party to receive the same and deposited in the United States mail, and shall be effective for all purposes, as of the time of such deposit, whether actually received by the addressee or not. Notice by any means shall be effective when communicated to or received by the party involved.

18. **NON-WAIVER:**

The failure of either party to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or rights.

19. **CHANGES:**

The Contractor may issue written change orders to this subcontract, without notice to the Subcontractor's sureties. The Subcontractor shall be obligated to perform such written change orders without delay. With respect to any change in the subcontract work, in whole or in part, the Subcontractor shall be entitled to an adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of adjustments and time extensions that the Contractor, on behalf of the Subcontractor, actually receives from the Owner for such changes, and the Subcontractor shall have no independent or separate claims against the Contractor for further adjustment in price or extension of time. The failure to agree to amount of contract adjustment owed due to the change order shall not relieve the Subcontractor of its duty to proceed with the work required under this subcontract as well as any change orders issued by the Contractor. All changes must be in writing. Oral changes to work under this subcontract are not valid and will not be recognized. The Subcontractor shall have no claim or entitlement to payment for any addition to or change in subcontract work unless, prior to performance, the Subcontractor receives a written change order for such change or addition from an authorized representative of the Contractor.

20. **LEGAL EFFECT:**

All proposals, negotiations, and representations with respect to this subcontract, whether oral or written, are hereby superseded and merged into this subcontract. This subcontract cannot be changed, modified, altered, suspended, or terminated, except in writing signed by an authorized representative of the Contractor. No delay, waiver, forbearance, or failure by the Contractor to exercise rights or remedies under this subcontract or to insist upon strict compliance by the Subcontractor shall relieve the Subcontractor from strict compliance with all terms and conditions hereof or shall waive, restrict, or adversely affect any of the Contractor's rights and remedies as to any subsequent unenforceability of any term and condition of this subcontract shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. The laws of the State of Mississippi shall govern this subcontract. The Subcontractor shall be liable for all damages, costs, and expenses, including attorney's fees incurred by the Contractor in enforcing the terms and conditions of this subcontract shall be binding upon the successors-in-interest of the parties hereto, but otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

The Subcontractor shall not employ any illegal immigrant or other person not properly authorized or legally entitled either to be present at the place of the Project or to work in any capacity affecting the Project. The Subcontractor shall discharge promptly, properly, continuously, and fully all of Contractor's obligations imposed by the Mississippi Employment Protection Act and all other laws and regulations with respect to individuals hired by or working for the Subcontractor on the Project or in connection with this Subcontract. The Subcontractor represents that, as regards all those employed by or for whom the Subcontractor is legally responsible, all requirements for verification of legal status through the federal government's E-Verify System or otherwise have been and will continue to be strictly followed for the duration of Subcontractor's performance of or obligations under this Subcontract. The subcontractor acknowledges that the Contractor will rely upon Subcontractor's representations, and the subcontractor shall indemnify and defend Contractor from any and all liability, cost, and expense attributable to Subcontractor's failure to discharge the obligations set forth herein.

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

WITNESS OUR SIGNATURES, on this the 18th day of October, 2022.

WITNESS:

_____

Subcontractor: AMERICAN FIELD SERVICE CORPORATION

BY: _____

TITLE: President

WITNESS:

_____

Contractor: Dickerson & Bowen, Inc.

BY: _____

TITLE: President

Attachment: Vardoc Subcontract Request No. 2 (SAP-61(19)M) (18345 : Various Documents)

OSARC
OFFICE OF
STATE AID ROAD CONSTRUCTION

Harry Lee James, P.E.
State Aid Engineer
Telephone (601) 359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601) 359-7141

November 15, 2022

Board of Supervisors
Rankin County
c/o Chancery Clerk
Post Office Box 700
Brandon, MS 39043

Dear Supervisors:

RE: State Aid Project No. SAP-61(19)M
Rankin County

Attached hereto is a copy of approved Subcontract Request No.**3** on the above numbered project.

Sincerely,

Harry Lee James, P.E.
State Aid Engineer

Edward B. Swales Jr.

By: Butch Swales, P.E.
District Engineer

BS/eh

Attachment

pc: Charles Parker, P.E.
Dickerson & Bowen Inc.
Traffic Control Products Co., Inc.
Mississippi Road Builders' Association
File

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

Form (FAS-S.A.) SC-1
(Submit 6 copies)

Board of Supervisors

Rankin County

Request No. 3

Project No. SAP-61(19) M

Office of State Aid Road Construction
Mississippi Department of Transportation

Date October 18, 2022

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to Traffic Control Products Co., Inc.

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec-Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-200-A	MOBILIZATION (Portion)	1.000	LS	$ 19,970.00	$ 19,970.00
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MIL) (SI)	18.119	MI	$ 2,700.00	$ 48,921.30
S-621-D	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90MIL) (SI)	4.679	MI	$ 1,300.00	$ 6,082.70
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MIL) (SI)	60,572.000	LF	$ 0.60	$ 36,343.20
S-621-G-1	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE) (90 MIL) (SI)	1,970.000	LF	$ 2.00	$ 3,940.00
S-621-G-2	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (YELLOW) (90 MIL) (SI)	5,104.000	LF	$ 2.00	$ 10,208.00
S-621-H-1	THERMOPLASTIC LEGEND (WHITE) (120 MIL) (SI)	3,507.000	LF	$ 3.00	$ 10,521.00
S-621-H-2	THERMOPLASTIC LEGEND (WHITE) (120 MIL) (SI)	130.000	SF	$ 10.00	$ 1,300.00
S-627-I	TWO-WAY CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS (SI)	440.000	EA	$ 9.00	$ 3,960.00
S-627-L	TWO-WAY YELLOW REFLECITVE HIGH PREFORMANCE RAISED MARKERS (SI)	1,283.000	EA	$ 9.00	$ 11,547.00

* Specialty Items

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date October 18, 2022

Dickerson & Bowen, Inc.
Prime Contractor

By: [signature] Pres. Asst

Address: P.O. Box 1008 Brookhaven, MS 39602-1008

Approval recommended: 11/7, 20 22

County Engineer

Approved: Board of Supervisors Rankin County

(By order of the Board, dated 11/7/22)

By Brad Calhoun
President

Approved recommended: 11/14, 20 22

[signature]
State Aid District Engineer

Total this Request 3 $ 152,793.20 = 0.83 %

Previous Request 2 $ 179,011.64 = 5.22 %

Total to Date 3 $ 331,804.84 = 6.05 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date October 17, 2022

Traffic Control Products Co., Inc.
(Sub) Subcontractor

By: [signature]

Address: P.O. Box 820 Brandon, MS 39043

Approved: 11/14, 20 22

[signature]
State Aid Engineer

Approved: , 20

Executive Director, Mississippi Department of Transportation

Revised August 2000

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

Attachment to SC-1

PROJECT SAP-61(19)M

COUNTY: Rankin

DETAIL ANALYSIS OF BID ITEMS

ITEM **S-200-A** **Mobilization** **QUANTITY**

LABOR INC. PAYROLL TAXES INS.	$	33,227.23	Quantity	1	LS
EQUIPMENT	$	35,996.18			
MATERIALS	$	-			
Subcontracted- TCP	$	19,970.00	18.2%		
Subcontracted-AFS	$	6,500.00	5.9%		
Subcontracted-					
Subcontracted-					
Sub total	$	95,693.41			
Overhead and mark up	$	9,569.75			
Tax and Bond @ 4.5%	$	4,736.84			
Total unit bid price	$	110,000.00			
TOTAL ITEM AMOUNT BID				$	110,000.00

NOTE:

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

DICKERSON D&B BOWEN
A Highway Construction Company

Subcontract #: 22-1218-3

SUBCONTRACT

THIS SUBCONTRACT AGREEMENT is entered into this day between **Dickerson & Bowen, Inc.** herein called the Contractor, and **TRAFFIC CONTROL PRODUCTS** herein called the Subcontractor for the performance by the Subcontractor of certain work hereinafter specified as called for under the terms of a certain Prime Contract between Ms. Dept. of Transportation , relating to the project identified as **SAP-61(19)M Roads A & B Rankin County**

THE PARTIES AGREE AND BIND THEMESELVES, their heirs, successors and assigns follows:

1. **PERFORMANCE:**

The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work and to pay promptly for all such, and to complete work in strict compliance with the terms of the Prime Contract and to the satisfaction of and in compliance with the directions of the Owner and Contractor.

2. **PRIME CONTRACT:**

The terms, conditions, specifications, drawings, schedules and contract documents forming a part of the Prime Contract between the Contractor and the Owner for Project No **SAP-61(19)M Roads A & B Rankin County** are hereby made a part of this subcontract by reference as fully as if set out in detail. The Subcontractor shall be bound to the same extent that the Contractor is bound by each and every covenant, obligation and provision of said Prime Contract and all drawings and technical specifications that relate to the work of the Subcontractor.

3. **WORK:**

The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the Prime Contract:

The Scope of work shall include but not be limited to:

Contract Item	Description	Quantity	UM	Unit Price	Extended Price
S-621-H-2	THERMOPLASTIC LEGEND (WHITE) (120 MIL)	130	SF	10.00	1,300.00
S-621-H-1	THERMOPLASTIC LEGEND (WHITE) (120 MIL)	3,507	LF	3.00	10,521.00
S-621-G-2	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (YELLOW)	5,104	LF	2.00	10,208.00
S-621-G-1	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE) (	1,970	LF	2.00	3,940.00
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (9	60,572	LF	0.60	36,343.20
S-627-L	TWO-WAY YELLOW REFLECITVE HIGH PREFORMANCE RAISED MARKERS	1,283	EA	9.00	11,547.00

RECEIVED
NOV 14 2022
OSE

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

S-627-J	TWO-WAY CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	440	EA	9.00	3,960.00
S-621-D	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90MIL)	4.679	MLS	1,300.00	6,082.70
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MIL	18.119	MLS	2,700.00	48,921.30
S-618-B	Mobilization	1	LS	19,970.00	19,970.00

Contractor agrees to pay the Subcontractor the sum of One Hundred Fifty-Two Thousand Seven Hundred Ninety-Three And 20/100 $ 152,793.20 referred to as the Subcontract Sum herein.

Prices above include tax and bond. The attached quote shall become a part of this agreement.

It is understood that all quantities set out above are approximate. The **Subcontractor** shall perform all of the work actually required to complete said items for the Unit Price set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder.

4. **PROGRESS AND COMPLETION:**

Unless herein otherwise specifically provided, the **Subcontractor** shall commence work promptly or upon notice from the **Contractor.** The **Subcontractor** shall, in event, prosecute the work diligently and so as to avoid delaying the progress of the **Contractor** or other subcontractors on other portions of the project work. The **Subcontractor** shall keep and maintain on the project a sufficient number of properly qualified workmen and a sufficient quantity of materials, equipment and supplies to efficiently perform the work as required without delay. Should the **Subcontractor** cause delay in the progress or completion of the project, **Contractor** may recover from **Subcontractor** the damages resulting therefrom, including liquidated damages assessed by the **Owner** and attributable thereto. The **Subcontractor** shall comply in all respects with the **Contractor's** schedule for the subcontract work. The **Subcontractor** acknowledges and agrees to the **Contractor's** right to schedule the subcontract work as the **Contractor** deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract, and the **Subcontractor** shall proceed as directed with his work under this subcontract by the **Contractor** in all instances, including but not limited to the existence of a dispute, claim or other like default under this subcontract entitling the **Contractor** to all remedies available in the event of breach or default. Time is of the essence in this subcontract and the work specified herein. **Contractor** shall not be liable to **Subcontractor** for and delay resulting from the act, neglect or default of the **Owner** or from causes beyond **Contractor's** control or, in any case, beyond the granting of justifiable time extensions on written applications therefor made within three (3) days from the beginning of the claimed delay.

5. **PAYMENT**

Subject to other provisions hereof, the **Contractor** agrees to pay the **Subcontractor** the stated consideration for said work on the basis of the quantities allowed and paid for by the **Owner**, and to make payment within ten (10) days from the time that the **Contractor** is paid by the **Owner**, less the same percentage retained by the **Owner**, which percentage may be retained until completion of the **Prime Contract** and final payment by the **Owner**, except that the payment of retainage upon satisfactory completion of the work hereunder shall not depend upon the receipt of final payment by the **Owner** in cases where there is undue delay which is occasioned by complaints or circumstances totally unrelated to the work hereunder or to the manner of performing this subcontract.

6. **ADVANCES:**

The **Contractor** may, but shall not be required to, advance sums to the **Subcontractor** for the purpose of financing the work and may offset such against any subcontract earnings, including final retainage, without the consent of the free of any claim of unauthorized prepayment by any Surety and such shall not release the Surety in whole or in part. The **Contractor** may, but shall not be required to, supply the **Subcontractor** with labor, materials, equipment and supplies and other items acceptable to the **Subcontractor** in the performance of the work and recover the value or price thereof against the **Subcontractor** and the **Subcontractor** surety, if any, without being required to offset the same or any part thereof against the earnings of the **Subcontractor.**

7. **INSURANCE:**

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

The **Subcontractor** shall obtain, before commencement of work, and maintain until final acceptance of the **Prime Contract**, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits.

Contractors Liability $1,000,000.00 each occurrence $2,000,000.00 Aggregate
Auto $1,000,000.00 combined single limit- each accident
WC/EL-Statutory $500,000.00 each accident; $500,000.00 each employee $1,000,000.00 policy limit.

In addition to the insurance listed, the **Contractor** may, at its sole discretion, require the **Subcontractor** to provide additional or different insurance coverage which applies to this project. Before commencing the subcontract work, the **Subcontractor** will submit to the **Contractor** Certificates of Insurance with number of copies and content as required by the **Contractor**, certifying the types and the amounts of coverage, certifying that said insurance applies to all activities and liability of the **Subcontractor** pursuant to this subcontract and certifying that the **Contractor** is an additional insured under the **Subcontractor's** policy. No policy of insurance may be cancelled or reduced during the period of construction, and the **Subcontractor** shall obtain an endorsement to its polices and insurance certificates providing substantially as follows: Insurer may not cancel this policy or reduce coverage for a period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce the coverage.

The **Subcontractor's** failure to maintain complete insurance shall be a material breach authorizing the **Contractor**, at the **Contractor's** sole election, either to terminate this subcontract or to provide full insurance coverage at the **Subcontractor's** sole expense; however, in neither case shall the **Subcontractor's** liability be lessened.

8. **INDEMNITY:**

The **Subcontractor** covenants to defend, indemnity, save harmless, protect, and exonerate both the **Contractor** (its agents, employees, representatives, and sureties) and the **Owner** from any and all claims, liability, and damages, of any kind or nature, whether in contract, tort or otherwise, which arise out of or relate to the obligations assumed herein by the **Subcontractor** or the **Subcontractor's** (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the **Subcontractor** shall also be liable for all costs and expenses, including but not limited to attorney's fees, incurred by the **Contractor** or the **Owner** in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligations assumed herein by the **Subcontractor** or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligations shall apply to the fullest extent permitted by law.

9. **FAILURE TO PAY CLAIMS:**

The **Subcontractor** warrants that it has sufficient funds and credit to pay currently all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The **Subcontractor** agrees that failure to pay such bills, when due, shall be a breach of this subcontract for which the **Contractor** may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the **Subcontractor** presents satisfactory evidence of payment of all bills, expenses, and obligations incurred by the **Subcontractor** relating to this subcontract and furnish , upon the **Contractor's** request, written releases in a form acceptable to the **Contractor**. In case any such bill or claim is disputed by the **Subcontractor**, the **Contractor** may consider the same to be valid until discharges and released or until satisfactory security is given for the **Contractor's** indemnification. At the **Contractor's** option, the **Contractor** may, but shall not be required to, pay any such bill or claim and recover the same from the **Subcontractor** or any surety or deduct the same from any payments (progress or retainage) otherwise due hereunder. Any and all payments made on good faith in the belief that the **Contractor** is liable, whether liable or not, shall be conclusive of the **Contractor's** right to reimbursement, and an itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of the **Subcontractor's** liability.

10. **DEFAULT:**

Should the **Subcontractor** at any time fail to perform any one or more of the agreements herein contained, or fail to avoid bankruptcy, receivership or attachment, or abandon the work, any such failure or abandonment shall amount to a default hereunder and the **Contractor** may, at the **Contractor's** option, after 24 hour notice to the **Subcontractor**, provide the labor, materials, equipment and supplies and other items necessary to perform the work and discharge the other obligations assumed by the **Subcontractor** and recover the cost thereof from the **Subcontractor**, and may deduct such cost from any money then due or thereafter due under this subcontract or any other contract between the parties, or the **Contractor**, at the **Contractor's** option, may terminate the **Subcontractor** and take over the work and complete the same or re-let the subcontract, deducting in any case the cost thereof (including a reasonable allowance to the **Contractor** for use of the **Contractor's** equipment based on A.E.D. rental rates and a reasonable allowance for overhead expense) from the payments that would otherwise be due hereunder. Should such cost of completing or re-letting the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the **Subcontractor**, payable on demand. In case of any default hereunder, the **Contractor** may, but shall not be required to, take exclusive possession of any materials and equipment on the project belonging to the

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

Subcontractor and use the same in completion of the work, free of all claims for the value of said materials and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear. Determination of default made by the **Contractor** on good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the **Contractor's** right to proceed as herein provided. The liability of the **Subcontractor** hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the **Contractor** on good faith under the belief that such payments or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items thereof or re-letting the subcontract, and (2) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the subcontract work. An itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of the **Subcontractor's** liability.

Notwithstanding anything to the contrary in this subcontract and in addition to the Contractor's rights to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault, in the event the **Owner** exercises its rights to terminate all or any portion of the **Prime Contract**. Upon such termination, the **Subcontractor** shall be entitled only to the amount due under the subcontract for \subcontract work performed on the basis of the quantities allowed and paid for by the **Owner** as of the date of the termination, plus any additional amount **Contractor** actually recovers from **Owner** on **Subcontractor's** behalf, less any back charges or amounts otherwise due the **Contractor** under the terms of this subcontract.

11. ASSIGNMENT OF SUBCONTRACT:

The **Subcontractor** shall not assign all or any part of this subcontract or sub-let all or any part of the work provided for hereunder, without the prior written consent of the **Contractor;** but in any event, and without regard to whether such consent is given or not, the **Subcontractor** and its assignees agree to indemnify and save the **Contractor** harmless, as set forth in Article 8, even if claims are based upon items supplied to an assignee or subcontractor of the undersigned **Subcontractor** or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for which the **Contractor** may be liable on the **Prime Contract**, the bond, or otherwise. No assignment or sub-letting, with or without consent, shall relieve the undersigned **Subcontractor** or its assignee from any obligation herein assumed. The **Subcontractor** shall not sub-let nor subcontract any part of this **Subcontractor** or its assignee from any obligation herein assumed. The **Subcontractor** shall not sub-let nor subcontract any part of this subcontract without requiring from its subcontractors and suppliers insurance coverage as set forth in Article 7 of this subcontract.

12. WORKMEN:

Neither the **Subcontractor** nor any of the **Subcontractor's** assigns shall employ or keep any workman whose employment on the work covered by the subcontract is objected to by the **Owner** or by the **Contractor.**

13. LICENSES TAXES AND PERMITS:

The **Subcontractor** agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this subcontract is to be performed, and pay all fees, licenses, permits and expenses required by such compliance and also, to the extent that the **Contractor** is or may be held liable thereof, to pay all taxes and contributions imposed or required by any law relating to the employees of the **Subcontractor** and to the performance of said work and completion of this subcontract.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:

The **Subcontractor** shall follow all OSHA requirements including but not limited to those related to silica standards.

The **Subcontractor** represents that it is fully familiar with the laws, ordinances, codes, rules, and regulations that apply to the work, and that all **Subcontractor** will comply with them in performing the work. If there is a conflict between the contract documents and any applicable law, ordinance, code, executive order, rule, or regulation, the **Subcontractor** will comply with the law, ordinance, code, rule, or regulations at no increase in price.

The **Subcontractor** acknowledges that the **Contractor** relies on the **Subcontractor's** special expert knowledge of the laws, ordinances, codes, executive orders, rules and regulations that apply to its trade and the work to be performed under this subcontract. In the event the **Owner** has the right to approve **Subcontractor, Subcontractor** represents that it shall promptly obtain such approval and that no cause exists for **Owner** to disapprove **Subcontractor.**

15. DEFECTIVE WORKMANSHIP OR MATERIALS

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

No payment made under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the **Subcontractor** agrees to guarantee and does hereby guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the **Contractor** under the terms of the **Prime Contract.**

16. PERFORMANCE AND PAYMENT BONDS

If required by the **Contractor** prior to performance of this subcontract, the **Subcontractor** shall furnish to the **Contractor,** as oblige, a performance bond and payment bond with a responsible surety, which is and remains acceptable to the **Contractor,** each in the full amount of this subcontract ensuring the **Subcontractor's** faithful performance of this Subcontract and the **Subcontractor's** prompt payment for all labor, materials, equipment, machinery, supplies, services and other items furnished and supplied to the **Subcontractor.** The **Subcontractor's** failure to deliver satisfactory bonds within ten (10) days after demand shall be a material breach of this subcontract. Any obligation of the surety for the **Subcontractor's** performance bond as if all terms and conditions of this subcontract were set forth verbatim in the performance bond.

17. NOTICE:

Any notice provided for herein may be given in writing by United States Mail, tele copier or personal delivery. Notice by mail shall be considered as given when addresses to the last known post office address of the party to receive the same and deposited in the United States mail, and shall be effective for all purposes, as of the time of such deposit, whether actually received by the addressee or not. Notice by any means shall be effective when communicated to or received by the party involved.

18. NON-WAIVER:

The failure of either party to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or rights.

19. CHANGES:

The **Contractor** may issue written change orders to this subcontract, without notice to the **Subcontractor's** sureties. The **Subcontractor** shall be obligated to perform such written change orders without delay. With respect to any change in the subcontract work, in whole or in part, the **Subcontractor** shall be entitled to an adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of adjustments and time extensions that the **Contractor,** on behalf of the **Subcontractor,** actually receives from the **Owner** for such changes, and the **Subcontractor** shall have no independent or separate claims against the **Contractor** for further adjustment in price or extension of time. The failure to agree to amount of contract adjustment owed due to the change order shall not relieve the **Subcontractor** of its duty to proceed with the work required under this subcontract as well as any change orders issued by the **Contractor.** All changes must be in writing. Oral changes to work under this subcontract are not valid and will not be recognized. The **Subcontractor** shall have no claim or entitlement to payment for any addition to or change in subcontract work unless, prior to performance, the **Subcontractor** receives a written change order for such change or addition from an authorized representative of the **Contractor.**

20. LEGAL EFFECT:

All proposals, negotiations, and representations with respect to this subcontract, whether oral or written, are hereby superseded and merged into this subcontract. This subcontract cannot be changed, modified, altered, suspended, or terminated, except in writing signed by an authorized representative of the **Contractor.** No delay, waiver, forbearance, or failure by the **Contractor** to exercise rights or remedies under this subcontract or to insist upon strict compliance by the **Subcontractor** shall relieve the **Subcontractor** from strict compliance with all terms and conditions hereof or shall waive, restrict, or adversely affect any of the **Contractor's** rights and remedies as to any subsequent unenforceability of any term and condition of this subcontract shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions. The laws of the State of Mississippi shall govern this subcontract. The **Subcontractor** shall be liable for all damages, costs, and expenses, including attorney's fees incurred by the **Contractor** in enforcing the terms and conditions of this subcontract shall be binding upon the successors-in-interest of the parties hereto, but otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

The Subcontractor shall not employ any illegal immigrant or other person not properly authorized or legally entitled either to be present at the place of the Project or to work in any capacity affecting the Project. The Subcontractor shall discharge promptly, properly, continuously, and fully all of Contractor's obligations imposed by the Mississippi Employment Protection Act and all other laws and regulations with respect to individuals hired by or working for the Subcontractor on the Project or in connection with this Subcontract. The Subcontractor represents that, as regards all those employed by or for whom the Subcontractor is legally responsible, all requirements for verification of legal status through the federal government's E-Verify System or otherwise have been and will continue to be strictly followed for the duration of Subcontractor's performance of or obligations under this Subcontract. The subcontractor

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

acknowledges that the Contractor will rely upon Subcontractor's representations, and the subcontractor shall indemnify and defend Contractor from any and all liability, cost, and expense attributable to Subcontractor's failure to discharge the obligations set forth herein.

WITNESS OUR SIGNATURES, on this the 18th day of October, 2022.

WITNESS:

Subcontractor: TRAFFIC CONTROL PRODUCTS

BY:

TITLE: President

WITNESS:

Contractor: Dickerson & Bowen, Inc.

BY:

TITLE: President

Attachment: Vardoc Subcontract Request No. 3 (SAP-61(19)M) (18345 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County New

AN ORDINANCE BY THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE, COMPREHENSIVE PLAN AND ZONING MAP OF RANKIN COUNTY, MISSISSIPPI FOR PARCELS E3-150 & E3-150-10, RANKIN COUNTY, MISSISSIPPI, AND AS DESCRIBED HEREIN, FROM RE-1A TO RE-1.

WHEREAS, a public hearing, pursuant to Section 2906.05 of the Zoning Ordinance of Rankin County, Mississippi, was set for the 7th day of November 2022, at 9:00 o'clock A.M.; and,

WHEREAS, Rankin County did cause notice of said hearing to be published in the Rankin County News, a newspaper published in Rankin County, Mississippi, in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Board of Supervisors of Rankin County, Mississippi, did conduct a full and complete hearing, and thereafter, did establish the following FINDINGS OF FACT THAT OCCURRED SINCE THE ADOPTION OF THE RANKIN COUNTY COMPREHENSIVE PLAN AND THE ADOPTION OF THE ZONING ORDINANCE ON MARCH 6, 2017:

a. WE FIND: The city limits of Florence has been extended southeast along Erlich Road.

b. WE FIND: Construction of Eagle Post Road is complete providing access to Highway 49.

c. WE FIND: The character of the neighborhood has changed to such an extent as to justify reclassification.

d. WE FIND: The applicant established a public need.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of Rankin County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That this matter was presented as required by Section 2906 of the Rankin County Zoning Ordinance and the Board of Supervisors hereby find that this request meets the requirements of Section 2906.03(a) Criteria for Rezoning.

Section 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.

Section 4. That pursuant to Article VII of the Zoning Ordinance, the proposed use shall be "RE-1 Residential Estate District".

Section 5. Those parcels identified as E3-150 & E3-150-10 are hereby rezoned from their present RE-1A use district classification to RE-1 use district classification.

Said rezoning is consistent with the current Comprehensive Plan of Rankin County, to-wit:

Section 6. That the Rankin County Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

ORDAINED, ADOPTED AND APPROVED BY THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI, at a meeting thereof held on the 7th day of November 2022.

A motion for adoption was made by Supervisor Calhoun and seconded by Supervisor Morrison and the foregoing Ordinance having been first reduced to writing, and no request being made by any member of the Board of Supervisors that the Ordinance be read by the Chancery Clerk, before any vote was taken, it was submitted to the Board of Supervisors for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

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

Whereupon the Board President declared the motion carried and the Ordinance approved and adopted. The foregoing Ordinance was approved this the 7th day of November 2022.

RANKIN COUNTY
Brad Calhoun
Brad Calhoun, President
ATTEST:
Larry Swales, by Jessica Flood, D.C.
Larry Swales, Chancery Clerk
(SEAL)
November 16, 2022
#1845

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 sa
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

ZONING ORDINANCE AMENDMENT

PARCELS E3-150 & E3-150-10 FROM RE-1A TO RE-1

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

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned
Marcus Bowers this 16th day of November, 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)

581 words at .12 each	$69.72
Proof of Publication	NC
TOTAL	**$69.72**

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

Attachment: Vardoc Zoning Ordinance Amendment for Parcels E3-150 & E3-150-10 (Proof) (18345 : Various Documents)

PETITION FOR REDUCTION OF ASSESSMENT ON PERSONAL PROPERTY ASSESSMENT ROLL

STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or reduced as shown on the listing; the said property being assessed on the 2022 Personal Property Assessment Roll of said county.

Witness my signature this the 5th day of December 2022.

John A. Sullivan

Tax Assessor

ORDER OF BOARD OF SUPERVISORS

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

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total reduction of the assessments on said roll in the amount of 18,163 is hereby approved for the year 2022.

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 5th day of December 2022.

Brad Calhoun

President, Board of Supervisors

Attachment: Petition for Decrease of Assessment on 2022 Personal Property Assessment Rolls (18350 : Petition for Change of Assessment on

PETITION FOR DECREASE OF ASSESSMENT

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

COUNTY: RANKIN
PERSONAL PROPERTY 2022 ROLL

Meeting: 12/05/2022

OWNER	TAX ROLL YEAR	PARCEL NO.	TAX DIST	NEW VALUE	ROLL TOTAL	AMOUNT OF CHANGE		REASON(S) CHANGE
GULF SOUTH PIPELINE COMPANY LP	2022	90044	116P	27,220	42,536	(15,316)	12/5/2022	4
PIPPIES BOUTIQUE	2022	14151	201	-	1,251	(1,251)	12/5/2022	4
PIPPIES BOUTIQUE II	2022	14485	201	-	1,596	(1,596)	12/5/2022	4
TOTAL:						(18,163)		
GRAND TOTAL								

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

Attachment: Petition for Decrease of Assessment on 2022 Personal Property Assessment Rolls (18350 :

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 2022 Personal Property Assessment Roll of said county.

Witness my signature this the 5th day of December 2022.

John A. Sullivan

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 17,926 is hereby approved for the year 2022.

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 5th day of December 2022.

Brad Calhoun

President, Board of Supervisors

Attachment: Petition for Increase of Assessment on 2022 Personal Property Assessment Rolls (18350 : Petition for Change of Assessment on

PETITION FOR INCREASE OF ASSESSMENT

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

COUNTY: RANKIN
PERSONAL PROPERTY 2022 ROLL

Meeting: 12/5/2022

OWNER	TAX ROLL YEAR	PARCEL NO.	TAX DIST.	NEW VALUE	ROLL TOTAL	AMOUNT OF CHANGE		REASON(S) CHANGE
GULF SOUTH PIPELINE COMPANY LP	2022	90045	356P	42,536	27,220	15,316	12/5/2022	4
CONCENTRIC LLC	2022	15519	551	2,261	-	2,261	12/5/2022	4
ONPOINT GROUP SERVICES LLC	2022	15520	551	349	-	349	12/5/2022	4
		TOTAL				17,926		
		GRAND TOTAL						

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

Attachment: Petition for Increase of Assessment on 2022 Personal Property Assessment Rolls (18350 :

Form 61-902-02-1-1-000 (Rev 9/04
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2021

MARK THE TYPE OF ADJUSTMENT. ONLY ONE TYPE OF ADJUSTMENT PER PAGE. ONLY ONE MUNICIPALITY PER PAGE.

ADDITION ☒ **DELETIONS** ☐

COUNTY RANKIN **SCHOOL DISTRICT** COUNTY **MUNICIPALITY** BRANDON

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
BLACKWELL, JAMES ARTHUR JR	H9F 3 610	LOT	3,250	124,870	0	9,130	301.29	DELETED IN ERROR-OVER 65

INSTRUCTIONS

PAGE & LINE NUMBERS ARE NOT REQUIRED

If this page is being used to **"ADD"** an entry to the Homestead Exemption Supplemental Roll, fill out the above information as it **"SHOULD"** appear on the original supplemental roll.

If this page is being used to **"DELETE"** an entry from the Homestead Exemption Supplemental Roll, fill out the above information **"EXACTLY"** as it appears on the original supplemental roll.

FOR MSTC USE ONLY

Total Net Effect of adjustments

(In

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll

COPY

ORDER OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

IN THE MATTER OF THE HOMESTEAD EXEMPTION GRANTED TO THE TAXPAYER(S) LISTED ON THE OTHER SIDE OF THIS FORM.

ORDER

This day came on for hearing and consideration by the Board of Supervisors of RANKIN County, Mississippi, petition of

JOHN A. SULLIVAN

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2021 Homestead Exemption Supplemental Roll as shown in said petition.

And is appearing to the Board of Supervisors from the evidence, both oral and documentary, offered in support of said adjustment(s) that the exemption(s) should be adjusted.

IT IS THEREFORE ORDERED by the Board of Supervisors of RANKIN County, Mississippi, that the adjustment(s) on the other side of this form be adopted for the year 2021.

IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission, for its approval or disapproval; and if the foregoing order be approved by the State Tax Commission, the Clerk of this Board is hereby authorized and directed to change the copy of the Homestead Exemption Supplemental Roll in his office, and the Tax Collector of this County is hereby authorized and directid to change the copy in his possession, to conform with the provisions of this order.

Ordered and adjudged this the 5TH day of December, 2022.

signed Brad Calhoun

CLERK'S CERTIFICATE

I, LARRY SWALES, Clerk of the Board of Supervisors of RANKIN County, Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors.

Witness my hand and official seal, this the 5TH day of December, 2022.

Larry Swales

Clerk of the Board of Supervisors

by Q Flood DC

CHANCERY CLERK RANKIN COUNTY, MS

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll (18351 : Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption

Form 61-902-02-1-1-000 (Rev 9/04
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

MARK THE TYPE OF ADJUSTMENT. ONLY ONE TYPE OF ADJUSTMENT PER PAGE. ONLY ONE MUNICIPALITY PER PAGE.

ADDITION ☐ **DELETIONS** ☒

COUNTY RANKIN **SCHOOL DISTRICT** COUNTY **MUNICIPALITY** COUNTY

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
WILSON, JACK III	G12D 2 760	LOT	3,500	166,040	300.00	0	0	INELIGIBLE FOR HOMESTEAI

INSTRUCTIONS

PAGE & LINE NUMBERS ARE NOT REQUIRED

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If this page is being used to **"DELETE"** an entry from the Homestead Exemption Supplemental Roll, fill out the above information **"EXACTLY"** as it appears on the original supplemental roll.

FOR MSTC USE ONLY

Total Net Effect of adjustments

(Ini

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll

COPY

ORDER OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

IN THE MATTER OF THE HOMESTEAD EXEMPTION GRANTED TO THE TAXPAYER(S) LISTED ON THE OTHER SIDE OF THIS FORM.

ORDER

This day came on for hearing and consideration by the Board of Supervisors of RANKIN County, Mississippi, petition of

JOHN A. SULLIVAN

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2022 Homestead Exemption Supplemental Roll as shown in said petition.

And is appearing to the Board of Supervisors from the evidence, both oral and documentary, offered in support of said adjustment(s) that the exemption(s) should be adjusted.

IT IS THEREFORE ORDERED by the Board of Supervisors of RANKIN County, Mississippi, that the adjustment(s) on the other side of this form be adopted for the year 2022.

IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission, for its approval or disapproval; and if the foregoing order be approved by the State Tax Commission, the Clerk of this Board is hereby authorized and directed to change the copy of the Homestead Exemption Supplemental Roll in his office, and the Tax Collector of this County is hereby authorized and directid to change the copy in his possession, to conform with the provisions of this order.

Ordered and adjudged this the 5TH day of December, 2022.

signed Brad Calhoun

CLERK'S CERTIFICATE

I, LARRY SWALES, Clerk of the Board of Supervisors of RANKIN County, Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors.

Witness my hand and official seal, this the 5TH day of December, 2022.

Larry Swales

Clerk of the Board of Supervisors

by: [illegible]

CHANCERY CLERK RANKIN COUNTY, MS

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll (18351 : Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption

Form 61-902-02-1-1-000 (Rev 9/04
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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ADDITION ☒ **DELETIONS** ☐

COUNTY RANKIN **SCHOOL DISTRICT** PEARL SEPARATE **MUNICIPALITY** PEARL

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
WELLS WILLIAM ESTATE	E8C 5	13.71	2,335	2,815	0	5,150	141.63	OVER AGE 65

INSTRUCTIONS

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FOR MSTC USE ONLY

Total Net Effect of adjustments
(Initial & date)

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll

COPY

ORDER OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

IN THE MATTER OF THE HOMESTEAD EXEMPTION GRANTED TO THE TAXPAYER(S) LISTED ON THE OTHER SIDE OF THIS FORM.

ORDER

This day came on for hearing and consideration by the Board of Supervisors of RANKIN County, Mississippi, petition of

JOHN A. SULLIVAN

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2022 Homestead Exemption Supplemental Roll as shown in said petition.

And is appearing to the Board of Supervisors from the evidence, both oral and documentary, offered in support of said adjustment(s) that the exemption(s) should be adjusted.

IT IS THEREFORE ORDERED by the Board of Supervisors of RANKIN County, Mississippi, that the adjustment(s) on the other side of this form be adopted for the year 2022.

IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission, for its approval or disapproval; and if the foregoing order be approved by the State Tax Commission, the Clerk of this Board is hereby authorized and directed to change the copy of the Homestead Exemption Supplemental Roll in his office, and the Tax Collector of this County is hereby authorized and directid to change the copy in his possession, to conform with the provisions of this order.

Ordered and adjudged this the 5TH day of December, 2022.

signed Brad Calhoun

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I, LARRY SWALES, Clerk of the Board of Supervisors of RANKIN County, Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors.

Witness my hand and official seal, this the 5TH day of December, 2022.

Larry Swales

Clerk of the Board of Supervisors

By: J. Coode

CHANCERY CLERK RANKIN COUNTY, MS

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll (18351 : Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption

Form 61-902-02-1-1-000 (Rev 9/04
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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ADDITION ☒ **DELETIONS** ☐

COUNTY RANKIN SCHOOL DISTRICT COUNTY MUNICIPALITY FLOWOOD

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
HESDORFFER DIANN RUTH	H11K 10 130	LOT	3,500	15,927	0	7,500	150.00	OVER AGE 65

INSTRUCTIONS

PAGE & LINE NUMBERS ARE NOT REQUIRED

If this page is being used to **"ADD"** an entry to the Homestead Exemption Supplemental Roll, fill out the above information as it **"SHOULD"** appear on the original supplemental roll.

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FOR MSTC USE ONLY

Total Net Effect of adjustments

(Initial & date)

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll

COPY

ORDER OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

IN THE MATTER OF THE HOMESTEAD EXEMPTION GRANTED TO THE TAXPAYER(S) LISTED ON THE OTHER SIDE OF THIS FORM.

