



Rankin County Board of Supervisors

Regular Board Meeting

~ Minutes ~

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

Larry Swales
Chancery Clerk

Monday, June, 17, 2024

9:00 AM

Rankin Board Room

I. Call to Order

9:00 AM Meeting called to order on June 17, 2024 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Steve Gaines	President	Present	
Brad Calhoun	Vice President	Present	
Sid Scarbrough	Supervisor District 1	Present	
Scott Berry	Supervisor District 2	Present	
Jay Bishop	Supervisor District 5	Present	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	
Mark S Scarborough	Chancery Clerk	Present	

II. INVOCATION

Board Attorney Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION

- A. Resolution Recognizing and Congratulating the Brandon High School Baseball Team on Winning the 2024 Class 7A State Championship
- B. Recognition of Brian Measells, Rankin County Building Official, for being named Building Official of the Year by the Building Officials Association of Mississippi (BOAM)
- C. Janet Morgan, residing at 799 Bethel Rd - addressed the board regarding a nuisance property located at 798 Bethel Rd
- D. Kevin James, residing on Sir Charles Court

IV. OLD BUSINESS

- A. Minutes Approval
- A. June 3, 2024

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

V. CONSENT AGENDA

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Jay Bishop, Supervisor District 5

SECONDER:

Sid Scarbrough, Supervisor District 1

AYES:

Gaines, Calhoun, Scarbrough, Berry, Bishop

1. APPROVAL OF THE FOLLOWING:

Financial Reports

A. Approval of claims docket in the amount of \$8,137,352.76

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. Acknowledgement receipt of Budget and Financial Reports for the month of June, 2024

C. Approval of Budget Amendment in the Special Assessment Penalty (Sheriff Fund) to transfer between line items, no increase

D. Approval of Budget Amendment for an increase in the Sheriff Dut-Animal Care for donation received in the amount of \$1,500.00

E. Approval of Budget Amendment for an increase in the Road Department to utilize settlement received from MDOT - Old Fannin Road Overlay project STP-7331(007) reimbursement in the amount of \$1,063,085.82

Contracts, Agreements and Grants

F. Authority for the Sheriff’s Department to apply for the FY 2024 Body-Worn Camera Policy and Implementation Program Grant through the Department of Justice and authority for Board President and Sheriff to execute documents

G. Request approval of Amendment to food service contract between the Rankin County Sheriff’s Department and Summit Food Service, LLC for an additional one (1) year extension and CPI increase of 4.1% for inmate food services and authority for Board President to execute documents

H. Authorization for Board President and appropriate representative of Rankin County Youth Court to execute Memorandum of Understanding between Rankin County Youth Court Juvenile Drug Intervention Court and Clearfork Academy providing Substance Use Disorder (SUD) Treatment services

I. Authorization for Board President and appropriate representative of Rankin County Youth Court to execute Memorandum of Understanding between Rankin County Youth Court Family Drug Intervention Court and Mississippi Harm Reduction Initiative providing Substance Use Disorder (SUD) Treatment services, specifically, housing services

J. Approval of Quitclaim Deed of Leasehold Interest in Sixteenth Section Trust Lands is hereby acknowledged, the undersigned Mark and Wanda Peagler do hereby quitclaim and convey unto the Trustees for the Rankin County School District and their Successors in Office

- 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 Ryan Emanuel Wood and Ashlynn Erin Wood (Lessee)**

Other

- L. Approval of HOLIDAY DECLARATION - Authorization to close county offices in accordance with the Proclamation by the Governor dated June 3rd, 2024. Holidays are as follows: Thursday, July 4, 2024, in observance of Independence Day. In addition, authorization is given at the discretion of executive officers to close on Friday, July 5, 2024, in further observance of Independence Day and to staff their respective agencies as needed during the Independence Day holiday**

2. AUTHORITY TO ISSUE CHECKS:

Dues and Training Conferences

- A. Authority to pay Membership Dues for the Regional Organized Crime Information Center (ROCIC) in the amount of \$300.00 for Bryan Bailey and authority to issue check**
- B. Authority to pay registration fees in the amount of \$1,070.00 for Amanda Thompson to attend the Remote Pilot Course on August 5 - 8, 2024, in Jackson, MS and authority to issue check and pay any travel related expenses**
- C. Authority to pay registration fees in the amount of \$375.00 each for Glantz Pinter and Jason McQueary to attend the Ground Control Instructor Course on July 29 - 31, 2024, in Hattiesburg, MS and authority to issue check and pay any travel related expenses**
- D. Authority to pay tuition in the amount of \$750.00 each for Amy Sistrunk, Anthony Bragg, and Lauren Carver to attend the Mississippi Baptist Bible Seminary 2023-2024 2nd Semester and authority to issue check**
- E. Authority for Danny Stevens, Dave McCarley, and Nancy Watts to attend the Mississippi Association of School Resource Officers conference on July 7 - 12, 2024, in Biloxi, MS and authority to pay any travel related expenses (RCSD will pay for registration & hotel fees)**
- F. Authority to pay hotel fees in the amount of \$350.00 each for Linda Martin and Destiny Tune to attend the 18th Annual CrossSites Conference on August 20 - 22, 2024, in Dallas, TX and authority to issue check and pay any travel related expenses**

Other

- G. Approval to return Criminal and Civil Clearing account interest to Michelle Adcock, Circuit Clerk, settled to the Board of Supervisors in error for the months of January - March 2024, and authority to issue check in the amount of \$7,802.19**
- H. Authority to issue check to J. Artis Consulting, Inc. in the amount of \$8,815.00 for Consulting Services for the Sheriff's Department**
- I. Authority to issue check to Langford Volunteer Fire Department for insurance proceeds received from VFIS for Langford Fire 2015 Ford, VIN 1FD823H65FEC88293, in the amount of \$27,267.29**

- J. Authority to issue check in the amount of \$12,105.20 to PERS for underpayment of 2023 PERS contributions for Robert Hancock
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 (See Attached)
4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:
- A. Authority to approve the following Personnel Recommendations:
Sheriff’s Department: Daniel Barnett (Promotion to ADC Administrator) at Step 407; Marlon Campbell (New Hire, Jailer) at Step 304; Dalton Perry (New Hire, Jailer 1) at Step 304; Road Department: Wyatt Flowers (New Hire, Laborer) at Step 273; Community Development: Troy Clark (Salary Increase) at Step 384; Mark DiMartino (Salary Increase) at Step 384; John Anthony Guy (Salary Increase) at Step 432; Lauren Haddox (Salary Increase) at Step 449; Kayla Harrell (Salary Increase) at Step 364; Brian Measells (Salary Increase) at Step 502; Teresa Smith (Salary Increase) at Step 308; Katherine Vanek (Salary Increase) at Step 366;
5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES
- A. Various Documents
1. a Vardoc Donation of Land from The First Baptist Church of Florence (Quitclaim Deeds) (PDF)

2. b Vardoc Letter from MDOT Regarding Completion of Project STP-7331-00(007) LPA 109168 (PDF)

3. c Vardoc May 15, 2024 Minutes (Proof) (PDF)

4. d Vardoc May 30, 2024 Minutes (Proof) (PDF)

5. e Vardoc Notice of Zoning Hearing for Adoption of Flood Damage Prevention Ordinance (Proof) (PDF)

6. f Vardoc Notice of Zoning Hearing for Cypress Point Resort (Proof) (PDF)

7. g Vardoc Veterans Service Officer Monthly Activity Report for June 2024 (PDF)

8. h Vardoc Zoning Ordinance Amendment (Proof) (PDF)

VI. STACI MCNINCH, TAX ASSESSOR

- A. Petitions to adjust 2023 Homestead Exemption Supplemental Roll
- RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
- B. Petitions for change of assessment on 2023 Real Property Assessments
- RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Brad Calhoun, Vice President

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
- C. Authority to void 2023 tax sale for Rankin County Tax Parcel E8P-32-10 (PPIN 11439) and to refund any tax sale purchaser(s). Property was titled in the name of the Eastflow Church and should have been tax exempt

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Vice President
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

VII. HEWITT PITTMAN, PURCHASE CLERK

A. **Approval of Copier Contract with R J Young for the Board of Supervisors Office**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Vice President
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. **Approval of Copier Contracts with Ricoh USA, Inc.**

- 1. Circuit Clerk #1
- 2. Circuit Clerk #2
- 3. Chancery Court

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Vice President
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. **Authority to renew semi-annual term bids for the Unit System for an additional period of 6 months:**

- 1. Scrub, Slurry, and Micro-Surfacing (1st Alternate)
- 2. Metal Culverts
- 3. Polypropylene Culverts
- 4. Crushed Aggregates
- 5. Gravel
- 6. Soil Stabilization
- 7. Polyurethane Foam Application and Curb & Gutter Removal and Replacement

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Vice President
SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

VIII. MIKE HARRISON, ROAD MANAGER

A. **Road Work Accomplished for May 2024 and Road Work Scheduled for June 2024**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Vice President
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. **Request for approval of CenterPoint Utility Permit No. 04-24-404 to construct a New Gas Line to be installed along Lost Oak Lane (District 4)**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- C. Acknowledgment for Craig Slay, Board Attorney, to notify property owner of encroachment on county's road right of way (no action)

IX. TIM PARKER, COUNTY CONSULTING ENGINEER

- A. Approve Pay Application Number Two from Hemphill Construction Company, Inc. for work performed on the Gunter Road Improvements Phase II project for \$350,795.31 and give authority to issue the check

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- B. Canal Place - Approval of Preliminary Plat (Revision of Canal Place, Part 1)(PRV)(District 4)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

X. CRAIG SLAY, BOARD ATTORNEY

SET PUBLIC HEARINGS:

- A. Set Public Hearing for June 27, 2024, at 9:00 a.m. for Marko & Tessa Mathews Zoning Ordinance/Building Code Violations, 1020 Shiloh Road (District 3)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- B. Set Public Hearing for June 27, 2024, at 9:00 a.m. for Teddie Taylor Nuisance Property, 126 Johnson Drive (District 4)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- C. Set Public Hearing for June 27, 2024, at 9:00 a.m. for Hershel L. Mowdy Nuisance Property, 168 Airlie Avenue (District 1)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- D. Set Public Hearing for June 27, 2024, at 9:00 a.m. for John Thomas Foote, Sr. Nuisance Property, 172 Airlie Avenue (District 1)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

E. Set Public Hearing for June 27, 2024, at 9:00 a.m. for Daymon Hoffman Nuisance Property, 164 Airlie Avenue (District 1)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

F. Set Public Hearing for July 1, 2024, at 9:00 a.m. for Cypress Point Resort Conditional Use Permit, 874 Holly Bush Road (District 4)

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

G. Set Public Hearing for July 1, 2024, at 9:00 a.m. for Adoption of Flood Damage Prevention Ordinance

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

PUBLIC HEARINGS:

H. Public Hearing for Morgan Properties, LLC. Conditional Use Permit, 1845 Highway 471 (District 2)

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

I. Public Hearing for Jonathon Moore Conditional Use Permit, 108 Mt. Helm Road (District 2)

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

J. Public Hearing for Paul Crocker Dimensional Variance Request, 240 Hebron Hill Drive (District 3)

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President
SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- K. Public Hearing for Astreya Zachary/Rankin County Initiated Rezoning Requests, Stull Road (District 4)
Board Attorney, Craig Slay, opened the public hearing.
The following addressed the board regarding the rezoning request:
Phillip Whitehead, residing at 432 Stull Road
Tiffany Hutchins, residing at 132 September Lane
Hearing no further comment, Mr. Slay closed the public hearing.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- L. Public Hearing for Astreya Zachary Conditional Use Permit, Stull Road (District 4)

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

OTHER:

- M. Adoption of Resolution Setting Creation Date for Langford Fire Protection District on July 15, 2024, and authorizing publication of resolution in accordance with Miss. Code Ann. Section 19-5-157

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- N. Discussion and Potential Action regarding updates to MOUs between Rankin County and Scott County and Simpson County regarding 911 hosting services. Authority for administration to finalize MOUs and address cost recovery with Simpson County & Scott County.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- O. Consideration of and potential action to adopt local emergency declaration regarding dead or dying trees within public rights-of-way in unincorporated Rankin County

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President
SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- P. Authority of Board President and County Administrator to execute two Memoranda of Understanding providing for obligation of American Rescue Plan Act Funding to satisfy arbitrary December 31, 2024, deadline set forth in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021), one memorandum for each of the two agreements between Rankin County and MDEQ with respect to the MCWI Grant Program

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- Q. Acknowledgement that the publication calling for bids in response to the county’s semi-annual commodity bid notice requires responses on or before 9:00 a.m. on June 18, 2024. The Purchase Clerk and County Administrator are advised to receive bids, determine whether the bids are timely and compliant with the requirements set forth in the bid notifications, review compliant bid packages, and bring forth recommendations regarding the respective award of bids to the Board of Supervisors at the next public meeting scheduled for June 27, 2024

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

XI. KEITH HICKS, COUNTY ADMINISTRATOR

- A. UT Neely Creek Ditch Flood Impacts Project (ARPA) - Approval of Change Order No. 1 for remobilization and authority to issue check in the amount of \$58,125.00 to Hemphill Construction Company, Inc

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

- B. Approval to reserve county web address, in accordance with the State of MS Domain Name Policy, [to rankin.county.ms.gov](https://rankin.county.ms.gov)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

XII. EXECUTIVE SESSION

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

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

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

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Supervisor Bishop left the board meeting at 11:37 a.m.

D. Motion to come out of Executive Session

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Vice President
SECONDER: Scott Berry, Supervisor District 2
AYES: Steve Gaines, Brad Calhoun, Sid Scarbrough, Scott Berry
ABSENT: Jay Bishop

E. Outcome of Executive Session
No action taken

XIII. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Motion to add "Acceptance of landowner counteroffer for the Florence Byram Parkway and Authority for the board to submit a counteroffer to Jeff Cumberland for the Florence Byram Parkway" to the agenda

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Vice President
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Acceptance of counteroffer received from Kimber Dallas, parcel 10, of the Florence Byram Parkway Project. Administrative adjustment is in the amount of \$1,123.02, for a total compensation of \$3,325.02 (replacement of fence).

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Brad Calhoun, Vice President
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Authorization for the county's acquisition agent to extend a counteroffer for the property owned by Jeff Cumberland, in the total amount of \$2.50 per square foot, for acquisition of the right of way only, in regards to the Florence Byram Parkway Project

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Sid Scarbrough, Supervisor District 1

SECONDER:

Scott Berry, Supervisor District 2

AYES:

Gaines, Calhoun, Scarbrough, Berry, Bishop

XIV. Motion to Recess Until June 27, 2024, at 9:00 a.m.

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Scott Berry, Supervisor District 2

SECONDER:

Brad Calhoun, Vice President

AYES:

Gaines, Calhoun, Scarbrough, Berry, Bishop

This the 17th Day of June, 2024




STEVE GAINES, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS



MARK S. SCARBOROUGH , CLERK OF THE BOARD

SUMMARY OF ALL FUNDS

FUND 1 Claims	2553 to 2794 Checks	241 Total	2,645,273.90 Manual	Held	Total	2,645,273.90
FUND 12 Claims	33 to 37 Checks	5 Total	22,002.86 Manual	Held	Total	22,002.86
FUND 25 Claims	92 to 95 Checks	4 Total	187,696.45 Manual	Held	Total	187,696.45
FUND 97 Claims	128 to 146 Checks	19 Total	96,592.81 Manual	Held	Total	96,592.81
FUND 104 Claims	9 to 9 Checks	1 Total	1,893.75 Manual	Held	Total	1,893.75
FUND 105 Claims	62 to 70 Checks	9 Total	692,048.86 Manual	Held	Total	692,048.86
FUND 106 Claims	91 to 99 Checks	9 Total	8,104.84 Manual	Held	Total	8,104.84
FUND 114 Claims	46 to 49 Checks	4 Total	2,729.26 Manual	Held	Total	2,729.26
FUND 150 Claims	608 to 681 Checks	74 Total	1,771,757.23 Manual	Held	Total	1,771,757.23
FUND 160 Claims	55 to 61 Checks	7 Total	63,403.06 Manual	Held	Total	63,403.06
FUND 319 Claims	18 to 19 Checks	2 Total	80,301.00 Manual	Held	Total	80,301.00
FUND 320 Claims	30 to 31 Checks	2 Total	15,427.50 Manual	Held	Total	15,427.50
FUND 325 Claims	17 to 17 Checks	1 Total	3,445.00 Manual	Held	Total	3,445.00
FUND 326 Claims	2 to 2 Checks	1 Total	31,487.50 Manual	Held	Total	31,487.50
FUND 327 Claims	2 to 2 Checks	1 Total	37,800.00 Manual	Held	Total	37,800.00
FUND 650 Claims	33 to 36 Checks	4 Total	99,095.53 Manual	Held	Total	99,095.53
FUND 654 Claims	9 to 9 Checks	1 Total	57,657.46 Manual	Held	Total	57,657.46
FUND 657 Claims	8 to 8 Checks	1 Total	16,587.21 Manual	Held	Total	16,587.21
FUND 658 Claims	7 to 7 Checks	1 Total	335.70 Manual	Held	Total	335.70
FUND 659 Claims	7 to 7 Checks	1 Total	265.24 Manual	Held	Total	265.24
FUND 660 Claims	7 to 7 Checks	1 Total	2,884.82 Manual	Held	Total	2,884.82
FUND 661 Claims	7 to 7 Checks	1 Total	485.08 Manual	Held	Total	485.08
FUND 662 Claims	7 to 7 Checks	1 Total	153.88 Manual	Held	Total	153.88
FUND 663 Claims	7 to 7 Checks	1 Total	243.51 Manual	Held	Total	243.51
FUND 664 Claims	7 to 7 Checks	1 Total	1,050.31 Manual	Held	Total	1,050.31
FUND 665 Claims	7 to 7 Checks	1 Total	127.31 Manual	Held	Total	127.31
FUND 666 Claims	9 to 9 Checks	1 Total	16,616.94 Manual	Held	Total	16,616.94
FUND 667 Claims	9 to 9 Checks	1 Total	12,972.77 Manual	Held	Total	12,972.77
FUND 668 Claims	10 to 12 Checks	3 Total	95,700.00 Manual	Held	Total	95,700.00

FUND 669 Claims	6	to	6 Checks	1 Total	1,400.00 Manual	Held	Total	1,400.00
FUND 675 Claims	24	to	24 Checks	1 Total	419,429.90 Manual	Held	Total	419,429.90
FUND 676 Claims	15	to	26 Checks	12 Total	3,137.38 Manual	Held	Total	3,137.38
FUND 681 Claims		to	366 Checks	41 Total	1,461,078.96 Manual	Held	Total	1,461,078.96
FUND 690 Claims	9	to	9 Checks	1 Total	69,669.18 Manual	Held	Total	69,669.18
FUND 691 Claims	9	to	9 Checks	1 Total	99,465.87 Manual	Held	Total	99,465.87
FUND 692 Claims	9	to	9 Checks	1 Total	29,789.46 Manual	Held	Total	29,789.46
FUND 693 Claims	9	to	9 Checks	1 Total	88,888.23 Manual	Held	Total	88,888.23

Total for all Funds		Checks	458 Total	8,136,998.76 Manual		Held	Total	8,136,998.76

Budget Amendment Verification Report
6/ 4/2024

SPECIAL ASSMT.CRIMINAL PENALTY SHERIFF ADMINISTRATION					
Account	Objective Name	Date	Before Change	Change	After Change
031200553	COMPUTER/EDP/DATA PROCESS SERV	6/17/2024		1,358.40	1,358.40
031200690	ELECTRONIC SUPPLY/REPAIR PARTS	6/17/2024		330.00	330.00
031200919	FURN/OFC EQMT-LESS THAN \$5,000	6/17/2024		12,420.00	12,420.00
031200921	OTHER CAPITAL OUTLAY < 5000	6/17/2024	60,000.00	-14,108.40	45,891.60

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

* Fund Totals 031 SPECIAL ASSMT.CRIMINAL PENALTY 60,000.00 60,000.00

* Report Totals 60,000.00 60,000.00

Budget Amendment Verification Report
6/ 4/2024

GENERAL COUNTY		SHERIFF ADMINISTRATION			
Account	Objective Name	Date	Before Change	Change	After Change
001200593	ANIMAL CARE AND DISPOSITION	6/17/2024	45,000.00	1,500.00	46,500.00
***** Net Change.....				1,500.00	

* Fund Totals	001 GENERAL COUNTY		45,000.00	1,500.00	46,500.00

* Report Totals			45,000.00	1,500.00	46,500.00

Attachment: Budget Amendment for the Sheriff Animal Care for Donation Received (Increase of \$1,500.00)

Budget Amendment Verification Report
6/ 4/2024

CO-UNIT ROAD MAINTENANCE FUND ROAD AND BRIDGES					
Account	Objective Name	Date	Before Change	Change	After Change
150300545	REPAIRS TO ROADS & BRIDGES	6/17/2024	5,550,137.44	1,063,085.82	6,613,223.26
***** Net Change.....				1,063,085.82	

* Fund Totals	150 CO-UNIT ROAD MAINTENANCE FUND		5,550,137.44	1,063,085.82	6,613,223.26

* Report Totals			5,550,137.44	1,063,085.82	6,613,223.26

BUREAU OF JUSTICE ASSISTANCE SOLICITATION OVERVIEW

FY 2024 BODY-WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM TO SUPPORT LAW ENFORCEMENT AGENCIES

IMPORTANT DEADLINES



GRANTS.GOV:
JULY 15, 2024

JUSTGRANTS:
JULY 24, 2024

Who May Apply:

City or township, county, special district, state, and federally recognized Native American tribal governments; independent school districts; public and state-controlled institutions of higher education; public housing/Indian housing authorities; state, county, and local law enforcement agencies; correctional agencies that perform law enforcement functions; university and college law enforcement agencies at publicly funded institutions; publicly funded specialized police forces such as park police, independent school district police, transit police, or fish and game enforcement agencies; prosecutors' offices; and state or regional consortia that support such agencies, including State Administering Agencies (SAAs)

Why Apply:

Receive funding to purchase or lease body-worn cameras (BWCs) to establish, expand, or enhance a comprehensive BWC program; create a demonstration project to improve the management, sharing, and integration of digital evidence generated from BWCs; optimize how prosecutors leverage BWC footage to improve operations; or use BWC footage to enhance officer training or constitutional policing practices.

Maximum per Award:

- Up to \$2 million per award for law enforcement and state correctional agencies
- Up to \$1 million per demonstration project award

BJA encourages the following entities to apply:

- Agencies that have not previously received BJA funding.
- Convening or governing bodies (e.g., SAAs) that can apply on behalf of one or more entities.

Examples of strategies/activities that can be funded:

- Establish, expand, or enhance a comprehensive BWC program.
- Integrate digital data footage from BWCs with other forms of digital evidence.
- Improve prosecutors' capacity to receive, access, process, and use digital evidence from BWCs.



Where to get more information about this opportunity:

Visit <https://bja.ojp.gov/program/bwcpip-lea/overview> for more information about the program and <https://bja.ojp.gov/funding/opportunities/o-bja-2024-172141> for full funding information.

Tips for Success:

- **Start early!** To apply, you must first have a valid registration in the System for Award Management (SAM). **Registration and renewal can take up to 10 business days** to complete. Register at: sam.gov/content/home.
- For **questions** about the program's requirements or the application process, see the full solicitation at: <https://bja.ojp.gov/funding/O-BJA-2024-172141.pdf> for information on who to contact.
- Visit **BJA Funding Webinars** at: bja.ojp.gov/events/funding-webinars and review the "Federal Funding Process: First Steps to Applying, How to Prepare Now, and Other Considerations."
- **Subscribe** for email notifications from BJA about funding opportunities and other news at: bja.ojp.gov/subscribe-newsfrombja.
- To be in the know about funding opportunities across the Office of Justice Programs, sign up to receive **JUSTINFO** at: www.ojp.gov/news/justinfo and/or the weekly **Funding News** at: public.govdelivery.com/accounts/USDOJOJP_COMMS/subscriber/new?topic_id=USDOJOJP_COMMS_25.

How to apply and when:

Submit a two-step application.

- (1) Register in [Grants.gov](https://grants.gov) and follow the prompts to submit two forms by July 15, 2024.
- (2) Then complete the full application in [JustGrants.usdoj.gov](https://justgrants.usdoj.gov) by July 24, 2024. The application's major elements are:
 - (a) The **proposal abstract** that summarizes the problem you wish to address with your project (no more than 400 words).
 - (b) The **proposal narrative** that describes your project's strategies, activities, and major deliverables as well as your capacity to address the problem.
 - (c) The **web-based budget** form that details how you will allocate the grant funds by task, date, and responsible person.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and X ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 11, 2024

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

RE: Summit Food Amendment

Dear Board Members:

Please place on the Board minutes for approval an Amendment to the Food Service Partnership Agreement by and between Rankin County Jail and Summit Food Service, LLC to extend with pricing adjustment for an additional one year beginning August 1, 2024. With Board approval, we request authorization for the Board President to sign and date attached Amendment.

Thank you,

A handwritten signature in blue ink, appearing to be 'D Thornton'.

Dwayne Thornton
Undersheriff

AMENDMENT TO THE FOOD SERVICE CONTRACT

This Amendment is made and entered into by and between Rankin County ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Food Service Contract (the "Agreement"), effective July 1, 2003;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment ; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning August 1, 2024.
2. **Payment Arrangement.** Company shall charge and Client shall pay:

Population	Current Price	CPI %	New Price
Less than	TBN		TBN
less than 274	2.085	4.1	2.170
275-299	2.036		2.119
300-324	1.995		2.077
325-349	1.962		2.042
350-374	1.931		2.010
375-399	1.907		1.985
400-424	1.898		1.976
425-1000	1.888		1.965
Juvenile Meals	2.017		2.100
Snack	.636		.6620

3. **Payment Method.**

Payment method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

This Amendment is effective as of August 1, 2024. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT: Rankin County Jail

COMPANY: Summit Food Service, LLC

Signature: _____

Steve Haines

Name: _____

Steve Haines

Title: _____

Board President

Date: _____

6/17/2024

Signature: _____

DocuSigned by:

Brittany Joelle Mayer-Schuler

/EED6E973A74444...

Name: _____

Brittany Mayer-Schuler

Title: _____

President

Date: _____

6/6/2024

Attachment: Amendment to Inmate Food Service Agreement with Summit Food Service, LLC (RFA-2024-277 : Request Approval of Amendment

**Memorandum of Understanding
Between
RANKIN COUNTY YOUTH COURT JUVENILE DRUG INTERVENTION
COURT
and
CLEARFORK ACADEMY**

This Memorandum of Understanding is entered into the 17 day of June, 2024, by and between **Rankin County Youth Court Juvenile Drug Treatment Court**, hereinafter known as JDTC, principally located at 100 Court Cove, Pelahatchie, MS 39145 and **Clearfork Academy, located at 7820 Hanger Cutoff Rd, Fort Worth, TX 76135.**

Purpose:

The purpose of the Memorandum of Understanding between JDTC and Clearfork Academy is to develop an agreement between both agencies regarding the provision of Substance Use Disorder (SUD) Treatment services.

Responsibilities:

Clearfork Academy agrees to:

1. Provide a designated point of contact to coordinate referrals from JDTC.
2. Based on availability and program capacity:
 - a. Provide SUD assessment, screenings and treatment when appropriate for individuals referred by JDTC based on ASAM person-centered planning.
 - b. Provide High-Intensity Residential, Urine Drug Screens, Assessments, Re-Assessments, Low-Intensity Residential, Vocational Rehabilitation and other services as needed, including drug screening for individuals referred by JDTC.
 - c. Recommend services for participants based on an evaluation and assessment for each participants' risk level. Recommendation shall be communicated through written or electronic means and shall be approved by the JDTC before services are rendered.
3. Disclose any changes in the fee schedule based on DMH reimbursement amounts.
4. Provide invoices for all services rendered for JDTC participants within thirty (30) days of the participant's completion of or termination from Clearfork Academy. All efforts shall be made to bill the participant's insurance, if applicable, before invoicing JDTC.
5. Provide regular updates to JDTC Staff regarding JDTC client's participation, attendance, drug screening results, and any other necessary updates.
6. Provide certification of program completion to the individual and JDTC upon successfully completing treatment and receipt of payment for services from JDTC.

Rankin County Juvenile Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Clearfork Academy.
2. Refer individuals for assessment by Clearfork Academy to determine the participant's risk level.
3. Once participants are referred to Clearfork Academy, and Clearfork Academy has communicated the results of the evaluation and recommended services, JDTC shall pre-approve payment for services before they are rendered.
4. Only to the extent that grant funding applicable to the services described herein is sufficient to fully fund all services provided (such that Rankin County is not required to provide any local funds whatsoever to fund services), to be financially responsible for the cost of such assessment and treatment services provided by Clearfork Academy and pre-approved by the JDTC to individuals that do not qualify for other forms of payment including insurance, Medicaid and other grants and are referred by JDTC based on the agreed upon fee schedule attached as Exhibit A. Invoices shall be payable to Clearfork Academy when treatment is completed or terminated, and an invoice is provided from Clearfork Academy.
5. Provide Clearfork Academy with copies of relative legal documents including, but not limited to, Court orders for SUD treatment at Clearfork Academy, if applicable.

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, other than local funds, sufficient to fully fund the cost of all services provided hereunder. JDTC agrees to be financially responsible for the payment of all services provided by Clearfork Academy to individuals referred by JDTC prior to the effective termination date of the agreement, using available grant funding but not local funds.

Nondiscrimination Assurances:

Clearfork Academy 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 Juvenile 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 Clearfork Academy 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.

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 Juvenile Drug Treatment Court:

Honorable Kent McDaniel
Rankin County Youth Court Judge
100 Court Cove
Pelahatchie, MS 39145

If to Clearfork Academy:

Tatum DeBerry
Executive Director
7820 Hanger Cutoff Rd
Forth Worth, TX 76135

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 Kent McDaniel
 Rankin County Youth Court Judge

 Date

Steve Haines
 Rankin County Board of Supervisors

6/17/24
 Date

ATTEST:

Philip S. Hardbough
 Chancery Clerk
 Executive Director

6/17/24
 Date



Memorandum of Understanding
Between
RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT
And
Mississippi Harm Reduction Initiative

This Memorandum of Understanding is entered into the 17 day of June, 2024, 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 **Mississippi Harm Reduction Initiative**, located at PO BOC 5132, Jackson, MS 39206. Physical Address is MSHRI 755 North Congress Street, Jackson, MS 39202.

Purpose:

The purpose of the Memorandum of Understanding between FDTC and Mississippi Harm Reduction Initiative is to develop an agreement between both agencies regarding the provision of Substance Use Disorder (SUD) Treatment services, specifically, recovery housing services.

Responsibilities:

Mississippi Harm Reduction Initiative agrees to:

1. Provide a designated point of contact to coordinate referrals from FDTC.
2. Based on availability and program capacity:
 - a. Provide recovery housing when appropriate for individuals referred by FDTC.
 - b. Provide recovery services including but not limited to drug screening, recovery meetings, etc. for individuals referred by FDTC.
 - c. Communication shall be through written or electronic means and all charges or invoices shall be approved by the FDTC before services are rendered.
3. Disclose any changes in the fee schedule.