ORDER

This day came on for hearing and consideration by the Board of Supervisors of RANKIN County, Mississippi, petition of

JOHN A. SULLIVAN

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2022 Homestead Exemption Supplemental Roll as shown in said petition.

And is appearing to the Board of Supervisors from the evidence, both oral and documentary, offered in support of said adjustment(s) that the exemption(s) should be adjusted.

IT IS THEREFORE ORDERED by the Board of Supervisors of RANKIN County, Mississippi, that the adjustment(s) on the other side of this form be adopted for the year 2022.

IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission, for its approval or disapproval; and if the foregoing order be approved by the State Tax Commission, the Clerk of this Board is hereby authorized and directed to change the copy of the Homestead Exemption Supplemental Roll in his office, and the Tax Collector of this County is hereby authorized and directid to change the copy in his possession, to conform with the provisions of this order.

Ordered and adjudged this the 5TH day of December, 2022.

signed Brad Calhoun

CLERK'S CERTIFICATE

I, LARRY SWALES, Clerk of the Board of Supervisors of RANKIN County, Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors.

Witness my hand and official seal, this the 5TH day of December, 2022.

Larry Swales

Clerk of the Board of Supervisors

by: J. Woodrow

CHANCERY CLERK RANKIN COUNTY, MS

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll (18351 : Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption

Form 61-902-02-1-1-000 (Rev 9/04
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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ADDITION ☒ **DELETIONS** ☐

COUNTY RANKIN **SCHOOL DISTRICT** COUNTY **MUNICIPALITY** COUNTY

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
LEWIS CRAIG ESTATE	D4 36 50	3.00	2,350	26,427	300			DEATH OF SPOUSE

INSTRUCTIONS

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CHANCERY CLERK RANKIN COUNTY, MS

Larry Swales

Clerk of the Board of Supervisors

By: J. Rood DC

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YEAR 2022

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COUNTY RANKIN **SCHOOL DISTRICT** COUNTY **MUNICIPALITY** BRANDON

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
DANIELS LARRY P & MARCIA C	J9 9 120	4.55	2,918	5,808	0	7,500	247.50	OVER AGE 65

INSTRUCTIONS

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by: C. Flood DC

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YEAR 2022

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COUNTY RANKIN **SCHOOL DISTRICT** COUNTY **MUNICIPALITY** COUNTY

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
QUICK WILLIAM & CATHY	C1 104	2.64	1,834	4,804	0	6,638	0	OVER AGE 65

INSTRUCTIONS

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NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
WALLEY CANDY C ET AL	H2 55	7.72	3,715	4,871	0	7,500	0	OVER AGE 65

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COUNTY RANKIN **SCHOOL DISTRICT** COUNTY **MUNICIPALITY** BRANDON

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WYNN TERRY	I8H 4 100	LOT	2,250	4,066	0	6,316	208.43	OVER AGE 65

INSTRUCTIONS

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YEAR 2022

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COUNTY RANKIN **SCHOOL DISTRICT** COUNTY **MUNICIPALITY** COUNTY

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
RAWLS JOHN F & DEBBIE C	G7H 1 1890	LOT	3,000	10,190	0	7,500		OVER AGE 65

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COUNTY OF RANKIN

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YEAR 2022

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ADDITION ☒ **DELETIONS** ☐

COUNTY RANKIN SCHOOL DISTRICT COUNTY MUNICIPALITY RICHLAND

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
COOK THOMAS M &SHIRLEY M	E6E 3 640	LOT	2,000	6,933	0	7,500	142.50	OVER AGE 65

INSTRUCTIONS

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YEAR 2022

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COUNTY RANKIN **SCHOOL DISTRICT** PEARL **MUNICIPALITY** PEARL

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
MORHEAD LISA LOTT & DAN	G9C 23 1360	LOT	1,000	1,544	0	2,544	69.96	OVER AGE 65
MORHEAD LISA LOTT & DAN	G9C 23 1380	LOT	1,500	0	0	1,500	41.25	OVER AGE 65

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ADDITION ☒ **DELETIONS** ☐

COUNTY RANKIN **SCHOOL DISTRICT** PEARL **MUNICIPALITY** PEARL

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL $ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
HEROLD ROGER L	F9B 2 20	LOT	1,650	3,216	0	4,866	133.82	S/S DISABILITY

INSTRUCTIONS

PAGE & LINE NUMBERS ARE NOT REQUIRED

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If this page is being used to **"DELETE"** an entry from the Homestead Exemption Supplemental Roll, fill out the above information **"EXACTLY"** as it appears on the original supplemental roll.

FOR MSTC USE ONLY

Total Net Effect of adjustments

(Initial & date)

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll

COPY

ORDER OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

IN THE MATTER OF THE HOMESTEAD EXEMPTION GRANTED TO THE TAXPAYER(S) LISTED ON THE OTHER SIDE OF THIS FORM.

ORDER

This day came on for hearing and consideration by the Board of Supervisors of RANKIN County, Mississippi, petition of

JOHN A. SULLIVAN

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2022 Homestead Exemption Supplemental Roll as shown in said petition.

And is appearing to the Board of Supervisors from the evidence, both oral and documentary, offered in support of said adjustment(s) that the exemption(s) should be adjusted.

IT IS THEREFORE ORDERED by the Board of Supervisors of RANKIN County, Mississippi, that the adjustment(s) on the other side of this form be adopted for the year 2022.

IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission, for its approval or disapproval; and if the foregoing order be approved by the State Tax Commission, the Clerk of this Board is hereby authorized and directed to change the copy of the Homestead Exemption Supplemental Roll in his office, and the Tax Collector of this County is hereby authorized and directid to change the copy in his possession, to conform with the provisions of this order.

Ordered and adjudged this the 5TH day of December, 2022.

signed Brad Calhoun

CLERK'S CERTIFICATE

I, LARRY SWALES, Clerk of the Board of Supervisors of RANKIN County, Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors.

Witness my hand and official seal, this the 5TH day of December, 2022.

Larry Swales

Clerk of the Board of Supervisors

CHANCERY CLERK RANKIN COUNTY, MS

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll (18351 : Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption

Form 61-902-02-1-1-000 (Rev 9/04
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2022

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COUNTY RANKIN **SCHOOL DISTRICT** COUNTY **MUNICIPALITY** COUNTY

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HAYNES SUSAN	G7 20 780	LOT	3,000	11,461	0	7,500		OVER AGE 65

INSTRUCTIONS

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my. J Hood DC

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STEPHEN SARAH GAYE ROGERS	J11 7 30	21.64	3,125	17,436	0	7,500		OVER AGE 65

INSTRUCTIONS

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Clerk of the Board of Supervisors

CHANCERY CLERK RANKIN COUNTY, MS

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HURLEY TERRY L	I12A 1 600	LOT	3,500	11,260	0	7,500		OVER AGE 65

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by: J Hood DC

Clerk of the Board of Supervisors

CHANCERY CLERK
RANKIN COUNTY, MS

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TADLOCK STEVE T & TAMMY WA	E8L 3 340	LOT	2,500	9,090	0	7,500	206.25	OVER AGE 65

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Larry Swales

Clerk of the Board of Supervisors

by: [illegible]

CHANCERY CLERK RANKIN COUNTY, MS

Attachment: Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption Supplemental Roll (18351 : Petition to Adjust Exemption on 2021 & 2022 Homestead Exemption

RANKIN COUNTY ROAD DEPARTMENT

REPORT TO BOARD OF SUPERVISORS

WORK ACCOMPLISHED FOR THE MONTH OF NOVEMBER 2022

SIGN WORK: BEN CHAPMAN RD, HENRY CANNON RD, MT HELM RD, R C UNIT SYSTEM, ROCK HILL RD, SAND HILL RD SHELL OIL RD, STAR RD.

CULVERT WORK: BARRON RD, BYRD RD, DURHAM CT, FLEMING RD, GORE RD, HICKORY PL, HOLIFIELD CIR, JERUSALEM CHURCH RD, KERSH RD, KYZAR RD, LE BOURGEOIS DR, LEWIS PRESTAGE RD, LOFLIN RD, LONE PINE CHURCH RD, LUCKNEY ROAD, MARY CRAPPS RD, MERIDIAN AVE, OAKRIDGE DR, RED OAK RD., RED OAK TRL, ROSEMARY RD, SHENANDOAH EST CIR, SPRINGWATER RANCH RD, THOMASVILLE RD, W TUCKER RD.

POTHOLE REPAIRED: ALBERT ENOCH RD, AMANDA AVE, ANDREW CHAPEL RD, ASHTON DR, BAY PARK D, CHARLIE DIXON RD, CLEARY RD, CONERLY RD, ELZY RD, FLEMING RD, FLORENCE BYRAM RD, GLEN COVE RD, GULDE SHILOH RD, HICKORY RIDGE RD, HWY 471, JAMISON CT, JOHNS SHILOH RD, KYZAR RD, LE BOURGEOIS LN, LEESBURG RD, MINERAL SPRINGS, N CHURCH ST N STAR RD, NORTHSHORE PARKWAY, NORWOOD RD, OAK HILL DR, OAK RIDGE WAY, OLD ENOCHS RD, OLD HWY 471, OLD PEARSON RD,165 METROPOLITAN LN, RANCHWOOD RD, RANKIN CV, RANKIN HILL PL, RANKIN HILLS RD, RED ALLEN RD, SHILOH RD, SHILOH ROAD, SLADE RD, SPILLWAY RD, STUMP RIDGE RD, SUNNY CIR, SUNNY LN, TOPAZ ST, TOWNSEND RD, VINE DR, WEAVER RD, WEAVER RD, WILLIAMS RD, WILLOW BROOK RD, WOODRIDGE DR.

DITCH WORKED: AINSWORTH RD, GREEN LEAVES DR, MCCULLOUGH MCLIN RD, ROCKWOOD RD, W TUCKER RD, WHITE RD, CANNON RD, CLARA FOOTE RD, COLEMAN RD, HENRY CANNON RD, JOY HEARD ST, KERSH RD, SANCTUARY DR, SHELL OIL RD, SPRINGWATER RANCH RD, THORNTON RD, BRIDGES RD, CRICKET LN, GORE RD, LEESBURG RD, MUNN RD, SCOTT RD, TRICKHAMBRIDGE RD.

SCHOOL BUS TURNAROUND: ANDREWS RD, S COUNTY LINE RD, MEADOWS CV

SCHOOL GROUNDS WORK: BRANDON HIGH SCHL, PEARL HIGH SCHL

TREE/LIMBS CUT: SEVENTH DAY RD, NORTH GROVE CIR, HENRY CANNON RD, OLD LAKE RD.

TREE LIMB PICK UP: ACORN LN, APPLE BLOSSOM DR, APPLERIDGE DR, AUDUBON CIR, AZALEA COURT, AZALEA TRAIL DR, BAY HARBOUR PL, BAY PARK DR, BEAVER RUN DR, BENT CREEK CIR N, BENT CREEK CIR S, BENT OAK DR, BENWICK DR, BLACK JACK CV, BRADFORD DR, CALEDONIAN BLVD, CAMELIA DR, CAMELIA TRL, CAMELIA WAY, CAMELOT WAY, CARDINAL LN, CARRIAGE COURT PL, CHERRY LAUREL CIR, CLIFTON RD, COTTONWOOD CIR, DIXTON DR, DOMINION PKWY, ELM TRL, GLENVIEW COURT, GLENVIEW DR, HANLEY CIR, HANLEY CT, HARBOR LN, HARBOR PL, HOLLY BUSH RD, HOLLY TR, HONEYBEE CV, KERSH RD, KNIGHT CV EAST, LAKESIDE DR, LAUREL PARK, LOTUS DR, MAGNOLIA TRL, OAK DR, OAK GROVE DR, OVERLAND LN, PARK LN, PINE RD, POST OAK PL, RED OAK TRL, RED OAK TRL, RHAPSODY CIR, RIVERBEND DR, RUSK DR, SHENANDOAH RD N, STONINGTON CT, STONINGTON DR, SUNRISE

Attachment: Road Work Accomplished for November 2022 and Scheduled for December 2022 (18352 : Road Work Accomplished for November 2022 and Road Work Scheduled for

CV, TURTLE CREEK DR, TURTLE RIDGE DR, WAVERLY CT, WESTLAKE DR, WHITE OAK DR, WOODLAND DR, WOODLANDS PARK.

GRASS CUTTING: MLEOTA TRAINING CTR PEARL

ROAD WORK: ALBERT ENOCH RD, B FOX RUN RD, BAREFOOT CIR, BARNETT BEND CIR, BAY PARK DR, BAY POINTE SUBDIVISION, BAY RD, BRIDGES RD, DOMINION PKWY, DUDLEY DR, FLEMING RD, GORE RD, HINDS AVE, HOLLY BUSH PL SUBDIVISION, LONE PINE CHURCH RD, MANGUM DR, MCCULLOUGH MCLIN RD, NORTHSHORE PARKWAY, OLD LAKE RD, PEARL BUS BARN, PINE RIDGE CIR, PLANTATION BLVD, RED ALLEN, RD RED OAK RD, RED OAK TRL, SHILOH OAKS RD, SPILLWAY RD, STAR RD, STONEBRIDGE SUBDIVISION, STULL RD, STUMP RIDGE RD, SWAN DR, SWEETWATER COMMONS, WAKEFIELD PL, WHITES CV.

BURIALS: 03

DRIVEWAY APRONS: EAST MOUNTAIN CREEK RD, S ENOCH GROVE RD, W MT CREEK RD, WHITE RD, GREENFIELD CIR, JAMISON CT, LAKESIDE ST, ROSE HILL RD, SHELL OIL RD.

OTHER/STORM DRAIN/MISCELLANEOUS: ANDREW CHAPEL RD, ELECTION COMMISSION, FERRY DR, GORE RD, GREENFIELD CIR, HOLLY BUSH PL SUBDIVISION, LOFLIN RD, MCCULLOUGH MCLIN RD, PISGAH RD, PUCKETT #2/ASHLEY RD/PUCKETT FIRE DEPT, RANKIN CTY SHERIFF, RED ALLEN RD, REGATTA DR, SCENIC DR, SHILOH OAKS RD, SPILLWAY RD, STULL RD, VOTE SIGNS, W MT CREEK RD, WHITE RD.

WORK SCHEDULED FOR THE MONTH OF DECEMBER 2022

1 Patch Potholes	County Crew
2 Install Culverts	County Crew
3 Clean Ditches	County Crew
4 Complete Work Orders as Assigned	County Crew
5. Paving: BAY POINTE SUBDIVISON, SPILLWAY RD, STULL RD.	J & L Enterprises

Mike Harrison

Attachment: Road Work Accomplished for November 2022 and Scheduled for December 2022 (18352 : Road Work Accomplished for November 2022 and Road Work Scheduled for

Exchange: _____ County Permit # _____

Engineer: _____

Tel. No.: _____

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

PROJECT NO. Magnolia Springs of Rankin County

UTILITY NAME: Telepak Network D.B.A C Spire

BY Brett Boling

ADDRESS 1018 Highland Colony PKWY, STE 400 Ridgeland, MS 39157, HEREIN CALLED APPLICANT proposes to construct a Fiber Optic Utility Facility along or across Magnolia Springs Blvd County Road(s), said facility to be installed between Gunter RD and HWY 469 N

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

Magnolia Springs BLVD

_____ in Rankin County, Mississippi, and hereby makes an application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without the 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 than 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 relocate of the facilities within 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.

Attachment: CSpire Utility Permit Magnolia Springs BLVD, Gunter Rd (18314 : Request Approval of CSpire Permit No. "Magnolia Springs of

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 within 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, they 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. The 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;

Attachment: CSpire Utility Permit Magnolia Springs BLVD, Gunter Rd (18314 : Request Approval of CSpire Permit No. "Magnolia Springs of

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 the 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. The applicant will abide by each provision and term as reflected on **Exhibit "A"** attached hereto and incorporated herein by reference.

WITNESS the signature of the Applicant this the 11 day of November, 20 22.

Chelsea Alford
NAME

Permit Coordinator
TITLE

Attachment: CSpire Utility Permit Magnolia Springs BLVD, Gunter Rd (18314 : Request Approval of CSpire Permit No. "Magnolia Springs of

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 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 the 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 5 day of December 2022. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hawsey

RANKIN COUNTY ROAD MANAGER

Name of Applicant: Telepak Networks d.b.a C Spire
Location of Project: Magnolia Springs Blvd
Type of Utility: Fiber Optics

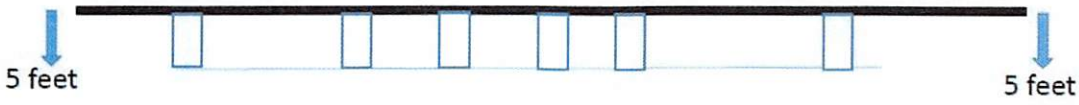
Attachment: CSpire Utility Permit Magnolia Springs BLVD, Gunter Rd (18314 : Request Approval of CSpire Permit No. "Magnolia Springs of

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 utpermit@rankincounty.org

2) Once approved by the Board of Supervisors the Contactor will be notified via email from UT permits.
   a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
   b) 48 hours 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 completed by 5 pm during weekdays. **All** pits will 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.

Attachment: CSpire Utility Permit Magnolia Springs BLVD, Gunter Rd (18314 : Request Approval of CSpire Permit No. "Magnolia Springs of

Exchange: Uniti Fiber Serial No.: _____

Engineer: Brent Sones

Tel. No.: 601-503-4529

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

PROJECT NO. 452546 GC THE SPILLWAY SC1 ^DF RANKIN COUNTY

UTILITY NAME Southern Light/Uniti Fiber

BY Amber O'Keefe

ADDRESS 781 Gulfline Road Pearl MS 39208, HEREIN CALLED APPLICANT proposes to construct a fiber optic installation Utility Facility along or across Spillway Road & N Shore Parkway County Road(s), said facility to be installed between Spillway Road and N Shore Parkway

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

Spillway Road & N Shore Parkway

_____ 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.

Attachment: Uniti Fiber Utility Permit 452546 Spillway Road, N Shore PKWY (18315 : Request Approval of Uniti Fiber Permit No. 452546 to

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,

Attachment: Uniti Fiber Utility Permit 452546 Spillway Road, N Shore PKWY (18315 : Request Approval of Uniti Fiber Permit No. 452546 to

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 4 day of November, 2022.

Amber O'Keefe
NAME

Permitting Specialist
TITLE

Attachment: Uniti Fiber Utility Permit 452546 Spillway Road, N Shore PKWY (18315 : Request Approval of Uniti Fiber Permit No. 452546 to

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 5 day of December 2022. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hawsey

RANKIN COUNTY ROAD MANAGER

Name of Applicant: Uniti Fiber
Location of Project: Spillway Rd. N Shore Pkwy
Type of Utility: Fiber optic

Attachment: Uniti Fiber Utility Permit 452546 Spillway Road, N Shore PKWY (18315 : Request Approval of Uniti Fiber Permit No. 452546 to

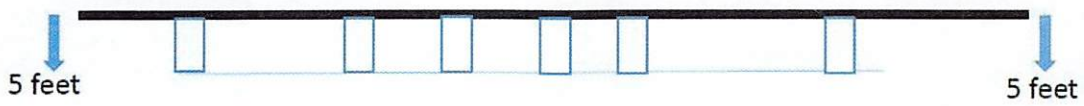
"EXHIBIT A"

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.

Attachment: Uniti Fiber Utility Permit 452546 Spillway Road, N Shore PKWY (18315 : Request Approval of Uniti Fiber Permit No. 452546 to

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.

Attachment: Uniti Fiber Utility Permit 452546 Spillway Road, N Shore PKWY (18315 : Request Approval of Uniti Fiber Permit No. 452546 to

Exchange: Uniti Fiber
Engineer: Brent Sones
Tel. No.: 601-503-4529

Serial No.: _____

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

PROJECT NO. 452547 GC THE SPILLWAY SC2 - C ^DF RANKIN COUNTY

UTILITY NAME Southern Light/Uniti Fiber

BY Amber O'Keefe

ADDRESS 781 Gulfline Road Pearl MS 39208, HEREIN CALLED APPLICANT proposes to construct a fiber optic installation Utility Facility along or across Spillway Road County Road(s), said facility to be installed between Spillway Road and _____

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

Spillway Road

_____

_____

_____ 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.

Attachment: Uniti Fiber Utility Permit 452547 Spillway Rd (1) (18316 : Request Approval of Uniti Fiber Permit No. 452547 to Construct a Fiber

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,

Attachment: Uniti Fiber Utility Permit 452547 Spillway Rd (1) (18316 : Request Approval of Uniti Fiber Permit No. 452547 to Construct a Fiber

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 4 day of November, 2022.

Amber O'Keefe
NAME

Permitting Specialist
TITLE

Attachment: Uniti Fiber Utility Permit 452547 Spillway Rd (1) (18316 : Request Approval of Uniti Fiber Permit No. 452547 to Construct a Fiber

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 5 day of December, 2022. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hawsey
RANKIN COUNTY ROAD MANAGER

Name of Applicant: Uniti Fiber
Location of Project: Spillway Rd.
Type of Utility: Fiber

Attachment: Uniti Fiber Utility Permit 452547 Spillway Rd (1) (18316 : Request Approval of Uniti Fiber Permit No. 452547 to Construct a Fiber

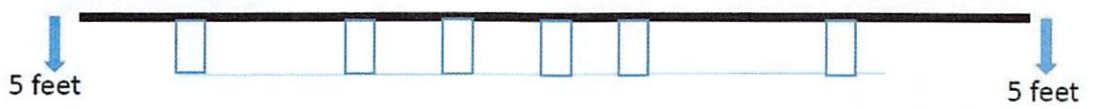
"EXHIBIT A"

Utility Contractor Requirements & Responsibilities:

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

Attachment: Uniti Fiber Utility Permit 452547 Spillway Rd (1) (18316 : Request Approval of Uniti Fiber Permit No. 452547 to Construct a Fiber

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.

Attachment: Uniti Fiber Utility Permit 452547 Spillway Rd (1) (18316 : Request Approval of Uniti Fiber Permit No. 452547 to Construct a Fiber

Exchange: Uniti Fiber County Permit # _____

Engineer: Brent Sones

Tel. No.: 601-503-4529

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

PROJECT NO. 452550 GC THE SPILLWAY SC4 - B ^DF

UTILITY NAME: Southern Light dba Uniti Fiber

BY Amber O'Keefe - Permitting Specialist

ADDRESS 781 Gulf Line RD Pearl, MS 39208, HEREIN CALLED APPLICANT proposes to construct a

fiber optic cable installation Utility Facility along or across Spillway RD County Road(s), said

facility to be installed between Spillway Road and _____

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

Spillway RD

_____

_____

_____ in Rankin County, Mississippi, and hereby makes an application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without the 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 than 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 relocate of the facilities within 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.

Attachment: Uniti Fiber Utility Permit 452550 Spillway Rd (2) (18317 : Request Approval of Uniti Fiber Permit No. 452550 to Construct a Fiber

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 within 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, they 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. The 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;

Attachment: Uniti Fiber Utility Permit 452550 Spillway Rd (2) (18317 : Request Approval of Uniti Fiber Permit No. 452550 to Construct a Fiber

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 the 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. The applicant will abide by each provision and term as reflected on **Exhibit "A"** attached hereto and incorporated herein by reference.

WITNESS the signature of the Applicant this the 4th day of November, 20 22.

Amber O'Keefe --Amber O'Keefe
NAME

Permitting Specialist
TITLE

Attachment: Uniti Fiber Utility Permit 452550 Spillway Rd (2) (18317 : Request Approval of Uniti Fiber Permit No. 452550 to Construct a Fiber

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 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 the 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 5 day of December 2022. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hawsey
RANKIN COUNTY ROAD MANAGER

Name of Applicant: Uniti Fiber
Location of Project: Spillway Rd.
Type of Utility: Fiber

Attachment: Uniti Fiber Utility Permit 452550 Spillway Rd (2) (18317 : Request Approval of Uniti Fiber Permit No. 452550 to Construct a Fiber

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 utpermit@rankincounty.org

2) Once approved by the Board of Supervisors the Contactor will be notified via email from UT permits.
   a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
   b) 48 hours 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 completed by 5 pm during weekdays. **All** pits will 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.

Attachment: Uniti Fiber Utility Permit 452550 Spillway Rd (2) (18317 : Request Approval of Uniti Fiber Permit No. 452550 to Construct a Fiber

Exchange: _____ Serial No.: _____

Engineer: _____

Tel. No.: _____

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

PROJECT NO. JB0001087952 RANKIN COUNTY

UTILITY NAME Comcast Cable

BY Comcast Cable

ADDRESS Starting: 117 Hall Dr, HEREIN CALLED APPLICANT proposes to construct a aerial and buried coax and fiber cable Utility Facility along or across Rankin County Road(s), said facility to be installed between Hall Dr and Gulde Shiloh Rd

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

Highway 80, Hall Dr, Niki Ln, Misty Ln, Raintree Dr, Aspen Grove, Gulde Shiloh 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.

Attachment: Comcast Utility Permit JB0001087952 Hall Drive, Gulde Shiloh Road (18318 : Motion to Deny Request of Approval of Comcast

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,

Attachment: Comcast Utility Permit JB0001087952 Hall Drive, Gulde Shiloh Road (18318 : Motion to Deny Request of Approval of Comcast

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 3rd day of November, 20 22.

Linda Taibl
NAME

Construction Supervisor
TITLE

Attachment: Comcast Utility Permit JB0001087952 Hall Drive, Gulde Shiloh Road (18318 : Motion to Deny Request of Approval of Comcast

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 _____ day of _____, 20___. 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: Comcast Cable
Location of Project: 117 Hall Dr
Type of Utility: Coax cable

Attachment: Comcast Utility Permit JB0001087952 Hall Drive, Gulde Shiloh Road (18318 : Motion to Deny Request of Approval of Comcast

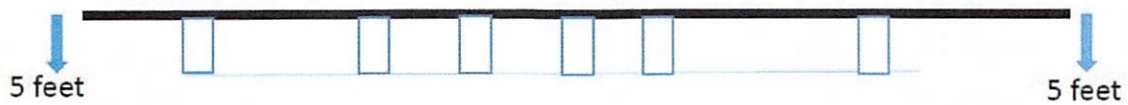
"EXHIBIT A"

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.

Attachment: Comcast Utility Permit JB0001087952 Hall Drive, Gulde Shiloh Road (18318 : Motion to Deny Request of Approval of Comcast

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.

Attachment: Comcast Utility Permit JB0001087952 Hall Drive, Gulde Shiloh Road (18318 : Motion to Deny Request of Approval of Comcast

Exchange: _____ Serial No.: _____

Engineer: _____

Tel. No.: _____

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

PROJECT NO. JB0001087952 RANKIN COUNTY

UTILITY NAME Comcast Cable

BY Comcast Cable

ADDRESS Starting: 160 Oak Dr, HEREIN CALLED APPLICANT proposes to construct a aerial and buried coax and fiber cable Utility Facility along or across Rankin County Road(s), said facility to be installed between Oak Dr and Lake Rd

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

Oak Dr, Scott Rd, Jackson Rd, Hinds Ave, Meridian Ave, Lauderdale Rd, Lakeshore Ct, Lakeshore Rd, Madison Rd, Prather Rd, Jackson Trl, Pelahatchie Rd, Short Rd, Lake 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.

Attachment: Comcast Utility Permit JB0001087952 Oak Drive, Lake Road (18319 : Motion to Deny Request of Approval of Comcast Permit No.

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,

Attachment: Comcast Utility Permit JB0001087952 Oak Drive, Lake Road (18319 : Motion to Deny Request of Approval of Comcast Permit No.

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 3rd day of Novemeber, 2022.

Linda Taibl
NAME

Construction Supervisor
TITLE

Attachment: Comcast Utility Permit JB0001087952 Oak Drive, Lake Road (18319 : Motion to Deny Request of Approval of Comcast Permit No.

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 _____ day of _____, 20___. 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: Comcast Cable
Location of Project: 160 Oak Dr
Type of Utility: Coax and fiber cables

Attachment: Comcast Utility Permit JB0001087952 Oak Drive, Lake Road (18319 : Motion to Deny Request of Approval of Comcast Permit No.

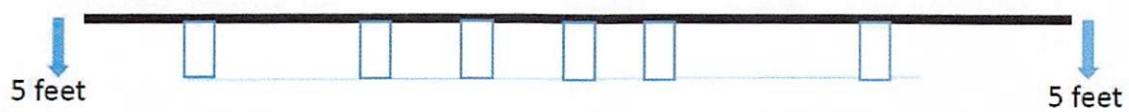
"EXHIBIT A"

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.

Attachment: Comcast Utility Permit JB0001087952 Oak Drive, Lake Road (18319 : Motion to Deny Request of Approval of Comcast Permit No.

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.

Attachment: Comcast Utility Permit JB00001087952 Oak Drive, Lake Road (18319 : Motion to Deny Request of Approval of Comcast Permit No.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 103122-1

To Customer: Rankin Co. Board of Supervisors
211 E Government Street Suite A
Brandon, MS 39042

Project: H22110- Andrew Jackson Circle Improvements

Via Engineer: Engineering Service
115 Aero Smith Drive
Richland, MS 39218

Application No. : JB App #1
Period From: 10/25/2022
Period To: 10/31/2022

Distribution to :
- ☐ Owner
- ☐ Engineer
- ☐ Contractor
- ☐
- ☐

From Contractor: Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner: Rankin County Board of Supervisors
211 East Government St Suite A
Brandon, MS 39042

External Contract No. ES 15R-8047

Application Date: 11/7/2022

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	$766,322.00
2. Net Change By Change Order	$0.00
3. Contract Sum To Date	$766,322.00
4. Work Completed To Date	$74,600.00
5. Stored Materials Inventory	$0.00
6. Total Completed and Stored To Date	$74,600.00
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are not furnished in lieu of Retainage.	$0.00
c. Retainage on Work Completed to Date 5.00 %	$3,730.00
d. Retainage on Stored Materials Inventory 0.00 %	$0.00
e. Total Calculated Retainage	$3,730.00
f. Total Retainage To Be Withheld	$3,730.00
8. Total Earned Less Retainage	$70,870.00
9. Less Previous Certificates For Payments	$0.00
10. Current Payment Due	$70,870.00
11. Balance to Finish, Plus Retainage	$695,452.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	**$0.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: _____ Date: 11/7/2022

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 7th day of November 2022

Notary Public: Amy L Whiteley

My Commission expires: January 12, 2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 98009 AMY L. WHITELEY Commission Expires Jan. 12, 2023 RANKIN COUNTY

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **$ 70,870.00**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: 12/5/22

OWNER:

By: Brad Calhoun Date: 12-5-22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Attachment: Andrew Jackson Circle Improvement Project - Pay Request No. 1 to Hemphill Construction

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #1
Application Date : 11/07/22
Period From: 10/25/22
Period To: 10/31/22
External Contract No.: ES 15R-8047

Invoice # : 103122-1

Contract : H22110- Andrew Jackson Circle Improvements

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Per Com
1	Mobilization	LS	1.00	$70,000.00	$70,000.00	0.00	0.50	0.50	$0.00	$35,000.00	0.00	$35,000.00	$35,000.00	50
2	Clearing and Grubbing	LS	1.00	$44,000.00	$44,000.00	0.00	0.90	0.90	$0.00	$39,600.00	0.00	$39,600.00	$4,400.00	90
3	Excess Excavation (FM)	CY	4,988.00	$14.00	$69,832.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$69,832.00	0
4	Unclassified Excavation (FM)	CY	2,540.00	$7.00	$17,780.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$17,780.00	0
5	Borrow Excavation (FM)	CY	4,933.00	$20.00	$98,660.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$98,660.00	0
6	Select Material 610 Crushed Stone	TON	125.00	$100.00	$12,500.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$12,500.00	0
7	Asphalt Paving (SC-1)	TON	398.00	$160.00	$63,680.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$63,680.00	0
8	Asphalt Paving (BB-1)	TON	1,674.00	$116.00	$194,184.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$194,184.00	0
9	30" RCP	LF	32.00	$110.00	$3,520.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$3,520.00	0
10	30"" RCP-FES	EA	2.00	$1,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$2,000.00	0
11	29 x 18 RCAP	LF	174.00	$92.00	$16,008.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$16,008.00	0
12	29 x 18 RCAP-FES	EA	8.00	$1,000.00	$8,000.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$8,000.00	0
13	22x13 RCAP	LF	78.00	$85.00	$6,630.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$6,630.00	0
14	22 x 13 RCAP-FES	EA	2.00	$1,000.00	$2,000.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$2,000.00	0
15	Traffic Control	TON	1.00	$37,365.00	$37,365.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$37,365.00	0
16	Thermoplastic Traffic Strip (Continuous Yellow)	LF	3,452.00	$1.25	$4,315.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$4,315.00	0
17	Thermoplastic Traffic Strip (Continuous White)	LF	3,500.00	$1.20	$4,200.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$4,200.00	0
18	Thermoplastic Detail Strip	LF	480.00	$3.00	$1,440.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$1,440.00	0
19	Thermoplastic Legend White (120 Mils)	LF	672.00	$7.00	$4,704.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$4,704.00	0
20	Thermoplastic Legend White (120 Mils)	SF	126.00	$11.50	$1,449.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$1,449.00	0
21	Regulatory Traffic Sign	SF	70.00	$46.00	$3,220.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$3,220.00	0
22	Traffic Sign Post	LF	140.00	$12.00	$1,680.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$1,680.00	0
23	Vegetative Materials for Mulch	TON	4.50	$230.00	$1,035.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$1,035.00	0
24	Seeding	SY	8,000.00	$0.42	$3,360.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$3,360.00	0
25	12"" Wattles	LF	1,500.00	$4.50	$6,750.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$6,750.00	0
26	Silt Fence	LF	4,500.00	$2.50	$11,250.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$11,250.00	0
27	Rip Rap 200lb for Erosion Control	TON	700.00	$70.00	$49,000.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$49,000.00	0
28	Rip Rap 200lb	TON	53.00	$70.00	$3,710.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$3,710.00	0
29	Filter Fabric	SY	55.00	$10.00	$550.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$550.00	0.00%
30	Concrete Junction Box	EA	1.00	$3,500.00	$3,500.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00		

Attachment: Andrew Jackson Circle Improvement Project - Pay Request No. 1 to Hemphill Construction

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #1
Application Date : 11/07/22
Period From: 10/25/22
Period To: 10/31/22
External Contract No.: ES 15R-8047

Invoice # : 103122-1

Contract : H22110- Andrew Jackson Circle Improvements

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Per Com
31	Utility Allowance	LS	1.00	$20,000.00	$20,000.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$20,000.00	0
	Totals				$766,322.00				$0.00	$74,600.00	$0.00	$74,600.00	$691,722.00	9
	Grand Totals				$766,322.00				$0.00	$74,600.00	$0.00	$74,600.00		

Attachment: Andrew Jackson Circle Improvement Project - Pay Request No. 1 to Hemphill Construction

The Chancery Clerk reported that pursuant to a resolution of the Board of Supervisors (the "Governing Body") of Rankin County, Mississippi (the "County") adopted on November 7, 2022, calling for a public hearing to be held at 9:00 AM on December 5, 2022, with respect to a *Tax Increment Financing Plan for the Flowood Town Center Project, City of Flowood, Mississippi, July 2008, as Amended and Restated January 2018, and as Amended and Restated November 2022* (the "TIF Plan"), he did cause a notice of the public hearing to be published on November 16, 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 Bishop offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTION OF THE "TAX INCREMENT FINANCING PLAN FOR THE FLOWOOD TOWN CENTER PROJECT, CITY OF FLOWOOD, MISSISSIPPI, JULY 2008, AS AMENDED AND RESTATED JANUARY 2018, AND AS AMENDED AND RESTATED NOVEMBER 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 January 16, 2018, 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 MUNICIPALITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS ($5,500,000) TO FINANCE THE COST OF INSTALLING AND CONSTRUCTING CERTAIN IMPROVMENTS FOR THE FLOWOOD TOWN CENTER, A HIGH QUALITY MIXED USE DEVELOPMENT CENTER WITHIN SAID COUNTY, IN ACCORDANCE WITH THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, AND DETERMINING THAT THE FLOWOOD TOWN CENTER 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, 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 Wednesday, November 16, 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

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at 211 East Government Street, Brandon, Mississippi at 9:00 AM on December 5, 2022, to permit the general public to state or present their views on the TIF Plan; and

WHEREAS, at 9:00 AM on December 5, 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, no qualified elector of the County filed a written objection or protest of any kind or character against the TIF Plan with the Clerk or any member of the Governing Body; and

WHEREAS, pursuant to the Act, the TIF Bonds, if issued, will be secured by a pledge of all of the City of Flowood, Mississippi's (the "City's") increased ad valorem taxes from the TIF District (as defined in the TIF Plan), including personal property located therein (the "City's Tax Increment"), and 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 to exceed fifty percent (50%) of the payment of the debt service on the TIF Bonds (the "County's Tax Increment"), (the County's Tax Increment together with the City's Tax Increment, the "Tax Increment"); 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; and

WHEREAS, the Board of Supervisors has determined that it is in the best interest of the County to proceed with the approval of the TIF Plan.

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 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, if all conditions of the City precedent to the issuance of the bonds are satisfied, to issue tax increment financing bonds or notes in an amount not to exceed Five Million Five Hundred Thousand Dollars ($5,500,000) 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

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

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 Bishop 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 December 5, 2022.