4. Provide invoices for all recovery support services rendered for FDTC participants within thirty (30) days of the participant's voluntary leaving or termination from Mississippi Harm Reduction Initiative.
5. Provide regular updates to FDTC Staff regarding FDTC client's participation, attendance, drug screening results, and any other necessary updates.
6. Work with FDTC participants residing at Mississippi Harm Reduction Initiative to correctly distribute the funding according to the needs of the participant.

Rankin County Family Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Mississippi Harm Reduction Initiative.
2. Refer individuals for recovery housing services by Mississippi Harm Reduction Initiative to determine the participant's risk level.
3. Once participants are referred to Mississippi Harm Reduction Initiative, and Mississippi Harm Reduction Initiative has communicated the availability of housing and the suitability of the participant, FDTC shall pre-approve payment for services before they are incurred.
4. Only to the extent that grant funding is available to cover the costs associated with this Agreement such that no local funds are used to fund services described herein, to be financially responsible for the cost of recovery housing and other recovery services provided by Mississippi Harm Reduction Initiative and pre-approved by the FDTC to individuals that do not qualify for other forms of payment including insurance, Medicaid and other grants and are referred by FDTC based on the agreed upon fee schedule attached as Exhibit A. Invoices shall be payable to Mississippi Harm Reduction Initiative when an invoice is provided from Mississippi Harm Reduction Initiative and made expressly contingent upon available grant funding.
5. Provide Mississippi Harm Reduction Initiative with copies of relative documents including but not limited to, drug screening results, if applicable.

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 grant funds. FDTC agrees to be financially responsible for the payment of all recovery housing services provided by Mississippi Harm Reduction Initiative to individuals referred by FDTC prior to the effective termination date of the agreement, contingent upon available grant funding.

Nondiscrimination Assurances:

Mississippi Harm Reduction Initiative 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 Mississippi Harm Reduction Initiative for treatment services may be adjusted as necessary through written agreement between both parties.

Termination Notices:

This MOU may only be terminated by either party, with or without cause, upon delivery of a 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 or the cessation of grant funding for this program. 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 and Juvenile Drug Treatment Courts:

Honorable Kent McDaniel
Rankin County Youth Court Judge
100 Court Cove
Pelahatchie, MS 39145

If to Mississippi Harm Reduction Initiative:

Jason McCarty
Executive Director
Mississippi Harm Reduction Initiative
PO BOX 5132
Jackson, MS 39296

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 _____
Rankin County Youth Court Judge

Date

Rankin County Board of Supervisors

Steve Gaines
Steve Gaines, President

6/17/24
Date

ATTEST:
Chancery Clerk
Chancery Clerk



Executive Director of Mississippi Harm Reduction Initiative

Title

Date

Memorandum of Understanding
Between
RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT
And
MISSISSIPPI HARM REDUCTION INITIATIVE

ATTACHMENT A – FEE SCHEDULE

Service Description	Rate/Unit
One Month Rent (Adult)	\$400.00
Deposit	\$150.00
Transportation	\$150.00

All fees for services are non-refundable if the individual referred by FDTC terminates participation in services against the advice of Mississippi Harm Reduction Initiative, or if discharged from services for violations of program policy.

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, on July 4, 1776, the delegates from the thirteen colonies to the Second Continental Congress approved the final wording of the Declaration of Independence, and in the words of John Adams to his beloved wife, Abigail: "[T]he greatest Question was decided, which ever was debated in America, and a greater, perhaps, never was or will be decided among Men. A Resolution was passed without one dissenting Colony 'that these united Colonies, are, and of right ought to be free and independent States, and as such, they have, and of Right ought to have full Power to make War, conclude Peace, establish Commerce, and to do all the other Acts and Things, which other States might rightfully do...'; and

WHEREAS, the tradition of annual patriotic celebrations on July 4th became widespread after the defeat of the British in the War of 1812, and Congress declared July 4th to be a federal holiday on June 28, 1870; and

WHEREAS, under the provisions of Mississippi Code Ann. § 3-3-7(1), the fourth day of July is recognized as Independence Day and declared a legal holiday in the State of Mississippi.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, July 4, 2024, in observance of Independence Day.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, July 5, 2024, in further observance of Independence Day, and to staff their respective agencies as needed during the holiday weekend.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 3rd day of June in the year of our Lord, two thousand and twenty-four, and of the Independence of the United States of America, the two hundred and forty-eighth.



TATE REEVES
GOVERNOR

BY THE GOVERNOR

MICHAEL WATSON
SECRETARY OF STATE

ROCIC
545 MARIOTT DR
STE 850
NASHVILLE, TN 37214
FED ID # 62-1046640

Invoice



Rankin County Sheriff's Office
 221 North Timber St.
 Brandon, MS 39042

Invoice Number: 0065551-IN

Invoice Date: 6/1/2024

Customer Number: 0001630

Billing Contact: bbailey@rankincounty.org

Terms: DUE JULY 1, 2024

Item Code	Description	Amount
24-25 SF	Jul 2024-Jun 2025 Service Fee	300.00

Click the link to pay by credit card: <http://www.rocic.com/payment/order.aspx?v=300&i=1630-65551>

member dues



Net Invoice: 300.00

Invoice Total: 300.00

Please return the portion below with your payment.

Remit to:
ROCIC
545 MARIOTT DR
STE 850
NASHVILLE, TN 37214

Invoice Number: 0065551-IN

Customer Number: 0001630

Customer Name: Rankin County Sheriff's Office

Check Number _____

Questions: invoicing@rocic.riss.net
 800-238-7985 ext. 5445

Attachment: Membership Dues for the Regional Organized Crime Information Center (RFA-2024-283 : Authority to Pay Membership Dues for



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

May 30, 2024

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

RE: Public Safety UAS-1.0 class

I am requesting Board approval for Amanda Thompson to attend the Public Safety Agency Remote Pilot Course in Jackson, Ms. on August 5-8 2024. The cost of the class is 1,070.00, this pays for the course and FAA test registration. The class is local so there will be no lodging or food cost. If approved please make out the check to Unmanned Systems Group, llc. The check can be sent to me and taken to the class.

Thank You.

A handwritten signature in blue ink, appearing to be 'Dwayne Thornton'.

Dwayne Thornton
Undersheriff

Dwayne Thornton

From: Chad Callender
Sent: Saturday, May 25, 2024 10:23 AM
To: Barry Vaughn
Cc: Bryan Bailey; Dwayne Thornton
Subject: Drone Certification Course

Good morning Sir,

Please see below as this is the course I would recommend you sending Thompson to for drone certification. Let me know your wishes and I will get a slot saved for her if you want her to go.



PUBLIC SAFETY UAS - 1.0

JACKSON, MISSISSIPPI

- Four (4) days of instruction in preparation for successfully completing the FAA's Part 107 Remote Pilot Exam
- Certification essential to beginning safe, legal and effective drone operations
- Federal, state and local laws applicable to UAS operations, best practices and special considerations for operating as a public safety agency
- Approved for continuing education credit through BLEOST, Mississippi Bar and Mississippi Municipal League



Part 107 Exam
training + info
specific to public
safety operators

Taught by pilots
with Public Safety
UAS experience

No coursework
required prior to
class

Public Safety
focused
curriculum

Group discounts
available

JACKSON, MS

August 5-8, 2024

- New Rule Changes Included
- FAA & BLEOST certified Instructor (32.0 hrs CLEE credit)
- Class size limited



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 10, 2024

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

RE: Ground Control Instructor Level 1

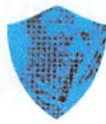
Dear Board Members:

I'm requesting Board approval for Glantz Pinter and Jason McQueary to travel to Hattiesburg, MS on July 29 thru 31, 2024 to attend Ground Control Instructor Course. The class will be held at the Forrest County Sheriff's Office. The cost of the class is \$375.00 per student, if approved upon sign up a invoice will be sent for the \$750.00 payment. We will pay for lodging, travel and meals with Department credit card. Add this to the next Board agenda please.

Thank you.

A blue ink signature of Dwayne Thornton.

Dwayne Thornton
Undersheriff

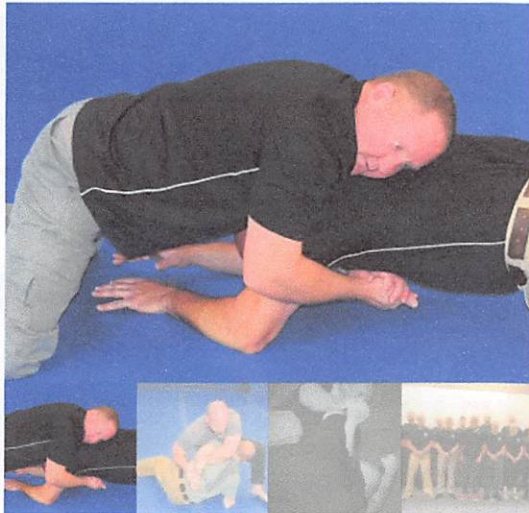


SHIELD

TACTICAL SYSTEMS

(<https://www.blueshieldtactical.com/>)

Pinter, Glantz
McQuenry, Jason



Ground Control Instructor Course

★★★★★ (36 customer reviews)

\$275.00 – \$375.00

Ground Control Instructor Level 1 Flyer
(<https://www.blueshieldtactical.com/wp-content/uploads/2017/05/Ground-Control-Instructor-Level-1-13.pdf>)

Copyright © 2014 Blue Shield Tactical Systems LLC

Type of Certification

Location

Clear

Forrest County Sheriff's Office
52 Sullivan Drive
Hattiesburg, MS 39401
0830-1730
24 hours

Hotels:

Courtyard by Marriott
119 Grand Dr.
Hattiesburg, MS 39401
(601) 268-3050

Microtel Inn & Suites by Wyndham
105 Westover Dr.
Hattiesburg, MS 39402
(601) 450-1592

\$375.00

ADD TO CART

SKU: N/A Category: Courses
(<https://www.blueshieldtactical.com/product-category/courses/>)

Description

Reviews (36)

Description

Packet Pg. 36

Attachment: Registration Fees for the Ground Control Instructor Course (RFA-2024-285 : Authority to Pay Registration Fees in the Amount of

email
invoice

Ground Control Instructor Course

5.2.C.a

This law enforcement-based Ground Control Instructor course focuses on law enforcement grappling holds and techniques that work for police in the field. You cannot be in law enforcement during our current climate and not have skills for the ground encounter. We guarantee that you will be on the ground at some point in your law enforcement career, and you need to have a blueprint to control the suspect when the fight goes into that realm. This course focuses on ground control techniques that will allow police officers to control a suspect until backup arrives, which includes control techniques that allow the officers to exhaust the suspect for handcuffing. The skills learned in this course will utilize body weight and compression learned through Brazilian Jiu-Jitsu but focuses on what we deal with in law enforcement. This course is not taught by a civilian trainer that has never put on a police uniform but is rather taught by veteran police officers that understand policy and what you deal with in the field. You'll learn from them our award-winning teaching methods during this course that allows you to become a better instructor. You don't need to be a trained martial artist to attend this training, because we're going to teach you simple yet effective solutions that you can immediately transfer to the other officers at your agency. Becoming an instructor under our systems also allows you to have free phone and email support from the head instructor which is valuable to any defensive tactics program. You'll leave this course with a newfound skill for controlling individuals on the ground as well as a better understanding of defensive tactics. This is course will have limited space due to mat space and demand for the training.

Two-year certification
Free instructor manual
Free Instructor t-shirt
Free Courtroom testimony
Instructor phone & email support
Proven control holds by Brazilian Jiu-Jitsu instructors
Law enforcement instructors teach this course to you
We understand the use of force where others may not

Cancellation Policy

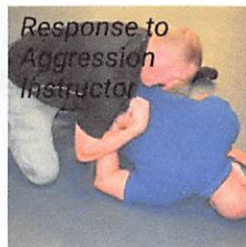
The course cancellation policy requires a minimum of a 15-day prior notice from the course start date when a student will not be attending the course. The notification to not attend will be made by email through our website, and if they identify no replacement student, cancellations with less than a 15-day notice will cause a department credit that can be used towards another future training event within one year from the original course date. We will charge no-shows without email notification the full course fee, even if the payment has not already been made. We offer a one-year future course credit as well for any no show that is charged a full course fee. This policy is in effect as of June 23, 2021, and you as a representative of your agency agree to abide by this policy by registering for any course. Please contact us by email or phone if you have questions about this cancellation policy. This policy is in place because of students that register for courses and take training slots without attending training, which removes the opportunity for another officer to attend. We pay the instructors teaching these programs based on the number of officers scheduled to attend the event, and we base our travel cost including instructor pay on registration fees. This policy is considered a binding contract between BSTS LLC and the student or student agency or company.

Related products



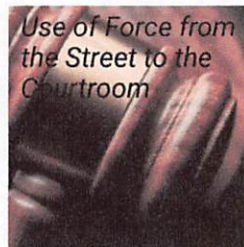
\$625.00 – \$795.00

(<https://www.blueshieldtactical.com/product/for-first-responders-new-course/>)



\$500.00 – \$700.00

(<https://www.blueshieldtactical.com/product/to-aggression-instructor/>)



\$149.00

(<https://www.blueshieldtactical.com/product/of-force-form-the-street-to-the-court-room/>)



\$399.00

(<https://www.blueshieldtactical.com/product/entry-patrol-officers/>)

SELECT OPTIONS

(<https://www.blueshieldtactical.com/product/for-first-responders-new-course/>)

SELECT OPTIONS

(<https://www.blueshieldtactical.com/product/to-aggression-instructor/>)

SELECT OPTIONS

(<https://www.blueshieldtactical.com/product/of-force-form-the-street-to-the-court-room/>)

SELECT OPTIONS

(<https://www.blueshieldtactical.com/product/entry-patrol-officers/>)

**Mississippi Baptist Bible Seminary
Registration**

Name: Lauren Carver Anthony Braggs, Amy Sistrunk School Year: 2023-2024 Semester: 2ND
 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				
<u>Logos</u>	_____	<u>9</u>	X	\$50.00	=	\$ <u>450.00</u>
<u>Bible By Ages</u>	_____	<u>9</u>	X	\$50.00	=	\$ <u>450.00</u>
<u>Min. Prac</u>	_____	<u>9</u>	X	\$50.00	=	\$ <u>450.00</u>
<u>Geography</u>	_____	<u>9</u>	X	\$50.00	=	\$ <u>450.00</u>
<u>Evangelism</u>	_____	<u>9</u>	X	\$50.00	=	\$ <u>450.00</u>
_____	_____	_____	X	\$50.00	=	\$ _____
_____	_____	_____	X	\$50.00	=	\$ _____
_____	_____	_____	X	\$50.00	=	\$ _____
Total Hours & Tuition		<u>45</u>			=	\$ <u>2250.00</u>

(3 hours per class, per student)

Audit: \$25.00 per course, (Each Semester) = \$ _____

Registration: \$75.00 (Each Semester) = \$ _____

Books or extra fees: = \$ _____

Total \$ 2250.00

Date	Payments	Purchases	Balance
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

June 11, 2024

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

RE: S.R.O. Conference

Dear Board Members:

We are asking for board approval to send Danny Stevens, Dave McCarley and Nancy Watts to the Mississippi Association of School Resource Officers conference. This training will provide these Deputies with their mandatory training hours that goes into law on July 1 2024. The conference dates are July 7-12, 2024 in Biloxi, Ms. The School District will pay for the cost of the conference and hotel fees. Please include approval for meals, and travel on our department credit card.

Thank you.

Dwayne Thornton
Undersheriff



Sheriff Bailey,

I would like to request permission for SRO Supervisors Danny Stevens, Dave McCarley and Deputy Nancy Watts to travel to Biloxi, MS July 7-12, 2024 to attend the Mississippi Association of School Resource Officers conference. The School District will pay for the cost of the conference and hotel fees. The only cost for the County will be travel and meals. This training will provide these Deputies with their mandatory training hours that goes into law on July 1, 2024. Thank you and our Board of Supervisors for your continued partnership.

Jesse Pagart
Administrator of School
Safety and Security

A handwritten signature in black ink, appearing to read "Jesse Pagart", written over a horizontal line.

06/11/2024

STATE OF MISSISSIPPI



Thomas H. Broome Juvenile Justice Center

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

June 12, 2024

Rankin County Board of Supervisors
Attn: Mr. Keith Hicks, County Administrator
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Approval for Travel

I am requesting approval for additional travel and expenses related to the 18th Annual CrossSites Conference. The Conference will be held August 20, 2024, – August 22, 2024, at the Gaylord Texan Resort and Convention Center in Dallas, TX. The conference is required by the current Zero to Three grant and all costs will be reimbursed by grant funds. The approximate cost for hotel and travel fees are listed below– **Department 163**

The reasoning for request for additional staff is I have a large amount of travel funds left in the Zero to Three grant budget that will end September 2024. The two additional staff will attend the conference August 21, 2024 – August 23, 2024.

Linda Martin – Guardian ad Litem

Hotel: (\$175.00 x 2)	\$350.00
Airport Parking (\$16.00 X3)	\$48.00
Meals: (\$69.00/day/3 days)	\$207.00
Public Transportation	\$200.00
Airfare:	\$700.00
Baggage Fee (\$30 x2)	<u>\$60.00</u>
	\$1,565.00

Destiny Tune – Guardian ad Litem

Hotel: (\$175.00 x 2)	\$350.00
Airport Parking (\$16.00 X4)	\$64.00
Meals: (\$69.00/day/3 days)	\$207.00
Public Transportation	\$200.00
Airfare:	\$700.00
Baggage Fee (\$30 x2)	<u>\$60.00</u>
	\$1,565.00

Attachment: Hotel Fees for the 18th Annual CrossSites Conference (RFA-2024-288 : Authority to Pay Hotel Fees in the Amount of \$350.00 Each

There is no registration cost for this conference.

The hotel costs are based on a \$175.00 fee per night for two nights per person. Reservations will be made at the Gaylord Texan Resort and Convention Center, 1501 Gaylord Trail, Grapevine, TX, 76051. The total amount of this check will be \$ 700.00. We respectfully request that the check to the hotel be prepared before arrival. We will pick the check up and mail it in with a copy of our reservations.

Meal costs are based on \$69.00 per day for three days. Meals will be reimbursed to conference attendees after the conference.

Flight arrangements will be made by the staff through American Airlines or other airline depending on cost and availability. Once the staff pays for the flight, we will file for reimbursement in advance of the trip. We are estimating \$700.00 per person for round trip flights to and from Dallas, TX.

The baggage fee for American Airlines is \$30 for the first bag. The roundtrip cost would be \$60 per person. The staff will file for reimbursement of these expenses when they return.

Parking at Jackson Airport is estimated to cost \$16 per day for 3 days. Staff will file for reimbursement upon return.

The staff will use public transit while at the conference. We estimate the cost to be \$200 per person. The staff will file for reimbursement of these expenses when they return.

Thank you for your assistance.

Sincerely,



Julie Thompson, Administrator
Rankin County Youth Court



Michelle Adcock

CIRCUIT CLERK
RANKIN COUNTY

215 East Government Street
P. O. Box 1599
Brandon, Mississippi 39043

Office 601-825-1466
Fax 601-825-1465

TO: Wanda Martin, Comptroller

FROM: Michelle Adcock, Circuit Clerk

DATE: May 31, 2024

RE: Criminal and Civil Bank Interest

It has come to my attention through the Mississippi Circuit Clerk's Association that bank interest from both the Criminal and Civil clearing accounts should have never been settled to the Board of Supervisors each month. I have confirmed this with the State Auditor's Technical Assistance Division.

Below is the monthly settlement that was made to the Board since I took office in January 2024. I respectfully ask that the Board of Supervisors return these funds to the Circuit Clerk's office.

	BANK INTEREST	
	Civil	Criminal
January	\$95.25	\$97.36
February	\$1,429.87	\$1,433.47
<u>March</u>	<u>\$2,354.60</u>	<u>\$2,392.39</u>
	\$3,879.72	\$3,923.22

The total amount that is requested to be returned is \$ **7,802.19**.

If you have any questions, please let me know.

Attachment: Return of Criminal & Civil Clearing Account Interest to Michelle Adcock, Circuit Clerk (\$7,802.19) (RFA-2024-289 : Approval to

Bryan Bailey

From: J. Artis Consulting, Inc. <quickbooks@notification.intuit.com>
Sent: Tuesday, June 4, 2024 11:38 AM
To: Bryan Bailey
Cc: monica@jartisconsulting.com
Subject: New payment request from J. Artis Consulting, Inc. - invoice 1139
Attachments: INVOICE_1139_from_J. Artis Consulting, Inc..pdf

INVOICE 1139



J. Artis Consulting, Inc.

DUE 07/04/2024

\$8,815.00**Print or save**

Powered by QuickBooks

To: Rankin County Sheriff 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!
J. Artis Consulting, Inc.

J. Artis Consulting, Inc.

1888 Main Street Suite C #360 Madison, MS 39110 US

monica@jartisconsulting.com

www.jartisconsulting.com

Attachment: Invoice 1139 from J. Artis Consulting, Inc. (RFA-2024-290 : Authority to Issue Check to J. Artis Consulting, Inc. in the Amount of



VFIS Claims Management
P O Box 5126
York, PA 17405
(800) 233-1957

RANKIN COUNTY FIRE FIGHTERS ASSOCIATION
211 EAST GOVERNMENT STREET
SUITE A
BRANDON, MS 39042

PAYMENT IS BEING ISSUED FOR: Langford VFD 2015 Ford VIN:8293
Less \$1,000 Deductible

CHECK NUMBER:

CLAIM NUMBER:

PAYMENT AMOUNT: \$*****27,267.29

Payment on behalf of National Union Fire Insurance Company of Pittsburgh, PA

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and subject to criminal prosecution and civil penalties.

lhess

PLEASE DETACH VOUCHER AND DEPOSIT CHECK PROMPTLY

THIS CHECK IS VOID WITHOUT A MULTI-COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW



Glatfelter Claims Management, Inc
P O Box 5126
York, PA 17405
Fax: (717) 747-7051
(800) 233-1957

60-295

313

M & T Bank
Alltoona, PA

CHECK DATE 05/29/2024
Void 90 days after this date

CLAIM NUMBER	POLICY NUMBER	PAYEE TAXPAYER ID	AGENT 1	POLICY DATES
		-***	VFIS of Miss/Lou	11/1/2023-11/1/2024
AGENT 2	POLICY HOLDER	CLAIMANT	DATE OF LOSS	
Arthur J Gallagher Risk Management Services Inc	RANKIN COUNTY FIRE FIGHTERS	RANKIN COUNTY FIRE FIGHTERS	04/27/2024	

PAY: Twenty Seven Thousand Two Hundred Sixty Seven Dollars And 29/100

\$*****27,267.29

TO THE
ORDER OF

RANKIN COUNTY FIRE FIGHTERS ASSOCIATION
211 EAST GOVERNMENT STREET
SUITE A
BRANDON, MS 39042

Jeremy H. Klunk
AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND - BORDER

Packet Pg. 45

Attachment: Authority to Issue Check to Langford Volunteer Fire Department for Insurance Proceeds Received (\$27,267.29) (RFA-2024-291)



VFIS Claims Management

183 Leader Heights Road | P.O. Box 5126 | York, PA 17405
717.741.0911 | 800.233.1957 | f: 717.747.7051 | CA License #2D89880



05/29/2024 SENT VIA EMAIL

Wanda Martin
Rankin County Fire Fighters Association
211 East Government Street
Suite A
Brandon, MS 39042

RE: Insured: Rankin County Fire Fighters Association
Policy Number: [REDACTED]
Claim Number: [REDACTED]
Date of Loss: 04/27/2024
Description: 2015 Ford Rescue Lt / VIN: 1FD823H65FEC88293

Dear Ms. Martin:

VFIS Claims Management is handling this matter on behalf of National Union Fire Insurance Company of Pittsburgh, PA. We are pleased to issue a payment, in the amount of \$27,267.29, representing the repair costs based on the attached appraisal prepared by Premiere Capital Adjusters. The check will be mailed separately. The \$1,000.00 policy deductible has been applied.

Please provide a copy of the appraisal and this letter to your selected repairer before repairs commence. When your vehicle is taken to the shop, please request that they help preserve your rights under the insurance policy by advising you immediately if they are unable to complete the repairs as quoted on the original appraisal or if additional damage is found.

If you wish to present a supplemental claim, you or your representative must contact Appraiser [REDACTED] for approval before any supplemental work is completed. If you are unable to reach the Appraiser, please contact me directly.

We are happy to have been of service. Please feel free to contact me if you have any questions at the toll-free number above.

Sincerely,



Logan Hess
Auto Claims Representative III
Extension: 7616

Email: lhess@glatfelters.com

c: VFIS of Miss/Lou, Arthur J Gallagher Risk Management Services Inc

Attachment: Authority to Issue Check to Langford Volunteer Fire Department for Insurance Proceeds Received (\$27,267.29) (RFA-2024-291 :



Providing Benefits for Life

May 20, 2024

Honorable Robert Hancock
Rankin County Constable
109 Sycamore Way
Florence MS 39073

RE: 2023 Constable Annual Financial Report

Dear Mr. Hancock:

PERS ID: 0000406444

The Public Employees' Retirement System of Mississippi (PERS) has audited your 2023 Annual Financial Report and has determined that you owe employee and employer contributions totaling \$18,366.52 plus interest \$171.42. If after reviewing the calculations on the enclosed worksheets you have any questions, please call, or write this office.

If you agree with our calculations, please remit \$18,537.94 to PERS within 30 days to avoid additional interest, which is accruing daily at an annual rate of 8 percent. Your payment is due **on or before June 16, 2024**.

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

Sincerely,

A handwritten signature in cursive script that reads "JoAnne Jackson".

JoAnne Jackson
Retirement Specialist II
Employer Reporting

Enclosure(s): 2023 Annual Financial Report

Issue check to PERS for \$12105.20

Attachment: Payment of Adjusted 2023 PERS for Constable Robert Hancock (\$12,105.20) (RFA-2024-292 : Authority to Issue Check in the

TO: RANKIN COUNTY BOARD OF SUPERVISORS & CLERK OF THE BOARD
FROM: KIM GRIFFITH, INVENTORY CONTROL CLERK
RE: INVENTORY CHANGES
DATE: June 17, 2024

Please remove the following items:

From Dept. 156 – Building

<u>Asset</u>	<u>Description</u>	<u>Serial#</u>	<u>Reason</u>
14794	IPhone 11	089267233708812097	Broken

From Dept. 156 – Building

<u>Asset</u>	<u>Description</u>	<u>Serial#</u>	<u>Reason</u>
14317	IPhone 11	612349235	Broken
12104	Glock 17	BGSX876	Sold to retiree Ronnie Moore \$10
8611	Winch	1717089	Broken

Please transfer the following items:

From Dept. 200 – Sheriff to Dept. 103 – Tax Assessor

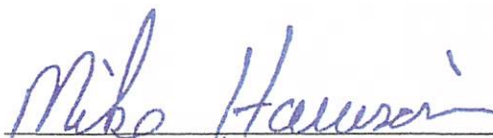
<u>Asset</u>	<u>Description</u>	<u>Serial#</u>
12606	2010 Audi Q5	WA1LKAFP6AA097583
8588	2012 Nissan Pathfinder	5N1AR1NN3CC612020

Attachment: Inventory Changes (RFA-2024-293 : Approval of the Following Inventory Changes to Add Items, Remove Items from the County

Rankin County

Personnel Recommendation

I, Mike Harrison, Road Department Manager, hereby recommends the within named, Wyatt Flowers, for the part-time position of Laborer with the Rankin County Road Department effective 06/10/2024.



Signature/ Mike Harrison
Road Department Manager



Approved

____ Not Approved



Board President

Additional Comments:

Salary

	Present	Proposed
Step		273
Hourly	\$	
Bi-Weekly		
Annual	\$	

Rankin County

Personnel Recommendation

I, Renee Lawrence, Community Development Director, hereby recommends the within named, **Troy Clark**, for a salary increase with the Community Development department effective 07/01/2024.



Signature/ Keith Hicks

☒ Approved

☐ Not Approved



Board President

Additional Comments:

Salary

	Present	Proposed
Step	382	384
Hourly		
Bi-Weekly		
Annual		

Rankin County

Personnel Recommendation

I, Renee Lawrence, Community Development Director, hereby recommends the within named, Mark DiMartino, for a salary increase with the Community Development department effective 07/01/2024.



Signature/ Keith Hicks

☒ Approved

☐ Not Approved



Board President

Additional Comments:

Salary

	Present	Proposed
Step	382	384
Hourly		
Bi-Weekly		
Annual		

Rankin County

Personnel Recommendation

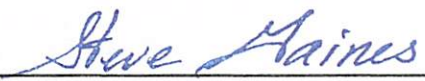
I, Renee Lawrence, Community Development Director, hereby recommends the within named, **John Anthony Guy**, for a salary increase with the Community Development department effective 07/01/2024.



Signature/ Keith Hicks

☒ Approved

☐ Not Approved



Board President

Additional Comments:
Anthony is being promoted to Building Official.

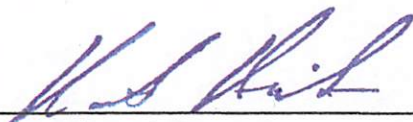
Salary

	Present	Proposed
Step	382	432
Hourly		
Bi-Weekly		
Annual		

Rankin County

Personnel Recommendation

I, Renee Lawrence, Community Development Director, hereby recommends the within named, Lauren Haddox, for a salary increase with the Community Development department effective 07/01/2024.



Signature/ Keith Hicks

☒ Approved

☐ Not Approved



Board President

Additional Comments:

Salary

	Present	Proposed
Step	337	449
Hourly		
Bi-Weekly		
Annual		

Rankin County

Personnel Recommendation

I, Renee Lawrence, Community Development Director, hereby recommends the within named, **Kayla Harrell**, for a salary increase with the Community Development department effective 07/01/2024.



Signature/ Keith Hicks

☒ Approved

☐ Not Approved



Board President

Additional Comments:

Salary

	Present	Proposed
Step	297	364
Hourly		
Bi-Weekly		
Annual		

Rankin County

Personnel Recommendation

I, Renee Lawrence, Community Development Director, hereby recommends the within named, **Brian Measells**, for a salary increase with the Community Development department effective 07/01/2024.



Signature/ Keith Hicks

☒ Approved

☐ Not Approved



Board President

Additional Comments:

Brian is being promoted to Community Development Director.

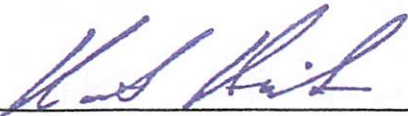
Salary

	Present	Proposed
Step	428	502
Hourly		
Bi-Weekly		
Annual		

Rankin County

Personnel Recommendation

I, Renee Lawrence, Community Development Director, hereby recommends the within named, **Teresa Smith**, for a salary increase with the Community Development department effective 07/01/2024.



Signature/ Keith Hicks

☒ Approved

☐ Not Approved



Board President

Additional Comments:

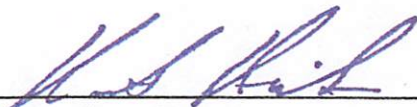
Salary

	Present	Proposed
Step	297	308
Hourly		
Bi-Weekly		
Annual		

Rankin County

Personnel Recommendation

I, Renee Lawrence, Community Development Director, hereby recommends the within named, Katherine Vanek, for a salary increase with the Community Development department effective 07/01/2024.