Brad Calhoun
Board President

ATTEST: Larry Swales
Chancery Clerk
by: J Flood DC

CHANCERY CLERK
RANKIN COUNTY, MS

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

EXHIBIT 1

PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 16TH DAY OF NOVEMBER, 2022, personally came Marcus Bowers, publisher of the Rankin County N
a weekly newspaper printed and published in the City of Brandon,
County of Rankin and State aforesaid, before me the undersigned of
and for said County and State, who being duly sworn, deposes ar
that said newspaper has been published for more than 12 months p
the first publication of the attached notice and is qualified under C
13-3-31, Laws of Mississippi, 1936, and laws supplementary and ame
thereto, and that a certain

NOTICE OF PUBLIC HEARING

TIF PLAN - FLOWOOD TOWN CENTER PROJECT

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

Vol 175 No. 19 on the 16th day of November, 2022

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned
Marcus Bowers this 16th day of November, 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)

588 words at .12 each	$70.56
Proof of Publication	NC
TOTAL	$70.56

NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
FLOWOOD TOWN CENTER PROJECT

Notice is hereby given that a public hearing will be held on Monday, December 5, 2022 at 9:00 A.M. at the regular meeting place of the Rankin County Board of Supervisors (the "Governing Body" of the "County") at 211 East Government Street, Suite A, Brandon, Mississippi 39402, on the Tax Increment Financing Plan, Flowood Town Center Project, Flowood, Mississippi, July 2008, as Amended and Restated January 2018, and as Amended and Restated November 2022 (the "TIF Plan"), for consideration by the Governing Body of the County. The County, jointly with the City of Flowood, Mississippi, (the "City") proposes to use the TIF Plan in compliance 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 City to issue tax increment financing revenue bonds or notes, jointly with Rankin County, Mississippi (the "County"), in one or more series, in an amount not to exceed Five Million Five Hundred Thousand Dollars ($5,500,000) which 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, 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 bonds or notes, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements") within the TIF District (as more particularly described in the TIF Plan) or land adjacent to and serving the TIF District.

The bonds or notes shall be secured solely by a pledge of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District as described in the TIF Plan, and will not be a general obligation of the City or the County and will not be secured by the full faith, credit, and taxing power of either the City or the County, nor will it create any other pecuniary liability on the part of the City or the County other than the pledge of the incremental increase in the ad valorem taxes set forth above.

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 or the City.

The City and County may exercise their authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), individually or jointly, pursuant to an Interlocal Cooperation Agreement as authorized by Section 21-45-3 of the Act.

Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the Chancery Clerk located at 211 East Government Street, Brandon, Mississippi 39402.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1, et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 7th day of November, 2022.
/S/ Larry Swales, Chancery Clerk
November 16, 2022
#1844

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

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

EXHIBIT 1

TIF PLAN

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

TAX INCREMENT FINANCING PLAN FOR THE FLOWOOD TOWN CENTER PROJECT, CITY OF FLOWOOD, MISSISSIPPI, JULY 2008, AS AMENDED AND RESTATED JANUARY 2018, AND AS AMENDED AND RESTATED NOVEMBER 2022



Prepared by:

GOURAS & ASSOCIATES

P.O. Box 1465
Ridgeland, MS 39158
601-605-8128 P 601-605-8129 F
chrisgouras@gourasandassociates.com
christiana@gourasandassociates.com

TAX INCREMENT FINANCING PLAN FOR THE FLOWOOD TOWN CENTER PROJECT, CITY OF FLOWOOD, MISSISSIPPI, JULY 2008, AS AMENDED AND RESTATED JANUARY 2018, AND AS AMENDED AND RESTATED NOVEMBER 2022

ARTICLE I

A. PREAMBLE

1. This *Tax Increment Financing Plan for the Flowood Town Center Project, City of Flowood, Mississippi, July 2008, as Amended and Restated January 2018, and as Amended and Restated November 2022* (the "TIF Plan"), is an amendment to and a restatement of that certain "Tax Increment Financing Plan, Flowood Town Center Project, City of Flowood, Mississippi, July 2008 as Amended and Restated January 2018", as approved and adopted by the Mayor and Board of Aldermen of the City of Flowood, Mississippi (the "City") on February 5, 2018. The administration and implementation of this TIF Plan will be an undertaking of 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 Redevelopment Plan adopted by the City on August 24, 1993 (the "Redevelopment Plan") and will be administered and implemented by the City and may also be implemented as a joint undertaking of the City and the County. This TIF Plan is being adopted to reflect the addition of approximately 12.28 acres to the TIF District, increasing the TIF District to approximately 43.08 acres.

2. Flowood Town Center Group, LLC, a Mississippi limited liability company (together with its assigns, the "Developer") proposes to construct a high-quality mixed-use development known as "Waterpointe" located off Highway 25 and east of the East Metro Corridor in the City (the "Project"). The Project will represent a private investment in excess of $150,000,000. The Project will be located on real property more particularly described in Article VII of this TIF Plan and the map attached hereto as "Exhibit A" (the "Map"), the land described in the Map and Article VII of this Plan being collectively 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 may be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes or other debt instruments as authorized by the TIF Act (collectively, the "TIF Bonds") to finance the Project as more fully described herein"). The TIF Bonds authorized by this TIF Plan shall not exceed Five Million Five Hundred Thousand Dollars ($5,500,000).

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

4. 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 Improvements which are constructed on the privately-owned portion of the Project.

5. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the Project and the community.

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 County Tax Assessor and from information provided by the Developer.

B. STATEMENT OF INTENT

1. The City may issue TIF Bonds in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed $5,500,000 which will be secured solely by a pledge of all the City's increased ad valorem taxes from the TIF District, including personal property located therein, and 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. 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, 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. After the Project has been substantially completed, 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.

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

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

C. **PUBLIC CONVENIENCE AND NECESSITY**

1. The public convenience and necessity requires participation by the City and the County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County, including:

   a. Construction of the Project will represent a private investment of approximately $150,000,000.

   b. The Project will create construction jobs with an estimated payroll of approximately $55,000,000.

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

   d. It is expected that the Project will result in an annual real and personal property tax *increase* of about $348,196 for the City.

   e. It is expected that the Project will result in an annual real and personal property tax *increase* of about $734,158 for the County.

   f. It is anticipated that the Project will yield an annual real and personal property tax increase of about $897,520 for the Rankin County School District.

   g. The annual sales generated by the Project are expected to reach approximately $60,585,000.

   h. The Project is expected to result in annual sales tax rebates to the City of about $784,575.

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

   j. The Project will utilize and develop raw commercial land currently served by no utilities, developing it into a modern new urbanist mixed-use town center.

ARTICLE II
PROJECT INFORMATION

A. **REDEVELOPMENT PROJECT DESCRIPTION:** The Project will be a high-quality mixed-use development and is expected to include offices, retail, restaurants, flats, and related on and off-site improvements. The Project is located on approximately 43.08 acres east of East Metro Parkway, as more particularly described by the Map and in Article VII of this TIF Plan.

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

B. DEVELOPER'S INFORMATION: Flowood Town Center Group, LLC, or its assigns, 206 North Greens Road, Fair Hope, Alabama, 36532

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION: The Project will create hundreds of construction jobs with an estimated payroll of $55,000,000. The Project will create hundreds of new permanent full and part-time jobs. Annual payroll is currently unknown.

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 Rankin County School District. The following are estimates of new ad valorem tax revenues expected to be generated. The estimates for real property taxes for the TIF District are based on an assumed new true value of $120,899,260 for the development and $9,079,627 for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of $17,435,833.

ENTITY	AD VALOREM MILLAGE RATE	2018 REAL & PERSONAL PROPERTY AV TAXES (30.8 acres)	2021 REAL & PERSONAL PROPERTY AV TAXES (12.8 acres)	REAL & PERSONAL PROPERTY AV TAXES AFTER PROJECT*	REAL & PERSONAL PROPERTY AV INCREMENT
City of Flowood	20	$74	$31	$348,301	**$348,196**
Rankin County	40.24	$150	$63	$734,370	**$734,158**
*School District Taxes***	51.55	$210	$87	$897,817	**$897,520**
TOTAL	**111.79**	**$434**	**$181**	**$1,980,488**	**$1,979,873**

***Assumes constant values and millage rates.**
**** School taxes are not eligible for use and are included for informational purposes only.**

2. The City will pledge all the City's increased ad valorem taxes from the TIF District, including personal property located therein, and the County will pledge 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value of the TIF District, including personal property located therein. The TIF Bonds will be sized based on one hundred percent (100%) of the City's increase in real and personal property ad valorem taxes from the TIF District plus 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value of the TIF District, including personal property located

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therein; provided, however, the County's portion shall not exceed fifty percent (50%) of the payment of the debt service on the TIF Bonds.

3. Retail Sales: It is anticipated that the Project will generate approximately $60,585,000 in sales annually which will create annual sales tax rebates of $784,575.

4. Special Taxes: It is anticipated that the Project will generate approximately $258,300 pursuant to the 2% Flowood Tourist and Recreation Tax.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. **CONSTRUCTION OF IMPROVEMENTS:** The improvements constructed for the Project (including, but not limited to 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, including promoting compatibility of land uses and promoting the orderly expansion of urban growth to provide the efficient use of resources.

B. **PUBLIC CONVENIENCE AND NECESSITY:** 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. **HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** 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 develop raw, commercial land currently served by no utilities, developing it into a modern new urbanist mixed-use development.

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 commercial property in the City. 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.

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

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. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent a private investment of approximately $150,000,000. 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 Governing Body does hereby find and determine 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 Improvements which are constructed on the privately-owned portion of the Project.

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

4. 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. All of the ad valorem tax increases from the real and personal property located within and comprising the TIF District will be pledged to secure the TIF Bonds.

3. The TIF Bonds may be issued in one or more series and will be sized based on one hundred percent (100%) of the City's increase in real and personal property ad valorem taxes from the TIF District plus 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value 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.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City may issue up to Five Million Five Hundred Thousand Dollars ($5,500,000) in TIF Bonds in one or more series which shall be secured by the pledge of all the City's increased ad valorem taxes from the TIF District, including personal property located therein, and 20 mills of the County's ad valorem taxes as applied to the Captured

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Assessed Value (as that term is defined in the TIF Act) of the TIF District, including personal property located therein. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City's increase in real and personal property ad valorem taxes from the TIF District plus 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value 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 Redevelopment Plan and this TIF Plan may be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF Bonds, which may include bonds, notes, or other debt obligations to provide funds to defray the cost of the Infrastructure Improvements.

2. It is requested that approximately $5,500,000 in TIF bonds will be issued for a term of 15 years as contemplated by this TIF Plan.

3. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

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 will be generated to finance the TIF Bonds contains approximately 43.08 acres, more or less, and is described below and in the Map.[1]

PARCEL	Total Acres	Acres in TIF	TRUE	ASSESSED	CITY	COUNTY	SCHOOL
G10 000109 00000	131.58	30.8	$22,427.03	$4,066.41	$73.90	$148.95	$208.95
*Please note that the TIF District represents approximately 23.41% of Parcel G10 000109 0000; therefore, the above amounts have been prorated accordingly.							
PARCEL	Total Acres	Acres in TIF	TRUE	ASSESSED	CITY	COUNTY	SCHOOL
G10 000109 00010	90.04	12.28	$10,414.27	$1,562.14	$31.35	$62.86	$87.14
*Please note that the TIF District represents approximately 13.64% of Parcel G10 000109 00010; therefore, the above amounts have been prorated accordingly.							

The above True and Assessed Values were obtained from the Rankin County Tax Assessor's office and a copy of the information is attached hereto as Exhibit B.

[1]As of the date of this TIF Plan, Parcel G10109 00000 has been divided into three separate tax parcels: G10 000109 00000 (39.55 acres) (NOT IN TIF DISTRICT); G10 000109 00010 (90.04 acres, 12.28 of which are being added to the TIF District); and G10 000109 00020 (4.05 acres in the TIF District). Consistent with the TIF Act, the original assessed values for land included in the 2018 TIF are as of January 2018. The original assessed value for the 12.28 acres added with this amendment are as of January 2022.

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

This TIF Plan shall remain in effect and existence 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:** The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the Rankin County School District. The following are estimates of new ad valorem tax revenues expected to be generated. The estimates for real property taxes for the TIF District are based on an assumed new true value of $120,899,260 for the development and $9,079,627 for furniture, fixtures, equipment, and inventory; and an assumed combined assessed value of $17,435,833.

ENTITY	AD VALOREM MILLAGE RATE	2018 REAL & PERSONAL PROPERTY AV TAXES (30.8 acres)	2021 REAL & PERSONAL PROPERTY AV TAXES (12.8 acres)	REAL & PERSONAL PROPERTY AV TAXES AFTER PROJECT*	REAL & PERSONAL PROPERTY AV INCREMENT
City of Flowood	20	$74	$31	$348,301	**$348,196**
Rankin County	40.24	$150	$63	$734,370	**$734,158**
*School District Taxes***	51.55	$210	$87	$897,817	**$897,520**
TOTAL	**111.79**	**$434**	**$181**	**$1,980,488**	**$1,979,873**

***Assumes constant values and millage rates. Additionally, the proposed TIF District represents approximately 13.64% of Parcel G10 000109 00010 and 23.41% of Parcel G10 000109 00000 as valued in 2018; therefore, the above amounts have been prorated accordingly.**
**** School taxes are not eligible for use and are included for informational purposes only.**

B. **RETAIL SALES:** It is anticipated that the Project will generate approximately $60,585,000 in sales annually which will create annual sales tax rebates of $784,575.

C. **FLOWOOD TOURIST AND RECREATION TAX:** It is anticipated that the Project will generate approximately $258,300 annually pursuant to the 2% Flowood Tourist and Recreation Tax.

The pledge of all the incremental increase of the City's ad valorem tax revenues together with

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

the County's pledge of 20 mills of the Captured Assessed Value of the TIF District, together with personal property thereon, as well as the sizing of the TIF Bonds consistent with the pledge are both set forth in Articles VI and XII of this TIF Plan.

ARTICLE X

A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Bond Fund: Flowood Town Center Project" shall be established by the City to receive ad valorem taxes and any other funds remitted in connection 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.

ARTICLE XII
PLAN OF FINANCING

A. **SECURITY FOR THE TIF BONDS:** The TIF Plan provides for the City to issue the TIF Bonds in one or more series which will be secured by the pledge of all the City's increased ad valorem taxes from the TIF District, including personal property located therein, and the County will pledge 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value 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 TIF Bonds will be sized based on one hundred percent (100%) of the City's increase in real and personal property ad valorem taxes from the TIF District plus 20 mills of the County's ad valorem taxes as applied to the Captured Assessed Value of the TIF District, including personal property located therein.

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

C. **AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

EXHIBIT A

MAP OF TIF DISTRICT

[ATTACHED]

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Waterpointe

EXHIBIT A-1 TO TIF PLAN

A	Community Bank	82,000 SF
B	Restaurant	5,400 SF
C	Restaurant	8,500 SF
D	Mixed-Use	
	Commercial	16,000 SF
	Residential	21,600 SF
E	Mixed-Use	
	Commercial	10,850 SF
	Residential	21,600 SF
F	Mixed-Use	
	Commercial	14,500 SF
	Residential	29,000 SF
G	Mixed-Use	
	Commercial	20,000 SF
	Residential	40,000 SF
H	Mixed-Use	
	Commercial	10,800 SF
	Residential	21,600 SF
J	Outparcel	2,400 SF
K	Outparcel	2,400 SF
L	Assisted Living	
M	Multi-Family	308,349 SF
	222 Units, 296 Parking	
N	GreenSpace / Future	
O	Swimming Pool	



Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 :

EXHIBIT A-2 to TAX INCREMENT FINANCING PLAN FOR THE FLOWOOD TOWN CENTER PROJECT CITY OF FLOWOOD, MISSISSIPPI, JULY 2008, AS AMENDED AND RESTATED JANUARY 2018 and as Amended and Restated April 2022

THE FOLLOWING DESCRIPTION SHALL BE USED FOR REPRESENTATIONAL PURPOSES OF THE EXHIBIT PROPERTY, SHOWING ±30.8 ACRES, BEING MORE FULLY DESCRIBED BELOW STARTING AT THE P.O.B.

THENCE PROCEED ALONG A BEARING OF SOUTH 73° 25' 14" EAST FOR A DISTANCE OF 561.28 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF OF 48° 24' 14", HAVING A RADIUS OF 186.10 FEET, HAVING A CHORD BEARING OF NORTH 83° 13' 51" EAST FOR A DISTANCE OF 152.59 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 25° 55' 14" EAST FOR A DISTANCE OF 65.09 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF NORTH 63° 47' 31" EAST FOR A DISTANCE OF 60.00 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF NORTH 25° 55' 14" WEST FOR A DISTANCE OF 9.00 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF NORTH 63° 47' 31" EAST FOR A DISTANCE OF 83.54 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF OF 03° 00' 39", HAVING A RADIUS OF 523.00 FEET, HAVING A CHORD BEARING OF NORTH 62° 17' 12" EAST FOR A DISTANCE OF 27.48 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 25° 55' 14" EAST FOR A DISTANCE OF 110.15 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF OF 11° 13' 28", HAVING A RADIUS OF 633.00 FEET, HAVING A CHORD BEARING OF NORTH 55° 44' 33", AND A CHORD LENGTH OF 123.81 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 25° 55' 14" EAST, AND A CHORD LENGTH OF 178.47 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 64° 04' 46" WEST FOR A DISTANCE OF 115.00 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 25° 55' 14" EAST FOR A DISTANCE OF 331.30 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 03° 27' 53" WEST FOR A DISTANCE OF 164.44 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 03° 27' 53" WEST FOR A DISTANCE OF 54.00 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF SOUTH 86° 32' 07" EAST FOR A DISTANCE OF 266.04 FEET TO A POINT;

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THENCE PROCEED ALONG A CURVE TO THE LEFT WITH A DELTA ANGLE OF 26° 00' 21", HAVING A RADIUS OF 599.00 FEET, HAVING A CHORD BEARING OF SOUTH 32° 30' 52" WEST, AND A CHORD LENGTH OF 269.55 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 91° 54' 57", HAVING A RADIUS OF 118.00 FEET, HAVING A CHORD BEARING OF SOUTH 65° 28' 10", HAVING A CHORD LENGTH OF 169.64 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE LEFT WITH A DELTA ANGLE OF 40° 05' 15", HAVING A RADIUS OF 199.00 FEET, HAVING A CHORD BEARING OF NORTH 88° 36' 59" WEST, HAVING A CHORD LENGTH OF 136.41 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 46° 23' 19", HAVING A RADIUS OF 401.00 FEET HAVING A CHORD BEARING OF NORTH 85° 27' 57" WEST, HAVING A CHORD LENGTH OF 315.87 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE LEFT WITH A DELTA ANGLE OF 55° 56' 49", HAVING A RADIUS OF 199.00 FEET, HAVING A CHORD BEARING OF SOUTH 89° 45' 18" WEST, HAVING A CHORD LENGTH OF 186.69 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 47° 48' 42", HAVING A RADIUS OF 201.00 FEET, HAVING A CHORD BEARING OF SOUTH 85° 41' 14" WEST, HAVING A CHORD LENGTH OF 162.90 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 93° 00' 49", HAVING A RADIUS OF 49.00 FEET, A CHORD BEARING OF SOUTH 63° 05' 11" WEST, AND A CHORD LENGTH OF 71.09 FEET.

THENCE PROCEED ALONG A BEARING OF SOUTH 16° 34' 46" WEST FOR A DISTANCE OF 22.97 FEET TO A POINT;

THENCE PROCEED ALONG A BEARING OF NORTH 73° 25' 14" WEST FOR A DISTANCE OF 69.06 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 177° 43' 40", HAVING A RADIUS OF 76.00 FEET, A CHORD BEARING OF NORTH 72° 17' 05" WEST, AND A CHORD LENGTH OF 151.97 FEET.

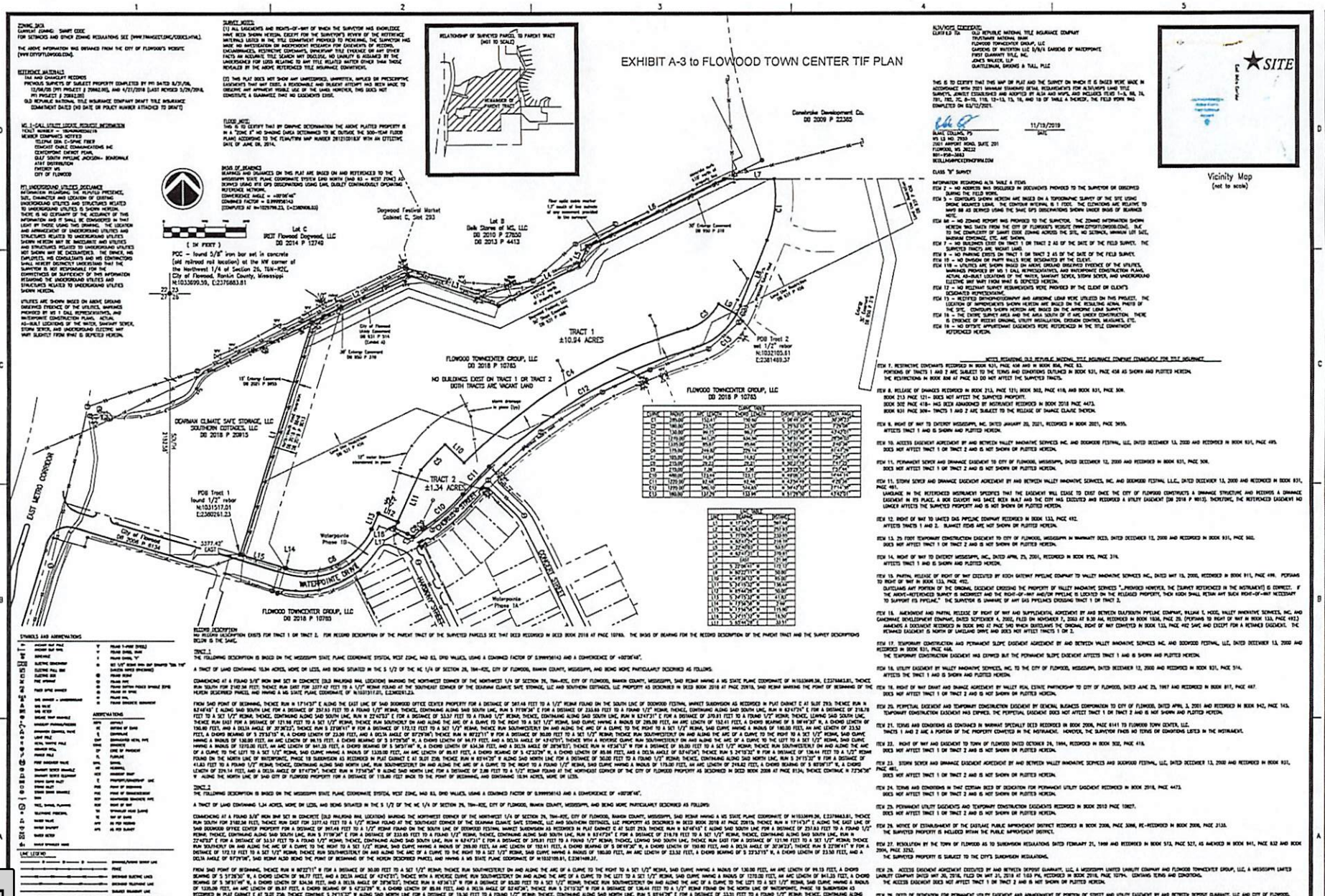
THENCE PROCEED ALONG A BEARING OF NORTH 16° 34' 46" EAST FOR A DISTANCE OF 18.31 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 73° 25' 14" WEST FOR A DISTANCE OF 89.00 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 16° 34' 46" EAST FOR A DISTANCE OF 99.69 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 73° 25' 14" WEST FOR A DISTANCE OF 30.17 FEET TO A POINT;

THENCE PROCEED ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF OF 29° 24' 57", HAVING A RADIUS OF 101.00 FEET, A CHORD BEARING OF NORTH 58° 42' 45" WEST, AND A CHORD LENGTH OF 51.29 FEET TO A POINT;

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THENCE PROCEED ALONG A BEARING OF NORTH 41° 20' 52" WEST FOR A DISTANCE OF 71.84 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 09° 14' 27" EAST FOR A DISTANCE OF 186.41 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 77° 41' 09" WEST FOR A DISTANCE OF 82.50 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 14° 30' 43" EAST FOR A DISTANCE OF 140.43 FEET TO A POINT;
THENCE PROCEED ALONG A BEARING OF NORTH 16° 43' 01" EAST A DISTANCE OF 620.50 FEET TO THE POINT OF BEGINNING.

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential



SURVEY NOTES:
(1) ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR WAS KNOWLEDGE HAVE BEEN SHOWN HEREON, EXCEPT FOR THE SURVEYOR'S REVIEW OF THE REFERENCE MATERIALS LISTED IN THE TITLE COMMITMENT PROVIDED TO PICKERING, THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT RESEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS AN ACCURATE TITLE SEARCH MAY DISCLOSE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY TITLE RELATED MATTER OTHER THAN THOSE REVEALED BY THE ABOVE REFERENCED TITLE INSURANCE COMMITMENT.

(2) THIS PLAT DOES NOT SHOW ANY UNRECORDED, UNWRITTEN, IMPLIED OR PRESCRIPTIVE EASEMENTS THAT MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO DISCLOSE ANY APPARENT VISIBLE USAGE OF THE LANDS HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO EASEMENTS EXIST.

FLOOD NOTE:
THIS IS TO CERTIFY THAT BY GRAPHIC DETERMINATION THE ABOVE PLOTTED PROPERTY IS IN A "ZONE X" AS SHOWING DATA DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD PLAINS ACCORDING TO THE FEMA/FIRM MAP NUMBER 28121C0183F WITH AN EFFECTIVE DATE OF JUNE 08, 2014.

BASIS OF BEARINGS
BEARINGS AND DISTANCES ON THIS PLAT ARE BASED ON AND REFERENCED TO THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2011) – WEST ZONE AS SURVEYED USING RTK GPS OBSERVATIONS USING CARL DUDLEY CONTINUOUSLY OPERATING REFERENCE NETWORK.
CONVERGENCE ANGLE = +00°26'46"
COMBINED FACTOR = 0.99995143
(COMPUTED AT N=1029789.23, E=2380400.83)

ALTA/NSPS CERTIFICATE:
TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
TRUSTMARK NATIONAL BANK
FLOWOOD TOWNCENTER GROUP, LLC
GARDENS OF WATERTON LLC D/B/A GARDENS OF WATERPOINTE
FIRST GUARANTY TITLE, INC.
JONES WALKER, LLP
QUATTLEBAUM, BROOKS & TULL PLLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–4, 8, 9, 13, 16, 17, 18, 19, AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03/03/2021.

11/19/2019
DATE

MARC COLLINS, PS
MS LS NO. 7930
2809 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
601-932-3663
MCOLLINS@PICKERINGFIRM.COM

CLASS "A" SURVEY

INFORMATION REGARDING ALTA TABLE A ITEMS
ITEM 2 – NO ADDRESS WAS DISCLOSED IN DOCUMENTS PROVIDED TO THE SURVEYOR OR OBSERVED DURING THE FIELD WORK.
ITEM 3 – CONTOURS SHOWN HEREON ARE BASED ON A TOPOGRAPHIC SURVEY OF THE SITE USING DRONE MOUNTED LIDAR. THE CONTOUR INTERVAL IS 1 FOOT. THE ELEVATIONS ARE RELATIVE TO NAVD 88 AS DERIVED USING THE SAME GPS OBSERVATIONS SHOWN UNDER BASIS OF BEARINGS NOTE.
ITEM 6A – NO ZONING REPORT WAS PROVIDED TO THE SURVEYOR. THE ZONING INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF FLOWOOD'S WEBSITE (WWW.CITYOFFLOWOOD.COM). DUE TO THE COMPLEXITY OF SAINT CLOUD ZONING ACROSS THE SITE, NO SETBACKS, MINIMUM LOT SIZE, MAXIMUM COVERAGE, ETC. ARE SHOWN.
ITEM 7 – NO BUILDINGS EXIST ON TRACT 1 OR TRACT 2 AS OF THE DATE OF THE FIELD SURVEY. THE SURVEYED TRACTS ARE VACANT LAND.
ITEM 8 – NO PARKING EXISTS ON TRACT 1 OR TRACT 2 AS OF THE DATE OF THE FIELD SURVEY.
ITEM 10 – NO DIVISION OF PARTY WALLS WERE DESIGNATED BY THE CLIENT.
ITEM 11B – UTILITIES ARE SHOWN BASED ON ABOVE GROUND OBSERVED EVIDENCE OF THE UTILITIES, MARKINGS PROVIDED BY MS 1 CALL REPRESENTATIVES, AND WATERPOINTE CONSTRUCTION PLANS. ACTUAL AS–BUILT LOCATIONS OF THE WATER, SANITARY SEWER, STORM SEWER, AND UNDERGROUND ELECTRIC MAY VARY FROM WHAT IS DEPICTED HEREON.
ITEM 17 – NO RECENT SURVEY REMARKS/NOTES WERE PROVIDED BY THE CLIENT OR CLIENT'S DESIGNATED REPRESENTATIVE.
ITEM 19 – RECEIVED ORTHOPHOTOGRAPHY AND AIRBORNE LIDAR WERE UTILIZED ON THIS PROJECT. THE LOCATION OF IMPROVEMENTS SHOWN HEREON ARE BASED ON THE RESULTING AERIAL PHOTO OF THE SITE. CONTOURS SHOWN HEREON ARE BASED ON THE AIRBORNE LIDAR SURVEY.
ITEM 1A – THE ENTIRE SURVEY AREA AND THE AREA SOUTH OF IT ARE UNDER CONSTRUCTION. THERE IS EVIDENCE OF RECENT GRADING, UTILITY INSTALLATIONS, EXCAVATION OPERATIONS, ROADWAYS, ETC.
ITEM 1B – NO OFFSITE APPURTENANT EASEMENTS WERE REFERENCED IN THE TITLE COMMITMENT REFERENCED HEREON.

NOTES REGARDING OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

ITEM 7. RESTRICTIVE COVENANTS RECORDED IN BOOK 931, PAGE 430 AND IN BOOK 834, PAGE 83.
PORTIONS OF TRACTS 1 AND 2 ARE SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN BOOK 931, PAGE 430 AS SHOWN AND PLOTTED HEREON.
THE RESTRICTIONS IN BOOK 834 AT PAGE 83 DO NOT AFFECT THE SURVEYED TRACTS.

ITEM 8. RELEASE OF DAMAGES RECORDED IN BOOK 213, PAGE 121; BOOK 302, PAGE 418, AND BOOK 931, PAGE 309.
BOOK 213 PAGE 121– DOES NOT AFFECT THE SURVEYED PROPERTY.
BOOK 302 PAGE 418– HAS BEEN ABANDONED BY INSTRUMENT RECORDED IN BOOK 2018 PAGE 4473.
BOOK 931 PAGE 309– TRACTS 1 AND 2 ARE SUBJECT TO THE RELEASE OF DAMAGE CLAIMS THEREIN.

ITEM 9. RIGHT OF WAY TO ENTERGY MISSISSIPPI, INC. DATED JANUARY 20, 2021, RECORDED IN BOOK 2021, PAGE 3935.
AFFECTS TRACT 1 AND IS SHOWN AND PLOTTED HEREON.

ITEM 10. ACCESS EASEMENT AGREEMENT BY AND BETWEEN VALLEY INNOVATIVE SERVICES INC. AND DOGWOOD FESTIVAL, LLC, DATED DECEMBER 13, 2000 AND RECORDED IN BOOK 931, PAGE 495.
DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 11. PERMANENT SEWER AND DRAINAGE EASEMENT TO CITY OF FLOWOOD, MISSISSIPPI, DATED DECEMBER 12, 2000 AND RECORDED IN BOOK 931, PAGE 509.
DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 11. STORM SEWER AND DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN VALLEY INNOVATIVE SERVICES, INC. AND DOGWOOD FESTIVAL L.L.C., DATED DECEMBER 13, 2000 AND RECORDED IN BOOK 931, PAGE 491.
LANGUAGE IN THE REFERENCED INSTRUMENT SPECIFIES THAT THE EASEMENT WILL CEASE TO EXIST ONCE THE CITY OF FLOWOOD CONSTRUCTS A DRAINAGE STRUCTURE AND RECEIVES A DRAINAGE EASEMENT IN ITS PLACE. A BOX CULVERT HAS SINCE BEEN BUILT AND THE CITY HAS EXECUTED AND RECORDED A UTILITY EASEMENT (DB 2018 P 10113). THEREFORE, THE REFERENCED EASEMENT NO LONGER AFFECTS THE SURVEYED PROPERTY AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 12. RIGHT OF WAY TO UNITED GAS PIPELINE COMPANY RECORDED IN BOOK 133, PAGE 492.
AFFECTS TRACTS 1 AND 2. BLANKET ITEMS ARE NOT SHOWN OR PLOTTED HEREON.

ITEM 13. 25 FOOT TEMPORARY CONSTRUCTION EASEMENT TO CITY OF FLOWOOD, MISSISSIPPI IN WARRANTY DEED, DATED DECEMBER 12, 2000 AND RECORDED IN BOOK 931, PAGE 502.
DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 14. RIGHT OF WAY TO ENTERGY MISSISSIPPI, INC. DATED APRIL 25, 2001, RECORDED IN BOOK 950, PAGE 376.
AFFECTS TRACT 1 AND IS SHOWN AND PLOTTED HEREON.

ITEM 15. PARTIAL RELEASE OF RIGHT OF WAY EXECUTED BY KOCH GATEWAY PIPELINE COMPANY TO VALLEY INNOVATIVE SERVICES INC., DATED MAY 10, 2000, RECORDED IN BOOK 911, PAGE 498. PERTAINS TO RIGHT OF WAY IN BOOK 133, PAGE 492.
QUESTIONS ANY PORTION OF THE ORIGINAL EASEMENT CROSSING THE PROPERTY OF VALLEY INNOVATIVE SERVICES ("…PROVIDED HOWEVER, THE COMPANY REFERENCED IN THE INSTRUMENT IS CORRECT. IF THE ABOVE-REFERENCED SURVEY IS INCORRECT AND THE RIGHT-OF-WAY FOR THE PIPELINE IS LOCATED ON THE RELEASED PROPERTY, THEN KOCH SHALL REMAIN ANY SUCH RIGHT-OF-WAY NECESSARY TO SUPPORT ITS PIPELINE." THE SURVEYOR IS UNAWARE OF ANY GAS PIPELINES CROSSING TRACT 1 OR TRACT 2.

ITEM 16. AMENDMENT AND PARTIAL RELEASE OF RIGHT OF WAY AND SUPPLEMENTAL AGREEMENT BY AND BETWEEN OAKSMITH PIPELINE COMPANY, WILLIAM E. HOOD, VALLEY INNOVATIVE SERVICES, INC. AND CANDOMAC DEVELOPMENT COMPANY, DATED SEPTEMBER 4, 2002, FILED ON NOVEMBER 7, 2003 AT 8:30 AM, RECORDED IN BOOK 1836, PAGE 20. (PERTAINS TO RIGHT OF WAY IN BOOK 133, PAGE 492.)
AMENDED A DISCHARGE RECORDED IN BOOK 890 AT PAGE 1006 WHICH RELEASED THE ORIGINAL RIGHT OF WAY CONVEYED IN BOOK 133, PAGE 492 SAVE AND EXCEPT FOR A RETAINED EASEMENT. THE RETAINED EASEMENT IS NORTH OF LAKELAND DRIVE AND DOES NOT AFFECT TRACTS 1 OR 2.

ITEM 17. TEMPORARY CONSTRUCTION AND PERMANENT SLOPE EASEMENT AGREEMENT BY AND BETWEEN VALLEY INNOVATIVE SERVICES INC. AND DOGWOOD FESTIVAL, LLC, DATED DECEMBER 13, 2000 AND RECORDED IN BOOK 931, PAGE 468.
THE TEMPORARY CONSTRUCTION EASEMENT HAS EXPIRED BUT THE PERMANENT SLOPE EASEMENT AFFECTS TRACT 1 AND IS SHOWN AND PLOTTED HEREON.

ITEM 18. UTILITY EASEMENT BY VALLEY INNOVATIVE SERVICES, INC. TO THE CITY OF FLOWOOD, MISSISSIPPI, DATED DECEMBER 12, 2000 AND RECORDED IN BOOK 931, PAGE 514.
AFFECTS THE TRACT 1 AND IS SHOWN AND PLOTTED HEREON.

ITEM 19. RIGHT OF WAY GRANT AND DRAINAGE AGREEMENT BY VALLEY REAL ESTATE PARTNERSHIP TO CITY OF FLOWOOD, DATED JUNE 23, 1997 AND RECORDED IN BOOK 817, PAGE 487.
DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 20. PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT BY GENERAL BUSINESS CORPORATION TO CITY OF FLOWOOD, DATED APRIL 3, 2001 AND RECORDED IN BOOK 942, PAGE 163.
TEMPORARY CONSTRUCTION EASEMENT HAS EXPIRED. THE PERPETUAL EASEMENT DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN AND PLOTTED HEREON.

ITEM 21. TERMS AND CONDITIONS AS CONTAINED IN WARRANT SPECIALLY DEED RECORDED IN BOOK 2006, PAGE 6141 TO FLOWOOD TOWN CENTER, LLC.
TRACTS 1 AND 2 ARE A PORTION OF THE PROPERTY CONVEYED IN THE INSTRUMENT. HOWEVER, THE SURVEYOR FINDS NO TERMS OR CONDITIONS LISTED IN THE INSTRUMENT.

ITEM 22. RIGHT OF WAY AND EASEMENT TO TOWN OF FLOWOOD DATED OCTOBER 26, 1994, RECORDED IN BOOK 302, PAGE 418.
DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 23. STORM SEWER AND DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN VALLEY INNOVATIVE SERVICES AND DOGWOOD FESTIVAL, LLC, DATED DECEMBER 13, 2000 AND RECORDED IN BOOK 931, PAGE 485.
DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 24. TERMS AND CONDITIONS IN THE CERTAIN DEED OF DEDICATION FOR PERMANENT UTILITY EASEMENT RECORDED IN BOOK 2018, PAGE 4473.
DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 25. PERMANENT UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS RECORDED IN BOOK 2010 PAGE 10807.
DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 26. NOTICE OF ESTABLISHMENT OF THE EASTLAKE PUBLIC IMPROVEMENT DISTRICT RECORDED IN BOOK 2008, PAGE 3088, RE-RECORDED IN BOOK 2009, PAGE 3133.
THE SURVEYED PROPERTY IS INCLUDED WITHIN THE PUBLIC IMPROVEMENT DISTRICT.