Signature/ Keith Hicks

☒ Approved

☐ Not Approved



Board President

Additional Comments:

Salary

	Present	Proposed
Step	364	366
Hourly		
Bi-Weekly		
Annual		

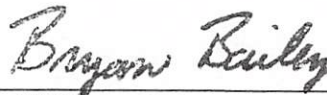
Rankin County

Personnel Recommendation

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

Daniel Barnett be considered for the position of/promotion to **A.D.C. Administrator**

at pay step **407** effective on the **28th** day of **May, 2024**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed: 
County Administrator


Board President

Additional Comments:

Daniel was promoted from Lieutenant to Administrator in A.D.C.

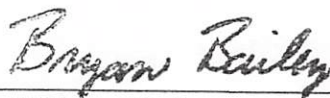
Department Code: 001-220-432

	Present	Recommended
Step	385	407
Hourly Rate		
Bi-Weekly Rate		
Annual Salary		

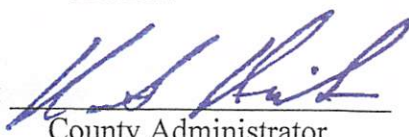
Rankin County

Personnel Recommendation

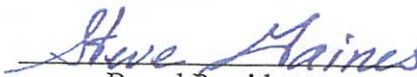
I, Sheriff Bryan Bailey, do hereby recommend the within named,
Marlon Campbell be considered for the position of/promotion to **Jailer 1**
 at pay step **304** effective on the **8th** day of **July, 2024**.


 Sheriff Bryan Bailey

Approved 
 Disapproved _____

Signed: 

County Administrator


 Board President

Additional Comments:

Marlon is a new hire for A.D.C.

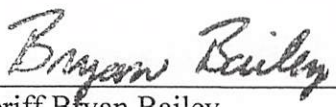
Department Code: 001-220-432

	Present	Recommended
Step	0	304
Hourly Rate	\$0	
Bi-Weekly Rate	\$0	
Annual Salary	\$0	

Rankin County

Personnel Recommendation

I, Sheriff Bryan Bailey, do hereby recommend the within named,
Dalton, Perry be considered for the position of/promotion to **Jailer 1**
 at pay step **304** effective on the **03rd** day of **June, 2024**.


 Sheriff Bryan Bailey

Approved ☒
 Disapproved ☐

Signed: 

County Administrator


 Board President

Additional Comments:

Dalton is a new hire for A.D.C.

Department Code: 001-220-432

	Present	Recommended
Step	0	304
Hourly Rate	\$0	
Bi-Weekly Rate	\$0	
Annual Salary	\$0	



May 20, 2024

Mr. Steve Gains, President
Board of Supervisors of Rankin County Mississippi
P. O. Box 700
Brandon, MS 39042

Dear Mr. Gains,

At a regular monthly business meeting of The First Baptist Church of Florence, Mississippi held on May 19, 2024, a motion was adopted to deed the following lots to Rankin County Mississippi:

- Lot 92, Block "J" Shady Lake Subdivision, Part 3, Rankin County, Mississippi. Albert C. Ferrell deeded this lot to our church by a Special Warranty Deed dated November 3, 1978.
- Lot 20, Block 58, Sherwood Forest Subdivision, Part 9, Rankin County, Mississippi. Albert C. Ferrell deeded this lot to our church by a Quitclaim Deed dated December 27, 1979.
- Lot 9, Block 88, Sherwood Forest Subdivision, Part 16-A, Rankin County, Mississippi. Albert C. Ferrell deed this lot to our church by a Quitclaim Deed on December 27, 1979.

Upon receiving a letter of approval from the Rankin County Board of Supervisors to accept Quitclaim Deeds from The First Baptist Church of Florence, Mississippi for each of the three lots listed above, we will prepare the Quitclaim Deeds to be executed by our trustees and deliver these to you.

Sincerely,

Harold Weess
Church Clerk

102 East Main Street · Post Office Box 97 · Florence, Mississippi 39073
P 601.845.7578 · F 601.845.1686 · firstflorence.com

Sam Taylor, SENIOR PASTOR · Byron Green, MINISTER OF MUSIC · Ryan Keith, MINISTER OF YOUTH
Alyssa Taylor, INTERIM DIRECTOR OF PRESCHOOL/CHILDREN



SF-9 BK 58
6-20

5.5.A.a

4



Book:2024 Page:11586-11589
DEED
RCD: 05/31/2024 @09:23:59 AM
Rankin County, MS - Chancery Clerk
MARK S. SCARBOROUGH

Prepared by:

WILLIAM E. CAVANAUGH [MSB 5934]
205 College Street
Post Office Box 314
Florence, MS 39073
PHONE: (601) 573-9576
EMAIL: billcavanaugh.law@gmail.com

Return to:

Rankin County Chancery Clerk
211 East Government Street, Suite D
Post Office Box 700
Brandon, MS 39043
PHONE: (601) 845-1469

STATE OF MISSISSIPPI

COUNTY OF RANKIN

INDEXING INSTRUCTIONS: A parcel in the Section 2, Township 4 North, Range 3 East,
Rankin County, Mississippi

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **THE FIRST BAPTIST CHURCH OF FLORENCE, MISSISSIPPI, GRANTOR** herein, by and through their undersigned Trustees, does hereby convey and quitclaim unto

Attachment: Vardoc Donation of Land from The First Baptist Church of Florence (Quitclaim Deeds) (20457 : Various Documents)

GRANTEE, RANKIN COUNTY MISSISSIPPI, all right, title and interest which they may now or ever have had in and to the following described real property located and situated in Rankin County, Mississippi:

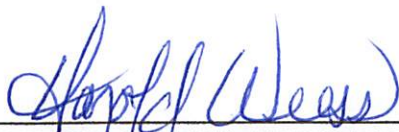
Lot 20, Block 58 Sherwood Forest Subdivision, Part 9, Rankin County, Mississippi, S 2, T4N, R3E

together with all improvements situated thereon and all appurtenances thereunto belonging.

This conveyance is made subject to all applicable covenants, easements and mineral reservation of record.

Witness the signatures of the Trustees undersigned for and on behalf of the Grantor, this the

30th day of May, 2024.


HAROLD WEESS, TRUSTEE


WILLIAM E. CAVANAUGH, TRUSTEE

STATE OF MISSISSIPPI

COUNTY RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30th day of May, of 2024, within my jurisdiction, the within named **HAROLD WEESS**, who acknowledged that he executed the above and foregoing instrument as Trustee for the Grantor **THE FIRST BAPTIST CHURCH OF FLORENCE**.

Tonya L. Quick
NOTARY PUBLIC

My Commission Expires:

8.19.2024

STATE OF MISSISSIPPI

COUNTY RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30th day of May, of 2024, within my jurisdiction, the within named **WILLIAM E. CAVANAUGH**, who acknowledged that he executed the above and foregoing instrument as Trustee for the Grantor **THE FIRST BAPTIST CHURCH OF FLORENCE**.

Tonya L. Quick
NOTARY PUBLIC

My Commission Expires:

8.19.2024



Grantor's Address:

The First Baptist Church of Florence102 East Main StreetFlorence, Ms 39073

Telephone Number:

601-845-7578

Grantee's Addresses:

Rankin County, Mississippi211 East Government StreetBrandon, Ms 39042

Telephone Number:

601-825-1469*W. M. Alcorn*

SF 16 A BIK-88
L-9



Book:2024 Page:11582-11585
DEED
RCD: 05/31/2024 @09:23:58 AM
Rankin County, MS - Chancery Clerk
MARK S. SCARBOROUGH

5.5.A.a

Prepared by:

WILLIAM E. CAVANAUGH [MSB 5934]
205 College Street
Post Office Box 314
Florence, MS 39073
PHONE: (601) 573-9576
EMAIL: billcavanaugh.law@gmail.com

Return to:

Rankin County Chancery Clerk
211 East Government Street, Suite D
Post Office Box 700
Brandon, MS 39043
PHONE: (601) 845-1469

STATE OF MISSISSIPPI

COUNTY OF RANKIN

INDEXING INSTRUCTIONS: A parcel in the Section 2, Township 4 North, Range 3 East,
Rankin County, Mississippi

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **THE FIRST BAPTIST CHURCH OF FLORENCE, MISSISSIPPI, GRANTOR** herein, by and through their undersigned Trustees, does hereby convey and quitclaim unto

Attachment: Vardoc Donation of Land from The First Baptist Church of Florence (Quitclaim Deeds) (20457 : Various Documents)

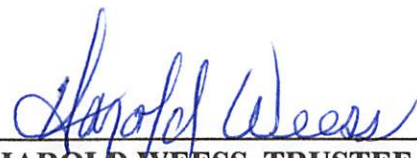
GRANTEE, RANKIN COUNTY MISSISSIPPI, all right, title and interest which they may now or ever have had in and to the following described real property located and situated in Rankin County, Mississippi:

Lot 9, Block 88 Sherwood Forest Subdivision, Part 16-A, Rankin County, Mississippi, S 2, T4N, R3E

together with all improvements situated thereon and all appurtenances thereunto belonging.

This conveyance is made subject to all applicable covenants, easements and mineral reservation of record.

Witness the signatures of the Trustees undersigned for and on behalf of the Grantor, this the 30th day of May, 2024.


HAROLD WEESS, TRUSTEE


WILLIAM E. CAVANAUGH, TRUSTEE

STATE OF MISSISSIPPI

COUNTY RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30th day of May, of 2024, within my jurisdiction, the within named **HAROLD WEESS**, who acknowledged that he executed the above and foregoing instrument as Trustee for the Grantor **THE FIRST BAPTIST CHURCH OF FLORENCE**.

Tonya L. Quick
NOTARY PUBLIC

My Commission Expires:

8.19.2024

STATE OF MISSISSIPPI

COUNTY RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30th day of May, of 2024, within my jurisdiction, the within named **WILLIAM E. CAVANAUGH**, who acknowledged that he executed the above and foregoing instrument as Trustee for the Grantor **THE FIRST BAPTIST CHURCH OF FLORENCE**.

Tonya L. Quick
NOTARY PUBLIC

My Commission Expires:

8.19.2024



Grantor's Address:

The First Baptist Church of Florence102 East Main StreetFlorence, Ms 39073

Telephone Number:

601-845-7578

Grantee's Addresses:

Rankin County, Mississippi211 East Government StreetBrandon, Ms 39042

Telephone Number:

601-825-1469

SL-3J
L-92



Book:2024 Page:11590-11593

DEED

RCD: 05/31/2024 @09:24:00 AM

Rankin County, MS - Chancery Clerk

MARK S. SCARBOROUGH

Prepared by:

WILLIAM E. CAVANAUGH [MSB 5934]
205 College Street
Post Office Box 314
Florence, MS 39073
PHONE: (601) 573-9576
EMAIL: billcavanaugh.law@gmail.com

Return to:

Rankin County Chancery Clerk
211 East Government Street, Suite D
Post Office Box 700
Brandon, MS 39043
PHONE: (601) 845-1469

STATE OF MISSISSIPPI

COUNTY OF RANKIN

INDEXING INSTRUCTIONS: A parcel in the Section 11, Township 4 North, Range 3 East,

Rankin County, Mississippi

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **THE FIRST BAPTIST CHURCH OF FLORENCE, MISSISSIPPI, GRANTOR** herein, by and through their undersigned Trustees, does hereby convey and quitclaim unto

Attachment: Vardoc Donation of Land from The First Baptist Church of Florence (Quitclaim Deeds) (20457 : Various Documents)

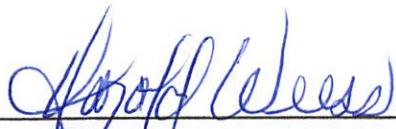
GRANTEE, RANKIN COUNTY MISSISSIPPI, all right, title and interest which they may now or ever have had in and to the following described real property located and situated in Rankin County, Mississippi:

**Lot 92, Block "J" Shady Lake Subdivision, Part 3, Rankin County, Mississippi,
S 11, T4N, R3E**

together with all improvements situated thereon and all appurtenances thereunto belonging.

This conveyance is made subject to all applicable covenants, easements and mineral reservation of record.

Witness the signatures of the Trustees undersigned for and on behalf of the Grantor, this the 30th day of May, 2024.



HAROLD WEESS, TRUSTEE



WILLIAM E. CAVANAUGH, TRUSTEE

STATE OF MISSISSIPPI

COUNTY RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30th day of May, of 2024, within my jurisdiction, the within named **HAROLD WEESS**, who acknowledged that he executed the above and foregoing instrument as Trustee for the Grantor **THE FIRST BAPTIST CHURCH OF FLORENCE**.

Tonya L. Quick
NOTARY PUBLIC

My Commission Expires:

8.19.2024



STATE OF MISSISSIPPI

COUNTY RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30th day of May, of 2024, within my jurisdiction, the within named **WILLIAM E. CAVANAUGH**, who acknowledged that he executed the above and foregoing instrument as Trustee for the Grantor **THE FIRST BAPTIST CHURCH OF FLORENCE**.

Tonya L. Quick
NOTARY PUBLIC

My Commission Expires:

8.19.2024

Grantor's Address:

The First Baptist Church of Florence102 East Main StreetFlorence, Ms 39073

Telephone Number:

601-845-7578

Grantee's Addresses:

Rankin County, Mississippi211 East Government StreetBrandon, Ms 39042

Telephone Number:

601-825-1469

Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff



Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CP,
Deputy Executive Director/Administrative

5.5.A.b

May 28, 2024

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

PROJECT: STP-7331-00(007)LPA/109168
COUNTY: Rankin

Dear Sirs:

Reference is made to the agreement between the Rankin County Board of Supervisors and the Mississippi Department of Transportation for the construction of the captioned project.

An inspection of this project was made on May 20, 2024, by representatives of the Mississippi Department of Transportation, and the Rankin County Board of Supervisors.

It was determined that all work has been satisfactorily completed in reasonable close conformity with the plans and specifications, and it was agreed that the contractor should be relieved of maintenance thereafter, effective May 21, 2024.

Final acceptance is being deferred until all obligations imposed under the contract as well as all necessary remaining measurements and computations essential to the final estimate for final payment have been fulfilled.

Rankin County Board of Supervisors
 May 28, 2024
 Page 2

Attached is a sample copy of a letter to the contractor releasing him from maintenance on the project. You will note that this does not constitute final acceptance until all test results have been evaluated and approved.

Sincerely,

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

RL:ss

pc:
 LPA Engineer
 Planning Engineer
 Materials Engineer
 Financial Management Director
 Environmental Director
 Director of Intermodal Planning
 Programs Manager
 District Engineer (Patterson)
 District LPA Engineer (Tillery)
 Project Engineer (Keys)
 Central Records
 Construction File
 Engineering Service

BY:


 DAVID S. MARTIN, P.E.
 STATE CONSTRUCTION ENGINEER

APPROVED:


 EARL GLENN, P.E.
 DEPUTY EXECUTIVE DIRECTOR/CHIEF ENGINEER


 BRAD WHITE
 EXECUTIVE DIRECTOR

Attachment:

Sample Urban Maintenance Release

Date

Contractor's name

Attn: Prime contractor's representative that executes the contract shown in Section 902

Contractor's address

Contractor's city, state, and zip

Re: Full Maintenance Release

PROJECT NO:

COUNTY:

Dear Sir/Madam:

Reference is made to your contract with the City of_____.

Subject to the provisions and requirements of the contract, this is our formal notice that you are hereby conditionally released of further maintenance and public liability, on items of your contract completed in accordance with the contract, effective _____.

Final acceptance is being deferred until all duties and obligations imposed under the contract have been fulfilled, except for necessary remaining measurements and computations essential to the final estimate, and for final payment.

As provided in the contract, in the event items of work are found to be deficient, or defective as evidenced by unsatisfactory test reports of materials incorporated into the work, you are to assume full responsibility for corrective measures, and are to reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

Sincerely,

pc:

State LPA Engineer-MDOT 77-01

State Construction Engineer-MDOT 73-01

District Engineer-MDOT

District LPA Coordinator

Central Records-MDOT 89-01

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 12TH DAY OF JUNE, 2024, personally came Marcus Bowers, publisher of the Rankin County News

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
MAY 15, 2024

I. Call to Order
9:00 AM Meeting called to order on May 15, 2024 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees:
Steve Gaines, President, Present
Brad Calhoun, Vice President, Present
Sid Scarbrough, Supervisor District 1, Present
Scott Berry, Supervisor District 2, Present
Jay Bishop, Supervisor District 5, Present
Mark S Scarborough, Chancery Clerk, Present
Craig Slay, Board Attorney, Present
Keith Hicks, Board Administrator, Present

II. INVOCATION
Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION
A. Recognition of Rankin County Deputy David Hicks for Life Saving Actions

IV. OLD BUSINESS
A. Minutes Approval: A. May 6, 2024
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

V. CONSENT AGENDA
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

1. APPROVAL OF THE FOLLOWING:
Financial
A. amount of \$11,049,410.56

B. Acknowledge receipt of Budget and Financial Reports for the month of May 2024

C. Approval of Budget Amendment for an increase in the Road department to utilize settlement received from Air Gas-Andrew Jackson Circle and MDOT-Old Fannin Road Overlay project reimbursement

D. Approval of Budget Amendment for the I.T. Dept. to transfer between line items, no increase

E. Approval of Budget Amendment for Community Development to transfer between line items, no increase

F. Approval of Budget Amendment for an increase in the BOS for Economic Development - purchase of land

G. Approval of budget amendment for the Maintenance Dpt. to transfer between line items, no increase

Contracts, Agreements and Grants

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 says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

MINUTES

MAY 15, 2024

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

Vol 176 No. 49 on the 12th day of June, 2024

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 12th day of June, 2024

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)

2,910 words at .12 each \$349.20

Proof of Publication NC

TOTAL \$349.20



Attachment: Vardoc May 15, 2024 Minutes (Proof) (20457 : Various Documents)

MAY 15, 2024

PROOF OF PUBLICATION

H. Approval of Assignment of Residential Leasehold Interest Contract for Sixteenth Section Lands between RPA Properties, LLC (Assignor) do hereby sell, convey, and warrant unto Denham Solutions, LLC (Assignee)

I. Approval of Amendment to the Assignment of Residential Leasehold Interest Contract for Sixteenth Section Lands between Rankin County Board of Education (Lessor) do hereby sell, convey, and warrant unto Payten Lavelle Yuong (Lessee)

2. AUTHORITY TO ISSUE CHECKS: Dues and Training Conferences

A. Authority to pay registration fees in the amount of \$550.00 each for Zachary Cotton and Christopher Cousin to attend a "Basic Bloodstream Pattern Analysis" class on October 28 through November 1st, 2024, in Pearl, MS. Authority to issue check upon receipt of invoice and authority to pay any travel related expenses.

B. Authority to pay Membership Dues for the International Association of Arson Investigators in the amount of \$128.00 for Justin Barnette and authority to issue check

C. Authority to pay annual training passes in the amount of \$6,495.00 for James Rayborn to take classes through Magnet Forensics, which specializes in phone data extractions, and authority to attend the GK 200 Class on June 18 - 21, 2024, in Gulfport, MS and authority to issue check and pay any travel related expenses

Other

D. Authority to issue check in the amount \$13,672.58 to PERS for underpayment of 2023 PERS contributions for Glenn Dixon

E. Authority to issue check to J. Artis Consulting, Inc. in the amount of \$8,385.00 for Consulting Services for the Sheriff's Department

F. Authority to issue check for reimbursement to Michelle Adcock, Circuit Clerk, for an incorrect check in the amount of \$21.50

G. Authority to refund Bradley & Catrina Plunkett building permit fee in the amount of \$955.00, due to rising cost and inability to proceed financially at this time. Building Permit #23-02551, dated September 12, 2023 and authority to issue check

H. Acknowledge receipt of Jefcoat Fence invoice for gate repair and authority to issue check for \$173.00

3. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Lakisha Anderson (Transfer from J.D.C. to A.D.C., Jailer II) at Step 320; Dustin Chavers (New Hire, Jailer I) at Step 304; Montana Fortenberry (Transfer from A.D.C. to J.D.C., Jailer I) at Step 308; Joshua Maulden (New Hire, Jailer I) at Step 304; Faith Aliyssa Ann Pendergrass (Summer Internship) at Step 220; Road Department: Marcus Varnes (New Hire, full-time Laborer) at Step 314; Youth Court: Samuel Calzadilla (New Hire; Part-time Drug Court Supervision Officer) at Step 338 (This will be 100% Grant Funded); Tax Assessor: Traci Massey (New Hire; Full-time Deputy Clerk) at Step 313; Chancery Court: Order appointing and setting salary for Law Clerk I, Autumn Sills (\$43,100.00)

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

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

VI. BRIAN GRANTHAM, EMERGENCY MANAGEMENT OPERATIONS

A. Report on Damage Assessment from the storms in the county on May 9th

VII. STACI MCNINCH, TAX ASSESSOR

A. Petitions to adjust 2023 Homestead Exemption Supplemental Roll

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Petitions for change of assessment on 2023 Real Property Assessments

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

VIII. MIKE HARRISON, ROAD MANAGER

A. Request for approval of Thomasville Water Association Utility Permit No. 21005 to construct a water line along/across multiple county roads to be installed between Star Road, Shell Oil Road, and Garrett Road (Districts 1)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Sid Scarbrough, Supervisor District 1

SECONDER: Brad Calhoun, Vice President

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Authority to add "Request for approval of AT&T permit for repair on Fannin Landing Circle"

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Request for approval of AT&T permit for repair on Fannin Landing Circle

RESULT ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Request for approval of AT&T permit for repair on Fannin Landing Circle

RESULT ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

IX. TIM PARKER, COUNTY CONSULTING ENGINEER

A. New Haven, Phase 2 & Phase 3 - Approval of Construction Drawings (District 3)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Approve Pay Application Number One from Hemphill Construction Company, Inc. for work performed on the Gunter Road Improvements Phase II project for \$60,435.00 and authority to issue the check

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Sid Scarbrough, Supervisor District 1

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Approve Contract Change Order Number One for the Gunter Road Improvements Phase II Project. This change order reflects an increase of \$2,026.00 to facilitate the tie-in to an unknown existing water line and to authorize the substitution of C900 with SDR 26 Water Line

RESULT: ADOPTED [UNANIMOUS]

MOVER: Sid Scarbrough, Supervisor District 1

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

X. CRAIG SLAY, BOARD ATTORNEY SET PUBLIC HEARINGS:

A. Set Public Hearing for May 30, 2024, at 9:00 a.m. for Robert & Shawna Vance Nuisance Property, 270 Applewood Lane (District 3)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Set Public Hearing for May 30, 2024, at 9:00 a.m. for Stephen Palmer Nuisance Property, 119 Touchstone Road (District 3)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Set Public Hearing for May 30, 2024, at 9:00 a.m. for Jenne McElhenney & Austin Pickering Nuisance Property, 376 Andrew Chapel Road (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

D. Set Public Hearing for May 30, 2024, at 9:00 a.m. for Lydia V. Randall Nuisance Property, 206 Lakeshore Road (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

E. Set Public Hearing for May 30, 2024, at 9:00 a.m. for James Ray Shedd Jr. Nuisance Property, 123 Pole Bridge Road (District 4)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

F. Set Public Hearing for May 30, 2024, at 9:00 a.m. for Jeff Nunn Nuisance Property, 235 Joe Davis Drive (District 3)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

G. Public Hearing for Tyler Land Conditional Use Permit, Grants Ferry Road (District 2)

1. Action on Tyler Land Holdings Board Attorney, Craig Slay, opened the Public Hearing

Upon hearing no comment, the board attorney then closed the Public Hearing

Motion to Approve

RESULT: ADOPTED [UNANIMOUS]

MOVER: Scott Berry, Supervisor District 2

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

H. Public Hearing for Jessica Marin Conditional Use Permit, Levi Cooper Road (District 3)

1. Action on Jessica Marin Board Attorney, Craig Slay, opened the Public Hearing

Upon hearing no comment, the board attorney then closed the Public Hearing

Motion to Approve

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Sid Scarbrough, Supervisor District 1

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

I. Public Hearing for Brittany Everett Conditional Use Permit, 553 Rose Hill Road (District 3)

1. Action on Brittany Everett Board Attorney, Craig Slay, opened the Public Hearing

Upon hearing no comment, the board attorney then closed the Public Hearing

Motion to Approve with conditions

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Sid Scarbrough, Supervisor District 1

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

J. Public Hearing for Brittany Everett Conditional Use Permit, 551 Rose Hill Road (District 3)

1. Action on Brittany Everett Board Attorney, Craig Slay, opened the Public Hearing

Upon hearing no comment, the board attorney then closed the Public Hearing

Motion to Approve with conditions

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

K. Public Hearing for Rankin County Initiated Rezoning, Highway 471 (District 4)

1. Action on Rankin County Initiated Rezoning Board Attorney, Craig Slay, opened the Public Hearing

William Magee (4062 Hwy 741) inquired about possible affects on zoning and tax assessments

Upon hearing no further comment, the board attorney then closed the Public Hearing

Motion to Approve

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

Attachment: Vardoc May 15, 2024 Minutes (Proof) (20457 : Various Documents)

MAY 15, 2024

PROOF OF PUBLICATION

L. Public Hearing for Hindu Temple Society of Mississippi Conditional Use Permit, 173 Vernon Jones Avenue (District 5)

1. Action on Hindu Temple Society of Mississippi

Board Attorney, Craig Slay, opened the Public Hearing

One call was made in opposition to this request

Upon hearing no comment, the board attorney then closed the Public Hearing

Motion to Approve with conditions

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

OTHER:

M. Authority to Add "Discussion of and Potential Action on drainage issues in Mill Creek Subdivision"

RESULT: ADOPTED [UNANIMOUS]

MOVER: Scott Berry, Supervisor District 2

SECONDER: Brad Calhoun, Vice President

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

N. Discussion of and Potential Action on drainage issues in Mill Creek Subdivision

Board Attorney, Craig Slay, opened this issue up for public discussion.

Three members of the homeowner's association came forward to speak:

Adam Day (161 Westlake Dr),

Dee Moses (110 Westlake Dr), and

Clyde Deschamps (159 Westlake Dr)

described the issues with the curbs and drainage and what the homeowners have been enduring.

Motion to authorize Rankin County Road Manager, Mike Harrison, and County Engineer, Tim Parker, to investigate these drainage issues, get an estimate on a solution, and to work with the homeowner's association on getting waivers from the homeowners

RESULT: ADOPTED [UNANIMOUS]

MOVER: Scott Berry, Supervisor District 2

SECONDER: Sid Scarbrough, Supervisor District 1

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

O. Zoning Violation/Nuisance Property Review for Andrew Butler, 156 Westlake Drive (District 2)

Board Attorney, Craig Slay, opened this Nuisance Property Review

Andrew Butler (156 Westlake Drive) and his representative, Sarah-Lindsey Hammons, detailed their efforts to request details on what issues are involved in the nuisance complaint and to comply with the Homeowner's Association and neighbors. They also expressed concerns about surveillance of the property and privacy.

Dee Moses (110 Westlake Dr), president of the homeowner's association, discussed a timeline of events that led to the nuisance complaint and went into detail about the issues.

Hearing no further comment, the board attorney closed this review to public comment

RESULT: NO ACTION

P. Authority to Add "Motion to set Nuisance Zoning Violation hearing for Andrew Butler, 156 Westlake Dr (District 2) for May 30th at 9:00 A.M."

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

Q. Motion to set Nuisance Zoning Violation hearing for Andrew Butler, 156 Westlake Dr (District 2) for May 30th at 9:00 A.M.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

R. Discussion of and potential action on standard allowance adjustment to lost revenue amount related to ARPA funds

RESULT: NO ACTION

S. Acknowledgment of receipt of Final Judgment Setting Aside Tax Sale and Authorizing Refund to Tax Sale Buyer. Authorization to issue refund to tax sale buyer for 2020 tax sale, PPIN 12817. Authority to void tax sales for 2021, 2022 for PPIN 12817 and to issue refunds. Authority to void receipt of tax payment for 2023 for PPIN 12817

and to issue refund

RESULT: ADOPTED [UNANIMOUS]

MOVER: Scott Berry, Supervisor District 2

SECONDER: Jay Bishop, Supervisor District 5

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

XI. KEITH HICKS, COUNTY ADMINISTRATOR

A. Approval of transfer of funds in the amount of \$1,150,000 from the Grand Gulf Fund (108) to Volunteer Fire Fund (106) for the purchase of new fire trucks as approved by the FY24 budget

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Acknowledge receipt of two 2023 Pierce Commercial Pumps and a 2023 Pierce Tanker for the Puckett Volunteer Fire Department, Walters Fire Department, and the Cato Volunteer Fire Department and authority to issue check for PO 220940 as listed on invoice

RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Vice President

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

XII. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Authority to Add "Discussion and Potential Action on Castlewoods Boulevard and Bradford Drive intersection drainage issues"

RESULT: ADOPTED [UNANIMOUS]

MOVER: Scott Berry, Supervisor District 2

SECONDER: Brad Calhoun, Vice President

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Supervisor Brad Calhoun stepped out of Board Meeting

C. Discussion and Potential Action on Castlewoods Boulevard and Bradford Drive intersection drainage issues

Motion to authorize Rankin County Road Manager, Mike Harrison, and County Engineer, Tim Parker to take the steps needed to further evaluate the drainage issue, tributary, and culvert

RESULT: ADOPTED [UNANIMOUS]

MOVER: Scott Berry, Supervisor District 2

SECONDER: Jay Bishop, Supervisor District 5

AYES: Steve Gaines, Sid Scarbrough, Scott Berry, Jay Bishop

ABSENT: Brad Calhoun

D. Supervisor Brad Calhoun returned to Board Meeting

XIII. EXECUTIVE SESSION

A. Motion to Discuss the need for an Executive Session

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Motion to Go into an Executive Session for personnel, property acquisition, and litigation discussions

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Motion to Come out of the Executive Session

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jay Bishop, Supervisor District 5

SECONDER: Scott Berry, Supervisor District 2

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

D. Motion to Outcome of Executive Session

RESULT: NO ACTION TAKEN

No action taken

XIV. ADDITIONAL BUSINESS (CONTINUED)

A. Authority to Add two items:

- "Authority to execute full final settlement agreement, release agreement, and dismissal of lawsuit titled 'Rankin County vs Joe and Brenda Edwards' regarding the Palo Verde subdivisions"

- "Authority to execute an agreement with Coldwell Banker

Richard Ellis real estate firm to conduct a facility review with respect to the county hospital and authority to issue check upon legal counsel approval of said agreement"

RESULT: ADOPTED [UNANIMOUS]

MOVER: Scott Berry, Supervisor District 2

SECONDER: Sid Scarbrough, Supervisor District 1

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Authority to execute full final settlement agreement, release agreement, and dismissal of lawsuit titled 'Rankin County vs Joe and Brenda Edwards' regarding the Palo Verde subdivisions

RESULT: ADOPTED [UNANIMOUS]

MOVER: Scott Berry, Supervisor District 2

SECONDER: Sid Scarbrough, Supervisor District 1

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Authority to execute an agreement with Coldwell Banker Richard Ellis real estate firm to conduct a facility review with respect to the county hospital and authority to issue check upon legal counsel approval of said agreement

RESULT: ADOPTED [UNANIMOUS]

MOVER: Sid Scarbrough, Supervisor District 1

SECONDER: Brad Calhoun, Vice President

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

XV. RECESS UNTIL MAY 30, 2024 AT 9:00 A.M.

A. Motion to Recess Until May 30th, 2024, at 9:00 A.M.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Sid Scarbrough, Supervisor District 1