ITEM 27. RESOLUTION BY THE TOWN OF FLOWOOD AS TO SUBDIVISION REGULATIONS DATED FEBRUARY 21, 1989 AND RECORDED IN BOOK 573, PAGE 527, AS AMENDED IN BOOK 841, PAGE 832 AND BOOK 2004, PAGE 3252.
THE SURVEYED PROPERTY IS SUBJECT TO THE CITY'S SUBDIVISION REGULATIONS.

ITEM 28. ACCESS EASEMENT AGREEMENT EXECUTED BY AND BETWEEN DEPOSIT GUARANTY, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY AND FLOWOOD TOWNCENTER GROUP, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY DATED MAY 30, 2018, FILED ON MAY 31, 2018 AT 1:53 PM, RECORDED IN BOOK 2018, PAGE 10794. CONTAINS TERMS AND CONDITIONS.
THE ACCESS EASEMENT DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 29. DEED OF DEDICATION FOR PERMANENT UTILITY EASEMENT AND ABANDONMENT OF PORTION OF STREET AND UTILITY EASEMENT BY AND BETWEEN DEPOSIT GUARANTY, LLC AND CITY OF FLOWOOD, MISSISSIPPI RECORDED IN BOOK 2018, PAGE 8848 AND RE-RECORDED IN BOOK 2018, PAGE 9013. CONTAINS TERMS AND CONDITIONS INCLUDING RELEASE OF DAMAGES.
THE NORTH–SOUTH ROAD REFERENCED IS A PORTION OF TRACT 1 AND IS SHOWN AND PLOTTED HEREON. THE DRAINAGE EASEMENT AS DESCRIBED THEREIN DOES NOT AFFECT TRACT 1 OR TRACT 2 AND IS NOT SHOWN OR PLOTTED HEREON.

ITEM 30. DRAINAGE AGREEMENT WITH PARKING EASEMENT AND ACCESS AGREEMENT EXECUTED BY DEPOSIT GUARANTY, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY TO FLOWOOD TOWNCENTER GROUP, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, DATED MAY 30, 2018, FILED ON MAY 31, 2018 AT 1:04 PM, RECORDED IN BOOK 2018, PAGE 10815. CONTAINS TERMS AND CONDITIONS.
NEITHER THE DRAINAGE PROPERTY NOR THE DEVELOPER ACCESS EASEMENT AFFECT TRACT 1 OR TRACT 2 AND ARE NOT SHOWN OR PLOTTED HEREON.

REVISIONS:

PROJECT #: 20662.05
DATE: 6/10/2021
DRAWN BY: MBC
FIELD BOOK: Book x Page x
CHECKED BY: MBC

Pickering
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying • Transportation • Industrial • Water Resources
2809 Airport Road, Suite 201
Flowood, MS 39232
601.932.3663

Gardens of Waterpointe
CROMWELL ARCHITECTS ENGINEERS, INC.
Northeast Quarter, Section 26, Township 6 North, Range 2 East
City of Flowood, Rankin County, MS

SEAL

SHEET NUMBER:
1 of 1

DESCRIPTION:

Packet Pg. 246

10.G.a

Exhibit A-4 to Tax Increment Financing Plan for the Flowood Town Center Project, City of Flowood, Mississippi, July 2008, as Amended and Restated January 2018, and as Amended and Restated April 2022.

GARDENS OF WATERPOINTE, TRACT 1

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999958143 and a convergence of +00°08'46".

A tract of land containing 10.94 acres, more or less, and being situated in the S 1/2 of the NE 1/4 of Section 26, T6N-R2E, City of Flowood, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found 5/8" iron bar set in concrete (old railroad rail location) marking the northwest corner of the Northwest 1/4 of Section 26, T6N-R2E, City of Flowood, Rankin County, Mississippi, said rebar having a MS State Plane Coordinate of N:1033699.59, E:2376883.81, thence run SOUTH for 2182.58 feet; thence run EAST for 3377.42 feet to a 1/2" rebar found at the southeast corner of the Dearman Climate Safe Storage, LLC and Southern Cottages, LLC property as described in Deed Book 2018 at Page 20915, said rebar marking the POINT OF BEGINNING of the herein described parcel and having a MS State Plane Coordinate of N:1031517.01, E:2380261.23.

From said POINT OF BEGINNING, thence run N 17°14'57" E along the east line of said Dearman/Cottages property for a distance of 597.46 feet to a 1/2" rebar found on the south line of Dogwood Festival Market subdivision as recorded in Plat Cabinet C at Slot 293; thence run N 63°48'45" E along said south line for a distance of 257.93 feet to a found 1/2" rebar; thence, continuing along said south line, run S 71°09'36" E for a distance of 233.65 feet to a found 1/2" rebar; thence, continuing along said south line, run N 63°47'24" E for a distance of 218.78 feet to a set 1/2" rebar; thence, continuing along said south line, run N 22°40'03" E for a distance of 53.57 feet to a found 1/2" rebar; thence, continuing along said south line, run N 63°47'31" E for a distance of 370.61 feet to a found 1/2" rebar; thence, leaving said south line, thence run East for a distance of 121.98 feet to a set 1/2" rebar; thence run southerly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 285.00 feet, an arc length of 152.41 feet, a chord bearing of S 06°49'30" W, a chord length of 150.60 feet, and a delta angle of 30°38'23"; thence run S 22°08'41" W for a distance of 172.12 feet to a set 1/2" rebar; thence run southwesterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 180.00 feet, an arc length of 23.52 feet, a chord bearing of S 25°53'15" W, a chord length of 23.50 feet, and a delta angle of 07°29'08"; thence run N 60°22'11" W for a distance of 50.00 feet to a set 1/2" rebar; thence run southwesterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 130.00 feet, an arc length of 99.15 feet, a chord bearing of S 51°28'50" W, a chord length of 96.77 feet, and a delta angle of 43°42'01"; thence with a reverse curve run southwesterly on and along the arc of a curve to the left to a set 1/2" rebar, said curve having a radius of 1270.00 feet, an arc length of 641.35 feet, a chord bearing of S 58°51'49" W, a chord length of 634.56 feet, and a delta angle of 28°56'03"; thence run N 45°36'13" W for a distance of 65.00 feet to a set 1/2" rebar; thence run southwesterly on and along the arc of a curve to the left to a set 1/2" rebar, said curve having a radius of 1335.00 feet, an arc length of 85.67 feet, a chord bearing of S 42°33'29" W, a chord length of 85.66 feet, and a delta angle of 03°40'36"; thence run S 24°15'32" W for a distance of 138.44 feet to a 1/2" rebar found on the north line of Waterpointe, Phase 1B subdivision as recorded in Plat Cabinet E at Slot 258; thence run N 65°44'28" W along said north line for a distance of 50.00 feet to a found 1/2" rebar; thence, continuing along said north line, run S 24°15'32" W for a distance of 41.83 feet to a found 1/2" rebar; thence, continuing along said north line, run southwesterly on and along the arc of a curve to the right to a found 1/2" rebar, said curve having a radius of 175.00 feet, an arc length of 249.82 feet, a chord bearing

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

of S 65°09'17" W, a chord length of 229.14 feet, and a delta angle of 81°47'29"; thence run N 73°56'58" W along said north line for a distance of 2.69 feet to a 1/2" rebar found at the northeast corner of the City of Flowood property as described in Deed Book 2006 at Page 6134; thence continue N 73°56'58" W along the north line of said City of Flowood property for a distance of 115.80 feet back to the POINT OF BEGINNING, and containing 10.94 acres, more or less.
This description is based on a survey by Pickering Firm, Inc. dated 06-10-2021 (PFI Job No. 20662.05).

Pickering Firm, Inc. 2001 Airport Road, Suite 201 Flowood, MS 39232 (601) 956-3663

GARDENS OF WATERPOINTE, TRACT 2
The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999958143 and a convergence of +00°08'46".

A tract of land containing 1.34 acres, more or less, and being situated in the S 1/2 of the NE 1/4 of Section 26, T6N-R2E, City of Flowood, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a found 5/8" iron bar set in concrete (old railroad rail location) marking the northwest corner of the Northwest 1/4 of Section 26, T6N-R2E, City of Flowood, Rankin County, Mississippi, said rebar having a MS State Plane Coordinate of N:1033699.59, E:2376883.81, thence run SOUTH for 2182.58 feet; thence run EAST for 3377.42 feet to a 1/2" rebar found at the southeast corner of the Dearman Climate Safe Storage, LLC and Southern Cottages, LLC property as described in Deed Book 2018 at Page 20915; thence run N 17°14'57" E along the east line of said Dearman/Cottages property for a distance of 597.46 feet to a 1/2" rebar found on the south line of Dogwood Festival Market subdivision as recorded in Plat Cabinet C at Slot 293; thence run N 63°48'45" E along said south line for a distance of 257.93 feet to a found 1/2" rebar; thence, continuing along said south line, run S 71°09'36" E for a distance of 233.65 feet to a found 1/2" rebar; thence, continuing along said south line, run N 63°47'24" E for a distance of 218.78 feet to a set 1/2" rebar; thence, continuing along said south line, run N 22°40'03" E for a distance of 53.57 feet to a found 1/2" rebar; thence, continuing along said south line, run N 63°47'31" E for a distance of 370.61 feet to a found 1/2" rebar; thence, leaving said south line, thence run East for a distance of 121.98 feet to a set 1/2" rebar; thence run southerly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 285.00 feet, an arc length of 152.41 feet, a chord bearing of S 06°49'30" W, a chord length of 150.60 feet, and a delta angle of 30°38'23"; thence run S 22°08'41" W for a distance of 172.12 feet to a set 1/2" rebar; thence run southwesterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 180.00 feet, an arc length of 23.52 feet, a chord bearing of S 25°53'15" W, a chord length of 23.50 feet, and a delta angle of 07°29'08", said rebar also being the **POINT OF BEGINNING** of the herein described parcel and having a MS State Plane Coordinate of N:1032105.61, E:2381469.37.

From said **POINT OF BEGINNING**, thence run N 60°22'11" W for a distance of 50.00 feet to a set 1/2" rebar; thence run southwesterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 130.00 feet, an arc length of 99.15 feet, a chord bearing of S 51°28'50" W, a chord length of 96.77 feet, and a delta angle of 43°42'01"; thence with a reverse curve run southwesterly on and along the arc of a curve to the left to a set 1/2" rebar, said curve having a radius of 1270.00 feet, an arc length of 641.35 feet, a chord bearing of S 58°51'49" W, a chord length of 634.56 feet, and a delta angle

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

of 28°56'03"; thence run N 45°36'13" W for a distance of 65.00 feet to a set 1/2" rebar; thence run southwesterly on and along the arc of a curve to the left to a set 1/2" rebar, said curve having a radius of 1335.00 feet, an arc length of 85.67 feet, a chord bearing of S 42°33'29" W, a chord length of 85.66 feet, and a delta angle of 03°40'36"; thence run S 24°15'32" W for a distance of 138.44 feet to a 1/2" rebar found on the north line of Waterpointe, Phase 1B subdivision as recorded in Plat Cabinet E at Slot 258; thence continue S 24°15'32" W along said north line for a distance of 16.50 feet to a found 1/2" rebar; thence, continuing along said north line, run S 65°44'28" E for a distance of 33.51 feet to a found 1/2" rebar; thence, continuing along said north line, run southeasterly on and along the arc of a curve to the right to a found 1/2" rebar, said curve having a radius of 105.00 feet, an arc length of 14.64 feet, a chord bearing of S 61°44'49" E, a chord length of 14.63 feet, and a delta angle of 07°59'17"; thence, continuing along said north line, run northeasterly on and along the arc of a curve to the right to a 1/2" rebar found on the north line of Waterpointe, Phase 1A subdivision as recorded in Plat Cabinet E at Slot 256, said curve having a radius of 215.00 feet, an arc length of 29.23 feet, a chord bearing of N 50°37'18" E, a chord length of 29.21 feet, and a delta angle of 07°47'25"; thence run northeasterly on and along the north line of said Waterpointe, Phase 1A and along the arc of a curve to the right to a found 1/2" rebar, said curve having a radius of 215.00 feet, an arc length of 7.36 feet, a chord bearing of N 55°29'52" E, a chord length of 7.36 feet, and a delta angle of 01°57'44"; thence, continuing along said north line, run northeasterly on and the arc of a curve to the left to a found 1/2" rebar, said curve having a radius of 480.00 feet, an arc length of 123.46 feet, a chord bearing of N 49°06'37" E, a chord length of 123.12 feet, and a delta angle of 14°44'14"; thence, continuing along said north line, run northeasterly on and along the arc of a curve to the right to a found 1/2" rebar, said curve having a radius of 1220.00 feet, an arc length of 92.48 feet, a chord bearing of N 43°54'49" E, a chord length of 92.46 feet, and a delta angle of 04°20'36"; thence, leaving said north line, continue along the last curve and run northeasterly on and along the arc of a curve to the right to a set 1/2" rebar, said curve having a radius of 1220.00 feet, an arc length of 580.14 feet, a chord bearing of N 59°42'29" E, a chord length of 574.69 feet, and a delta angle of 27°14'44"; thence with a reverse curve run northeasterly on and along the arc of a curve to the left back to the **POINT OF BEGINNING**, said curve having a radius of 180.00 feet, an arc length of 137.29 feet, a chord bearing of N 51°28'50" E, a chord length of 133.99 feet, and a delta angle of 43°42'01", the herein described parcel contains 1.34 acres, more or less.

This description is based on a survey by Pickering Firm, Inc. dated 06-10-2021 (PFI Job No. 20662.05).

Pickering Firm, Inc.
2001 Airport Road, Suite 201
Flowood, MS 39232
(601) 956-3663

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

EXHIBIT B

DATA FROM COUNTY TAX ASSESSOR

[ATTACHED]

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

Print Search Again

TIF PLAN EXHIBIT B-1

PPIN	Parcel Number	Section	Township	Range
072077	G10 000109 00000	26	06	02

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

Assessed Owner
COMMUNITY BANK OF MISSISSIPPI
1255 W GOVERNMENT ST BRANDON MS39042
Location
0
Legal Description
131.58 A IN E2 S OF HWY 25 DB 290 PG 140 0092772 DB 660 PG 0213 0121092 DB 719 PG 0449 0122794

TAXES	Due	Paid
County	636.34	0.00
City	315.70	0.00
School	892.64	0.00
Total	1,844.68	0.00
Paid By		
Paid - Receipt #	N	
Date Paid	0/0/0	
# of Payments	0	
Penalty Paid	0	

Appraised Values	
Land Value	95,810.00
Improvement Value	0.00
Total	95,810.00
Assessed Values	
Land Value	14,372.00
Improvement Value	0.00
Total	14,372.00
Building Info.	
Year Built	0
Base Area	0
Adjusted Area	0
Structure Code	
Deed Info	
Book	2010
Page	8029
Date	4/22/2010
Miscellaneous	
Homestead Code	

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

Print Search Again

Exhibit B-2

PPIN	Parcel Number	Section	Township	Range
082409	G10 000109 00010	26	06	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
FLOWOOD TOWNCENTER GROUP LLC
1100 CAMELLIA BLVD STE 201 LAFAYETTE LA70508
Location
0 METRO PKWY
Legal Description
90.04AC IN S2 NW4 & SW4 OF SECT 25 & S2 NE4 & N2 SE4 & SE4 SE4 SECT 26 & NE4 NE4 SECT 35

TAXES	Due	Paid
County	460.91	460.91
City	229.08	229.08
School	638.90	638.90
Total	1,328.89	1,328.89
Paid By	FIRST GUARANTY TITLE	
Paid - Receipt #	Y	
Date Paid	1/5/2022	
# of Payments	1	
Penalty Paid	0	

Appraised Values	
Land Value	76,360.00
Improvement Value	0.00
Total	76,360.00
Assessed Values	
Land Value	0.00
Improvement Value	11,454.00
Total	11,454.00
Building Info.	
Year Built	0
Base Area	0
Adjusted Area	0
Structure Code	
Deed Info	
Book	2018
Page	10765
Date	5/31/2018
Miscellaneous	
Homestead Code	

Attachment: Resolution Approving Amended TIF Plan for Flowood Town Center Project (RFA-2022-299 : Consideration Of, and Potential

Memorandum of Understanding
Between
RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT
And
PSYCAMORE, L.L.C.

This Memorandum of Understanding is entered into the 5 day of December, 2022 by and between **Rankin County Youth Court Family Drug Treatment Court,** hereinafter known as FDTC, principally located at 100 Court Cove, Pelahatchie, MS 39145 and **Psycamore, L.L.C.** located at 2540 Flowood Drive, Flowood, MS 39232.

Purpose:

The purpose of the Memorandum of Understanding between FDTC and Psycamore is to develop an agreement between both agencies regarding the provision of Substance Use Disorder (SUD) Treatment services and mental health treatment services.

Responsibilities:

Psycamore agrees to:

1. Provide a designated point of contact to coordinate referrals from FDTC.

2. Based on availability and program capacity:
    a. Provide SUD/mental health screenings and treatment when appropriate for individuals referred by FDTC.
    b. Provide group, individual, family therapy as well as parenting classes, IOP, and other SUD/mental health treatment services as needed, including drug screening for individuals referred by FDTC.
    c. Recommend services for participants based on mental health screenings for each participants' risk level. Recommendation shall be communicated through written or electronic means and shall be approved by the FDTC before services are rendered.

3. Disclose fees for treatment to FDTC prior to treatment being initiated.

4. Provide invoices for all services rendered for FDTC participants within thirty (30) days of the participant's completion of or termination from Psycamore.

5. Provide bi-monthly updates to FDTC Staff regarding FDTC client's participation, attendance, drug screening results, and any other necessary updates.

6. Provide certification of program completion to the individual and FDTC upon successfully completing treatment and receipt of payment for services from FDTC.

Attachment: MOU between Youth Court and Psycamore, LLC (RFA-2022-300 : Authorization for Board President, County Administrator or

Rankin County Family Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Psycamore.

2. Refer individuals for mental health screening by Psycamore to determine the participant's risk level.

3. Once participants are referred to Psycamore, and Psycamore has communicated the results of the mental health screening and recommended services, FDTC shall pre-approve payment for services before they are rendered.

4. Be financially responsible for the cost of such mental health screening and treatment services provided by Psycamore and pre-approved by the FDTC to individuals that are referred by FDTC based on the agreed upon fee schedule attached as Exhibit A. Invoices shall be payable Psycamore upon receipt of invoice and initiation of services.

5. Provide Psycamore with copies of relative legal documents including, but not limited to, Court orders for SUD treatment at Psycamore.

Duration of Agreement:

This Memorandum of Understanding shall be valid until September 30, 2027, and may be renewed for subsequent one (1) year terms. During the term of this agreement, both parties agree that continuation of this MOU is based on the availability of funds. FDTC agrees to be financially responsible for the payment of all services provided by Psycamore to individuals referred by FDTC prior to the effective termination date of the agreement.

Nondiscrimination Assurances:

Psycamore does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

Rankin County Youth Court Family Drug Treatment Court does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

Amendment Notices:

This Memorandum of Understanding may be amended with written agreement by both parties, and signed by the Authorized Representative of each party. The budgetary amount allotted to Psycamore for treatment services may be adjusted as necessary through written agreement between both parties.

Attachment: MOU between Youth Court and Psycamore, LLC (RFA-2022-300 : Authorization for Board President, County Administrator or

Termination Notices:

This MOU may be terminated by either party, with or without cause, upon delivery of written notice thereof by the terminating party to the other party not less than thirty (30) days prior to the effective date of termination.

For the purposes of this MOU, "cause" shall be defined as, in the reasonable discretion of the terminating party, the failure by the other party to substantially comply with a material term of this MOU or the breach by the non-terminating party of a material term of this MOU. Notices of termination and any other notice to be provided under this agreement shall be addressed to the parties as indicated below:

If to Rankin County Youth Court Family Drug Treatment Court:

Honorable Tom Broome
Rankin County Youth Court Judge
100 Court Cove
Pelahatchie, MS 39145

If to Psycamore:

Jennifer Harris
Executive Director
2540 Flowood Drive
Flowood, MS 39232

This MOU contains the entire agreement between the parties and supersedes any previous understandings, commitments, or arrangements (oral or written) with respect to this MOU. The individuals below hereby attest to and certify by means of their signatures their authority as representatives of the herein-named institutions for purposes of this MOU.

Judge Tom Broome Rankin County Youth Court Judge	Date
Brad Calhoun Rankin County Board of Supervisors	12-5-22 Date
Jennifer Harris Executive Director, Psycamore	11/16/2022 Date

Attachment: MOU between Youth Court and Psycamore, LLC (RFA-2022-300 : Authorization for Board President, County Administrator or

Memorandum of Understanding
Between
RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT
And
PSYCAMORE

ATTACHMENT A
FEE SCHEDULE

- Partial Hospitalization Program (PHP)-- $450.00/day
- Intensive Outpatient Therapy (IOP) -- $325.00/day
- Level 2 Office Visit -- $75.00
- Level 3 Office Visit -- $85.00
- Diagnostic Exam with Medical Services -- $150.00
- Individual Therapy -- $65.00 (30 min.), $85.00 (45 min.), or $125.00 (60 min.)
- Drug Screen -- $50.00
- Psychiatric Evaluation of Records-- $85.00

All fees for services are non-refundable if the individual referred by FDTC terminates participation in services against the advice of Psycamore, or if discharged from services for violations of program policy.

Attachment: MOU between Youth Court and Psycamore, LLC (RFA-2022-300 : Authorization for Board President, County Administrator or

LP

Memorandum of Understanding
Between
RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT
And
PELAHATCHIE DENTAL CLINIC

This Memorandum of Understanding is entered into the 5 day of December, 2022 by and between **Rankin County Youth Court Family Drug Treatment Court,** hereinafter known as FDTC, principally located at 100 Court Cove, Pelahatchie, MS 39145 and **Pelahatchie Dental Clinic,** located at 105 N. Brooks Avenue, Pelahatchie, MS 39145.

Purpose:

The purpose of the Memorandum of Understanding between FDTC and Pelahatchie Dental Clinic is to develop an agreement between both agencies regarding the provision of dental services for participants and family members of the Rankin County Family Drug Intervention Court. FDTC recognizes that participants and their families would best be served by increasing dental screenings and services for both the caretakers and the minor children. This MOU will develop a collaboration with local dental providers who are positions to provide dental services to these FDTC participants.

Responsibilities:

Pelahatchie Dental Clinic, agrees to:

1. Provide a designated point of contact to coordinate referrals from FDTC.
2. Provide dental assessments, work and services when appropriate for individuals referred by FDTC.
3. Disclose fees for services to FDTC prior to services being initiated.
4. Provide invoices for all services rendered for FDTC participants within thirty (30) days of completion.
5. Provide updates to FDTC Staff regarding FDTC client's attendance, dental service needs, and any other necessary updates.

Rankin County Family Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Pelahatchie Dental Clinic.
2. Refer individuals for assessment by Pelahatchie Dental Clinic to determine the participant's dental needs.

Attachment: MOU between Youth Court and Pelahatchie Dental Clinic (RFA-2022-301 : Authorization for Board President, County

3. Once participants are referred to Pelahatchie Dental Clinic and Pelahatchie Dental Clinic has communicated the recommended services, FDTC shall pre-approve payment for services before they are rendered.

4. Be financially responsible for the cost of such assessment and treatment services provided by Pelahatchie Dental Clinic and pre-approved by the FDTC to individuals that are referred by FDTC based on the agreed upon fee schedule attached as Exhibit A. Invoices shall be payable Pelahatchie Dental Clinic upon receipt of invoice and initiation of services.

Duration of Agreement:

This Memorandum of Understanding shall be valid until September 30, 2027, and may be renewed for subsequent one (1) year terms. During the term of this agreement, both parties agree that continuation of this MOU is based on the availability of funds. FDTC agrees to be financially responsible for the payment of all services provided by Pelahatchie Dental Clinic to individuals referred by FDTC prior to the effective termination date of the agreement.

Nondiscrimination Assurances:

Pelahatchie Dental Clinic does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

Rankin County Youth Court Family Drug Treatment Court does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

Amendment Notices:

This Memorandum of Understanding may be amended with written agreement by both parties, and signed by the Authorized Representative of each party. The budgetary amount allotted to Pelahatchie Dental Clinic for treatment services may be adjusted as necessary through written agreement between both parties.

Termination Notices:

This MOU may be terminated by either party, with or without cause, upon delivery of written notice thereof by the terminating party to the other party not less than thirty (30) days prior to the effective date of termination.

Attachment: MOU between Youth Court and Pelahatchie Dental Clinic (RFA-2022-301 : Authorization for Board President, County

For the purposes of this MOU, "cause" shall be defined as, in the reasonable discretion of the terminating party, the failure by the other party to substantially comply with a material term of this MOU or the breach by the non-terminating party of a material term of this MOU. Notices of termination and any other notice to be provided under this agreement shall be addressed to the parties as indicated below:

If to Rankin County Youth Court Family Drug Treatment Court:

Honorable Tom Broome
Rankin County Youth Court Judge
100 Court Cove
Pelahatchie, MS 39145

If to Pelahatchie Dental Clinic:

Pelahatchie Dental Clinic
Dr. Bradley Williams, DMD
105 N. Brooks Avenue
Pelahatchie, MS 39145

This MOU contains the entire agreement between the parties and supersedes any previous understandings, commitments, or arrangements (oral or written) with respect to this MOU. The individuals below hereby attest to and certify by means of their signatures their authority as representatives of the herein-named institutions for purposes of this MOU.

Judge Tom Broome Rankin County Youth Court Judge	Date
Brad Calhoun Rankin County Board of Supervisors	12-5-22 Date
Dr. Bradley Williams, DMD	11/17/22 Date

Attachment: MOU between Youth Court and Pelahatchie Dental Clinic (RFA-2022-301 : Authorization for Board President, County Administrator

Memorandum of Understanding
Between
RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT
And
TAYLOR EYECARE

This Memorandum of Understanding is entered into the 5 day of December, 2022 by and between **Rankin County Youth Court Family Drug Treatment Court,** hereinafter known as FDTC, principally located at 100 Court Cove, Pelahatchie, MS 39145 and Taylor Eyecare**,** located at 315 Crossgates Blvd., Suite G, Brandon, MS 39042.

Purpose:

The purpose of the Memorandum of Understanding between FDTC and Taylor Eyecare is to develop an agreement between both agencies regarding the provision of optometry services for participants and family members of the Rankin County Family Drug Intervention Court. FDTC recognizes that participants and their families would best be served by increasing optometry screenings and services for both the caretakers and the minor children. This MOU will develop a collaboration with local optometry providers who are positions to provide optometry services to these FDTC participants.

Responsibilities:

Taylor Eyecare, agrees to:

1. Provide a designated point of contact to coordinate referrals from FDTC.
2. Provide optometry exams, work, services, and necessary optometry related products such as contact lens and glasses when appropriate for individuals referred by FDTC.
3. Disclose fees for services to FDTC prior to services being initiated.
4. Provide invoices for all services and products rendered for FDTC participants within thirty (30) days of completion.
5. Provide updates to FDTC Staff regarding FDTC client's attendance, optometry and product needs, and any other necessary updates.

Rankin County Family Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Taylor Eyecare.
2. Refer individuals for assessment by Taylor Eyecare to determine the participant's optometry needs.

Attachment: MOU between Youth Court and Taylor Eyecare (RFA-2022-302 : Authorization for Board President, County Administrator or

3. Once participants are referred to Taylor Eyecare and Taylor Eyecare has communicated the recommended services, FDTC shall pre-approve payment for services and products before they are rendered.

4. Be financially responsible for the cost of such assessment, treatment services and products provided by Taylor Eyecare and pre-approved by the FDTC to individuals that are referred by FDTC based on the agreed upon fee schedule attached as Exhibit A. Invoices shall be payable Taylor Eyecare upon receipt of invoice and initiation of services.

Duration of Agreement:

This Memorandum of Understanding shall be valid until September 30, 2027, and may be renewed for subsequent one (1) year terms. During the term of this agreement, both parties agree that continuation of this MOU is based on the availability of funds. FDTC agrees to be financially responsible for the payment of all services provided by Taylor Eyecare to individuals referred by FDTC prior to the effective termination date of the agreement.

Nondiscrimination Assurances:

Taylor Eyecare does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

Rankin County Youth Court Family Drug Treatment Court does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

Amendment Notices:

This Memorandum of Understanding may be amended with written agreement by both parties, and signed by the Authorized Representative of each party. The budgetary amount allotted to Taylor Eyecare for treatment services may be adjusted as necessary through written agreement between both parties.

Termination Notices:

This MOU may be terminated by either party, with or without cause, upon delivery of written notice thereof by the terminating party to the other party not less than thirty (30) days prior to the effective date of termination.

Attachment: MOU between Youth Court and Taylor Eyecare (RFA-2022-302 : Authorization for Board President, County Administrator or

For the purposes of this MOU, "cause" shall be defined as, in the reasonable discretion of the terminating party, the failure by the other party to substantially comply with a material term of this MOU or the breach by the non-terminating party of a material term of this MOU. Notices of termination and any other notice to be provided under this agreement shall be addressed to the parties as indicated below:

If to Rankin County Youth Court Family Drug Treatment Court:

Honorable Tom Broome
Rankin County Youth Court Judge
100 Court Cove
Pelahatchie, MS 39145

If to Taylor Eyecare:

Taylor Eyecare
Dr. Anna Pope Taylor, OD
315 Crossgates Blvd.
Suite G
Brandon, MS 39042

This MOU contains the entire agreement between the parties and supersedes any previous understandings, commitments, or arrangements (oral or written) with respect to this MOU. The individuals below hereby attest to and certify by means of their signatures their authority as representatives of the herein-named institutions for purposes of this MOU.

_____ _____
Judge Tom Broome — Date
Rankin County Youth Court Judge

Brad Calhoun — 12-5-22
Rankin County Board of Supervisors — Date

_____ _____
Dr. Anna Pope Taylor, OD — Date

Attachment: MOU between Youth Court and Taylor Eyecare (RFA-2022-302 : Authorization for Board President, County Administrator or

Memorandum of Understanding
Between
RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT
And
TAYLOR EYECARE

ATTACHMENT A
FEE SCHEDULE

- Eye Exam -- $95.00
- Eyeglasses -- $70.00 and up
- Lens – based on RX cost
- Line Bifocals-- $120.00

Attachment: MOU between Youth Court and Taylor Eyecare (RFA-2022-302 : Authorization for Board President, County Administrator or

RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi

AUDITED FINANCIAL STATEMENTS
FOR THE SEVEN MONTHS ENDED APRIL 30, 2022

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

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Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

Windham and Lacey, PLLC

Certified Public Accountants

2708 Old Brandon Road
Pearl, MS 39208
(601)939-8676 Fax (601)939-8761
windhamandlacey.com

P. O. Box 759
Crystal Springs, MS 39059
(601)892-4001 Fax (601)892-5978

Members:
American Institute of CPAs
Mississippi Society of CPAs

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Rankin County Human Resource Agency

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Rankin County Human Resource Agency, as of and for the seven month period ended April 30, 2022, and the related notes to the financial statements, which collectively comprise Rankin County Human Resource Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Rankin County Human Resource Agency, as of April 30, 2022, and the respective changes in financial position thereof for the seven month period then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedules, the Schedule of the Agency's Proportionate Share of the Net Pension Liability and the Schedule of the Agency's Contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Omission of Required Supplementary Information

Rankin County Human Resource Agency has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplemental Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Rankin County Human Resource Agency's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

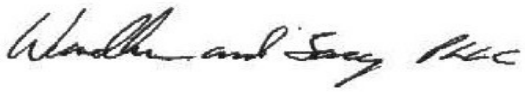
Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 3, 2022, on our consideration of Rankin County Human Resource Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Rankin County Human Resource Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Rankin County Human Resource Agency's internal control over financial reporting and compliance.

Emphasis of a Matter

As discussed in Note 10, Rankin County Human Resource Agency ceased operations on September 30, 2022.



Windham and Lacey, PLLC
November 3, 2022

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

FINANCIAL STATEMENTS

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi
Statement of Net Position
April 30, 2022

Exhibit 1

	Primary Government
	Governmental Activities
ASSETS	
Current Assets:	
Cash and cash equivalents	$ 746,799
Due from other governments	166,923
Total Current Assets	913,722
Total Assets	913,722
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pensions	163,684
Total Deferred Outflows of Resources	163,684
LIABILITIES	
Current Liabilities:	
Accounts payable	27,796
Other accrued liabilities	98,978
Total Current Liabilities	126,774
Noncurrent Liabilities:	
Net pension liability	563,497
Total Noncurrent Liabilities	563,497
Total Liabilities	690,271
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pensions	609,084
Total Deferred Inflows of Resources	609,084
NET POSITION	
Unrestricted	(221,949)
Total Net Position	$ 1,686,490

The accompanying notes to the financial statements are an integral part of this statement.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi
Statement of Activities
For the Period Ended April 30, 2022

Exhibit 2

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities
Primary Government					
Governmental Activities:					
Personal services	$ 295,815				(295,815)
Contractual services	1,004,796		1,045,603		40,807
Consumable supplies and materials	16,992				(16,992)
Total Governmental Activities	$ 1,317,603	0	1,045,603	0	(272,000)
General Revenues:					
Rankin County					$ 385,399
Other local revenues					24,342
Total General Revenues					409,741
Changes in Net Position					137,741
Net Position - Beginning					(359,690)
Net Position - Ending					$ (221,949)

The accompanying notes to the financial statements are an integral part of this statement.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi
Balance Sheet - Governmental Funds
April 30, 2022

Exhibit 3

	Major Funds		
	General Fund	Special Revenue Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 746,799		746,799
Due from other governments		166,849	166,849
Interest receivable	74		74
Total Assets	$ 746,873	166,849	913,722
LIABILITIES AND FUND BALANCE			
Liabilities:			
Accounts payable	$ 13,477	14,319	27,796
Other accrued liabilities	39,219	59,759	98,978
Total Liabilities	52,696	74,078	126,774
Fund Balances:			
Restricted		92,771	92,771
Unassigned	694,177		694,177
Total Fund Balances	694,177	92,771	786,948
Total Liabilities and Fund Balances	$ 746,873	166,849	913,722

The accompanying notes to the financial statements are an integral part of this statement.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position
April 30, 2022

Exhibit 3-1

Total Fund Balance - Governmental Funds	$	786,948
Net pension obligations are not due and payable in the current period and, therefore, are not reported in the funds.		(563,497)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds:		
Deferred outflows of resources:		
Related to pensions	163,684	
Deferred inflows of resources:		
Related to pensions	(609,084)	(445,400)
Total Net Position - Governmental Activities	$	(221,949)

The accompanying notes to the financial statements are an integral part of this statement.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Period Ended April 30, 2022

Exhibit 4

	Major Funds		
	General Fund	Special Revenue Fund	Total Governmental Funds
REVENUES			
Local sources	$ 419,175	2,500	421,675
Federal sources		1,045,603	1,045,603
Total Revenues	419,175	1,048,103	1,467,278
EXPENDITURES			
Current:			
Personnel services	340,836	104,066	444,902
Contractual services	62,025	936,473	998,498
Consumable supplies and materials	5,212	11,495	16,707
Capital outlay	3,184		3,184
Total Expenditures	411,257	1,052,034	1,463,291
Excess of Revenues Over (Under) Expenditures	7,918	(3,931)	3,987
Net Changes in Fund Balances	7,918	(3,931)	3,987
Fund Balances - Beginning	686,259	96,702	782,961
Fund Balances - Ending	$ 694,177	92,771	786,948

The accompanying notes to the financial statements are an integral part of this statement.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi
Reconciliation of the Statement of Revenues, Expenditures and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
For the Period Ended April 30, 2022

Exhibit 4-1

		Amount
Net Changes in Fund Balances - Governmental Funds	$	3,987
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital outlays: Gain on sale of assets ($10,379), Proceeds from sale of assets ($22,313)		(11,934)
Depreciation expense		(3,399)
Certain revenues and expenses reported in the Statement of Activities are not available for spending or do not require the use of current resources and, therefore, are not reported in the government funds. The change in net position (deficit) differs from the change in fund balance by a combination of the following items:		
Change in compensated absences		49,560
Change in fringe benefits related to pension		99,527
Change in Net Position of Governmental Activities	$	137,741

The accompanying notes to the financial statements are an integral part of this statement.

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RANKIN COUNTY HUMAN RESOURCE AGENCY

Notes to Financial Statements
For the Period Ended April 30, 2022

(1) Summary of Significant Accounting Policies.

A. Financial Reporting Entity

Rankin County Human Resource Agency ("Agency") was organized by the Rankin County Board of Supervisors under Section 17-15-1, Miss. Code Ann. (1972), to administer various local and federal programs for the purpose of providing social and economic relief to citizens of Rankin County.

The Agency has been determined by the State of Mississippi Office of the State Auditor to be a component unit of Rankin County, Mississippi. The Agency's oversight Board of Directors is appointed by the Rankin County Board of Supervisors. The County also provides a significant amount of funding to the Agency.

B. Basis of Presentation

The Agency's financial statements consist of government-wide statements, including a statement of net position (deficit) and a statement of activities, fund financial statements and accompanying note disclosures which provide a detailed level of financial information.

Government-wide financial statements:

The Statement of Net Position (deficit) and Statement of Activities display information concerning the Agency as a whole.

The Statement of Net Position (deficit) presents the financial condition of the governmental activities of the Agency at year-end. The government-wide Statement of Activities presents a comparison between direct expenses and program revenues for each function or program of the Agency's governmental activities. Direct expenses are those that are specifically associated with a service or program and therefore, are clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Other revenues not classified as program revenues are presented as general revenues of the Agency. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the Agency.

Fund financial statements:

Fund financial statements of the Agency are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditures. Funds may be organized into governmental, proprietary, or fiduciary. All of the Agency's funds are classified as governmental funds. Major individual governmental funds are reported in separate columns in the fund financial statements.

C. Account Classifications

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 2012 by the Government Finance Officers Association.

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D. Measurement Focus and Basis of Accounting

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Grants are recognized as revenues as soon as all eligibility requirements have been satisfied.

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year or to liquidate liabilities existing at the end of the year. Available means collected in the current period or within sixty days after year-end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized in the accounting period when the related fund liabilities are incurred. Expenditures related to compensated absences are recognized only when payment is due. State appropriations and federal awards are considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period.

The Agency reports the following major governmental funds:

- General Fund - This fund is used to account for and report all financial resources not accounted for and reported in another fund. It is the general operating fund of the Agency.