SECONDER: Brad Calhoun, Vice President

AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

This the 15th Day of May, 2024

Steve Gaines

STEVE GAINES, PRESIDENT

RANKIN COUNTY BOARD OF SUPERVISORS

Mark S. Scarbrough

MARK S. SCARBROUGH, CLERK OF THE BOARD

(SEAL)

June 12, 2024

#720

Attachment: Vardoc May 15, 2024 Minutes (Proof) (20457 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 12TH DAY OF JUNE, 2024, personally came Marcus Bowers, publisher of the Rankin County News,

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

MINUTES

MAY 30, 2024

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

Vol 176 No. 49 on the 12th day of June, 2024

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 12th day of June, 2024

Frances Conger

FRANCES CONGER

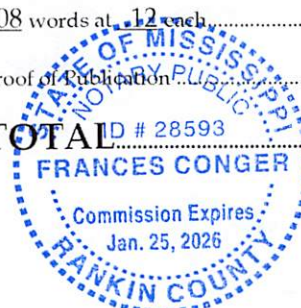
My Commission Expires: January 25, 2026

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

708 words at 12 each \$84.96

Proof of Publication NC

TOTAL \$84.96



RANKIN COUNTY BOARD OF
SUPERVISORS' MINUTES
MAY 30, 2024
I. CALL TO ORDER PLANNING
COMMISSION MEETING
II. INVOCATION
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
May 30, 2024 at Rankin Board Room,
211 East Government Street, Suite A,
Brandon, MS.
Attendees:
Steve Gaines, President, Present
Brad Calhoun, Vice President, Present
Sid Scarbrough, Supervisor District
1, Present
Scott Berry, Supervisor District 2,
Present
Jay Bishop, Supervisor District 5,
Present
Mark S Scarborough, Chancery Clerk,
Present
Craig Slay, Board Attorney, Present
Keith Hicks, Board Administrator,
Present
V. PUBLIC COMMENTS
VI. CRAIG SLAY, BOARD
ATTORNEY
Set Public Hearings:
A. Set Public Hearing for June 3, 2024,
at 9:00 a.m. for MS Developers
LLC Conditional Use Permit, Donald
Lane (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor
District 5
SECONDER: Scott Berry, Supervisor
District 2
AYES: Gaines, Calhoun, Scarbrough,
Berry, Bishop
Other:
B. Discussion of and potential action
on standard allowance to lost revenue
amount related to ARPA funds
RESULT: NO ACTION
VII. KEITH HICKS, COUNTY
ADMINISTRATOR
A. Review of Agenda and Consent
Agenda for June 3, 2024
VIII. ADDITIONAL BUSINESS TO BE
DISCUSSED
A. Authority to add "Approval to
accept deeds of three lots from The
First Baptist Church of Florence to
Rankin County"
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice
President
SECONDER: Sid Scarbrough,
Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough,
Berry, Bishop

Attachment: Vardoc May 30, 2024 Minutes (Proof) (20457 : Various Documents)

MAY 30, 2024

PROOF OF PUBLICATI

B. Approval to accept deeds of three lots from The First Baptist Church of Florence to Rankin County
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Brad Calhoun, Vice President
 SECONDER: Sid Scarbrough, Supervisor District 1
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 IX. EXECUTIVE SESSION
 A. Motion to Discuss the need for an Executive Session
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Brad Calhoun, Vice President
 SECONDER: Scott Berry, Supervisor District 2
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 B. Motion to Go into an Executive Session to discuss property acquisition and personnel
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 C. Motion to Come out of the Executive Session
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Jay Bishop, Supervisor District 5
 SECONDER: Scott Berry, Supervisor District 2
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 D. Outcome of Executive Session
 No action taken
 X. ADDITIONAL BUSINESS (CONTINUED)
 A. Authority to add the following four items to the agenda:
 - "Acknowledgement of receipt and authority to take all action with respect to the Lewis Holloway Estate right-of-way acquisition for the Florence-Byram Parkway project"
 - "Acknowledgement of receipt and authority to take all action with respect to the Abbott Springs Ltd right-of-way acquisition for the Florence-Byram Parkway project"
 - "Establish just compensation for Anthony Womack property for the Florence-Byam Parkway Project"
 - "Authority to reject counter-offer on Kahl property right-of-way and authority to issue letter"
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Acknowledgement of receipt and authority to take all action with respect to the Lewis Holloway Estate right-of-way acquisition for the Florence-Byram Parkway project
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Brad Calhoun, Vice President
 SECONDER: Sid Scarbrough, Supervisor District 1
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 C. Acknowledgement of receipt and authority to take all action with respect to the Abbott Springs Ltd right-of-way acquisition for the Florence-Byram Parkway project
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Brad Calhoun, Vice President
 SECONDER: Sid Scarbrough, Supervisor District 1
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 D. Establish just compensation for Anthony Womack property for the Florence-Byam Parkway Project
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Sid Scarbrough, Supervisor District 1
 SECONDER: Scott Berry, Supervisor District 2
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 E. Authority to reject counter-offer on Kahl property right-of-way and authority to issue letter
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Brad Calhoun, Vice President
 SECONDER: Jay Bishop, Supervisor District 5
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 XI. ADJOURN
 A. Motion to Adjourn
 RESULT: ADOPTED [UNANIMOUS]
 MOVER: Jay Bishop, Supervisor District 5
 SECONDER: Brad Calhoun, Vice President
 AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
 This the 30th Day of May, 2024
 Steve Gaines
 STEVE GAINES, PRESIDENT
 RANKIN COUNTY BOARD OF SUPERVISORS
 Mark S. Scarbrough
 MARK S. SCARBOROUGH,
 CLERK OF THE BOARD
 (SEAL)
 June 12, 2024
 #721

Attachment: Vardoc May 30, 2024 Minutes (Proof) (20457 : Various Documents)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 12TH DAY OF JUNE, 2024, personally came Marcus Bowers, publisher of the Rankin County News

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

**NOTICE OF ZONING HEARING
FOR ADOPTION OF FLOOD
DAMAGE PREVENTION
ORDINANCE**

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST THAT THERE WILL BE A HEARING ON JULY 1, 2024, AT 9:00 A.M., AT THE RANKIN COUNTY ANNEX BUILDING, 211 EAST GOVERNMENT STREET, BRANDON, MISSISSIPPI, FOR THE ADOPTION OF THE RANKIN COUNTY FLOOD DAMAGE PREVENTION ORDINANCE.

APPROVED:
Mark Scarborough
by Jessica Flood, D.C.
Chancery Clerk
June 10, 2024
Date
June 12, 2024
#742

NOTICE OF ZONING HEARING

ADOPTION OF FLOOD DAMAGE PREVENTION ORDINANCE

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

Vol 176 No. 49 on the 12th day of June, 2024

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 12th day of June, 2024

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)

73 words at .12 each..... \$8.76

Proof of Publication NC

TOTAL..... \$8.76

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 12TH DAY OF JUNE, 2024, personally came Marcus Bowers, publisher of the Rankin County News

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

NOTICE OF ZONING HEARING
CYPRESS POINT RESORT
NOTICE IS HEREBY
GIVEN TO THOSE PARTIES IN
INTEREST THAT THERE WILL
BE A HEARING ON JULY 1, 2024,
AT 9:00 A.M., AT THE RANKIN
COUNTY ANNEX BUILDING, 211
EAST GOVERNMENT STREET,
BRANDON, MISSISSIPPI, FOR
THE PURPOSE OF DETERMINING
WHETHER OR NOT A
CONDITIONAL USE PERMIT
SHALL BE GRANTED TO THE
OWNERS OF THE FOLLOWING
DESCRIBED PROPERTY LOCATED
IN RANKIN COUNTY, MISSISSIPPI:
8.44 acres in the SW 1/4 of the
SW 1/4 of Section 31, T7N, R4E,
Rankin County, Mississippi and more
particularly described in deed recorded
in book 2012 at page 39683 and
being located at 874 Holly Bush Rd,
Brandon, MS.
APPROVED:
Mark Scarborough
By Jessica Flood, D.C.
Chancery Clerk
June 10, 2024
Date
June 12, 2024
#741

NOTICE OF ZONING HEARING

CYPRESS POINT RESORT

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

Vol 176 No. 49 on the 12th day of June, 2024

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned
Marcus Bowers this 12th day of June, 2024

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)

127 words at .12 each..... \$15.24

Proof of Publication NC

TOTAL..... **\$15.24**



Attachment: Vardoc Notice of Zoning Hearing for Cypress Point Resort (Proof) (20457 : Various Documents)



BOARD OF SUPERVISORS

VETERANS AFFAIRS OFFICER

03 June 2024

203 E. Government Street
Telephone: (601) 824-2652
Brandon, MS 39042

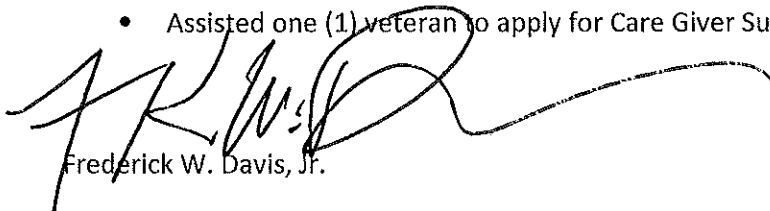
MEMORANDUM FOR: President, Steve Gaines & Members, Rankin County Board of Supervisors

FROM: Fred Davis, Rankin County Veterans Service Officer

REFERENCE: Monthly Activity Report for May 2024.

The following is a summary of the sixty-five (65) actions accomplished for veterans/dependents in May 2024:

- Received/processed/assisted seventeen (17) veterans for Service Connected Disability Benefits.
- Reviewed/assisted six (6) veterans for Dependency and Indemnity Compensation/Pension Benefits.
- Assisted five (5) veterans to apply for Veterans Home Benefits.
- Received/processed/assisted nineteen (19) veterans to apply for Health Care Service/Benefits.
- Assisted seven (7) veterans to procure a Military Discharge for Veterans Benefits.
- Completed process for four (4) veterans to apply for Veterans Burial Benefits.
- Assisted six (6) veterans to apply for Aid and Attendance Benefits.
- Assisted one (1) veteran to apply for Care Giver Support Benefits.



Frederick W. Davis, Jr.

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 29TH DAY OF MAY, 2024, personally came Marcus Bowers, publisher of the Rankin County News

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 K16-12-20, K16-12-21, K16-12-22, K16-12-24, K16-12-242, K16-12-243 & K16-12-244 FROM R-1C TO RE-1.

WHEREAS, a public hearing, pursuant to Section 706.05 of the Zoning Ordinance of Rankin County, Mississippi, was set for the 15th day of May 2024, 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 4, 2024:

a. WE FIND: These parcels are large lots with on site waste water treatment systems and are better classified as RE-1, Residential Estate District.

b. WE FIND: Surrounding properties are zoned RE-1.

c. WE FIND: Rezoning to RE-1 is justified because there is no public sewer service to support the R-1C Zoning classification.

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 706 of the Rankin County Zoning Ordinance and the Board of Supervisors hereby find that this request meets the requirements of Section 706.03(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 XI of the Zoning Ordinance, the proposed use shall be "RE-1 Residential Estate District".

Section 5. That the following tracts of real property be, and the same are, hereby rezoned from their present R-1C use district classifications to RE-1 use district classification and that said rezoning is consistent with the current Comprehensive Plan of Rankin County, to-wit:

Those certain parcels of land identified as K16-12-20, K16-12-21, K16-12-22, K16-12-24, K16-12-242, K16-12-243 & K16-12-244 on the Rankin County Tax Assessor Ownership Map.

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 changes 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 15th day of May 2024.

A motion for adoption was made by Supervisor Bishop and seconded by Supervisor Berry 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 Scarbrough voted: AYE Supervisor Berry 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 15th day of May 2024.

RANKIN COUNTY
Steve Gaines
Steve Gaines, President

ATTEST:
Mark Scarbrough
Mark Scarbrough, Chancery Clerk
(SEAL)
May 29, 2024
#672

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

ZONING ORDINANCE AMENDMENT

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

Vol 176 No. 47 on the 29th day of May, 2024



MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 29th day of May, 2024

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)

612 words at .12 each..... \$73.44

Proof of Publication NC

TOTAL..... \$73.44

Attachment: Vardoc Zoning Ordinance Amendment (Proof) (20457 : Various Documents)

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

STACI MCNINCH

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2023 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 2023.

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 directed to change the copy in his possession, to conform with the provisions of this order.

Ordered and adjudged this the

17TH day of June, 2024.

signed

Steve Haines

CLERK'S CERTIFICATE

I, MARK SCARBOROUGH, 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 17TH day of June, 2024.

Mark Scarborough
Clerk of the Board of Supervisors



Form 61-902-02-1-1-000 (Rev 9/04)
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON
HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2023

MARK THE TYPE OF ADJUSTMENT. ONLY ONE TYPE OF ADJUSTMENT PER PAGE. ONLY ONE MUNICIPALITY PER PAGE.

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
EVERITT,OPAL M	E7M 19 720	LOT	2500	6303	0	8322	228.86	DELETED IN ERROR

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

(Initial & date)

Form 61-902-02-1-1-000 (Rev 9/04)
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON
HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2023

MARK THE TYPE OF ADJUSTMENT. ONLY ONE TYPE OF ADJUSTMENT PER PAGE. ONLY ONE MUNICIPALITY PER PAGE.

ADDITION ☒ DELETIONS ☐

COUNTY RANKIN SCHOOL DISTRICT RANKIN MUNICIPALITY PELAHATCHIE

NAME	PARCEL NUMBER	# OF ACRES	VALUE OF LAND	VALUE OF BUILDING	REGULAR VALUE ALLOWED	ADDITIONAL VALUE ALLOWED	MUNICIPAL \$ AMOUNT EXEMPT	REASON FOR ADJUSTMENT
REINHART,VICKY A	P10E 31 10	LOT	700	5230	0	5930	154.18	DELETED IN ERROR

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

(Initial & date)

Form 61-902-02-1-1-000 (Rev 9/04)
Formerly 72-005

PETITION TO ADJUST EXEMPTION ON
HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2023

MARK THE TYPE OF ADJUSTMENT. ONLY ONE TYPE OF ADJUSTMENT PER PAGE. ONLY ONE MUNICIPALITY PER PAGE.

ADDITION ☒

DELETIONS ☐

COUNTY RANKIN SCHOOL DISTRICT RANKIN 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
CLIBURN,KAYE G	J81 5 270	LOT	3000	16319	0	7500	247.50	AMENDED

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

(Initial & date)

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

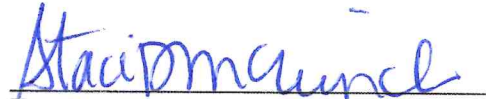
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes Staci McNinch, 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 2023 Real Property Assessment Roll of said county.

Witness my signature this the 17th day of June, 2024.


Tax Assessor

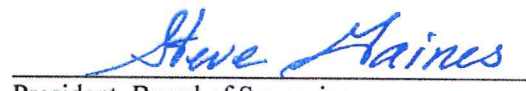
ORDER OF BOARD OF SUPERVISORS

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 89,646 is hereby approved for the year 2023.

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 17th day of June, 2024.