- Special Revenue Fund - This fund is used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes. The Agency uses this fund to account for the proceeds and associated costs of federal and state grant programs.

E. Deposits and Investments

Cash consists of amounts on deposit in demand accounts which are short-term highly liquid investments that are readily convertible to cash (generally three months or less). Cash balances are not collateralized in excess of FDIC limits.

F. Capital Assets and Long-term Liabilities

Capital assets purchased or acquired are carried at historical cost or estimated historical cost. Contributed assets are recorded at fair market value as of the date received. The Agency defines capital assets as assets with an initial cost of more than $500 and an estimated useful life in excess of two years. The cost of normal maintenance and repairs that do not add value to the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following useful lives:

Computer equipment and peripherals	3 years
Vehicles and equipment	5 years
Furniture and fixtures	7 years
Heavy equipment	10 years

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In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities Statement of Net Position (deficit).

G. Interfund Transactions and Balances

Transactions between funds that are representative of short-term lending/borrowing arrangements and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as "due/to from other funds."

H. Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Financial Position (deficit) will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

Deferred outflows related to pensions - This amount represents the Agency's proportionate share of the deferred outflows of resources reported by the pension plan in which the Agency participates.

In addition to liabilities, the Statement of Financial Position (deficit) will sometimes report a separate section for deferred inflows of resources. This separate financial statement element deferred inflows of resources represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Deferred inflows related to pensions - This amount represents the Agency's proportionate share of the deferred inflows of resources reported by the pension plan in which the Agency participates.

I. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Mississippi ("PERS") and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

J. Equity Classifications

Government-wide Financial Statements:

Equity is classified as net position and displayed in three components:

- Net investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any notes or borrowings attributable to the acquisition, construction or improvement of those assets.

- Restricted net position - Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation. The Agency does not have any equity classified as restricted net position.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

- Unrestricted net position - All other net position not meeting the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements:

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

- Restricted fund balance - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

- Unassigned fund balance - amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

Fund Balance Flow Assumption:

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) resources are available, it is the Agency's general policy to use restricted resources first. When expenditures are incurred for purposes for which unrestricted (committed, assigned and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the Agency's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

K. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(2) Deposits and Investments.

The carrying amount of the Agency's total deposits with financial institutions was $746,799 and the bank balance was $781,929. The Agency holds $10,000 in a non-interest-bearing account and the remaining balance in an interest-bearing money market account. Cash balances are not collateralized in excess of FDIC limits.

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(3) Fair Value Measurements.

In accordance with FASB ASC 820, Fair Value Measurement, the Agency has categorized its financial instruments, based on the priority of the inputs to the valuation technique, into a three level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument. Investments recorded in the Statement of Financial Position are categorized based on the inputs to valuation techniques as follows:

Level 1 - These are investments where values are based on unadjusted quoted prices for identical assets in an active market the Agency has the ability to access. The Agency does not have any level 1 investments.

Level 2 - These are investments where values are based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, or model-based valuation techniques that utilize inputs that are observable either directly or indirectly for substantially the full-term of the investments.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement. The Agency does not have any level 3 investments.

Following is a description of the valuation methodology used for investments measured at fair value. There have been no changes in the methodologies used at April 30, 2022.

Money Market Funds - Generally valued at original cost plus accrued interest, which approximates fair value.

The Agency's investment assets are summarized by level within the fair value hierarchy as of April 30, 2022:

Money Market Funds - Level 2	$771,929

Investment earnings for the period ended April 30, 2022 total $526.

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RANKIN COUNTY HUMAN RESOURCE AGENCY

Notes to Financial Statements
For the Period Ended April 30, 2022

(4) Capital Assets.

The following is a summary of changes in capital assets:

Changes in Capital Assets

		Balance October 1, 2021	Additions	Deletions	Balance April 30, 2022
Vehicles	$	69,707		69,707	0
Equipment		57,951		57,951	0
Total		127,658	0	127,658	0
Less accumulated depreciation:					
Vehicles		60,173		60,173	0
Equipment		52,152	3,399	55,551	0
Total		112,325	3,399	115,724	0
Net Capital Assets	$	15,333	(3,399)	11,934	0

(5) Long-term Debt.

The following is a summary of changes in long-term debt:

		Balance October 1, 2021	Increase (Decrease)	Balance April 30, 2022
Compensated absences payable	$	49,560	(49,560)	0
Net pension liability		966,049	(402,552)	563,497
Total	$	1,015,609	(452,112)	563,497

(6) Defined Benefit Pension Plan.

General Information about the Pension Plan.

Plan Description - Rankin County Human Resource Agency is a member of the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan as defined in GASB Statement No. 68, *Accounting and Financial Reporting for Pensions.* Membership in PERS is a condition of employment and is granted upon hiring for qualifying employees and officials of the Agency. Code Section 25-11-15, Miss. Code Ann. (1972), grants the authority for general administration and proper operation of PERS to the PERS Board of Trustees (PERS Board). PERS issues a publicly available Comprehensive Annual Financial Report that can be obtained at www.pers.ms.gov.

Benefits Provided - For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring.

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Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.00% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.50% for each additional year of credited service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007).

PERS also provides certain death and disability benefits. In the event of death prior to retirement of any member whose spouse and/or children are not entitled to a retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary. Benefit provisions are established by Section 25-11-1 et seq., Miss. Code Ann. (1972), and may be amended only by the State Legislature.

A Cost of Living Adjustment (COLA) is made to eligible retirees and beneficiaries. The COLA is equal to 3 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3 percent compounded for each fiscal year thereafter.

Contributions **-** Per Chapter 11 of Title 25, Miss. Code Ann. (1972), contribution requirements of plan members and their employers are established and may be amended only by the Mississippi Legislature. The adequacy of these rates is assessed annually by actuarial valuation. For the year ended seven months ended April 30, 2022, member employees were required to contribute 9.00 percent of their annual pay, while the Agency's required contribution rate was 17.40 percent of annual covered payroll. The Agency's employer contributions to PERS for the seven months ended April 30, 2022 and for the years ended September 30, 2021and 2020 were $42,328, $80,931and $73,649, respectively. The contributions for each period met the required contributions.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

At April 30, 2022, Rankin County Human Resource Agency reported a liability of $563,497 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Agency's proportion of the net pension liability was based on a projection of the Agency's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2021, the Agency's reported proportionate share was .006536 percent. The Agency's April 30, 2022 reported proportionate share was .006536 percent. The Agency's April, 2022 proportionate share was not increased from the proportionate share used to calculate the September 30, 2021 net pension liability, which was based on the measurement date of June 30, 2021.

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RANKIN COUNTY HUMAN RESOURCE AGENCY

Notes to Financial Statements
For the Period Ended April 30, 2022

At April 30, 2022, Rankin County Human Resource Agency reported as a component of pension expense, deferred outflows of resources and deferred inflows of resources from the following sources:

		Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$	16,340	
Net difference between projected and actual earnings on pension plan investments			453,811
Changes of assumptions		99,684	
Changes in proportion and differences between entity contributions and proportionate share of contributions		26,616	155,273
Entity contributions subsequent to the measurement date		21,044	
Total	$	163,684	609,084

$21,044 reported as deferred outflows of resources related to pensions resulting from county contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended September 30, 2022.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

		Deferred Outflows of Resources	Deferred Inflows of Resources
May, 2022 - September, 2022	$	23,577	29,190
2023		55,910	169,695
2024		48,882	174,901
2025		14,271	184,721
2026			50,577
Total	$	142,640	609,084

Actuarial Assumptions. The actuarial assumptions utilized in developing the total pension liability as of June 30, 2021 was determined by an actuarial valuation prepared as of June 30, 2020, by the new actuarial assumptions adopted by the Board subsequent to the June 30, 2020 valuation based on the experience investigation for the four-year period ending June 30, 2020, and by the investment experience for the fiscal year ending June 30, 2021.

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RANKIN COUNTY HUMAN RESOURCE AGENCY

Notes to Financial Statements
For the Period Ended April 30, 2022

The following actuarial assumptions are applied to all periods included in the measurement:

Inflation	2.40 percent
Salary increases	2.65 – 17.90 percent, including inflation
Investment rate of return	7.55 percent, net of pension plan investment expense, including inflation

Mortality rates for service retirees were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates for disability retirees were based on the PubG.H-2010 Disabled Table adjusted 134% for males and 121% for females. Mortality rates for Contingent Annuitants were based on the PubS.H-2010(B) Contingent Annuitant Table, adjusted 97% for males and 110% for females. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used for the purposes of determining the total pension liability were based on the results of an actuarial experience study for the period July 1, 2016 to June 30, 2020. The experience report is dated April 20, 2021.

The long-term expected rate of return on pension plan investments was determined using a lognormal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation		Long-term Expected Real Rate of Return	
Domestic Equity	27.00	%	4.60	%
International Equity	22.00		4.50	
Debt Securities	20.00		(.25)	
Global Equity	12.00		4.80	
Real Estate	10.00		3.75	
Private Equity	8.00		6.00	
Cash	1.00		(1.00)	
Total	100.00	%		

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Discount Rate. The discount rate used to measure the total pension liability was 7.55%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current employer contribution rate (17.40%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Agency's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate.

The following table presents Rankin County Human Resource Agency's proportionate share of the net pension liability of the cost-sharing plan, calculated using the discount rate of 7.55%, as well as what the Agency's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.55%) or 1-percentage-point higher (8.55%) than the current rate:

	1% Decrease (6.55%)	Current Discount Rate (7.55%)	1% Increase (8.55%)
Agency's proportionate share of the net pension liability	$ 798,043	$ 563,497	$ 370,211

Pension Plan Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS Comprehensive Annual Financial Report, publicly available at www.pers.ms.gov.

(7) Risk Management.

The Agency is exposed to various risks of loss related to torts, errors or omissions, and injures to employees. The Agency carries commercial insurance for these types of risks. The Agency is provided workers' compensation insurance coverage by Rankin County. The County finances its exposure to risk of loss related to workers' compensation for injuries to employees through the Mississippi Public Entity Workers' Compensation Trust, a public entity risk pool. Additionally, the Agency is self-insured for unemployment insurance purposes.

(8) Contingencies.

The programs of the Agency are of the "cost-reimbursement" type, and they are operated under the oversight of various Federal and State agencies. Should such reimbursed cost be subsequently disallowed, the Agency may be required to repay the questioned reimbursements.

(9) Operating Leases.

The Agency leases its office building on a month-to-month basis. Rent expense amounted to $7,000 for the period ended April 30, 2022.

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(10) Subsequent Events.

Events that occur after the Statement of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net Position date require disclosure in the accompanying notes. Management of Rankin County Human Resource Agency evaluated the activity of the Agency through November 3, 2022, and determined the following:

On April 30, 2022, the funding source for program operations, Mississippi Department of Human Services, retracted its grants to Rankin County Human Resource Agency. As a result, the Agency discontinued program operations and ceased operations on September 30, 2022. At April 30, 2022, all employees but one were given the option to transfer to a non- profit agency to continue the program operations of the agency. Subsequent to April 30, 2022, operations were wound down and remaining assets were transferred to Rankin County.

(11) Effect of Deferred Amounts on Net Position.

The governmental activities' unrestricted net position amount of $(221,949) includes the effect of deferred inflows/outflows of resources related to pensions. A portion of the deferred outflow of resources related to pension in the amount of $21,044 resulting from Agency contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2022. The $142,640 balance of the deferred outflow of resources related to pensions at April 30, 2022, will be recognized in pension expense over the next four years.

The unrestricted net position amount of $(221,949) includes the effect of deferring the recognition of revenues resulting from a deferred inflow from pensions. The $609,684 balance of deferred inflow of resources at April 30, 2022 will be recognized as revenue and will increase the unrestricted net position over the next five years.

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RANKIN COUNTY HUMAN RESOURCE AGENCY

REQUIRED SUPPLEMENTARY INFORMATION

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RANKIN COUNTY HUMAN RESOURCE AGENCY
Budgetary Comparison Schedule -
Budget and Actual (Non-GAAP Basis)
General Fund
For the Period Ended April 30, 2022 - UNAUDITED

	Original Budget	Final Budget	Actual (Budgetary Basis)	Variance Positive (Negative)
REVENUES				
Local sources	$ 698,072	698,072	399,084	(298,988)
Total Revenues	698,072	698,072	399,084	(298,988)
EXPENDITURES				
Current:				
Personnel services	588,272	588,272	273,682	314,590
Contractual services	105,000	105,000	52,968	52,032
Consumable supplies and materials	3,300	3,300	5,157	(1,857)
Capital outlay	1,500	1,500	3,184	(1,684)
Total Expenditures	698,072	698,072	334,991	363,081
Excess of Revenues Over (Under) Expenditures	0	0	64,093	64,093
Net Change in Fund Balance	0	0	64,093	64,093
Fund Balances - Beginning		0	686,259	686,259
Fund Balances - Ending	$ 0	0	750,352	750,352

The accompanying notes to the required supplementary information are an integral part of this schedule.

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RANKIN COUNTY HUMAN RESOURCE AGENCY
Budgetary Comparison Schedule -
Budget and Actual (Non-GAAP Basis)
Special Revenue Fund
For the Period Ended April 30, 2022 - UNAUDITED

	Original Budget	Final Budget	Actual (Budgetary Basis)	Variance Positive (Negative)
REVENUES				
Local sources	$ 2,500	2,500	2,500	
Federal sources	1,750,594	1,750,594	939,645	(810,949)
Total Revenues	1,753,094	1,753,094	942,145	(810,949)
EXPENDITURES				
Current:				
Personnel services	211,469	211,469	86,351	125,118
Contractual services	1,542,333	1,542,333	927,996	614,337
Consumable supplies and materials	8,817	8,817	4,600	4,217
Capital outlay	5,000	5,000	2,564	2,436
Total Expenditures	1,767,619	1,767,619	1,021,511	746,108
Excess of Revenues Over (Under) Expenditures	(14,525)	(14,525)	(79,366)	(64,841)
Net Change in Fund Balance	(14,525)	(14,525)	(79,366)	(64,841)
Fund Balances - Beginning	0	0	96,702	96,702
Fund Balances - Ending	$ (14,525)	(14,525)	17,336	31,861

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RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi
Schedule of the Agency's Proportionate Share of the Net Pension Liability
PERS
Last 10 Fiscal Years*
For the Period Ended April 30, 2022 - UNAUDITED

	*** Seven Months Ended 4/30/22	2021	2020	2019	2018	2017	2016	2015
Agency's proportion of the net pension liability (asset)	0.006536 %	0.006536 %	0.006357 %	0.006482 %	0.006483 %	0.006244 %	0.006077 %	0.006175
Agency's proportionate share of the net pension liability (asset)	$ 563,497	966,049	1,230,756	1,140,312	1,078,316	1,034,640	1,085,504	954,533
Agency's covered payroll	$ 243,083	434,603	423,270	422,184	413,994	399,270	388,775	385,752
Agency's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	231.8125908 %	222.2830951 %	290.7732653 %	270.0983 %	260.4665768 %	259.1329176 %	279.211369 %	247.4473237
Plan fiduciary net position as a percentage of the total pension liability	70.44 %	70.44 %	58.97 %	61.59 %	62.54 %	61.49 %	57.467727 %	61.703983

*** Because the audit is for the seven months ended 4/30/22 before the release of 2022 data from PERS, 6/30/21 proportionate share is used.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the fiscal year presented. This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in the fiscal year ending 9/30/2015, and until a full 10-year trend is compiled, the Agency has only presented information for the years in which information was available.

The accompanying notes to the required supplementary information are an integral part of this schedule.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement

RANKIN COUNTY HUMAN RESOURCE AGENCY
A Component Unit of Rankin County, Mississippi
Schedule of the Agency's Contributions
PERS
Last 10 Fiscal Years*
For the Period Ended April 30, 2022 - UNAUDITED

		Seven Months Ended 4/30/22	2021	2020	2019	2018	2017	2016	2015
Contractually required contribution	$	42,328	78,056	73,649	69,275	64,594	63,141	62,258	60,318
Contributions in relation to the contractually required contribution		42,328	78,056	73,649	69,275	64,594	63,141	62,258	60,318
Contribution deficiency (excess)	$	0	0	0	0	0	0	0	0
Agency covered payroll	$	243,264	448,602	423,270	439,844	410,121	400,895	395,289	382,971
Contributions as a percentage of covered payroll		17.40%	17.40%	17.40%	16.19% **	15.75%	15.75%	15.75%	15.75%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in the fiscal year ending 9/30/2015, and until a full 10-year trend is compiled, the Agency has only presented information for the years in which information was available.

** Until July 1, 2019, contributions were 15.75%. Subsequent to July 1, 2019, contributions were 17.40%.

The accompanying notes to the required supplementary information are an integral part of this schedule.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement

RANKIN COUNTY HUMAN RESOURCE AGENCY

Notes to the Required Supplementary Information
For the Period Ended April 30, 2022
UNAUDITED

(1) Budget.

A. Budgetary Information.

The Agency's budget is prepared principally on the cash basis of accounting. All appropriations lapse at year-end, and there are no encumbrances to budget because state law does not require that funds be available when goods or services are ordered, only when payment is made.

B. Basis of Presentation.

The budget is adopted by the Board of Directors as approved by the Board of Supervisors of Rankin County, Mississippi. Amendments can be made on the approval of the Board of Supervisors. By statute, the final budget revisions must be approved on or before October 15. A budgetary comparison is presented for the General Fund and the Special Revenue Fund consistent with accounting principles generally accepted in the United States of America.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The following schedule reconciles the budgetary basis schedules to the GAAP basis financial statements for the General Fund and the major Special Revenue Fund:

	Governmental Fund Types	
	General Fund	Special Revenue Fund
Net Change in Fund Balance - Budget (Cash Basis)	$ 64,093	(79,366)
Increase (decrease):		
Net adjustments for revenue accruals	667	166,849
Net adjustments for expenditure accruals	(56,842)	(91,414)
Net Change in Fund Balance GAAP Basis	$ 7,918	(3,931)

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

Notes to the Required Supplementary Information
For the Period Ended April 30, 2022
UNAUDITED

(2) Schedule of the Agency's Proportionate Share of the Net Pension Liability and Schedule of the Agency's Contributions.

A. Changes in Benefit Provisions.

2016

Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

B. Changes of Assumptions.

2015

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.

The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.

The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

2016

The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

2017

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.

The wage inflation assumption was reduced from 3.75% to 3.25%.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

Notes to the Required Supplementary Information
For the Period Ended April 30, 2022
UNAUDITED

2019

The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:

For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:

For males, 137% of male rates at all ages.
For females, 115% of female rates at all ages.
Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

The price inflation assumption was reduced from 3.00% to 2.75%.

The wage inflation assumption was reduced from 3.25% to 3.00%.

Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.

The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

2021

The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:

For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.
For females, 84% of female rates up to age 72, 100% for ages above 76.
Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:

For males, 134% of male rates at all ages.
For females, 121% of female rates at all ages.
Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

Notes to the Required Supplementary Information
For the Period Ended April 30, 2022
UNAUDITED

The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:

For males, 97% of male rates at all ages.
For females, 110% of female rates at all ages.
Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The price inflation assumption was reduced from 2.75% to 2.40%.
The wage inflation assumption was reduced from 3.00% to 2.65%.
The investment rate of return assumption was changed from 7.75% to 7.55%.
The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.
Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.
The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.
The percentage of active member deaths assumed to be in in the line of duty was decreased from 6% to 4%.

Methods and assumptions used in calculations of actuarially determined contributions.

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2019 valuation for the June 30, 2021 fiscal year-end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	28.8 years
Asset valuation method	5-year smoothed market
Price inflation	2.75 percent
Salary increase	3.00 percent to 18.25 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

SUPPLEMENTAL INFORMATION

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY
Schedule of Expenditures of Federal Awards
For the Seven Months Ended April 30, 2022

Federal Grantor/Pass-Through Grantor/ Program Title	Federal CFDA Number	Agency or Pass-through Number	Federal Expenditure
Passed-through Mississippi Department of Human Services:			
U.S. Department of Health and Human Services:			
Low Income Home Energy Assistance	93.568	2021 LIHEAP 6020930.931,932	$ 174,264
Low Income Home Energy Assistance	93.568	2021 ARP LIHEAP	653,696
Low Income Home Energy Assistance	93.568	2021 LIHWAP	7,632
Low Income Home Energy Assistance	93.568	2022 LIHEAP	212,736
Total Passed-through Mississippi Department of Human Services			1,048,328
Total Federal Awards			$ 1,048,328

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Note A: Significant Accounting Policies.

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of Rankin County Human Resource Agency and is presented on the modified accrual basis of accounting. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, as applicable, the requirements of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the RCHRA, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Rankin County Human Resource Agency.

Note B - Summary of Significant Accounting Policies.

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

SPECIAL REPORTS

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

Windham and Lacey, PLLC

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Mississippi Society of CPAs

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF THE FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Rankin County Human Resource Agency

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Rankin County Human Resource Agency, as of and for the seven months ended April 30, 2022, and the related notes to the financial statements, which collectively comprise Rankin County Human Resource Agency's basic financial statements and have issued our report thereon dated November 3, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Rankin County Human Resource Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rankin County Human Resource Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of Rankin County Human Resource Agency's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

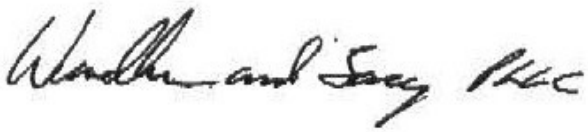
Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rankin County Human Resource Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.



Windham and Lacey, PLLC
November 3, 2022

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE OMB UNIFORM GUIDANCE

To the Board of Directors
Rankin County Human Resource Agency

Report on Compliance for Each Major Federal Program

We have audited the compliance of Rankin County Human Resource Agency with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Uniform Guidance that could have a direct and material effect on each of its major federal programs for the seven months ended April 30, 2022. Rankin County Human Resource Agency 's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its major federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Rankin County Human Resource Agency 's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and OMB Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Rankin County Human Resource Agency 's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination on Rankin County Human Resource Agency 's compliance with those requirements.

Opinion on Each Major Federal Program

In our opinion, Rankin County Human Resource Agency complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the period ended April 30, 2022.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

Report on Internal Control Over Compliance

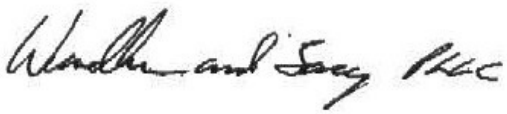
The management of Rankin County Human Resource Agency is responsible for establishing and maintaining effective internal control over compliance with the types of requirements referred to above. In planning and performing our audit, we considered Rankin County Human Resource Agency 's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we considered to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of This Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Uniform Guidance. Accordingly, this report is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.



Windham and Lacey, PLLC
November 3, 2022

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

RANKIN COUNTY HUMAN RESOURCE AGENCY

Schedule of Findings and Questioned Costs
For the Seven Months Ended April 30, 2022

Section 1: Summary of Auditors' Results

Financial Statements:

1.	Type of auditors' report issued on the financial statements:	Unmodified
2.	Internal control over financial reporting:	
	a. Material weaknesses identified?	No
	b. Significant deficiencies identified that are not considered to be material weaknesses?	None Reported
3.	Noncompliance material to the financial statements?	No

Federal Awards:

4.	Internal control over major programs:	
	a. Material weaknesses identified?	No
	b. Significant deficiencies identified that are not considered to be material weaknesses?	None Reported
5.	Type of auditors' report issued on compliance for major federal programs:	Unmodified
6.	Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	No
7.	Federal program identified as a major program: U.S. Department of Health and Human Services: Low Income Home Energy Assistance Program, CFDA #93.568	
8.	Dollar threshold used to distinguish between type A and type B programs:	$750,000
9.	Auditee qualified as a low-risk auditee?	Yes

Section 2: Financial Statement Findings

The results of our tests did not disclose any findings related to the financial statements that are required to be reported by *Government Auditing Standards*.

Section 3: Federal Award Findings and Questioned Costs

The results of our tests did not disclose any findings and questioned costs related to federal awards.

Attachment: Final Audit for Rankin County Human Resource Agency (RFA-2022-303 : Acknowledgement of Receipt of Final Audit for Rankin

Windham and Lacey PLLC
Certified Public Accountants

2708 Old Brandon Road
Pearl, MS, 39208

Invoice

Date	Invoice #
11/21/2022	32213

Bill To

RANKIN COUNTY HUMAN RESOURCE AGENCY
1545 W GOVERNMENT ST
SUIT C
BRANDON, MS 39042

YOU MAY PAY ONLINE AT
windhamandlacey.com

CREDIT CARD PAYMENTS OF $1,000.00 OR MORE WILL BE CHARGED A 2.5% FEE

Rep

Description	Amount
2022 AUDIT REPORT	16,000.00
SINGLE AUDIT	6,000.00
	Total $22,000.00
	Payments/Credits *$0.00*
	Balance Due $22,000.00

Attachment: Invoice from Windham & Lacey PLLC for 2022 Audit Report of Human Resource Agency (RFA-2022-304 : Authority to Issue Check

ADVERTISEMENT FOR BIDS

PLEASE BE ADVISED that the Rankin County Board of Supervisors acting under the authority of Section 27-105-305, MS Code of 1972, Amended, will accept bids for county depositories for a four-year term ending 2026, with sealed bids to be opened at 9:00 a.m. the 3rd day of January 2023, in the boardroom of the Administrative Complex, 211 East Government Street, Suite A, Brandon, Mississippi 39042.

SPECIFICATION AND REQUIREMENTS- In addition to interest rates on deposited funds, Rankin County seeks proposals, to include costs of each, for other financial service areas such as direct deposit of employee payroll, processed checks on computer CD, etc. Contact Keith Hicks, County Administrator at 601-825-9224.

ALL BIDS MUST be sealed and clearly marked and should be submitted to the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, Mississippi 39042, on or before 9:00 a.m. on the 3rd day of January 2023.

THE RANKIN COUNTY BOARD OF SUPERVISORS, acting under the authority of Section 31-7-13, MS Code of 1972, Amended, reserves the right to reject any and all bids.

This the 5th day of December, 2022

Larry Swales

LARRY SWALES, CLERK OF THE BOARD

BY: J Flood pc

CHANCERY CLERK RANKIN COUNTY, MS

Publication dates: December 14, 2022
December 21, 2022

Attachment: Advertise for Bids for County Depositories for a Four (4) Year Term Ending December 2026 (RFA-2022-305 : Authority to Advertise

Attachment: Renewal of Medical Insurance with Blue Cross Blue Shield and Reunion Health Services (Agent Mickey Watkins) (RFA-2022-306 :

Amendment No. 5 to
Administrative Services Contract

This Amendment No. 5 to the Administrative Services Contract ("Amendment") is entered into as of January 1, 2023 (the "Amendment Effective Date") among Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company ("Claim Administrator"), Rankin County Board of Supervisors ("Employer") and Employee Health Protection Plan for Rankin County Board of Supervisors ("GHP").

WHEREAS, Claim Administrator, Employer and GHP are parties to the Administrative Services Contract (the "Agreement") entered into as of January 1, 2018, as amended.

WHEREAS, Claim Administrator, Employer and GHP have agreed, subject to these terms and conditions, to amend the Administrative Services Contract as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments. The Agreement is amended as follows:

   (a) The second sentence in the first unnumbered paragraph on page 1 of the Agreement is deleted in its entirety and replaced with the following:

   "The term of the Agreement is for a 12 month period, running January 1, 2023 to December 31, 2023."

   (b) Part 5, Article VIII, Section A(1) is deleted in its entirety and replaced with the following:

      1. The monthly administrative service fee is $49.00 for each employee covered in the Benefit Plan on or after January 1, 2023. The fee includes the services specified in Article I. The due date of the monthly administrative services fee is the first day of each month.

   (c) Exhibit I is amended and replaced with the attached Exhibit I.

2. Amendment Effective Date. The amendments made to the Agreement are incorporated by reference into the Agreement and expressly made a part thereof, as if fully copied therein, effective as of the Amendment Effective Date.

3. The provisions of this Amendment are not intended to amend in any manner any of the other provisions of the Agreement and should not be construed to do so, but, rather, except as otherwise hereinafter indicated, are intended merely to amend the specific provisions of the Agreement as stated herein. Except for the provisions of the Agreement specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect and are not hereby amended, modified or rescinded, except to the extent that any other provisions of the

Agreement are in conflict with this Amendment and must necessarily also be amended in order to implement this Amendment, in which case any such conflicting provisions of the Agreement are hereby amended, and shall be interpreted and applied, to the minimum extent necessary, to conform to the amendments made by this Amendment. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior promises, agreements and understandings, whether written or oral, with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have caused this Amendment to be duly executed as set forth below as of the Amendment Effective Date.

CLAIM ADMINISTRATOR:

BLUE CROSS & BLUE SHIELD OF MISSISSIPPI,
A MUTUAL INSURANCE COMPANY

By: _____
Cheri D. Green,
General Counsel

Date: _____

EMPLOYER:

RANKIN COUNTY BOARD OF SUPERVISORS

By: _____

Title: RANKIN COUNTY ADMINISTRATOR

Date: 12-5-2022

GROUP HEALTH PLAN:

EMPLOYEE HEALTH PROTECTION PLAN FOR
RANKIN COUNTY BOARD OF SUPERVISORS

By: _____

Title: RANKIN COUNTY ADMINISTRATOR

Date: 12-5-2022

Attachment: Renewal of Medical Insurance with Blue Cross Blue Shield and Reunion Health Services (Agent Mickey Watkins) (RFA-2022-306 :

Attachment: Renewal of Medical Insurance with Blue Cross Blue Shield and Reunion Health Services (Agent Mickey Watkins) (RFA-2022-306 :

EXHIBIT I

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to Claim Administrator for making the applicable Host Blue's provider network available to GHP's Members. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Claim Administrator receives from the applicable Host Blue subject to a maximum of $2,000 per claim. When charged, Claim Administrator passes the Access Fee directly on to GHP.

Instances may occur in which the claim payment is zero or Claim Administrator pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Claim Administrator will pay the Host Blue's Access Fee and pass it along directly to GHP as stated above even though GHP paid little or had no claim liability.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to Claim Administrator for administrative services that the Host Blue provides in processing claims for GHP's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, Claim Administrator passes the AEA Fee directly on to GHP.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for Claim Administrator's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

A General Administrative Fee encompasses fees Claim Administrator charges to GHP for administering GHP's Benefit Plan. They may include both local within Claim Administrator's service area and Inter-Plan fees. For purposes of this Agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

Group Name: Rankin County Board of Supervisors
Group Numbers: See below.
Effective Date: January 1, 2023 through December 31, 2023

Group Number	Division
Low Option	
38996	Board of Supervisors
38999	Human Resources
39001	Rankin First
39002	COBRA
39003	Retirees
39046	Soil Conservation/Cleary Water
High Option	
38997	Region 8
46495	Region 8 COBRA

General Administrative Fee (See also Section VIII(A)(1):	$49.00 per employee per month
Inter-Plan Arrangements Fees:	
BlueCard Program Fees Access Fees: Administrative Expense Allowances (AEAs):	3.62% of network savings, capped at $2,000.00 per claim. $5.00 per claim professional and $11.00 per claim institutional
Nonparticipating Provider Claims Processing Fee:	$3.00 per claim for out-of-network claims.

Attachment: Renewal of Medical Insurance with Blue Cross Blue Shield and Reunion Health Services (Agent Mickey Watkins) (RFA-2022-306 :

John A. Sullivan
TAX ASSESSOR
RANKIN COUNTY

211 EAST GOVERNMENT STREET
Suite C
BRANDON, MISSISSIPPI 39042

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

December 5, 2022

To: Mr. Keith Hicks, County Administrator
Mr. Craig Slay, Attorney/Rankin County Board of Supervisors
Mrs. Caroline Gilbert, Tax Collector
Mr. Larry Swales, Chancery Clerk
The Rankin County Board of Supervisors

In Re: Departmental Job Duties

Gentlemen & Mrs. Gilbert:

For years, as an act of good faith, the Tax Assessor's Office has performed various duties for other offices. However, as the final year of my term approaches, as well as office transitions and the upcoming retirement of numerous members of my staff, the Tax Assessor's Office will be returning all additional duties to the appropriate departments. My staff will be more than willing to assist in training staff in other departments and will also be available to answer questions. Also, as needed, the Department of Revenue will assist to help facilitate this transition.

Your packet includes copies of the laws detailing the job descriptions of the Tax Assessor, Tax Collector, Chancery Clerk (Clerk of the Board), and the Board of Supervisors. For additional clarity, a brief overview of the laws governing each department has also been included. The remaining (13) pages of your packet consists of additional land roll statutes, forms/applications for certification, a checklist and forms that are to be completed and returned to the MS Department of Revenue. Mr. Charles Baldwin, former Tax Assessor/Collector of Simpson County for (30) years, is present to answer additional questions.

Thank you in advance for your time and attention concerning these matters.

Sincerely,

John A. Sullivan

John A. Sullivan

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

HOMESTEAD EXEMPTION
RULE 9
OFFICIALS

Each governmental official's duties in the administration of the homestead exemption law are explained in the statute. This is a brief synopsis of those duties.

A. TAX ASSESSOR - §27-33-33

All claims for homestead exemption must first come to the Tax Assessor. The Tax Assessor should exercise the greatest of care in order that the claim may conform to the requirements of the law in this initial step.

1. Assess homestead separately

The first important duty of the Tax Assessor is to require that all land and buildings be separately assessed on the land roll and supplemental roll. The Tax Assessor shall prepare proper notice to the Board of Supervisors requesting any changes that need to be made to the roll. The Tax Assessor shall also inspect new dwellings and recommend to the Board of Supervisors the value at which the dwellings should be assessed. The Tax Assessor shall assess all properties, homestead or non-homestead, in a fair and uniform way.

2. Applications

The Tax Assessor must keep a supply of blank homestead exemption forms for the public. He shall carefully examine all applications before he accepts them. He must require each application to be complete. If the application is not complete, it is the duty of the Tax Assessor to return it to the applicant and require him to complete it. He shall require that the applications be made in quadruplicate. He shall assist the applicant if necessary.

3. Accuracy

If the Tax Assessor believes any statements made on the application are not true, he should report it to the Board of Supervisors. He should suggest that the applicant make any correction needed; however, he cannot make the correction himself without the applicant's approval.

4. Properly executed

The Tax Assessor shall examine the application and if it is complete, he shall sign it and date it and return to the taxpayer his blue copy. Unless an application is properly executed, the Tax Assessor shall also give any information or recommendation to the Board of Supervisors as it concerns the eligibility of homestead exemptions.

5. Accept applications

It is the duty of the Tax Assessor to **accept all applications from January 1 through April 1**, both dates inclusive. The applicant who does not file his application during this period forfeits all his homestead exemption rights for that year. **The Tax Assessor does not have the authority to disallow an exemption**; however, the assessor may refuse an application if it is not complete. The Tax Assessor can express his opinion as to the eligibility of an applicant, but **must accept the application if the applicant chooses to file one.**

6. Deliver applications

On the first day of each month, the Tax Assessor is to deliver to the Clerk all applications that were filed with him during the preceding month. All applications must be given to the Clerk by **May 1** of each year. This allows the Tax Assessor time to inspect all applications while they are in his possession. If a problem is found, he may request the applicant to make the necessary corrections. The Tax Assessor is also allowed time to verify parcel numbers, etc. with the land roll.

7. Assist the Board

The law requires the Tax Assessor to attend all Board meetings when any homestead exemption matter is being considered. He shall give any assistance in these matters that the Board of Supervisors may require. He shall also file with the Board of Supervisors, at each monthly meeting, notices of any errors in an application already filed, or of any corrections needed on the land roll or supplemental roll. The Tax Assessor shall also give any information or recommendation to the Board of Supervisors concerning the eligibility of an applicant.

8. Delete List

The delete list is prepared by the Tax Assessor and approved by the Board of Supervisors. This must be delivered to the Tax Commission **no later than September 15 each year.**

9. Amend Applications

The Tax Assessor may amend applications under certain circumstances. He may remove ineligible property or correct parcel number changes on or before **June 1 of that roll year.** He may amend an

Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

application that fails to list eligible property due to a clerical error on or before that **last Monday in August** of the year following the roll year. He may amend an application where the applicant dies and the surviving spouse fails to file a new application. If the surviving spouse is not eligible for the same exemption, the application may not be amended.

B. CLERK OF THE BOARD OF SUPERVISORS - §27-33-35

The Clerk of the Board of Supervisors is to keep all documents relating to homestead exemption that come before the Board of Supervisors. In Addition to his regular duties, he shall perform the following:

1. Accept applications

From **February 1 until May 1**, the Clerk shall accept all applications for homestead exemption delivered to him by the Tax Assessor.

2. Deliver applications

The Clerk is required to deliver to the Tax Commission on or before **June 1**, the original of all applications received by him. The applications should be alphabetized.

3. Board of Supervisors

The Clerk shall present to the Board of Supervisors on the first day of its regular monthly meeting, the duplicate of all applications filed with him by the Tax Assessor. The Clerk shall perform any duty that the Board of Supervisors may delegate to him.

4. Applications on File

The Clerk shall keep the applications on file in alphabetical order for a period of three (3) years. The applications are a matter of public record.

5. Prepare supplemental roll

Immediately after the land roll has been approved by the Tax Commission and the Board of Supervisors, the Clerk shall prepare, in triplicate, the Recapitulation of the Homestead Exemptions (supplemental roll) for any taxing unit in his county. This includes municipal supplemental rolls. Each of these copies must be certified by the Clerk as to its correctness, completeness, and truthfulness. The ORIGINAL of the supplemental roll shall be sent to the Tax Commission. One copy shall be delivered to the Tax Collector. The other copy shall be placed in the land roll in the Clerk's office. This roll shall contain all homestead exemption applications granted by the Board of Supervisors and shall be made from the applications and not from the land roll. The roll shall be prepared and maintained on electronic media beginning with the 2001 roll year.

6. Tax loss certificate

No later than December 31 the Clerk shall prepare the Certificate of Tax Loss for all taxing units in his county, including the municipalities. These certificates shall be made in triplicate, on the forms provided by the Tax Commission. Each copy shall bear his certification. He shall, **no later than December 31 each year,** deliver the **original** copy of these certificates to the Tax Commission, deliver the duplicate to the Tax Collector, and retain the third copy in his file as public record. The Certificate of Tax Loss must reflect the information on the homestead roll. Certificates received later than **June 1** of the following year shall not be considered for reimbursement by the Tax Commission.

7. Municipalities

Only the **county** has the authority to allow or disallow exemptions. It is the duty of the Clerk of the Board of Supervisors to certify the forms for the municipalities. It is also the duty of the Clerk of the Board of Supervisors to certify the forms for the municipalities. It is also the duty of the Clerk of the Board of Supervisors to send the ORIGINAL of these completed forms to the Tax Commission in the same manner as the county forms and send the duplicates to the Municipal Clerk.

C. BOARD OF SUPERVISORS - §27-33-37

With the exception of the Tax Commission, only the county Board of Supervisors has the authority to allow or disallow applications. Some duties concerning that authority are outlined below.

1. Examine applications

The most important duty requires the Board of Supervisors to examine each application that has been delivered by the Clerk. This examination is to be done each month. Applications should be allowed, disallowed or held for further examination.

2. Rule on eligibility

It is the duty of the Board of Supervisors to allow or disallow all applications by the August board

Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

HOMESTEAD EXEMPTION
RULE 10
ONE TIME FILERS

The **Tax Assessor** must furnish to the Tax Commission a list of homestead applications to be deleted each year.

This list **must be approved by the Board of Supervisors** and delivered to the Tax Commission no **later than September 15 each year.**

The deletion list may be furnished by using any one of the following methods:

1) A magnetic tape prepared according to Tax Commission specifications.

2) Form 61-002, Correction/Deletion of the Homestead Application, may be completed for each application to be deleted.

3) A computer listing of applicants filing Homestead will be furnished for each county using one-time filing. The assessor's office may highlight the applications to be deleted and return the list to the State Tax Commission.

4) Deletion list must include the name, social security number and parcel number or each applicant to be deleted.

5) Electronic filing (email system) according to required specifications and with Tax Commission approval.

The deletion list should include:

1) Applicants who sold property during the previous year and **will not** appear on the current Homestead Supplemental roll.

2) Applicants who have changed exemption status (Example - Regular in 2004, over 65 in 2005.)

3) Applicants who have had a change in ownership, occupancy, or property description. (A new application should be filed.)

4) Applicants who died in the previous year. **(A new application should be filed by the heir/heirs or new owners. Surviving spouse is not required to file a new application for same exemption.)**

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

§ 27-33-33. Duties of tax assessor; assessor authorized to amend homestead exemption applications under certain circumstances.



The Tax Assessor is responsible for accepting homestead exemption applications from January 1 to April 1.

The Tax Assessor does NOT have the authority to disallow an exemption.

The Assessor MUST accept an application, but only IF the application is completed in its entirety.

The Assessor may express to the Board their opinion as to the eligibility of the applicant.

On the first day of each month, the Tax Assessor is to deliver to the Clerk of the Board of Supervisors all applications filed during the preceding month. All applications must be given to the Clerk by May 1 of each year.

(1) The county tax assessor shall perform such duties as are generally required by him by this and with respect to exempt homesteads, and the application therefor, and his duties are spec defined as follows:

(a) He shall, in each year the land roll is made, require that all lands and buildings which have are claimed for homestead exemption be separately assessed on the land roll; and he shall, in case of homestead lands not already separately assessed on the land roll, prepare proper noti the board of supervisors requesting that the land assessment roll be changed so that all home property shall be separately assessed; and in the case of newly constructed dwellings, he shal carefully inspect the same and recommend to the board the value at which such dwellings sh assessed; and when rural lands are divided and a part included in the homestead exemption, assess the respective tracts at the value used for cultivable lands and for uncultivable lands, a assess homesteads and no homesteads at the same proportion to true value.

(b) He shall keep available a supply of the prescribed blank homestead exemption applicatio he shall require each applicant to properly execute the application in entire conformity with t requirements of Section 27-33-31.

(c) He shall aid the applicant in executing the application.

(d) He shall notify the applicant if an application for homestead exemption is incorrect or inc in any substantial particular, and require that it be properly and completely executed before accepting it for delivery to the clerk.

(e) He shall, when an application is accepted by him, retain the original, the duplicate and th triplicate. He shall endorse "filed" on the quadruplicate with the date and his official signatu return it to the applicant as evidence of the application and that it was filed.

(f) He shall promptly give to the board of supervisors any knowledge or information he may any fact he may have knowledge of, bearing on the eligibility of the applying person or prop not revealed in the application; and note on the application any condition requiring special consideration.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

§ 27-33-33. Duties of tax assessor; assessor authorized to amend homestead exemption applications under certain circumstances.

(g) He shall, on the first day of each month, deliver to the clerk of the board of supervisors all originals and duplicates of applications for homestead exemption received and accepted by him during the preceding month.

(h) He shall attend all meetings of the board when any matter with respect to homestead exemptions is being considered by it and shall render such assistance and perform such services as the board may direct from time to time.

(i) He shall, at least ten (10) days but not more than thirty (30) days prior to April 1 of each year, publish notice in a newspaper having general circulation in the county in which he serves as tax assessor informing persons who are receiving homestead exemption that the tax assessor must be notified if changes have occurred in the status of the homestead in the property description, ownership, use or occupancy since January 1 of the preceding year and that, in the event such persons are still eligible for homestead exemption, a new application for homestead exemption must be filed.

(2)
(a) If the tax assessor discovers a change in ownership in a portion of the homestead property that may result in the homestead exemption being applied to ineligible property and the owner of the homestead property fails to file a new application during the preceding year as required by Section 27-33-31, the tax assessor may amend the application to reflect such change on or before June 1 of that roll year.

(b) If parcel number changes occur due to reappraisal, mapping maintenance or updates, the tax assessor may amend the homestead application to reflect such changes on behalf of the owner of the homestead on or before June 1 of that roll year.

(c) If a change in ownership occurs because of the death of an owner and the surviving spouse of the owner is still eligible for homestead exemption and not required to file a new application, the tax assessor may amend the application by removing the name of the deceased spouse and adding the surviving spouse's birth date for the purpose of correcting the land roll and the supplemental roll.

(d) Should eligible property on an initial or renewed application fail to be listed due to a cl error, such application may be amended by the tax assessor on behalf of the applicant to li ch eligible property prior to the last Monday in August.

(e) Amendments made to applications under this subsection may be allowed by the board supervisors and certified to the commission.

History

Codes, 1942, § 9730; Laws, 1940, Ch. 127; Laws, 1946, Ch. 261, § 16; Laws, 1960, Ch. 470 ; Laws, 1975, Ch. 457, § 6; Laws, 1984, Ch. 453, § 13; Laws, 1991, Ch. 390, § 3; Laws, 1991 602, § 4; Laws, 1993, Ch. 324, § 2; Laws, 2003, Ch. 327, § 1, eff from and after July 1, 200

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

the Tax Commission makes the final decision.

6. Reimbursements

The Tax Commission shall reimburse the taxing unit for each approved applicant. The payment shall be made in two installments, one in **March** and one in **September**, provided all requirements are met by the taxing unit. The Tax Commission shall certify to the State Auditor the amount of reimbursement for each taxing unit.

E. STATE AUDITOR - §27-33-45

The State Auditor shall issue warrants in the amount requested by the Tax Commission for each taxing unit.

F. STATE TREASURER - §27-33-47

The State Treasurer shall pay the warrants from money appropriated for the purpose of homestead exemptions.

G. STATE ATTORNEY GENERAL - §27-33-49

The State Attorney General will issue opinions clarifying issues in the homestead exemption law. This opinion will be the guideline used by the Tax Commission in resolving any problem relating to the opinion. If there are two opposing opinions issued, the most current opinion will be the one followed.

H. TAX COLLECTOR - §27-33-51

The land roll and the tax levy constitute an official order to the Tax Collector to collect ad valorem taxes from each real property owner. The supplemental roll and the tax levy constitute an official order to the Tax Collector that a portion of the ad valorem taxes are not to be collected from property owners.

1. Correct the supplemental roll

Occasionally, it becomes necessary to make changes to the county and/or municipal supplemental roll. These changes can be ordered only by the Board of Supervisors upon receipt of a request from the Tax Assessor, or a notice from the Tax Commission for a change in the supplemental roll. These changes shall be listed on the Petition to Adjust Exemption to county or municipal supplemental roll and shall be prepared as required in Rule 7 - Supplemental Roll. (Form 61-902) The law requires the Tax Collector to make these changes in the supplemental roll and to collect taxes in accordance with the roll as changed.

2. Collect additional taxes

Any taxes due as a result of any change ordered in the supplemental roll must be collected by the Tax Collector. This additional tax must be collected on or before **February 1** of the year following the year in which the notice to do so is issued. If the property owner does not pay the taxes when due, the Tax Collector is required to collect the taxes as in the case of any other delinquent taxes.

3. Issue tax receipt

The Tax Collector shall issue a separate tax receipt upon payment of any additional taxes due as a result of any changes made in the supplemental roll. He shall also issue a tax receipt to all taxpayers who have paid their taxes or who do not owe any taxes because of homestead exemption.

I. MUNICIPAL CLERK

Since the repeal of the Municipal Homestead Exemption Law, the Municipal Clerk has no authority to allow or disallow homestead exemptions. This duty has been given to the county. If a municipality wishes to be reimbursed for eligible applicants over 65 years of age or who are 100% disabled that live within the municipality's taxing district, it is the responsibility of the Municipal Clerk to have all documents needed for such reimbursement submitted to the Tax Commission. Until the Municipal Supplemental Roll, the Municipal Certificate of Tax Loss, and the Certified Tax levy is in the Tax Commission office and certified by the county Clerk of the Board of Supervisors, no reimbursement shall be made to that municipality.

1. Municipal supplemental roll

The Municipal Clerk should be sure that the Municipal Supplemental Roll is prepared and sent to the Tax Commission in order for a timely reimbursement to be made. It is the duty of the Clerk of the Board of Supervisors to prepare your roll according to statute.

2. Certificate of tax loss

The Municipal Clerk should be sure that the Municipal Certificate of Tax Loss is prepared and sent to the Tax Commission. Again, it is the duty of the Clerk of the Board of Supervisors to prepare this document.

3. Certified tax levy

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

The Municipal Clerk should submit to the Clerk of the Board of Supervisors a certified copy of the Resolution setting the tax levy. This is necessary for the Clerk to complete the Municipal Supplemental Roll. A certified copy of the tax levy must also be sent to the Commission before the reimbursement is made to a municipality.

4. Applicants

Only the county officials have the authority to allow or disallow homestead exemptions. If the Municipal Clerk has any information concerning the eligibility of an applicant, it is his duty to relay that information to the county officials or to the Tax Commission.

5. When a charge is received

When an applicant that is listed on the Municipal Supplemental Roll has his exemption disallowed by the Tax Commission, a notice of adjustment or charge is sent to the municipality. Only the county may accept or object to the charge.

J. PENALTIES

If any official knowingly fails to comply with the provisions of the Homestead Exemption Law, and approves an exemption he knows to be ineligible, the Tax Commission shall reduce the reimbursement by two hundred dollars ($200) instead of the normal one hundred dollars ($100).

Any person who assists another to prepare a fraudulent claim for exemption, who executes a fictitious deed or mortgage, who makes a fraudulent claim for exemption, or who makes any false statement on an application is guilty of a misdemeanor and if convicted can be fined not more than five hundred dollars ($500) or be imprisoned for six (6) months.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

December 1, 2022

To:

From:

Re: Refund of 2022 Real Property Taxes

The following taxpayer was eligible for additional homestead exemption benefits for the 2022 tax year due to one of the owners being on social security disability.

Parcel Number(s):	D2 2 20 Jane Doe 123 ABC St. Florence, MS. 39073
Please Refund:	Jane Doe 123 ABC St. Florence, MS. 39073

2022 Total Assessed value:	11,110
H/E Credit:	7,500

Due to the owner's eligibility of additional homestead exemption benefits.

Please refund the owner(s) in the amount of $_____.

_____

Caroline Gilbert, Tax Collector

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

December 1, 2022

To:

From:

Re: Refund of 2022 Real Property Taxes

The following taxpayer was eligible for additional homestead exemption benefits for the 2022 tax year due to one of the owners being a 100% disabled veteran.

Parcel Number(s):	D2 2 20 Jane Doe 123 ABC St. Florence, MS. 39073
Please Refund:	Jane Doe 123 ABC St. Florence, MS. 39073

2022 Total Assessed value:	11,110
H/E Credit:	11,110

Due to the owner's eligibility of additional homestead exemption benefits.

Please refund the owner(s) in the amount of $_____.

_____
Caroline Gilbert, Tax Collector

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

December 1, 2022

To:

From:

Re: Refund of 2022 Real Property Taxes

The owner of the following described property was eligible for additional homestead exemption benefits for the 2022 tax year due to the homeowner being over age sixty-five:

Parcel Number(s):	F8Q 23 140
Assessed to:	Jane Doe 123 ABC St. Florence, MS. 39073
Please Refund:	Jane Doe 123 ABC St. Florence, MS. 39073

2022 Assessed value on roll:	11,000
Over 65 homestead credit:	7, 500

Due to the owner's eligibility for additional homestead exemption benefits, please refund the owner(s) in the amount of $ _____.

_____
Caroline Gilbert, Tax Collector

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

December 1, 2022

To:

From:

Re: Refund of _____ Mobile Home Taxes (could be up to (3) tax years)

The following described mobile home was assessed on parcel _____ and on the mobile home roll on mobile account number _____ for the _____ tax year(s):

MH Account No.:	_____
Year:	_____
Make:	_____
Dimensions:	_____

Assessed to:	Jane Doe 123 ABC St. Florence, MS. 39073
Please Refund:	Jane Doe 123 ABC St. Florence, MS. 39073

Due to the double assessment, please refund the _____ mobile home taxes in the following amount(s):

Tax year overpayment:	$
Tax year overpayment:	$
Refund Amount:	$

_____
Caroline Gilbert, Tax Collector

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

December 1, 2022

To:

From:

Re: Refund of _____ Real Property Taxes (could be up to (3) tax years)

The following described mobile home was assessed on parcel _____ and the mobile home roll on mobile account number _____ for the _____ tax year(s):

Parcel Number(s):	F8Q 23 140
Assessed to:	Jane Doe 123 West Government Street Florence, MS. 39073
MH Account No.:	_____
Year:	_____
Make:	_____
Dimensions:	_____
Assessed to:	Jane Doe 123 ABC St. Florence, MS. 39073
Please Refund:	Jane Doe 123 ABC St. Florence, MS. 39073

Due to the double assessment, please refund only the improvement portion of the _____ year land roll taxes.

Refund Amount: $ _____.

_____

Caroline Gilbert, Tax Collector

1) For refunds, you should receive an increase/decrease of assessment form, and if necessary, supporting documentation to clarify how to adjust the supplemental tax receipt. There should also be a Refund Policy Sheet which indicates who to refund and the appropriate mailing address.

2) For the General Refund letter, just change the wording to fit whatever the nature of the refund is. For example, it may be "an erroneous assessment due to incorrect square footage" or "an improvement that was not taxable for the current tax year" (this is usually for houses we've picked up and added to the roll that have not actually been completed yet).

3) If you have any questions or concerns, please feel free to contact the Tax Assessor's Office, and we will assist you.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

§ 27-33-51. Duties of tax collectors.

The tax collectors of the several counties of the state shall perform such duties as are generally imposed upon them by the laws of this state with respect to the collectio taxes and the payment of same into the proper accounts; and in addition to such general duties:

(a) He shall, upon receipt of a duly certified copy of the order of the board of supervisors, adopted under the provisions of Section 27-33-37(*l*), correct the supplemental roll as required by said order and list as subject to all taxes the assessed value of homes in all cases to the extent directed by the order of the board; and he shall change the supplemental roll for the year, or years, in accord with the order of the board, so as to show the additional taxes due and he shall prepare a tax receipt therefor, with proper references thereon to the board, the year or years for which the additional taxes are levied, and to the page and line of the supplemental roll where the assessment is listed.

(b) He shall collect all additional taxes on or before the first day of February of the year following that in which the notice is issued to make the correction and reassessment, and the collection of taxes shall be made in the same manner and at the same time taxes are collected on other property, if any, of the same owner; and he shall give to the taxpayer a separate receipt for such additional taxes.



(c) He shall give to all taxpayers having an exempte home under the terms of this article a tax receipt made in the manner and form directed by Sections 27-41-33 and 27-41-35; and this requirement shall apply to receipts given for additional taxes as provided by paragraphs (a) and (b) of this section.

(d) He shall collect all taxes due to the extent requ by this article; and it shall be his duty to collect sai taxes, including additional taxes as provided by paragraphs (a) and (b) of this section, by sale of th property in the manner provided by law in the cas other real property, and by any other method or means provided by law for the collection of taxes levied against real property.

History

Codes, 1942, § 9737.5; Laws, 1946, ch. 261, § 24; Laws, 1968, ch. 361, § 34; Laws, 1975, ch. 457, § Laws, 1984, ch. 453, § 18, eff from and after Janu 1, 1985.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

application that fails to list eligible property due to a clerical error on or before that **last Monday in August** of the year following the roll year. He may amend an application where the applicant dies and the surviving spouse fails to file a new application. If the surviving spouse is not eligible for the same exemption, the application may not be amended.

B. CLERK OF THE BOARD OF SUPERVISORS - §27-33-35

The Clerk of the Board of Supervisors is to keep all documents relating to homestead exemption that come before the Board of Supervisors. In Addition to his regular duties, he shall perform the following:

1. Accept applications

From **February 1 until May 1**, the Clerk shall accept all applications for homestead exemption delivered to him by the Tax Assessor.

2. Deliver applications

The Clerk is required to deliver to the Tax Commission on or before **June 1**, the original of all applications received by him. The applications should be alphabetized.

3. Board of Supervisors

The Clerk shall present to the Board of Supervisors on the first day of its regular monthly meeting, the duplicate of all applications filed with him by the Tax Assessor. The Clerk shall perform any duty that the Board of Supervisors may delegate to him.

4. Applications on File

The Clerk shall keep the applications on file in alphabetical order for a period of three (3) years. The applications are a matter of public record.

5. Prepare supplemental roll

Immediately after the land roll has been approved by the Tax Commission and the Board of Supervisors, the Clerk shall prepare, in triplicate, the Recapitulation of the Homestead Exemptions (supplemental roll) for any taxing unit in his county. This includes municipal supplemental rolls. Each of these copies must be certified by the Clerk as to its correctness, completeness, and truthfulness. The **ORIGINAL** of the supplemental roll shall be sent to the Tax Commission. One copy shall be delivered to the Tax Collector. The other copy shall be placed in the land roll in the Clerk's office. This roll shall contain all homestead exemption applications granted by the Board of Supervisors and shall be made from the applications and not from the land roll. The roll shall be prepared and maintained on electronic media beginning with the 2001 roll year.

6. Tax loss certificate

No later than December 31 the Clerk shall prepare the Certificate of Tax Loss for all taxing units in his county, including the municipalities. These certificates shall be made in triplicate, on the forms provided by the Tax Commission. Each copy shall bear his certification. He shall, **no later than December 31 each year,** deliver the **original** copy of these certificates to the Tax Commission, deliver the duplicate to the Tax Collector, and retain the third copy in his file as public record. The Certificate of Tax Loss must reflect the information on the homestead roll. Certificates received later than **June 1** of the following year shall not be considered for reimbursement by the Tax Commission.

7. Municipalities

Only the **county** has the authority to allow or disallow exemptions. It is the duty of the Clerk of the Board of Supervisors to certify the forms for the municipalities. It is also the duty of the Clerk of the Board of Supervisors to certify the forms for the municipalities. It is also the duty of the Clerk of the Board of Supervisors to send the ORIGINAL of these completed forms to the Tax Commission in the same manner as the county forms and send the duplicates to the Municipal Clerk.

C. BOARD OF SUPERVISORS - §27-33-37

With the exception of the Tax Commission, only the county Board of Supervisors has the authority to allow or disallow applications. Some duties concerning that authority are outlined below.

1. Examine applications

The most important duty requires the Board of Supervisors to examine each application that has been delivered by the Clerk. This examination is to be done each month. Applications should be allowed, disallowed or held for further examination.

2. Rule on eligibility

It is the duty of the Board of Supervisors to allow or disallow all applications by the August board

Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

meeting. The Board of Supervisors should disallow all applications that do not conform to the requirements of the law. Notice in writing by mail must be given by the Board to applicants disallowed by the Board or the Tax Commission.

3. Have errors corrected

If the Board discovers an error in an application or is made aware of eligibility for additional exemption, it should give notice to the applicant and ask that the applicant make the necessary corrections. If the error is found before the April 1 deadline, a new application should be filed. If the error is for an additional exemption after April 1, an amended application should be filed with the Board of Supervisors. No correction can be made to the homestead applications after final action by the Board. Final correction of the supplemental roll must be approved by the Board **no later than the last Monday in August** of the year following the year in which the supplemental roll was made. This correction must be received by the Tax Commission **no later than September 15** of the year following the year that the roll is made.

4. Approve rolls

The Board of Supervisors approves the supplemental roll for the current year after all applications have been allowed or disallowed. The action of the Board approving the supplemental roll must be made of minute record. This supplemental roll becomes a part of the regular land roll and requires the same procedure to make it official. Any corrections to that supplemental roll must be in the Commission office no later than **September 15** of the year following the year in which the supplemental roll was made. Any changes to the roll must be recorded in the minutes of the Board of Supervisors.

5. Tax Commission charges

The Board of Supervisors responds to a Tax Commission charge by accepting or objecting to the charge. If the Board objects to a charge, a written statement of objection must be included. Three copies of the charge are sent to the Chancery Clerk. The white copy will become a county record. The blue copy should be mailed to the applicant. The pink copy should be returned to the Tax Commission with acceptance or objection indicated on the copy. The findings of the Tax Commission are final.

6. Additional taxes

The Board of Supervisors shall order the Tax Collector to collect any additional taxes due as a result of a homestead exemption disallowed by the Tax Commission after being allowed by the Board.

7. Employ necessary assistance

The Board of Supervisors may employ the Clerk of the Board of Supervisors to perform any of the duties they deem necessary.

D. TAX COMMISSION - §27-33-41

The Tax Commission has duties to perform in connection with homestead exemption.

1. Rules and regulations

The Tax Commission shall adopt rules to aid administration of the homestead exemption law.

2. Forms

The Tax Commission is to furnish and prescribe all forms and technical specifications needed in the administration of homestead exemption law.

3. Examination

The law requires the Tax Commission to examine all documents concerning homestead exemption. This duty must be performed in order to determine the eligibility of any property or any person claiming homestead exemption. It is also the duty of the Tax Commission to examine all tax loss claims made by any taxing unit. This duty must be performed to determine that claims are made within the requirements of the law.

4. Errors

The Tax Commission shall correct or have corrected any error found during the examination of a document. Notice to the taxing unit of the correction needed shall be given in writing.

5. Adjustments

The Tax Commission shall reject for reimbursement of tax loss any exemption allowed by the Board of Supervisors which does not conform to the statute or for which an application is not in the Tax Commission office. Notice of such adjustment shall be made to the Board as a charge in writing. The Board of Supervisors shall have the opportunity to object to any charge made by the Commission; but

Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

MEMORANDUM

DATE: July 1, 2022

TO: Chancery Clerks and Tax Collectors

FROM: Lihong Sun, CPA

RE: Public Utility Roll

Enclosed you will find the 2022 Public Utility Roll for your county which includes all companies for which an assessment has been finalized.

If you should have any questions, please feel free to contact me. My direct telephone number is 601-923-7492.

P. O. Box 1033 Jackson, MS 39215 www.dor.ms.gov Phone: 601.923.7618 FAX: 601.923.7607

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Miss. Code Ann. § 27-35-301

Copy Citation

Current through 2022 Regular Session legislation including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

Mississippi Code 1972 Annotated Title 27. Taxation and Finance (Chs. 1 — 117) Chapter 35. Ad Valorem Taxes—Assessment (Arts. 1 — 7) Article 3. Assessment of Railroads and Other Public Service Corporations. (§§ 27-35-301 — 27-35-343)

§ 27-35-301. Department of Revenue as assessor of public service corporations.

The Department of Revenue is constituted state assessor of railroads and other public service corporations, and it shall, upon the receipt or making of the schedules hereinafter provided for, assess the property of railroads, telegraph, telephone, sleeping car, express, electric power and light companies and other public service corporations liable to taxation in the state, affixing its value for the purposes of ad valorem taxation so that such property shall bear its just proportion of taxation, taking into consideration the value of the franchise and the capital engaged in the business in this state. The state assessor of railroads and other public service corporations may adopt other and further rules necessary and proper to ascertain the value of property to be assessed by it, including the value of the franchise and amount of capital engaged in the business in this state. Provided, however, the Department of Revenue shall be the assessor of railroad and Class IV public service property, but shall not be the assessor of the types and kinds of properties owned by the public service corporations and appraised and assessed by county tax assessors pursuant to Sections 27-35-331 through 27-35-341.

History

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

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Miss. Code Ann. § 27-35-313

Copy Citation

Current through 2022 Regular Session legislation including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

Mississippi Code 1972 Annotated Title 27. Taxation and Finance (Chs. 1 — 117) Chapter 35. Ad Valorem Taxes—Assessment (Arts. 1 — 7) Article 3. Assessment of Railroads and Other Public Service Corporations. (§§ 27-35-301 — 27-35-343)

§ 27-35-313. Rolls to be sent to counties.

So soon as the assessment rolls have remained subject to objection for twenty (20) days, and when all objections, if any, are disposed of, the assessment rolls shall be approved by the Department of Revenue, and a certified copy of the assessment rolls shall be sent immediately to the clerks of the board of supervisors of the respective counties, who shall file and preserve it as a record.

History

Codes, Hemingway's 1921 Supp § 7769q; 1930, § 3206; 1942, § 9831; Laws, 1918, ch. 138; Laws, 2001, ch. 334, § 4; Laws, 2009, ch. 492, § 76, eff from and after July 1, 2010; Laws, 2020, ch. 373, § 6, eff from and after January 1, 2021.

Mississippi Code 1972 Annotated
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Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

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Miss. Code Ann. § 27-35-315

Copy Citation

Current through 2022 Regular Session legislation including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

Mississippi Code 1972 Annotated Title 27. Taxation and Finance (Chs. 1 — 117) Chapter 35. Ad Valorem Taxes—Assessment (Arts. 1 — 7) Article 3. Assessment of Railroads and Other Public Service Corporations. (§§ 27-35-301 — 27-35-343)

§ 27-35-315. Duty of clerk of board of supervisors.

The clerk of the board of supervisors shall make one copy of the said assessment rolls, and shall certify and deliver the same to the tax collector which when done shall have the same force and effect as other certified copies of tax rolls placed in the hands of the tax collector.

History

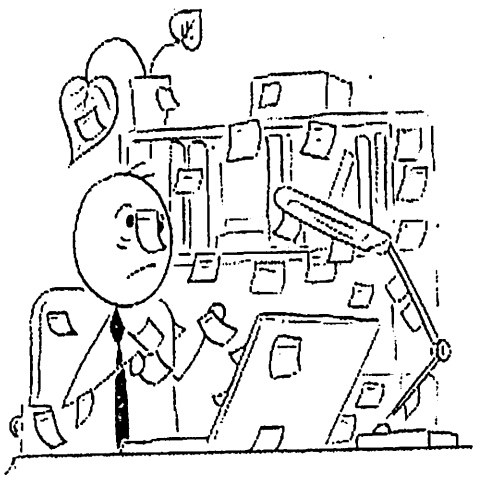
Codes, Hemingway's 1921 Supp § 7769r; 1930, § 3207; 1942, § 9832; Laws, 1918, ch. 138.

Mississippi Code 1972 Annotated
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Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

Duties of Chancery Clerk / Clerk of board of supervisors.



The Chancery Clerk should send in all homestead applications no later than June 1. In order for the Department Of Revenue to process the applications, the following guidelines shall be followed:

Applications should be alphabetized and put in one stack only; amended applications should be separated but included in the one stack.

Applications should not be folded or mutilated in any way.

Do not place applications in binders.

Attachments should be kept in the Assessor's office for 3 years. Do not attach anything to the applications.

Make sure all applications are signed and completed.

Enclose a letter stating the total number of applications being sent to the Department of Revenue. The letter must have the Clerk's Seal on it.

§ 27-33-35. Duties of clerk of board of supervisors.

The clerk of the board of supervisors shall keep all records and documents relating to homest of exemption matters coming before the board and perform such services as are generally requi him by Section 19-3-27, and in addition to such general duties:

(a) He shall receive applications for homestead exemption as they are delivered to him by the assessor, as required in Section 27-33-33(g); and before June 1 and in the manner prescribed rules and regulations of the Tax Commission, he shall forward the originals of all applications commission in Jackson, Mississippi, and (1) on the first day of each regular monthly meeting board of supervisors he shall present to it all applications for homestead exemption in his har that time for the board's consideration, as directed hereafter in this article, (2) when not in u said applications shall be kept on file in alphabetical order, and (3) at the end of each current he shall deliver duplicate homestead exemption applications that are no longer valid to the chancery clerk of the county to be held by him as a public record for at least three (3) years. shall also include all applications disallowed by the board.

(b) He shall make the supplemental roll of homestead exemptions granted from the applicat therefor (not from the land roll), the year the land roll is made, as soon as reasonably possib the roll has been approved by the commission and has been finally approved of minute reco the board of supervisors, and only after the board has approved or disapproved all applicati

(c) He shall make the supplemental roll as prescribed by the commission.

(d) He shall make the proper entry in all columns on the supplemental roll, as defined in Sec 33-11(n), and shall add truly and correctly each column of values of said roll and carry the r thereof to the grand total; and shall certify a copy of the supplemental roll to the tax collect the same manner as the regular assessment roll is certified.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

Duties of Chancery Clerk / Clerk of board of supervisors.

(e) He shall make in triplicate the supplemental roll and the original shall be forwarded immediately to the commission, one (1) copy shall be attached to the original land assessment roll, and the other copy shall be delivered to the tax collector as a legal part of the regular land assessment roll, as provided by Section 27-33-11(n). In counties having two (2) judicial districts, he shall make four (4) copies, one (1) for each judicial district, or separate rolls for each district, as may be directed by order of the board of supervisors. The original supplemental roll shall be forwarded to the commission no later than December 31 of each year.

(f) He shall also prepare two (2) certificates of tax loss from the approved applications for homestead exemption and from current legally completed land assessment roll, including the supplemental roll as defined in Section 27-33-11(n), which certificates shall be made on forms to be prescribed and furnished by the commission. One (1) certificate shall reflect the tax loss incurred because of the exemptions provided to applicants under the age of sixty-five (65) and not disabled as defined in this article, and the other shall reflect the tax loss incurred because of the exemptions provided to applicants aged sixty-five (65) or over and disabled as defined in this article.

The certificates shall show truly and correctly the total number of applications allowed for homestead exemption and the total tax loss resulting from applications allowed for homestead exemption; and such additional information as the commission may require.

The certificates shall be made in triplicate and be certified by him as being true and correct; and not later than December 31 of each year he shall forward the original certificates to the commission, deliver the duplicate certificates to the tax collector, and retain the triplicate certificates in his file as a public record. Certificates received later than June 1 of the year following the year in which the supplemental roll is made shall not be considered for reimbursement by the commission.

History

Codes, 1942, § 9731; Laws, 1940, ch. 127; Laws, 1946, ch. 261 § 17; Laws, 1975, ch. 457, § 7; Laws, 1984, ch. 453, § 14; Laws, 1991, ch. 390, § 4; Laws, 1991, ch. 602, § 5; Laws, 1993, ch. 324, § 3; Laws, 1993, ch. 513, § 5; Laws, 2001, ch. 334, § 2; Laws, 2002, ch. 369, § 1, eff from and after passage (approved Mar. 18, 2002.).

§ 27-33-39. Duties of the chancery clerk.

The chancery clerk of the county shall,

(a) Assist the board of supervisors in dealing with applications for homestead exemption, ar present, on the call of the board, all records from his office necessary for the allowance or disallowance of any application for homestead exemption coming before the board; and

(b) Receive from the clerk of the board of supervisors the applications filed for homestead exemption, as provided in Section 27-33-35, paragraph (a), and preserve them accessible a records for at least three (3) years.

History

Codes, 1942, § 9733; Laws, 1940, ch. 127; Laws, 1946, ch. 261, § 19.



Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

Homestead Applications - Chancery Clerk

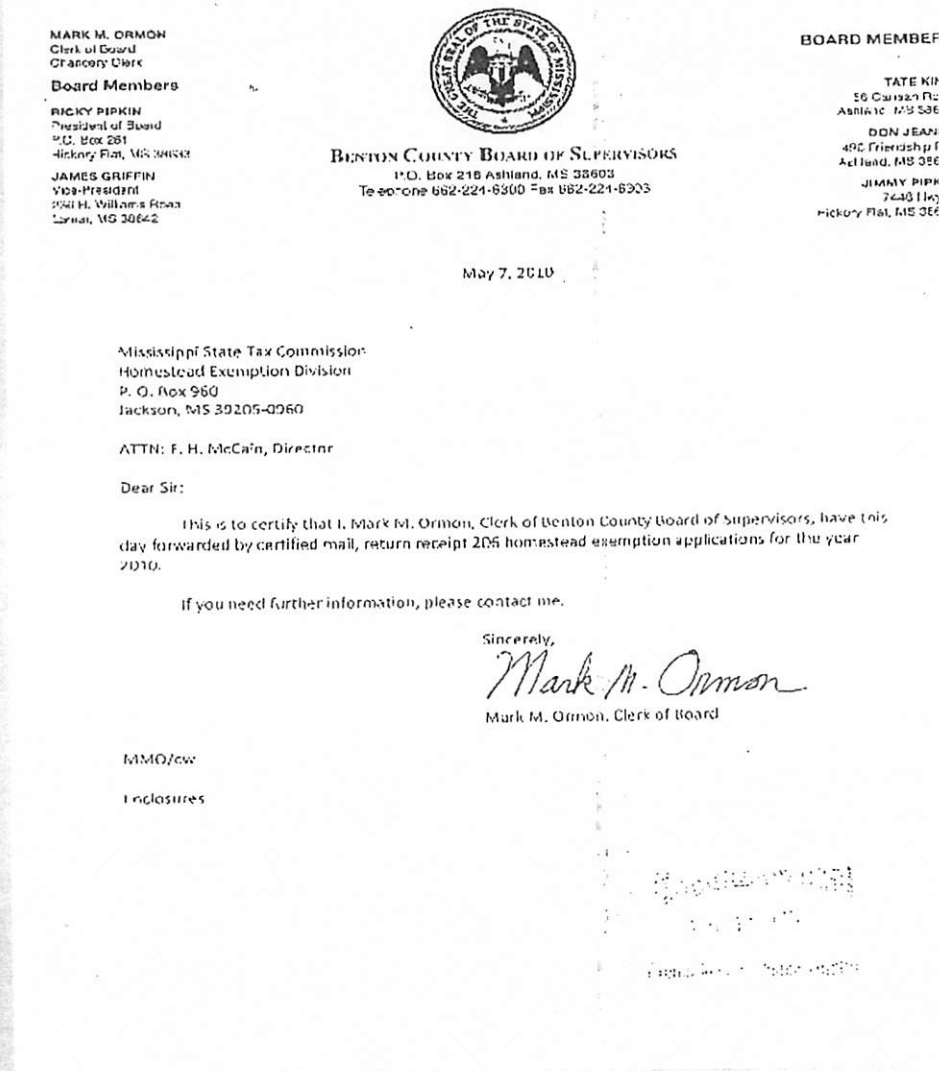
The Chancery Clerk should send in all homestead applications no later than June 1. In order for the Department Of Revenue to process the applications, the following guidelines shall be followed:

- Applications should be alphabetized and put in one stack only; amended applications should be separated but included in the one stack.
- Applications should not be folded or mutilated in any way.
- Do not place applications in binders.
- Attachments should be kept in the Assessor's office for 3 years. Do not attach anything to the applications.

Duties of Chancery Clerk / Clerk of Board of Supervisors

All applications received by the county

Enclose a letter stating the total number of applications being sent to the Department of Revenue. The letter must have the Clerk's Seal on it.



MARK M. ORMON
Clerk of Board
Chancery Clerk

Board Members

RICKY PIPKIN
President of Board
P.O. Box 281
Hickory Flat, MS 38633

JAMES GRIFFIN
Vice-President
2941 H. Williams Road
Senatobia, MS 38642

BENTON COUNTY BOARD OF SUPERVISORS
P.O. Box 216 Ashland, MS 38603
Telephone 662-224-6300 Fax 662-224-6303

BOARD MEMBER

TATE KI
56 Carriage Dr
Ashland, MS 386

DON JEAN
496 Friendship
Ashland, MS 386

JIMMY PIPK
7448 Hwy
Hickory Flat, MS 386

May 7, 2010

Mississippi State Tax Commission
Homestead Exemption Division
P. O. Box 960
Jackson, MS 39205-0960

ATTN: F. H. McCain, Director

Dear Sir:

This is to certify that I, Mark M. Ormon, Clerk of Benton County Board of Supervisors, have this day forwarded by certified mail, return receipt 206 homestead exemption applications for the year 2010.

If you need further information, please contact me.

Sincerely,

Mark M. Ormon

Mark M. Ormon, Clerk of Board

MMO/cw

Enclosures

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

application that fails to list eligible property due to a clerical error on or before that **last Monday in August** of the year following the roll year. He may amend an application where the applicant dies and the surviving spouse fails to file a new application. If the surviving spouse is not eligible for the same exemption, the application may not be amended.

B. CLERK OF THE BOARD OF SUPERVISORS - §27-33-35

The Clerk of the Board of Supervisors is to keep all documents relating to homestead exemption that come before the Board of Supervisors. In Addition to his regular duties, he shall perform the following:

1. Accept applications

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2. Deliver applications

The Clerk is required to deliver to the Tax Commission on or before **June 1**, the original of all applications received by him. The applications should be alphabetized.

3. Board of Supervisors

The Clerk shall present to the Board of Supervisors on the first day of its regular monthly meeting, the duplicate of all applications filed with him by the Tax Assessor. The Clerk shall perform any duty that the Board of Supervisors may delegate to him.

4. Applications on File

The Clerk shall keep the applications on file in alphabetical order for a period of three (3) years. The applications are a matter of public record.

5. Prepare supplemental roll

Immediately after the land roll has been approved by the Tax Commission and the Board of Supervisors, the Clerk shall prepare, in triplicate, the Recapitulation of the Homestead Exemptions (supplemental roll) for any taxing unit in his county. This includes municipal supplemental rolls. Each of these copies must be certified by the Clerk as to its correctness, completeness, and truthfulness. The **ORIGINAL** of the supplemental roll shall be sent to the Tax Commission. One copy shall be delivered to the Tax Collector. The other copy shall be placed in the land roll in the Clerk's office. This roll shall contain all homestead exemption applications granted by the Board of Supervisors and shall be made from the applications and not from the land roll. The roll shall be prepared and maintained on electronic media beginning with the 2001 roll year.

6. Tax loss certificate

No later than December 31 the Clerk shall prepare the Certificate of Tax Loss for all taxing units in his county, including the municipalities. These certificates shall be made in triplicate, on the forms provided by the Tax Commission. Each copy shall bear his certification. He shall, **no later than December 31 each year,** deliver the **original** copy of these certificates to the Tax Commission, deliver the duplicate to the Tax Collector, and retain the third copy in his file as public record. The Certificate of Tax Loss must reflect the information on the homestead roll. Certificates received later than **June 1** of the following year shall not be considered for reimbursement by the Tax Commission.

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With the exception of the Tax Commission, only the county Board of Supervisors has the authority to allow or disallow applications. Some duties concerning that authority are outlined below.

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Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

meeting. The Board of Supervisors should disallow all applications that do not conform to the requirements of the law. Notice in writing by mail must be given by the Board to applicants disallowed by the Board or the Tax Commission.

3. Have errors corrected

If the Board discovers an error in an application or is made aware of eligibility for additional exemption, it should give notice to the applicant and ask that the applicant make the necessary corrections. If the error is found before the April 1 deadline, a new application should be filed. If the error is for an additional exemption after April 1, an amended application should be filed with the Board of Supervisors. No correction can be made to the homestead applications after final action by the Board. Final correction of the supplemental roll must be approved by the Board **no later than the last Monday in August** of the year following the year in which the supplemental roll was made. This correction must be received by the Tax Commission **no later than September 15** of the year following the year that the roll is made.

4. Approve rolls

The Board of Supervisors approves the supplemental roll for the current year after all applications have been allowed or disallowed. The action of the Board approving the supplemental roll must be made of minute record. This supplemental roll becomes a part of the regular land roll and requires the same procedure to make it official. Any corrections to that supplemental roll must be in the Commission office no later than **September 15** of the year following the year in which the supplemental roll was made. Any changes to the roll must be recorded in the minutes of the Board of Supervisors.

5. Tax Commission charges

The Board of Supervisors responds to a Tax Commission charge by accepting or objecting to the charge. If the Board objects to a charge, a written statement of objection must be included. Three copies of the charge are sent to the Chancery Clerk. The white copy will become a county record. The blue copy should be mailed to the applicant. The pink copy should be returned to the Tax Commission with acceptance or objection indicated on the copy. The findings of the Tax Commission are final.

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The Board of Supervisors shall order the Tax Collector to collect any additional taxes due as a result of a homestead exemption disallowed by the Tax Commission after being allowed by the Board.

7. Employ necessary assistance

The Board of Supervisors may employ the Clerk of the Board of Supervisors to perform any of the duties they deem necessary.

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The Tax Commission has duties to perform in connection with homestead exemption.

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The Tax Commission shall correct or have corrected any error found during the examination of a document. Notice to the taxing unit of the correction needed shall be given in writing.

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The Tax Commission shall reject for reimbursement of tax loss any exemption allowed by the Board of Supervisors which does not conform to the statute or for which an application is not in the Tax Commission office. Notice of such adjustment shall be made to the Board as a charge in writing. The Board of Supervisors shall have the opportunity to object to any charge made by the Commission; but

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Document: Miss. Code Ann. § 27-31-59

Free Port Warehouse

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Mississippi Code 1972 Annotated Title 27. Taxation and Finance (Chs. 1 — 117) Chapter 31. Ad Valorem Taxes—General Exemptions (§§ 27-31-1 — 27-31-117) Free Port Warehouses (§§ 27-31-51 — 27-31-61)

§ 27-31-59. License fee.

Each licensee shall pay to the governing authorities for each license which may be issued or renewed a fee in the amount of Ten Dollars ($10.00) for each issuance or renewal thereof.

History

Codes, 1942, § 9699-05; Laws, 1962, ch. 595, § 5; Laws, 2002, ch. 402, § 4, eff from and after July 1, 2002.

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Miss. Code Ann. § 27-31-59

Copy Citation

Current through 2022 Regular Session legislation including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

Mississippi Code 1972 Annotated Title 27. Taxation and Finance (Chs. 1 — 117) Chapter 31. Ad Valorem Taxes—General Exemptions (§§ 27-31-1 — 27-31-117) Free Port Warehouses (§§ 27-31-51 — 27-31-61)

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Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

Go to previous versions of this Section

2020 Mississippi Code
Title 27 - Taxation and Finance
Chapter 31 - Ad Valorem Taxes-General Exemptions
Free Port Warehouses
§ 27-31-51. Licensing; definitions

Universal Citation: MS Code § 27-31-51 (2020)

1. As used in Sections 27-31-51 through 27-31-61:
   a. "Warehouse" or "storage facility" shall not apply to caves or cavities in the earth, whether natural or artificial;
   b. "Governing authorities" means the board of supervisors of the county wherein the warehouse or storage facility is located or the governing authorities of the municipality wherein the warehouse or storage facility is located, as the case may be;
   c. "Tax assessor" means the tax assessor of each taxing jurisdiction in which the warehouse or storage facility may be located.
2. All warehouses, public or private, or other storage facilities in the State of Mississippi regularly engaged in the handling and storage of personal property in structures or in places adopted for such handling and storage which is consigned or transferred to such warehouse or storage facility for storage and handling shall be eligible for licensing under the provisions of Sections 27-31-51 through 27-31-61 as a "free port warehouse." A manufacturer of personal property that maintains separate facilities, structures, places or areas for the temporary storage and handling of such personal property pending transit to a final destination outside the State of Mississippi shall be

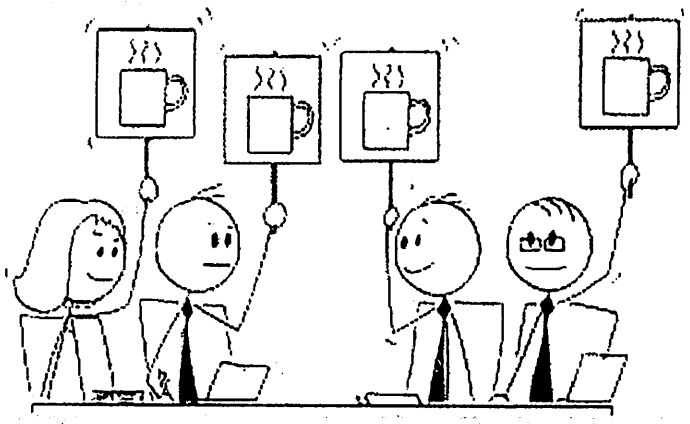
eligible for licensing under Sections 27-31-51 through 27-31-61 as a "free port warehouse," and any license issued to such a manufacturer before January 1, 2012, is hereby ratified, approved and confirmed.

3. Such licenses shall be issued by the governing authorities to such warehouse or storage facility as will qualify under the definition of "free port warehouse" as herein defined, upon application by the warehouse or storage facility operator.

Disclaimer: These codes may not be the most recent version. Mississippi may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

§ 27-33-37. Duties and powers of the board of supervisors.



The board of supervisors shall perform the duties imposed by this article on the members, the president, and the board as a unit h the powers and authority granted and as necessary for the proper administration of the article, and specifically as set out in this on.

(a) At each regular monthly meeting the president of the board shall require of and receive from the clerk of the board all applic is for homestead exemption having come into his hands as provided in Section 27-33-35 of this article.

(b) As soon as practicable after convening, at each regular monthly meeting, the board, in the light of public records, personal knowledge, information given by the assessor, and any other reliable source of information that may be available, shall examine application which has been delivered to the clerk by the tax assessor, and pass upon its correctness and the eligibility of the prop and of the person, under the law, as fully as may be done before final approval, after the land roll has been finally approved of n e record; and the board shall carefully consider and construe the relationship between buyers and sellers of property on which homestead exemption is sought, and the terms, conditions, rate of interest, payments made and to be made, of all conveyances doubtful in such respect. One (1) member of the board shall check each application prior to the time for final approval, and shall indicate if it should be approved, disapproved, or if it requires further investigation.

(c) If any application be found incorrect or incomplete in any particular required by law, or deficient in any respect, the board shall give notice immediately to the applicant, in writing, by mail, advisin applicant of the defect and the nature thereof, so that the applicant may correct it, if it can be corrected, before the time for final action by the board.

(d) The year in which the land roll is made, at the meeting of the board of supervisors at which the certificate of the department finally approving the land assessment roll is received and entered in it minutes, and at the September meeting the board of supervisors shall complete the consideration of each and every application for homestead exemption; and all applications, or claims, not clearly w the provisions and requirements of this article shall be disallowed by the board. Where it appears to the board, in a case or cases involving transactions completed after July 1, 1938, that conveyances e been made without bona fide consideration, and liens taken with questionable consideration or values, or where the payments on the principal have not been made as required, or there is evidence y kind that the transactions were not bona fide in every particular, and were entered into for the purpose of obtaining a homestead exemption contrary to the letter and spirit of law, the application sh e disallowed.

(e) Each application shall be plainly endorsed "allowed" or "disallowed" as the case may be, over the date, and the signature of the president of the board, who may use a facsimile stamp for the purp ; and, in the space provided on the application for that purpose, there shall be entered for each assessment, (1) the page and line number of the assessment on the land roll, (2) the total number of acr 3) the total assessed value of the land, (4) the assessed value of the buildings, (5) the total assessed value of the exempted land and buildings, (6) the assessed value of the land and buildings not exemp (7) the name of the road district, if any, in which the property lies, and (8) the name of the school district in which the property lies.

(f) All applicants, whose applications are finally disallowed by the board, shall be given notice immediately by the board, in writing, by mail. Petitions and objections by applicants for correction or amendment shall be heard by the board at the next regular meeting of the board after notice that the application was finally disallowed.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

§ 27-33-37. Duties and powers of the board of supervisors. (cont.)

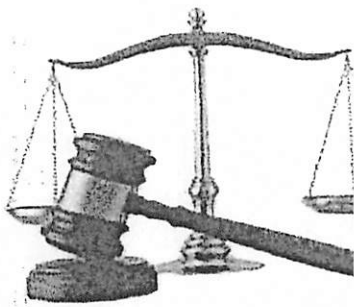
(g) It shall not be necessary that an order be entered on the minutes of the board which allows or disallows an application as provided by paragraph (f) of this section, unless there be a division among t board members, then an order shall be entered on the minutes recording the aye and nay vote.

(h) The board of supervisors shall have, and is hereby given, the power and authority to summon and examine witnesses under oath, to examine records, and to do any and all other things necessary ar proper to ascertain the facts with respect to any application, or claim, for homestead exemption presented to it. The board shall disallow any application for homestead exemption when it is found that person or the property was ineligible, after the supplemental roll is approved and within one (1) year after that in which the application was executed; and it shall correct, likewise, any and all errors fo the supplemental roll. When an application is disallowed by the board after the supplemental roll has been approved, it shall give notice and proceed as in the case of a rejection by the department. A certified copy of the order finally disallowing an application, and making a correction in the supplemental roll must be adopted before the last Monday of August and shall be received by the departme later than September 15 of the year following the year in which the supplemental roll was made.

(i) At the first regular or special meeting of the board of supervisors held after the supplemental roll, required by Section 27-33-35 of this article, has been made, it shall examine the roll, and if found c shall enter in the minutes an order approving the roll; and the applications disallowed shall be listed in the minutes by name and amount, with the reason for disallow ance. A copy of the order shall be attached to the supplemental roll and sent to the department.

(j) All applicants whose applications are rejected for reimbursement of tax loss by the department, after having been allowed by the board, shall be given notice immediately by the board, in writing, b with the reasons for the rejection by the department, and the applicants shall have thirty (30) days in which to file objections thereto, which objections shall be heard by the board at the same or the r regular meeting after objections are filed by the applicant. If the board finds that in its opinion the application should be allowed, it shall continue the matter in its record, and present its objection to t rejection, with evidence in support of it, to the department. All applications finally rejected by the department or by the Board of Tax Appeals shall be disallowed by the board, and entered of minute

(k) When the board shall receive notice from the department that an application for homestead exemption has been rejected by the department for reimbursement of tax loss, the board shall proceed in the manner prescribed in paragraph (j) of this section. Upon the hearing of objections of the applicant, if the board finds that the application should be disallowed, it shall so order and notify the department that its rejection has been "accepted." If the board is of the opinion that the application should be allowed, it shall notify the department that it objects to the rejection of the application, and shall submit, in writing, its reasons for the "objection." All such matters between the board and the department may be concluded by correspondence, or by personal appearance of the board, or one or more of its members, the clerk, or the assessor, or by a representative of the department present at any meeting of the board. If upon consideration of the objection, the department determines that the application for homestead exemption should be allowed; it will reverse the adjustment resulting from the department's rejection of the application and advise the board of this reversal. If upon consideration of the objection, the department determines that it had properly rejected the application for homestead exemption; it shall advise the board that its objection has been denied by the department. Within thirty (30) days from the date of the notice from the department advising the board that its objection had been denied, the board can appeal this denial of the objection by the department to the Board of Tax Appeals. The decision of the Board of Tax Appeals on the appeal by the board from the denial by the department of the board's objection to the department's rejection of an application for reimbursement of the tax loss shall be final, and the board and the department will either allow or disallow the application based on the decision of the Board of Tax Appeals.



Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

§ 27-33-37. Duties and powers of the board of supervisors. (cont.)

(l) It shall be the duty of the board, and it is hereby given the power to order the tax collector, by an order entered on its minutes, to reassess, and list as subject to all taxes, the property described in an application for homestead exemption and as entered on the regular land assessment roll, under the following circumstances:

(i) When an application for homestead exemption is finally rejected by the department for reimbursement of tax loss which has been regularly approved by the board and entered on the supplemental roll; or

(ii) Where an application has been wrongfully allowed by the board.

When any property has been reassessed as herein provided, all additional taxes due as a result of such reassessment shall become due and be payable on or before the first day of February of the year following that in which notice to make the reassessment is issued; and if not paid, the tax collector shall proceed to sell the property for the additional taxes in the same manner and at the same time other property is sold for the current year's taxes, or he may collect the taxes by all methods by which other taxes on real estate may be collected. Provided, no penalty or interest shall be applied for any period prior to February 1 of the year following that in which the reassessment is made, and provided further, that such reassessment shall not take effect or become a lien on the property of bona fide purchasers or encumbrancers for value without notice thereof, unless there shall have been filed prior to their attaining such status a notice of rejection in the chancery clerk's office in the county in which the property is located, which notice shall be recorded and indexed as are deeds; but the applicant shall in all cases remain personally liable for such reassessment.



(m) The board of supervisors may employ the clerk of the board to collect and assemble data and information and to perform the services required of the board by paragraph (e) of this section and to investigations required in connection with the duties of the board in determining the eligibility of homestead exemptions and to perform all other ministerial duties required of the board in connection administering the Homestead Exemption Law and as directed by the board. If the board employs the clerk, he shall be paid out of the general county fund as follows: for the first two thousand (2,000) applications he may, in the discretion of the board, be paid not exceeding One Dollar ($1.00) each, for the next two thousand (2,000) applications he may be paid not exceeding Seventy-five Cents (75¢ for the next two thousand (2,000) applications he may be paid not exceeding Fifty Cents (50¢) each, for the next two thousand (2,000) applications he may be paid not exceeding Thirty-five Cents (35¢ all over the above number he shall be paid not exceeding Twenty-five Cents (25¢) each. The board shall require the assessor to correctly describe all lands included in any applications for homestead exemption, and to assess all such lands on the land assessment roll, separately from other lands, as required by this article; and to present to the board all proper and necessary notices for the correcti land descriptions on the roll, changes in ownership, and for increases and decreases in the assessments of exempt homes.

History

Codes, 1942, § 9732; Laws, 1940, ch. 127; Laws, 1942, ch. 123; Laws, 1946, ch. 261, § 18; Laws, 1958, ch. 211; Laws, 1966, ch. 642, § 1; Laws, 1968, ch. 361, § 33; Laws, 1984, ch. 453, § 15; Laws, 19 Sess, ch. 14, § 19; brought forward, Laws, 1991, ch. 390, § 5; Laws, 1991, ch. 602, § 6; Laws, 1993, ch. 513, § 6; Laws, 1997, ch. 345, § 1; Laws, 2009, ch. 492, § 66, eff from and after July 1, 2010.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

meeting. The Board of Supervisors should disallow all applications that do not conform to the requirements of the law. Notice in writing by mail must be given by the Board to applicants disallowed by the Board or the Tax Commission.

3. Have errors corrected

If the Board discovers an error in an application or is made aware of eligibility for additional exemption, it should give notice to the applicant and ask that the applicant make the necessary corrections. If the error is found before the April 1 deadline, a new application should be filed. If the error is for an additional exemption after April 1, an amended application should be filed with the Board of Supervisors. No correction can be made to the homestead applications after final action by the Board. Final correction of the supplemental roll must be approved by the Board **no later than the last Monday in August** of the year following the year in which the supplemental roll was made. This correction must be received by the Tax Commission **no later than September 15** of the year following the year that the roll is made.

4. Approve rolls

The Board of Supervisors approves the supplemental roll for the current year after all applications have been allowed or disallowed. The action of the Board approving the supplemental roll must be made of minute record. This supplemental roll becomes a part of the regular land roll and requires the same procedure to make it official. Any corrections to that supplemental roll must be in the Commission office no later than **September 15** of the year following the year in which the supplemental roll was made. Any changes to the roll must be recorded in the minutes of the Board of Supervisors.

5. Tax Commission charges

The Board of Supervisors responds to a Tax Commission charge by accepting or objecting to the charge. If the Board objects to a charge, a written statement of objection must be included. Three copies of the charge are sent to the Chancery Clerk. The white copy will become a county record. The blue copy should be mailed to the applicant. The pink copy should be returned to the Tax Commission with acceptance or objection indicated on the copy. The findings of the Tax Commission are final.

6. Additional taxes

The Board of Supervisors shall order the Tax Collector to collect any additional taxes due as a result of a homestead exemption disallowed by the Tax Commission after being allowed by the Board.

7. Employ necessary assistance

The Board of Supervisors may employ the Clerk of the Board of Supervisors to perform any of the duties they deem necessary.

D. TAX COMMISSION - §27-33-41

The Tax Commission has duties to perform in connection with homestead exemption.

1. Rules and regulations

The Tax Commission shall adopt rules to aid administration of the homestead exemption law.

2. Forms

The Tax Commission is to furnish and prescribe all forms and technical specifications needed in the administration of homestead exemption law.

3. Examination

The law requires the Tax Commission to examine all documents concerning homestead exemption. This duty must be performed in order to determine the eligibility of any property or any person claiming homestead exemption. It is also the duty of the Tax Commission to examine all tax loss claims made by any taxing unit. This duty must be performed to determine that claims are made within the requirements of the law.

4. Errors

The Tax Commission shall correct or have corrected any error found during the examination of a document. Notice to the taxing unit of the correction needed shall be given in writing.

5. Adjustments

The Tax Commission shall reject for reimbursement of tax loss any exemption allowed by the Board of Supervisors which does not conform to the statute or for which an application is not in the Tax Commission office. Notice of such adjustment shall be made to the Board as a charge in writing. The Board of Supervisors shall have the opportunity to object to any charge made by the Commission; but

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk (18355 : Discussion of County Office

27-33-41. Duties and powers of Department of Revenue; administration; reimbursement.

The administration of this article is hereby vested in the Department of Revenue, and it shall have the power and the authority necessary to secure compliance with its provisions uniformly throughou state. The department shall, in addition to its general duties of administration of the article, do the specific things set out in this section:

(a) It shall adopt and issue to tax assessors, clerks, boards of supervisors, and all other officers or offices to which this article applies, rules and regulations, not inconsistent with the provisions of the a affecting the applications and all proceedings, records, hearings and other pertinent subjects, relating to property for which a homestead exemption is claimed; and such rules and regulations shall be observed by such officers, boards and offices, in all respects, and in the performance of any and all duties imposed and powers granted by this article.

(b) It shall prescribe the form of and furnish suitable application forms, or blanks, for the purpose of carrying out the provisions of this article, and shall deliver to each assessor a sufficient number of blanks for the use of homeowners.

(c) It shall have authority and it shall be its duty to examine all applications for homestead exemption allowed under this article, to determine if the provisions of the article have been complied with b applicant, the tax assessor, the board of supervisors, the clerk, and all others, and if the exemptions have been lawfully allowed; and it shall reject for reimbursement of tax loss any exemption allowe board which does not conform to the requirements of law in every substantial particular or for which no application has been sent to the department as required in Section 27-33-35(a), and shall cor have corrected any errors; and the tax loss to be reimbursed shall be adjusted to accord with the findings of the department. When an application is rejected, notice thereof shall be given as provided by this section, and the acceptance or objection by the board shall be determined as provided by Section 27-33-37(k).

(d) It shall have authority to examine the assessment rolls, any account register, file, document, record or paper relating to receipts and disbursements of the taxing unit or any and all matters relatin homestead exemptions allowed and tax losses to be reimbursed. It shall also have the authority to examine any report or return received by the department to verify any claims made on homestead exemption applications.

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI

(e) It shall have the authority to summon and examine under oath any officer or other person with respect to any matter bearing upo exemption of a home or homes, and to do any and all other things necessary and proper to ascertain the facts with respect to any ap or claim for homestead exemption; and it may require the board to furnish any information or document necessary to the performar duties or the correct determination of any question before it to which the board is a party.

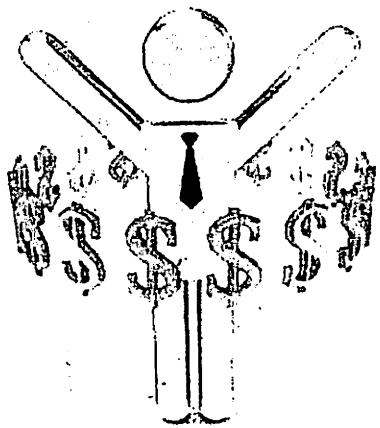
(f) The reimbursement for the annual tax loss to the taxing units shall be due and payable in two (2) installments; the first on March second on September 1 of each year. The clerk's certificate of tax loss when in accord with the supplemental roll and the application with the department shall constitute a request by the board for reimbursement of the tax loss. The department shall not pay any reimbursement for annual tax loss to any taxing unit to which Section 27-39-203(7) applies until after the taxing unit has complied w notice requirement of Section 27-39-203(7).

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

27-33-41. Duties and powers of Department of Revenue; administration; reimbursement. (cont.)

(g) It shall, on or before the first day of March each year, certify to the Department of Finance and Administration the amount of the first installment to be paid to each taxing unit in the state, which shall one-half (½) of the amount due, with adjustments, which is the amount of the first installment less any charges against the account and plus any credits by reason of previous charges which have been cancelled. However, if the copy of the county land roll, the supplemental roll and the clerk's certificate of tax loss have not been filed with and approved by the department by February 1, the departmen shall be allowed thirty (30) days after the filing of the rolls and the said certificate in which to perform the duties hereby imposed.

(h) It shall, on or before the first day of September each year, certify to the Department of Finance and Administration the amount of the second installment to be paid to each taxing unit in the state, which shall be the remainder of the amount due with adjustments, which is an amount equal to the first installment less any charges against the account and plus any credits by reason of previous charges which have been cancelled. Adjustments, either charges or credits, against the amount of tax loss to any taxing unit may be made at any time as provided in paragraph (j) of this section.



(i) In the event an adjustment in the amount of the tax loss has been determined by the department, it shall give notice, in writing, to the board of supervisors, which notice shall be considered by the board at its next meeting, regular, adjourned or special. If the board accepts the adjustment, it shall promptly so advise the department, using such form as may be prescribed and furnished by the department. If the board objects to the adjustment, it shall promptly so advise the department, using such forms as may be prescribed and furnished by the department, stating in detail the grounds for its objection and providing any supporting documentation for its objection. Upon receipt of the board's objection, the department will consider same and determine whether or not the objection is valid. All such matters between the board and the department on this objection may be concluded by correspondence, or by personal appearance of the board, or one or more of its members, the clerk, or the assessor, or by a representative of the department present at any meeting of the board. If upon consideration of the objection, the department determines that the application for homestead exemption should be allowed; it will reverse the adjustment resulting from the department's rejection of the application and advise the board of this reversal. If upon consideration of the objection, the department determines that it had properly rejected the application for homestead exemption; it shall advise the board that its objection has been denied by the department. Within thirty (30) days from the date of the notice from the department advising the board that its objection had been denied, the board can appeal this denial of the objection by the department to the Board of Tax Appeals. At any hearing on the appeal by the board to the Board of Tax Appeals on the department's denial of the board's objection to the department's rejection of an application for homestead exemption, the decision of the department to reject the homestead exemption application shall be prima facie correct.

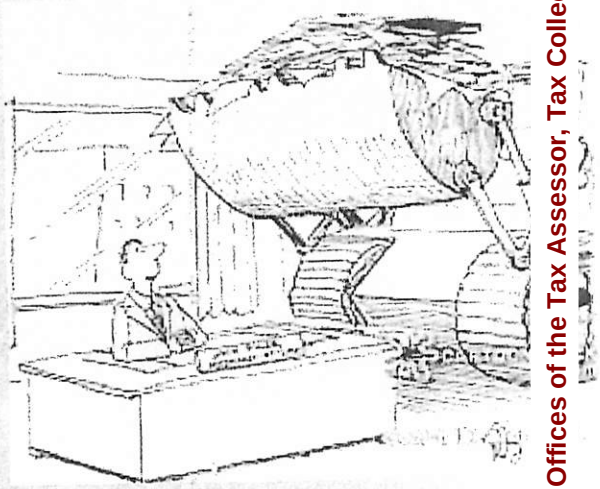
(j) It shall be the duty of the department and it shall have authority to charge the account of any taxing unit with amounts of homestead exemption tax loss claimed by the taxing unit in the certificate of loss and the supplemental roll and to deduct the amount from subsequent installments, either first or second. Such charges shall be made when homestead exemption applications are rejected, in whol in part, for reimbursement of tax loss or when errors are discovered in the supplemental roll or clerk's certificate of tax loss.

(k) The authority of the department to reject an application for reimbursement of tax loss shall not be exercised later than one (1) year after the first day of January of the year next following that in wh the application was filed by the applicant; but this limitation shall not apply in cases of fraud, nor where the same person was granted exemption on two (2) separate homes. Notice of adjustments in tax loss payments and notice of applications rejected shall be given by mail, addressed to the clerk of the board, and the notice directed to th president of the board of superv of the county. The date of mailing shall be the date of the notice.

Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

27-33-41. Duties and powers of Department of Revenue; administration; reimbursement. (cont.)

(l) The department shall file and preserve full, complete and accurate records of all tax loss payments and adjustments in tax loss payments made under the provisions of this article, including the certificates of tax loss for a period of three (3) years from the date thereof. The department shall file and preserve for a period of three (3) years all applications for homestead exemption filed with it and copies of all supplemental rolls, counting from the first day of January of the year in which they are required to be executed or made. All records enumerated may be destroyed by the department, when kept for the time required. All other documents, records, papers and correspondence may be destroyed in accordance with approved record retention schedules.



(m) The department shall, on or before June 1 of any year, pay the second installment, or a part thereof, to any school taxing unit upon submission to the department of proof, in the form of a certificate of necessity, executed by the county superintendent of education for the county general school fund, or for a county school district fund, and by the city superintendent of schools for a municipal separate school district, that there is not sufficient money in the maintenance fund of the taxing unit to pay the salaries of teachers and school bus drivers for the current school term. Such payment shall be made as provided in paragraph (h) of this section.

(n) The county tax collectors shall enter, or cause to be entered, all transactions regarding the titling or registration of vehicles into the statewide telecommunications system in compliance with the provisions of Section 63-21-18. Failure of any tax collector to comply with the provisions of this paragraph shall subject the county to the withholding of reimbursements of homestead exemption tax loss as provided under Section 63-21-18.

History

Codes, 1942, § 9734; Laws, 1940, ch. 127; Laws, 1942, ch. 130; Laws, 1946, ch. 261, § 20; Laws, 1975, ch. 457, § 8; Laws, 1984, ch. 453, § 16; Laws, 1990, ch. 415, § 2; Laws, 1991, ch. 602, § 7; Laws, 2009, ch. 492, § 67; Laws, 2014, ch. 449, § 2, eff from and after July 1, 2014.

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

Jennifer Williams 601-923-7631

Property Tax - Land Roll Statutes

Jul 1	§27-35-81 (1)	The assessor shall complete the assessment of both real and personal property and file the roll or rolls with the clerk of the board of supervisors on or before the first Monday in July of each year	Form 60-911, Assessor Recap Form 60-906, Assessor's Affidavit (Personal) Form 60-907, Assessor's Affidavit (Real)
July 1	§27-35-81(2)	If the roll or rolls are not filed as required by this section on or before the first Monday in July of each year, the board of supervisors at its July meeting shall adopt an order showing the failure of the roll or rolls to be filed and shall certify to the Department of Revenue a statement showing such failure and the time necessary to complete the roll or rolls.	30 Day Extension 60 Day Extension
July 23rd	§27-35-83	The board of supervisors shall immediately at the July meeting proceed to equalize such rolls and shall complete such equalization at least ten (10) days before the August meeting, and shall immediately by newspaper publication notify the public that such rolls so equalized are ready for inspection and examination.	Form 60-600, July Board Order
1st Monday in August	§27-35-89	Deadline for filing appeals on property	
3rd Monday in August		Finalize appeals/assessment changes; Prepare Board recap prior to last Monday	Form 60-001, August Board Orde
	§27-35-127	The Assessor shall receive no salary after August meeting of the Board of Supervisors until his/her rolls have been approved by MDOR.	
	§27-35-143	Board approves final charges.	

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

Property Tax - Land Roll Statutes

10 days after adjournment of August meeting (or meeting during the objection process)	§27-35-111	Within ten (10) days after the adjournment of the term at which objections of taxpayers to the roll are heard generally in each year, the board of supervisors shall transmit directly to the state tax commission two (2) copies of the recapitulation of their assessment, as equalized on forms to be prescribed by the state tax commission.	Form 60-911 , Board Recapitul n
30 days later	§27-35-113	MDOR has 30 days to complete audit (must have at least 3 Board of Supervisors members' signatures)	
Before September 15th	§27-39-317	Board must set millage rates	
Before October 1st	§27-39-329(2)(b)	The DOR, prior to October 1 of each year, shall notify each county whether or not it is certified as being in compliance with the requirements to expend the one (1) mill levy.	
October 1st	§27-39-329	Application for Certification due; Form 60-990, Clerk Cert of Personal Form 60-912, Clerk Cert of Real Form 60-908, Assessed Valuation of automobiles/mobile homes	
Land Roll	§27-35-123	When the roll is finally completed by the board of supervisors, he shall transmit one (1) copy of each roll to the Department of Revenue within thirty (30) days after the final approval of the rolls by the board.	
Order Approving Roll		All documents and land roll have been received and DOR closes the Land Roll for that year.	Form 60-939 DOR Oder Appı ng Roli Assessment Rolls

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

Checklist of Annual

All forms are on our website.

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY

Yearly Checklist

Roll Year 2018

County

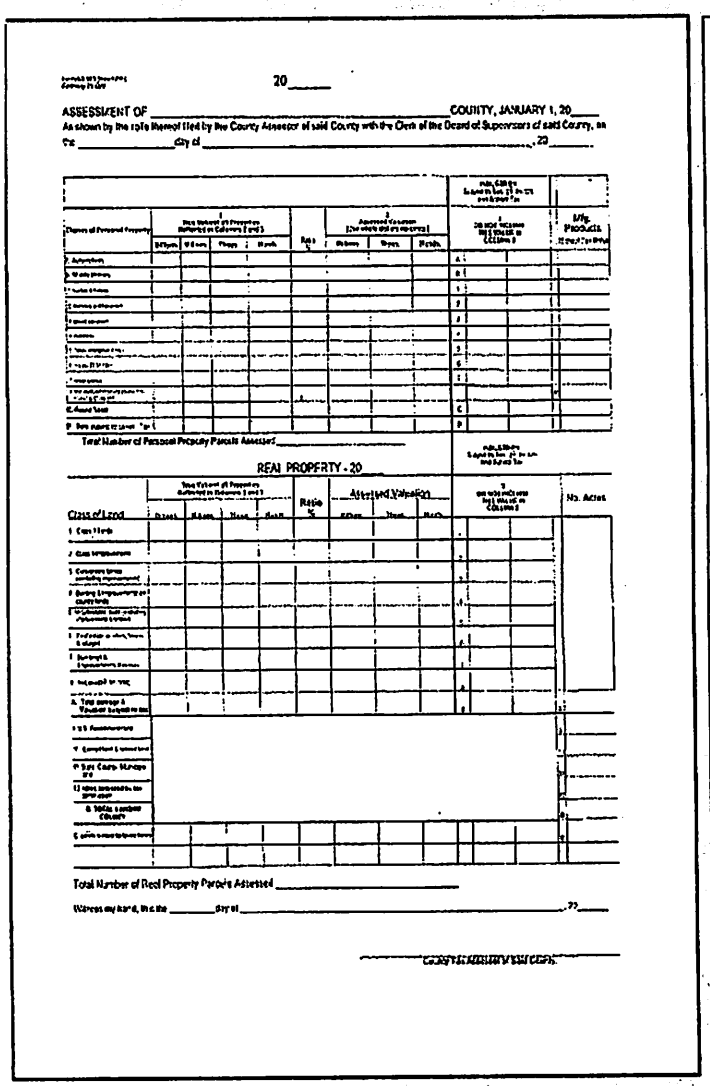
- ☐ Millage Order (2 copies required)
- ☐ 60-911 Assessor's Recap
- ☐ 60-700 Board Recap (2 copies required)
- ☐ 60-906 Assessor's Affidavit to the Personal Roll (White)
- ☐ 60-907 Assessor's Affidavit to the Real Roll (Blue)
- ☐ 60-600 July Board Order (Yellow)
- ☐ 60-001 August Board Order (Pink)
- ☐ 60-990 Clerk's Certificate to Personal Roll (Buff)
- ☐ 60-912 Clerk's Certificate to Real Roll (Buff)
- ☐ 60-908 Assessed Valuation of Automobiles, Mobile Homes (White)
- ☐ 60-939 Commission Order Approving Rolls
- ☐ One MI Application not received
- ☐ One MI Approval
- ☐ Land Roll not received

Please provide one copy of each form to our office unless specifically stated above.

P. O. Box 1033 Jackson, MS 39215 janellje.williams@dor.ms.gov Phone: 601.923.7400 FAX: 601.923

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

FORM 60-911 – Assessor's Recap



20_____

ASSESSMENT OF _____ COUNTY, JANUARY 1, 20____

As shown by the rolls thereof filed by the County Assessor of said County with the Clerk of the Board of Supervisors of said County, on the _____ day of _____, 20_____.

Classes of Personal Property	Assessed Value	Rate %	Assessed Value	Mfg. Products
	Dollars Cents		Dollars Cents	
1 Automobiles				
2 Trucks				
3 Trailers				
4 Motorcycles				
5 Boats				
6 Aircraft				
7 Mobile Homes				
8 Other				
9 Total				

Total Number of Personal Property Parcels Assessed _____

REAL PROPERTY - 20____

Class of Land	Assessed Value	Rate %	Assessed Value	No. Acres
	Dollars Cents		Dollars Cents	
1 Cap Lands				
2 Cap Improvements				
3 Conservation Lands				
4 Conservation Improvements				
5 Historic Sites				
6 Historic Improvements				
7 Preferential Agricultural				
8 Preferential Agricultural Improvements				
9 Preferential Timber				
10 Preferential Timber Improvements				
11 Total Assessments				
12 Exemptions				
13 Net Cash Value				
14 Less Homestead				
15 Total Assessed County				
16 Less Assessed Value				

Total Number of Real Property Parcels Assessed _____

Witness my hand, this the _____ day of _____, 20_____.

_____
County Assessor

FORM 60-906 – Assessor's Affidavit to the Personal Roll

20____
ASSESSOR'S AFFIDAVIT
TO THE
PERSONAL ROLL

STATE OF MISSISSIPPI

_____ COUNTY.

Personally appeared before me _____

Chancery Clerk of Said County. _____

Tax Assessor of said County, who presented his personal roll for the year 20___ containing assessments as of January 1, 20___ and who being duly sworn deposes and state that he faithfully endeavored to ascertain and assess all the persons and property in his county; that he has not omitted any person or thing, or placed upon, or accepted an undervaluation of any property through fear, favor or partiality, and that he has required every taxpayer to make the oath required to be taken by the person rendering a list of his taxable property wherever possible; that he has administered the oath required in every case, where it was in power to do so, and called attention to its provisions; and that he has filed with the clerk of the Board of Supervisors, under oath, a list showing the name of every taxpayer who has failed or refused to make oath on his tax list.

_____
Tax Assessor

Sworn to and subscribed before me, this that _____ day of _____ A.D., 20 _____

_____
Chancery Clerk

By _____
Deputy Chancery Clerk

Must bear clerk's seal

Clerk's Certificate of Filing

I, _____ Chancery Clerk of said county, do hereby certify that the personal assessment roll of said county was filed in my office, this _____ day of _____, A.D., 20___

_____
Chancery Clerk

By _____
Deputy Chancery Clerk

Real Recapitulation Appears on Page _____

Filed with the Department of Revenue, this _____ day of _____, A.D., 20___

By _____
Department of Revenue

FORM 60-907 – Assessor's Affidavit to th Roll

20____
ASSESSOR'S AFFIDAVIT
TO THE
LAND ROLL

STATE OF MISSISSIPPI

_____ COUNTY.

Personally appeared before me _____

Chancery Clerk of Said County. _____

Tax Assessor of said County, who presented his real roll for the year 20___ containing assessments as of January 1, 2[illegible] being duly sworn deposes and state that he faithfully endeavored to ascertain and assess all the persons and property that he has not omitted any person or thing, or placed upon, or accepted an undervaluation of any property through partiality, and that he has required every taxpayer to make the oath required to be taken by the person rendering a l property wherever possible; that he has administered the oath required in every case, where it was in power to do s attention to its provisions; and that he has filed with the clerk of the Board of Supervisors, under oath, a list showing every taxpayer who has failed or refused to make oath on his tax list.

_____
Tax Assessor

Sworn to and subscribed before me, this that _____ day of _____ A.D., 20 ___

_____
Chancery Clerk

By _____
Deputy Chancery C

Must bear clerk's seal

Clerk's Certificate of Filing

I, _____ Chancery Clerk of said county, do hereby certify th

assessment roll of said county was filed in my office, this _____ day of _____

_____
Chancery Clerk

By _____
Deputy Chancery

Real Recapitulation Appears on Page _____

Filed with the Department of Revenue, this _____ day of _____

By _____
Department of Re

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

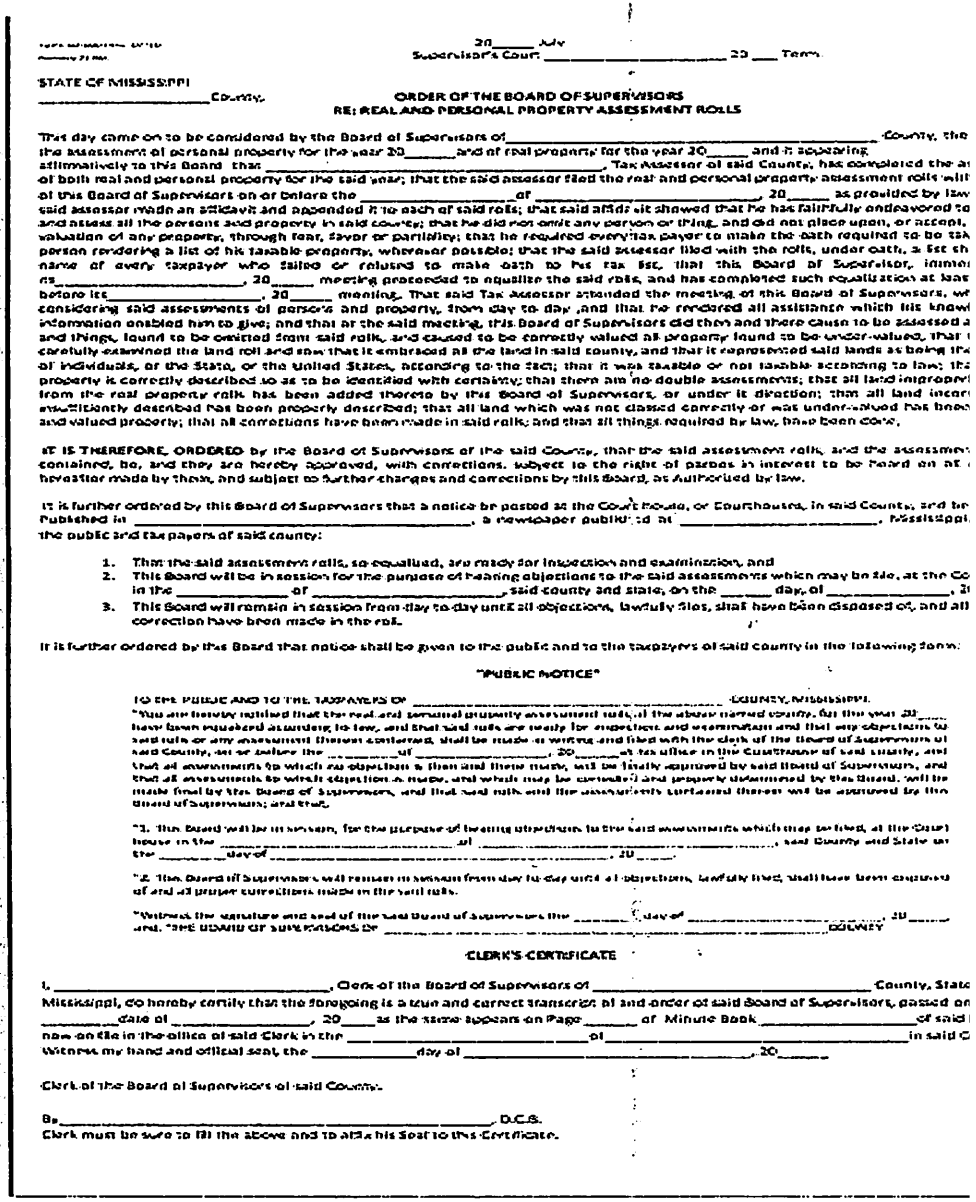
FORM 60-600 – July Board Order

MCA §27-35-83

Due date – July 23rd (est.)

Formally acknowledges Assessor's completion of the tax rolls and opens tax rolls to the public for inspection.

Any appeal must be filed by the 1st Monday in August.



_____ 20_____ July
Supervisor's Court: _____ 20 ___ Term

STATE OF MISSISSIPPI
_____ County.

ORDER OF THE BOARD OF SUPERVISORS
RE: REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS

This day came on to be considered by the Board of Supervisors of _____ County, the
the assessment of personal property for the year 20_____ and of real property for the year 20_____ and it appearing
affirmatively to this Board that _____ Tax Assessor of said County, has completed the a
of both real and personal property for the said year; that the said assessor filed the real and personal property assessment rolls with
of this Board of Supervisors on or before the _____ of _____, 20_____ as provided by law
said assessor made an affidavit and appended it to each of said rolls; that said affidavit showed that he has faithfully endeavored to
and assess all the persons and property in said county; that he did not omit any person or thing, and did not place upon, or account,
valuation of any property, through fear, favor or partiality; that he required every tax payer to make the oath required to be tak
person rendering a list of his taxable property, wherever possible; that the said assessor filed with the rolls, under oath, a list sh
name of every taxpayer who failed or refusing to make oath to his tax list, that this Board of Supervisor, immed
as _____, 20_____ meeting proceeded to equalize the said rolls, and has completed such equalization at last
before its _____, 20_____ meeting. That said Tax Assessor attended the meeting of this Board of Supervisors, w
considering said assessments of persons and property, from day to day ,and that he rendered all assistance which his knowl
information enabled him to give; and that at the said meeting, this Board of Supervisors did then and there cause to be assessed a
and things, found to be omitted from said rolls, and caused to be correctly valued all property found to be under-valued, that
carefully examined the land roll and now that it embraced all the land in said county, and that it represented said lands as being the
of individuals, of the State, or the United States, according to the fact; that it was taxable or not taxable according to law; tha
property is correctly described so as to be identified with certainty; that there are no double assessments; that all land improperl
from the real property rolls has been added thereto by this Board of Supervisors, or under it direction; that all land incorr
insufficiently described has been properly described; that all land which was not classed correctly or was under-valued has been
and valued properly; that all corrections have been made in said rolls; and that all things required by law, have been done,

IT IS THEREFORE, ORDERED by the Board of Supervisors of the said County, that the said assessment rolls, and the assessme
contained, be, and they are hereby approved, with corrections, subject to the right of parties in interest to be heard on at
hereafter made by them, and subject to further changes and corrections by this Board, as Authorized by law.

It is further ordered by this Board of Supervisors that a notice be posted at the Court House, or Courthouses, in said County, and be
Published in _____, a newspaper published at _____, Mississippi
the public and the papers of said county:

1. That the said assessment rolls, so equalized, are ready for inspection and examination, and
2. This Board will be in session for the purpose of hearing objections to the said assessments which may be filed, at the Co
in the _____ of _____, said county and state, on the _____ day, of _____,
3. This Board will remain in session from day to day until all objections, lawfully filed, shall have been disposed of, and all
correction have been made in the roll.

It is further ordered by the Board that notice shall be given to the public and to the taxpayers of said county in the following form:

"PUBLIC NOTICE"

TO THE PUBLIC AND TO THE TAXPAYERS OF _____ COUNTY, MISSISSIPPI.

"You are hereby notified that the real and personal property assessment rolls of the above named county, for the year 20____
have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to
said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of
said County, at or before the _____ of _____, 20_____, at his office in the Courthouse of said county, and
that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and
that all assessments to which objection is made, and which may be corrected and properly determined by the Board, will be
made final by the Board of Supervisors, and that said rolls and the assessments contained therein will be approved by the
Board of Supervisors; and that,

"1. The Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the Court
house in the _____ of _____, said County and State on
the _____ day of _____, 20_____.

"2. The Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed
of and all proper corrections made in the said rolls.

"Witness the signature and seal of the said Board of Supervisors this _____ day of _____, 20_____
and, "THE BOARD OF SUPERVISORS OF _____ COUNTY

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Supervisors of _____ County, State
Mississippi, do hereby certify that the foregoing is a true and correct transcript of and order of said Board of Supervisors, passed on
_____ date of _____, 20_____ as the same appears on Page _____ of Minute Book _____ of said
now on file in the office of said Clerk in the _____ of _____ in said C
Witness my hand and official seat, the _____ day of _____, 20_____

Clerk of the Board of Supervisors of said County.

By _____, D.C.S.
Clerk must be sure to fill the above and to affix his Seal to this Certificate.

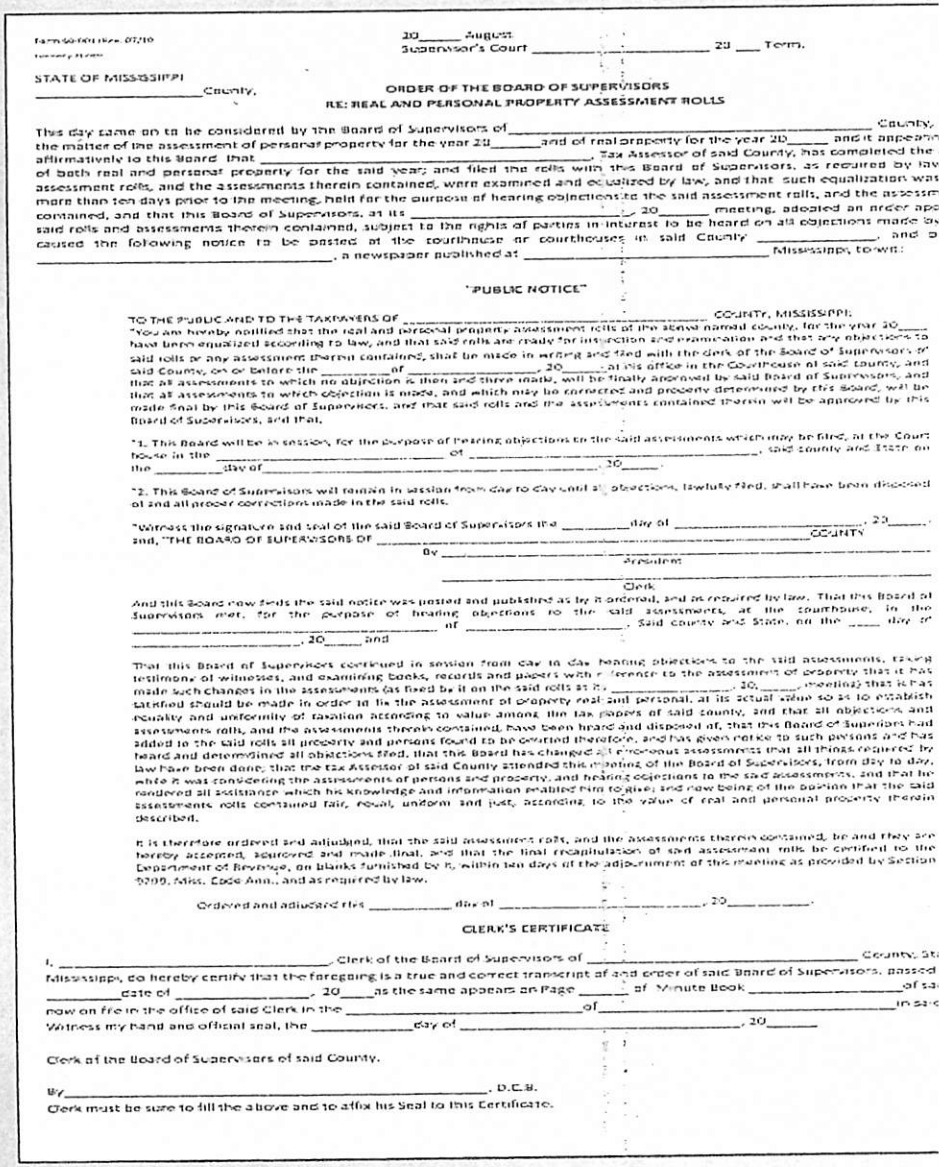
Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

FORM 60-601 – August Board Order

MCA §27-35-89

Due – Last Monday in August (statutory)

Board must hear and finalize any appeals/assessment changes



Form 60-601 (Rev. 07/10)

20_____ August
Supervisor's Court _____ 20 ___ Term.

STATE OF MISSISSIPPI
_____County,

ORDER OF THE BOARD OF SUPERVISORS
RE: REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS

This day came on to be considered by the Board of Supervisors of _____ County, the matter of the assessment of personal property for the year 20_____ and of real property for the year 20_____ and it appearing affirmatively to this Board that _____, Tax Assessor of said County, has completed the of both real and personal property for the said year; and filed the rolls with this Board of Supervisors, as required by law assessment rolls, and the assessments therein contained, were examined and equalized by law, and that such equalization was more than ten days prior to the meeting, held for the purpose of hearing objections to the said assessment rolls, and the assessm contained, and that this Board of Supervisors, at its _____, 20_____ meeting, adopted an order app said rolls and assessments therein contained, subject to the rights of parties in interest to be heard on all objections made to caused the following notice to be posted at the courthouse or courthouses in said County _____, and p _____, a newspaper published at _____ Mississippi, to-wit:

"PUBLIC NOTICE"

TO THE PUBLIC AND TO THE TAXPAYERS OF _____ COUNTY, MISSISSIPPI:
"You are hereby notified that the real and personal property assessment rolls of the above named county, for the year 20____ have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the _____ of _____, 20_____, at his office in the Courthouse of said County; and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors, and that,

"1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the Court house in the _____ of _____, said County and State on the _____ day of _____, 20_____.

"2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

"Witness the signature and seal of the said Board of Supervisors this _____ day of _____, 20____, and, "THE BOARD OF SUPERVISORS OF _____ COUNTY

By _____
President

_____
Clerk

And this Board now finds the said notice was posted and published as by it ordered, and as required by law. That this Board of Supervisors met, for the purpose of hearing objections to the said assessments, at the courthouse, in the _____ of _____, said county and State, on the _____ day of _____, 20_____ and

That this Board of Supervisors continued in session from day to day hearing objections to the said assessments, taking testimony of witnesses, and examining books, records and papers with reference to the assessment of property that it has made such changes in the assessments as fixed by it on the said rolls as it, _____, 20_____, meeting) that it has satisfied should be made in order to fix the assessment of property real and personal, at its actual value so as to establish equality and uniformity of taxation according to value among the tax payers of said county, and that all objections and assessments rolls, and the assessments therein contained, have been heard and disposed of, that this Board of Supervisors has added to the said rolls all property and persons found to be omitted therefrom, and has given notice to such persons and has heard and determined all objections filed, that this Board has changed all erroneous assessments that all things required by law have been done; that the tax Assessor of said County attended this meeting of the Board of Supervisors, from day to day, while it was considering the assessments of persons and property, and hearing objections to the said assessments, and that he rendered all assistance which his knowledge and information enabled him to give; and now being of the opinion that the said assessments rolls contained fair, equal, uniform and just, according to the value of real and personal property therein described.

It is therefore ordered and adjudged, that the said assessment rolls, and the assessments therein contained, be and they are hereby accepted, approved and made final, and that the final recapitulation of said assessment rolls be certified to the Department of Revenue, on blanks furnished by it, within ten days of the adjournment of this meeting as provided by Section 9209, Miss. Code Ann., and as required by law.

Ordered and adjudged this _____ day of _____, 20_____.

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Supervisors of _____ County, St Mississippi, do hereby certify that the foregoing is a true and correct transcript of and order of said Board of Supervisors, passed _____ date of _____, 20_____ as the same appears on Page _____ of Minute Book _____ of sa now on file in the office of said Clerk in the _____ of _____ in sa Witness my hand and official seal, the _____ day of _____, 20_____

Clerk of the Board of Supervisors of said County.

By _____, D.C.B.
Clerk must be sure to fill the above and to affix his Seal to this Certificate.

Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

Application for Certification

APPLICATION FOR CERTIFICATION

of Adams County for the fiscal year of 2015-2016 for authority to expend the one (1) mill according to Section 27-39-329(2) (b) Miss. Code Ann., as amended.

I. Lien date for property rolls January 1, 2016 date.

II. Method of maintaining mapping:

A. A contract was let with _____ in accordance with Department of Revenue's rules, regulations and guidelines which requires that all recorded deeds be mapped, and all necessary corrections and adjustments be made according to the Department of Revenue's manuals, guidelines and regulations. (Copy of contract attached.)

OR

B. A plan to maintain mapping in-house has been devised in accordance with the law and the Department of Revenue's rules, regulations and guidelines and the following named county employees have the necessary knowledge and expertise to perform the required maintenance. (Copy of plan attached.)

_____

_____

_____

III. Method of maintaining the real property appraisals:

A. A contract was let with _____ in accordance with the Department of Revenue's rules, regulations and guidelines which requires that all real property has been viewed and any change to real property has been made on the property record cards and new values calculated to reflect true value of the tax roll. (Copy of contract attached.)

OR

B. A plan to maintain the appraisal in-house has been devised in accordance with the law and the Department of Revenue's rules, regulations and guidelines and the following named county employees have the necessary knowledge and expertise to make the changes on the property record cards as they are found in the field and to calculate new values on the tax roll. (Copy of plan attached.)

_____

_____

C. Roll year 1998, or year set by Department of Revenue served as the benchmark year for a four-year update cycle of the real property in each county according to Section 27-35-113 Miss. Code Ann. and Department of Revenue Rule 6. The above named county has updated the real property during Roll Year _____ and under the requirements of Section 27-35-113 Miss. Code Ann. and Department of Revenue Rule 6 will be required to update again on or before Roll Year _____.

IV. Maintenance of business personal property:

A. A contract was let with _____ in accordance with the Department of Revenue's rules, regulations and guidelines for the maintenance of all the appraisals of business personal property. (Copy of contract attached.)

OR

B. A plan to maintain the appraisal in-house has been devised in accordance with the law and the Department of Revenue's rules, regulations and guidelines. The following named county employees have the knowledge and expertise to keep the personal property roll up-to-date. (Copy of plan attached.)

_____

_____

V. Certified appraiser according to Section 27-35-52 Miss. Code Ann.

A. "Counties having not more than five thousand (5,000) applicants for homestead exemption shall have at least one (1) certified appraiser."

B. "Counties having more than five thousand (5,000) applicants for homestead exemption shall have at least two (2) certified appraisers."

Give the number of homestead applicants for this year: _____

A. (1) Certified Appraiser required _____

B. (2) Certified Appraisers required _____

_____

_____

STATE OF MISSISSIPPI

COUNTY OF __Adams__

_____, being first duly sworn deposes and says that he/she is the President of the _____ County Board of Supervisors and that the Board of $0.000000 of _____ County shall adopt the property values reflected by the appraisal completed as of the lien date in accordance with Section 27-35-50(2)(3) Miss. Code Ann.

_____ _____

Assessor President of Board

Sworn and subscribed before me this _____ day of _____, 20____.

_____

_____

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF _Adams_

I, _Butch Lewis, Chancery Clerk in and for said county and state aforesaid, hereby certify that the within and foregoing has been recorded in Book _____, Page _____ of the Supervisor's Minute Records on file in the office of said Clerk.

Given under my hand and official seal of office this the _____ day of _____, 20____.

_____

Chancery Clerk

(SEAL)

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

FORM 60-700 – Board Recap

Front = Recapitulation of Assessments of Real and Personal Property

Back = Certificate of Board of Supervisors

Formerly 71-025

20__

RECAPITULATION OF ASSESSMENTS OF REAL AND PERSONAL PROPERTY OF

_____ COUNTY, STATE OF MISSISSIPPI

as of the first day of January, 20_____ as shown by the Rolls therefore, made by the assessor of said County; equalized by the Board of Supervisors of said County at its

_____, 20_____ meeting; and further equalized and corrected, fixed, revised

and perfected, by said Board at its _____, 20____ meeting, after considering all objections made thereto; (said rolls being on file in the office of the Clerk of

said Board in the City of _____ in said County), to-wit:

CLASSES OF PERSONAL PROPERTY	1 True Value of all Properties Referred to Columns 2 and 3				Ratio %	2 Assessed Valuation (Use whole dollars no cents)				3 DO NOT INCLUDE THIS VALUE IN COLUMN 2				Mfg. Products Ordered Tax Only
	Billions	Millions	Thous.	Hundr.		Millions	Thous.	Hundr.		Billions	Millions	Thous.	Hundr.	
A. Assessed by Co.									A					
B. Multi-County									B					
1. Inventory & Furnit.									1					
2. Machinery & Equipment									2					
3. Leased Equipment									3					
4. Aircraft									4					
5. Boats (Recreational Only)									5					
6. Inventory 27-31-105									6					
7. Miscellaneous									7					
8. Manufactured Products (Subject to 27-31-105 & 27-51-229)														8
C. Grand Total									C					
D. Total Personal Value Less Tax									D					

Total Number of Personal Property Parcels Assessed _____

REAL PROPERTY - 20 _____

Class of Land	1 True Value of all Properties Referred to Columns 2 and 3				Ratio %	2 Assessed Valuation				3 DO NOT INCLUDE THIS VALUE IN COLUMN 2				No. Acres
	Billions	Millions	Thous.	Hundr.		Millions	Thous.	Hundr.		Billions	Millions	Thous.	Hundr.	
1. Class I Land									1					
2. Class I Improvements									2					
3. Cultivated Lands Assessed at Class I Value									3					
4. Pasture & Improvements on Class I Lands									4					
5. Orchard & Land Assessed at Class I Value									5					
6. Timberland & Improvements Assessed at Class I Value									6					
7. Class II Land & Improvements Thereon									7					
8. 16 Section 27-31-105									8					
A. Total Acres & Valuation subject to Tax									A					A
9. U.S. Government Land														9
10. Lease Land & Improved														10
11. Misc. Farm, Unimproved Land														11
12. Acres Land Not Assessed														12
B. TOTAL LAND INVENTORY														B
C. Lands subject to Sect 6 tax														C

Total Number of Real Property Parcels Assessed _____

CERTIFICATE OF BOARD OF SUPERVISORS

To the Department of Revenue of the State of Mississippi:

In compliance with the requirements of Section 27-35-111, Miss. Code Ann., we the undersigned, constituting the Board of Supervisors of _____ County, State of Mississippi, do hereby certify: that this day carefully compared the recapitulations appearing on the reverse side hereof with the assessment rolls of real and personal property; and revised by said Board at its _____, 20____ meeting; that said recapitulations are in all things complete, and are hereby transmitted in good faith to comply with the requirements of said section.

Witness our signatures, this the _____ day of _____, 20_____.

THE BOARD OF SUPERVISORS OF SAID COUNTY

By _____
President and Member from District No. _____

By _____
Member from District No. _____

By _____
Member from District No. _____

By _____
Member from District No. _____

CERTIFICATE OF CHANCERY CLERK

STATE OF MISSISSIPPI
County of _____

I, the undersigned, Clerk of the Chancery Court of _____ County, State of A and *Ex-Officio* Clerk of the Board of Supervisors of said County do hereby certify:

That I have carefully verified the footings of the pages and recapitulations of the rolls of assessments of the real and personal property of sa as of the first day of January, 20_____, and have carefully compiled the foregoing statements appearing on the reverse side hereof statements are true, correct and complete statements of the final totals of the quantities of said rolls, as finally equalized, fixed, corrected, re perfected by the said Board of Supervisors at the _____, 20____ meeting and statements are in all things true, correct and complete recapitulations of said rolls; and I do herby further certify that the foregoing are the of the members of the said Board of Supervisors.

Witness my hand and seal of office, this the _____ day of _____, 20_____

_____
Clerk, Board of Supervisors

(SEAL)

-Do not write below this line-

ORDER OF THE DEPARTMENT OF REVENUE

It appears to the satisfaction of the Department of Revenue of the State of Mississippi, after visiting the said county of this State, conferring with th thereof and studying the values of the various classes of properties therein, the economic conditions thereof and the methods employed by the As Supervisors in making and equalizing the assessments, thereof, and after making a careful examination of the recapitulation of the assessment r and Personal Property of _____ County for the tax year 20____, as sh foregoing statement appearing on the reverse side hereof) that they are reasonably equal and uniform with the assessments of the other counties as approved or as changed by the orders of the Department of Revenue.

IT IS THEREFORE ORDERED, that said assessment rolls and the assessments therein contained by and are hereby approved, and the Board of of said County are hereby directed to have copies of said rolls made and certified to the Tax Collector and to the Department of Revenue in accor the requirements of Section 27-35-121, Miss. Code Ann., and it is further ordered that the Commissioner of Revenue be and he is hereby directed copy of this order to the President of the Board of Supervisors of said County.

Ordered and adjudged, this the _____ day of _____, 20_____.

CERTIFICATE OF THE DEPARTMENT OF REVENUE

As Commissioner of Revenue of the State of Mississippi, I do hereby certify that the above and foregoing is a true and correct copy of an o Department of Revenue adopted on the date therein stated, and as shown in the Minutes of the said Department of Revenue.

Witness my signature this the _____ day of _____, 20_____.

_____
Commissioner of Revenue

Order not valid without signature of the Commissioner of Revenue

Attachment: Job Responsibilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

ORM 60-990 – Clerk's Certificate of Copy of the Personal Roll

20___

CLERK'S CERTIFICATE OF COPY OF THE PERSONAL ROLL

The State of Mississippi, _____ County, City of _____, Office of the Clerk of the Board of Supervisors of said County:

I, _____, the Clerk of the Board of Supervisors of said County do hereby certify:

1)That the foregoing pages contain a fair and correct copy of the assessment roll of persons and personal property of said county as of the first day of January, 20 ____ now on file in said office as finally fixed by said Board. 2) That I have carefully made all of the footings and other calculations of said roll. 3) That said footings and other calculations are, in all things true, correct, and complete. 4) That the following are the true, correct and complete totals of said roll, in its entirety appearing in the final Recapitulation on Page _____ to-wit:

Personal Property 20 ____

Personal Property	1 True Value of all Properties Reflected in Columns 2 and 3				Ratio	2 Assessed Valuation (Use whole dollars no cents)			3 EXCLUSIONS Subject to Sec 27-35-325and School Tax DO NOT INCLUDE THIS VALUE IN			Mfg. Products (School Tax Only)
	Billions	Millions	Thousands	Hundreds	%	Millions	Thousands	Hundreds				
A. Automobiles									A.			
B. Motor Homes									B.			
1. Furniture & Fixtures									1.			
2. Machinery & Equipment									2.			
3. Leased Equipment									3.			
4. Inventories									4.			
5. Farm Implements Only									5.			
6. Sec 27-31-104									6.			
7. Miscellaneous									7.			
8. Manufactured Products (Subject to 27-31-7 & 57-10-25)												E.
C. Grand Total									C.			
D. Total Subject to Levy									D.			

Total Number of Personal Property Parcels Assessed_____

Witness my hand and seal of said office, this _____ day of _____, 20_____.

_____, Clerk

By _____, Deputy Clerk

(TO THE CLERK: This certificate should be accurately, fully and properly filled in and signed. Seal should be affixed. It should then be pasted on the inside of the back cover of the copy of the roll.)

FORM 60-912 – Clerk's Certificate of Copy of the Land Roll

20____

CLERK'S CERTIFICATE OF COPY OF THE Land ROLL

The State of Mississippi, _____ County, City of _____, Office of the Clerk of the Board of Supervisors of said County:

I, _____, the Clerk of the Board of Supervisors of said County do hereby certify:

1)That the foregoing pages contain a fair and correct copy of the assessment roll of real property of said county as of the first day of January, 20 ____ now on file in said office as finally fixed by said Board. 2) That I have carefully made all of the footings and other calculations of said roll. 3) That said footings and other calculations are, in all things true, correct, and complete. 4) That the following are the true, correct and complete totals of said roll, in its entirety appearing in the final Recapitulation on Page _____ to-wit:

Real Property 20 ____

Personal Property	1 True Value of all Properties Reflected in Columns 2 and 3				Ratio	2 Assessed Valuation (Use whole dollars no cents)			3 EXCLUSIONS Subject to Sec 27-35-325and School Tax DO NOT INCLUDE THIS VALUE IN			No Acres
	Billions	Millions	Thousands	Hundreds	%	Millions	Thousands	Hundreds				
1. Class I acres									1.			
2. Class I improvements									2.			
3. Cultivatable lands (exclusive improvements)									3.			
4. Building & improvements on Class I lands									4.			
5. Uncultivatable lands (exclusive improvements & timber)									5.			
6. Real estate in cities, towns & villages									6.			
7. Buildings & improvements thereon									7.			
8. Sec 27-31-104									8.			
A. Total acreage & valuation subject to tax									A.			
9. U.S. Government Lands												
10. Exempt land & school land									A.		A.	
11. State, County, Municipal Land											B.	
12. Acres assessed by Dept of Revenue											10.	
B. Total land assessed											11.	
C. Lands subject to taxation											12.	

Total Number of Personal Property Parcels Assessed _____

Witness my hand and seal of said office, this _____ day of _____, 20_____.

_____, Clerk

By _____, Deputy Clerk

(TO THE CLERK: This certificate should be accurately, fully and properly filled in and signed. Seal should be affixed. It should then be pasted on the inside of the back cover of the copy of the roll.)

FORM 60-908 – Assessed Valuation of automobiles/mobile homes

Form 60-908 (Rev. 6/07)
Formdy 71-011

ASSESSED VALUATION OF MOTOR VEHICLES AND MOBILE HOME

	MOTOR VEHICLE VALUES	MOBILE HOME VALUES
County Total	_____	_____
School Districts:		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total School Districts:	_____	_____
Road Districts:		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Road Districts:	_____	_____

WITNESS my hand and seal of said office, this the _____ day of _____, 20_____.

_____, Clerk

(To the Clerk: This certificate should be accurately, fully and properly filled in and signed. Seal should be affixed. It should then be placed in the Tax Commission's copy of the personal roll.)

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX

October 30, 2018

TO: Chancery Clerks

Enclosed is a check list of forms that should have been submitted to our office with your recaps/land rolls. In a review of this year's (2018) files, I have checked the forms that are missing for your county. Please mail these forms at your earliest convenience to the following address:

MS Department Of Revenue
Office of Property Tax
P O Box 1033
Jackson, MS 39215
Attn: Jennifer Williams

If there is any assistance that this office can render you, or any information we can furnish, do not hesitate to call us.

Sincerely,

Jennifer Williams
Office of Property Tax

Enclosures

P. O. Box 1033 Jackson, MS 39215 jennifer.williams@dor.ms.gov Phone: 601.923.7500 FAX: 601.923.7537

Yearly File Checklist

Roll Year _____

County_____

_____ Sent Application for Certification (Send out before Sept 1)

_____ Application for Certification (Due on or before Sept 30) (need to have before Board Recap is sent in)

_____ Approval Letter

_____ Denial Letter

Explanation: _____

27-39-329(2b) Prior to Oct 1 shall notify each county whether or not it is certified as being compliance w requirements of subsection

_____ Contracts on file/dates

_____ Sent Letter requesting missing Forms

_____ Millage Order (27-39-317 Board set millage on or before Sept. 15) (Oct 1, 19-1-5 millage become effective 5 days below)

_____ 60-911 Assessor's recap (June 24 Preuse Assessor's Roll as for Real & Personal Property) (Should go before BOS first Monday in July meeting) (27-35-81) (Mail with June pkg)

_____ Assessor certificate (27-35-127 The Assessor shall receive no salary after the August meeting of the BOS until his roll or rolls have been approved by sion)

_____ 60-700 Board recap (10 days after the adjournment of August meetings or the meetings at which The objections is heard) (27-35-111) State has 30 days to get it audit 27-35-113)

_____ 60-906 Assessor's Affidavit to the Personal Roll (White) (Should go before BOS first Monday meeting in July) (Mail w June Pkg)

_____ 60-907 Assessor's Affidavit to the Real Roll (Blue) (Assessor shall complete the Assessment on both real & personal property and file the roll or rolls w/ the clerk of the board of supervisors On or before the first Monday in July of each year) (Mail w June Pkg)

_____ 60-600 July Board Order (Yellow) (Assessment Rolls open to public for inspection July 2) (27-35-83) (Send w June Pkg)

_____ 60-001 August Board Order (Pink) (1st Monday in August Deadline for filing Appeals on Property) (27-35-99) (1st Monday Finalize Assessment changes; prepare list of) (Prior to the last Monday Board Approve final changes 27-35-143; 147)

_____ 60-990 Clerk's Certificate to the Personal Roll (Buff) (Will receive after Board recap is complete) (Mail after Board Recap is Received)

_____ 60-912 Clerk's Certificate to the Real Roll (Buff) (Will receive after Board recap is complete) (Mail after Board recap is Received)

This folder is up to date. Connected to: Mic chang

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

FORM 60-939 - Certificate of the Department of Revenue Approving Real Roll

[illegible]

2018

CERTIFICATE OF THE DEPARTMENT OF REVENUE APPROVING REAL ROLL

STATE OF MISSISSIPPI

WHEREAS, The Clerk of the Board of Supervisors of _____ County has filed with the Department of Revenue a copy of the Real Property Assessment Roll of Said County as of the 1st day of January, 2018 in the manner prescribed by Section 27-35-127, Miss. Code Ann., and other laws, and showing a total Assessment of Real Property as follows:

	Acres	Valuation
TOTAL LAND ASSESSMENT OF COUNTY	$ 241,053	$ 36,398,387
SUBJECT TO STATE TAXES AND SCHOOL TAXES (Exempt from Local Taxes)		$ 22,368
SUBJECT TO LEVEE TAXES:		
ACRES		

_____AND_____

CERTIFICATE OF THE DEPARTMENT OF REVENUE APPROVING PERSONAL ROLL

WHEREAS, The Clerk of the Board of Supervisors of _____ County has filed with the Department of Revenue a copy of the Personal Property Assessment Roll of Said County as of the first day of January, 2018 in the manner prescribed by Section 27-35-127, Miss. Code Ann., and other laws, showing a total Assessment of Personal Property as follows:

	Valuation
TOTAL PERSONAL ASSESSMENT OF COUNTY	$ 9,487,234
SUBJECT TO STATE TAXES AND SCHOOL TAXES (Exempt from Local Taxes)	$ 9,436
SUBJECT TO LEVEE TAXES	

And it appearing to be the satisfaction of the Department of Revenue that the rolls and the assessments contained in the same have been made and the rolls prepared in conformity to the requirements of law, and the assessments have been fixed in accordance with the orders of this Department, it is, therefore, certified that the Real and Personal Property Assessment Rolls be and the same are hereby approved.

Certified this _____ day of _____, A.D., _____

DEPARTMENT OF REVENUE,
Herb Frierson, Commissioner

By _____
Director, Office of Property Tax

Distribution:
Original-Department's County File, 2 copies-Collector's Office
Copy-State Department of Audit

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

Order of the Board of Supervisors Certifying Receipt of the Departments Approval of the County's Rolls.

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX

ASSESSMENT ROLLS – 2018

RETURN TO: Jennifer Williams
DEPARTMENT OF REVENUE
OFFICE OF PROPERTY TAX
P. O. BOX 1033
JACKSON, MS 39215

STATE OF MISSISSIPPI TOWN OF «City»

COUNTY OF «County» DATE _____

This is to certify that the Department of Revenue's Order approving the Real and Personal Assessment Rolls of _____ County for 2018, was entered on the minutes of the Board of Supervisors of said county, the meeting being held on the ____ day of _____, _____, and appears on Page _____ Minute Book Number _____, and that said meeting was adjourned on the ____ day of _____, _____.

_____
Board of Supervisors, Clerk

P. O. Box 1033 Jackson, MS 39215 www.dor.ms.gov Phone: 601.923.7600 FAX: 601.923.7

Attachment: Job Responsbilities of the Offices of the Tax Assessor, Tax Collector & Chancery Clerk

001 (/Forms/APPLICATION FOR CERTIFICATION(Blank).doc) | Application for Certification Chancery

60-001 (/Forms/60001198.pdf) | August Board Order Jessica - chancery

60-600 (/Forms/60600198.pdf) | July Board Order Jessica - chancery

TA 60-605 (/Forms/60605001.pdf) | Petition for Reduction of Assessment

TA 60-607 (/Forms/60607001.pdf) | Notice of Increase Assessment

60-700 (/Forms/60700198.pdf) | Board Recapitulation Chancery

TA 60-906 (/Forms/60906198.pdf) | Assessor's Affidavit Personal Roll

TA 60-907 (/Forms/60907198.pdf) | Assessor's Affidavit Land Roll

60-908 (/Forms/60908198.pdf) | Assessed Valuation of Motor Vehicles and Mobile Home Chancery

TA 60-911 (/Forms/60911198.pdf) | Assessor's Recapitulation

60-912 (/Forms/60912198.pdf) | Clerk's Certificate of Copy of the Land Roll Chancery

60-990 (/Forms/60990198.pdf) | Clerk's Certificate of Copy of the Personal Roll Chancery

TA 61-002 (/Forms/prop_form61002.pdf) | Homestead Correction / Deletion

TA 61-902 (/Forms/prop_petitionadjustexemption.pdf) | Petition to Adjust Exemption

TA 61-903 (/Forms/61903021.pdf) | Petition to Adjust Exemption - Municipal

72-048 (/Forms/72048 Affidavit of Heirship.doc) | Affidavit of Heirship

72-049 (/Forms/72049 Election Form.doc) | Election Form

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