President, Board of Supervisors

PETITION FOR DECREASE OF ASSESSMENT

STATE OF MISSISSIPPI

TAX ASSESSOR: STACI MCNINCH

COUNTY: RANKIN

RE REAL PROPERTY 2023 ROLL

OWNER	VALUE	DECREASE	TAX DISTRICT	PARCEL NO.	DATE OF APPROVAL	REASON FOR CHANGE	SCHOOL DISTRICT
ROSIER,VICTOR P & MARGARET	21,038	7,013	211	H10Q 2 3550	6/17/2024	5	
NICHOLS, LAURA	50,352	16,784	550	G9Q 9 40	6/17/2024	5	
MCPHON,PATRICK & DANIELLE	35,507	11,836	211	J13B 2 660	6/17/2024	5	
GARRISON,COREY & BETHANY	35,379	11,793	505	P2H 23 90	6/17/2024	5	
ALEXANDER,ANNA	24,186	8,062	211	J12Q 8 3940	6/17/2024	5	
SMITH,MARY MARGARET CARR	15,989	5,301	100	G5 88 50	6/17/2024	5	
PERKINS,KATHY	29,256	9,752	101	F4I 5 1470	6/17/2024	5	
HUFF,HEATHER	35,214	11,738	226	H11J 3 1750	6/17/2024	5	
HARWELL,APRIL E & BLOODWORTH,MARY E	13,205	4,402	551	E7M 19 720	6/17/2024	4	
WHITE,MARK & ALIX	8,895	2,965	402	P10E 31 10	6/17/2024	4	
TOTAL(S)	269,021	89,646					

Reasons for change of assessment as per Title 27-35-143, Miss Code of 1972:

(1) Duplicate Assessment, (2) Clerical Error, (3) Calculation Error, (4) Erroneous Assessment, (5) Class One

PETITION FOR INCREASE / DECREASE OF ASSESSMENT ON PERSONAL
PROPERTY ASSESSMENT ROLL

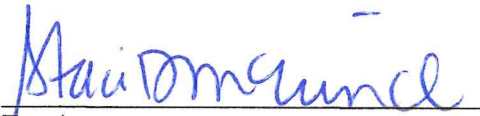
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes Staci McNinch, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be increased or decreased as shown on the listing; the said property being assessed on the 2017, 2018, 2019, 2020, 2021, 2022, and 2023 Personal Property Assessment Roll of said county.

Witness my signature this the 17th day of June 2024.


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 increased or decreased as shown on the listing:

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total increase or decrease of the assessments on said roll is hereby approved for the year 2017, 2018, 2019, 2020, 2021, 2022, and 2023.

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 17th day of June 2024.


President, Board of Supervisors

PETITION FOR INCREASE / REDUCTION OF ASSESSMENT

STATE OF MISSISSIPPI

COUNTY: RANKIN

TAX ASSESSOR: STACI MCNINCH

PERSONAL PROPERTY 2017, 2018, 2019, 2020, 2021, 2022, 2023 ROLL

Meeting 6/17/2024

							1 of 1
OWNER	TAX ROLL YEAR	PARCEL NO.	TAX DIST.	NEW VALUE	ROLL TOTAL	AMOUNT OF CHANGE	REASON(S) CHANGE
ZAXBY'S CHICKEN	2023	16266	102	60,739	-	60,739	6/17/20244
L & B NAIL SPA LLC	2020	13081	201	-	5,644	(5,644)	6/17/20244
L & B NAIL SPA LLC	2021	13081	201	-	5,120	(5,120)	6/17/20244
L & B NAIL SPA LLC	2022	13081	201	-	4,917	(4,917)	6/17/20244
SOUTH ALABAMA GAS DISTRICT	2023	15596	201	12,205	-	12,205	6/17/20244
TOWN OF CENTURY FLORIDA	2023	15566	201	916	-	916	6/17/20244
CITY OF BREWTON ALABAMA	2023	15563	201	5,563	-	5,563	6/17/20244
TOWN OF CITRONELLE UTILITY BOARD	2023	15568	201	1,567	-	1,567	6/17/20244
CITY OF FAIRHOPE	2023	15572	201	2,388	-	2,388	6/17/20244
CITY OF FOLEY UTILITIES BOARD	2023	15573	201	1,736	-	1,736	6/17/20244
NORTH BALDWIN UTILITIES	2023	15592	201	1,854	-	1,854	6/17/20244
BP ENERGY COMPANY	2023	15562	201	531,374	-	531,374	6/17/20244
ID MONOGRAM & GIFT	2020	13748	201	-	1,175	(1,175)	6/17/20244
ID MONOGRAM & GIFT	2021	13748	201	-	1,140	(1,140)	6/17/20244
ID MONOGRAM & GIFT	2022	13748	201	-	1,207	(1,207)	6/17/20244
ID MONOGRAM & GIFT	2023	13748	201	-	1,221	(1,221)	6/17/20244
INTERNATIONAL PAPER	2023	912878	010	1,919	-	1,919	6/17/20244
CITY OF PENSACOLA FLORIDA	2017	16153	201	-	8,326	(8,326)	6/17/20244
CITY OF PENSACOLA FLORIDA	2018	16153	201	-	10,742	(10,742)	6/17/20244
CITY OF PENSACOLA FLORIDA	2019	16153	201	-	9,495	(9,495)	6/17/20244
CITY OF PENSACOLA FLORIDA	2020	16153	201	-	6,784	(6,784)	6/17/20244
CITY OF PENSACOLA FLORIDA	2021	16153	201	-	10,011	(10,011)	6/17/20244
CITY OF PENSACOLA FLORIDA	2022	16153	201	-	17,799	(17,799)	6/17/20244
SHELTER INSURANCE-MARK	2022	14248	201	-	416	(416)	6/17/20244
SPECIALTY REPAIR SERVICE	2023	14259	102	-	5,565	(5,565)	6/17/20244
SPECIALTY REPAIR SERVICE	2022	14259	102	-	5,233	(5,233)	6/17/20244
AMERICAN TIRE DISTRIBUTORS INC	2023	908512	010	13,720	-	13,720	6/17/20244
TOTAL						539,186	
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: Petitions for Change of Assessment on 2023 Real & 2017 – 2023 Personal Property

**STACI McNINCH****Tax Assessor
Rankin County****211 East Government Street
Suite C
Brandon, Mississippi 39042****601-825-1470
601-355-0527
Fax 601-824-2457**

June 17, 2024

**Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042****Re: Parcel Number(s): E8P 32 10 (PPIN 11439)****Hand Delivered****Gentlemen:**

The aforementioned parcel was titled in the name of the Eastflow Church for the 2022 and 2023 tax years and should have been coded tax exempt. Because of the erroneous assessment, I respectfully request that any tax sale(s) be voided, any tax sale purchaser(s) refunded:

Thank you for your consideration of this matter.

Sincerely,

**Staci McNinch
Tax Assessor**

Attachment: Tax Assessor Void Tax Sale (PPIN 11439) (RFA-2024-297 : Authority to Void 2023 Tax Sale for Rankin County Tax Parcel E8P-32-

Revised Date: February 2017

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Rankin County/Board of Supervisors (hereinafter referred to as Customer), and Canon USA Inc. _____ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Revised Date: February 2017

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

Revised Date: February 2017

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name RJ Young Co
Title
Address 2030 NW Progress Pkwy
City, State, & Zip Code Jackson MS 39213

For the Customer:

Name Rankin Cty BOS
Title
Add 211 E Govt St.
City, Brandon 39042

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Revised Date: February 2017

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 12th day of June 2024.

Vendor: R J Young Co.

By: 
Authorized Signature

Printed Name: Chester Wasser

Title: Sales

Witness my signature this the _____ day of _____ 2024.

Customer: Rankin County/Board of Supervisors _____

By: X 
Authorized Signature

Printed Name: X Steve Craines

Title: X Board President

Revised Date: February 2017

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200074155

Vendor Company Name: RJ Young

Customer Agency Name: Rankin County/Board of Supervisors

Bill to Address: 211 E. Government Street Brandon MS. 39042

Ship to Address: 211 E. Government Street Brandon MS 39042

Description of Equipment, Software, or Services	Price
Canon imagePRESS Lite C265 Digital Copier, Staple Finisher-AC1	\$555.00 Mo.

Punch Unit-A1, Surge Suppressor & Fax-AX1.

Service will include all parts & supplies excluding paper & staples.

Black pages would bill monthly at .0075 per click.

Color pages would bill monthly at .045 per click

Delivery Schedule and Installation Date: 7/01/2024

Rental Term: 36 Months

Start Date: 7/01/2024

End Date: 6/30/2027.

Modifications:



Vendor Signature



Customer Signature

2/17/2023

Packet Pg. 104

Revised Date: February 2017

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Rankin County Chancery Court _____ (hereinafter referred to as Customer), and Ricoh USA, Inc. _____ (Hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected, and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by the Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in the Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, the Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost, or expense to Customer of any kind whatsoever.

Revised Date: February 2017

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll-free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title, or interest therein, unless purchased by Customer. Nameplates, stencils, or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement is specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made, and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. The vendor shall have the right, upon reasonable prior notice to the Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if the Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory, or which are designed to ensure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments, or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save, and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device, or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment, or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless the Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract, or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Robert Griffin
Regional VP, Director of Sales
3600 Arco Corporate Drive
Charlotte, NC 28273

For the Customer:

Rankin County Chancery Court
201-B North Street
Brandon, MS 39042

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit, or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain, or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: Ricoh USA, Inc.

By: _____

Authorized Signature

Printed Name: Chuck Graham

Title: District Manager

Witness my signature this the 17 day of June, 2024.

Customer: Rankin County Board of Supervisors

By: Steve Gaines

Authorized Signature

Printed Name: Steve Gaines

Title: Rankin County Board of Supervisors President

Revised Date: February 2017

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor, shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200073983

Vendor Company Name: Ricoh USA Inc.

Customer Agency Name: Rankin County Chancery Court

Bill to Address: 211 E. Government Street, Suite A

Brandon, MS 39042

Ship to Address: 201 North Street #B Chancery Court

Brandon, MS 39042

Contact: David Morrow, Phone: 601-825-1649

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
<u>1 Ricoh IMC6010</u>	<u>\$375.00/month</u>
<u>Innovolt Power Filter, Finisher SR3320, Bridge Unit BU3100,</u>	
<u>Fax Option Type M52, LCIT PB3330, TS Network & Scan</u>	
<u>All Black/White images billed at \$.0080.</u>	<u> </u>
<u>All Color images billed at \$.05.</u>	<u> </u>
<u>Includes parts, labor, and toner. (Excludes Paper)</u>	<u> </u>

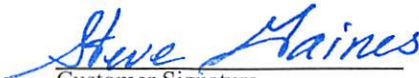
Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 36 Start Date: 8/1/2024 End Date: 7/31/2027.

Modifications: Solicitation # is for billing purposes only.

Pick Up Ricoh IMC6000, C85218917.

Vendor Signature


 Customer Signature

Attachment: Approval of Copier Contract Ricoh USA, Inc. Rankin County Chancery Court (RFA-2024-299 : Approval of Copier Contracts with

Revised Date: February 2017

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Rankin County Circuit Clerk _____ (hereinafter referred to as Customer), and Ricoh USA, Inc. _____ (Hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected, and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by the Customer.

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Attachment: Approval of Copier Contract Ricoh USA, Inc. Rankin County Circuit Court No. 1 (RFA-2024-299 : Approval of Copier Contracts

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7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title, or interest therein, unless purchased by Customer. Nameplates, stencils, or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

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B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. The vendor shall have the right, upon reasonable prior notice to the Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if the Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory, or which are designed to ensure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments, or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save, and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

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A. If Customer makes an alteration, attaches a device, or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment, or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless the Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract, or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Robert Griffin
Regional VP, Director of Sales
3600 Arco Corporate Drive
Charlotte, NC 28273

For the Customer:

Rankin County Circuit Clerk
211 E. Government Street, Suite A
Brandon, MS 39042

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit, or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain, or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: Ricoh USA, Inc.

By: _____

Authorized Signature

Printed Name: Chuck Graham

Title: District Manager

Witness my signature this the 17 day of June, 20 24.

Customer: Rankin County Board of Supervisors

By: Steve Gaines

Authorized Signature

Printed Name: Steve Gaines

Title: Rankin County Board of Supervisors President

Revised Date: February 2017

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor, shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200073983

Vendor Company Name: Ricoh USA Inc.

Customer Agency Name: Rankin County Circuit Clerk

Bill to Address: 211 E. Government Street, Suite A

Brandon, MS 39042

Ship to Address: 215 E. Government Street Circuit Clerk

Brandon, MS 39042

Contact: Michelle Adcock, Phone: 601-825-1466

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
1 Ricoh IMC6500	<u>\$535.00/month</u>
Innovolt Power Filter, Finisher SR4150, Fax Option Type M42,	
Punch Unit PU3090, TS Network & Scan	
All Black/White images billed at \$.0075.	<u> </u>
All Color images billed at \$.0450.	<u> </u>
Includes parts, labor, and toner. (Excludes Paper)	<u> </u>

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 36 Start Date: 8/1/2024 End Date: 7/31/2027.

Modifications: Solicitation # is for billing purposes only.

Pick Up Ricoh IMC6500, C85218098 and Ricoh IMC6500, C85218383.

Vendor Signature _____

Steve Haines
 Customer Signature

Attachment: Approval of Copier Contract Ricoh USA, Inc. Rankin County Circuit Court No. 1 (RFA-2024-299 : Approval of Copier Contracts with

Revised Date: February 2017

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Rankin County Circuit Clerk _____ (hereinafter referred to as Customer), and Ricoh USA, Inc. _____ (Hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected, and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by the Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in the Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, the Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost, or expense to Customer of any kind whatsoever.

Attachment: Approval of Copier Contract Ricoh USA, Inc. Rankin County Circuit Court No. 2 (RFA-2024-299 : Approval of Copier Contracts

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll-free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title, or interest therein, unless purchased by Customer. Nameplates, stencils, or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement is specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made, and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save, and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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For the Vendor:

Robert Griffin
Regional VP, Director of Sales
3600 Arco Corporate Drive
Charlotte, NC 28273

For the Customer:

Rankin County Circuit Clerk
211 E. Government Street, Suite A
Brandon, MS 39042

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit, or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Revised Date: February 2017

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain, or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20_____.

Vendor: Ricoh USA, Inc.

By: _____

Authorized Signature

Printed Name: Chuck Graham

Title: District Manager

Witness my signature this the 17 day of June, 2024.

Customer: Rankin County Board of Supervisors

By: Steve Gaines

Authorized Signature

Printed Name: Steve Gaines

Title: Rankin County Board of Supervisors President

Revised Date: February 2017

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor, shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200073983

Vendor Company Name: Ricoh USA Inc.

Customer Agency Name: Rankin County Circuit Clerk

Bill to Address: 211 E. Government Street, Suite A

Brandon, MS 39042

Ship to Address: 215 E. Government Street Circuit Clerk

Brandon, MS 39042

Contact: Michelle Adcock, Phone: 601-825-1466

Description of Equipment, Software, or Services

Price

1 Ricoh IM7000

\$395.00/month

ESP Power Filter, Finisher SR4150, Fax Option Type M44,

Punch Unit PU3090, TS Network & Scan

All Black/White images billed at \$.0063.

Includes parts, labor, and toner. (Excludes Paper)

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 36 Start Date: 8/1/2024 End Date: 7/31/2027.

Modifications: Solicitation # is for billing purposes only.

Pick Up Ricoh IM7000, C85219660.

Vendor Signature


Customer Signature

Attachment: Approval of Copier Contract Ricoh USA, Inc. Rankin County Circuit Court No. 2 (RFA-2024-299 : Approval of Copier Contracts

RANKIN COUNTY ROAD DEPARTMENT
REPORT TO BOARD OF SUPERVISORS
WORK ACCOMPLISHED FOR THE MONTH OF MAY 2024

SIGN WORK: ANDREW CHAPEL RD, BARNETT BEND CIR, CATO RD, GAE HOLCOMB RD, GLENWOOD DR, HWY 80, KERSH RD, LAKESHORE CT, OAKVILLE CIR, RANKIN HILLS

CULVERT WORK: BARKER RD, BAY PARK DR, CATHERINE DR, CATO RD, CEDAR BROOK DR, GOSHEN SPRING LN, HICKORY RIDGE RD, HWY 471, LEVI COOPER RD, MALLARD POINT, MAPLE ST, MELISSA HUGHES DR, MONTEREY RD, MT HELM RD, OLD ENOCHS RD, RANDHWOOD RD, RED OAK RD, ROCK HILL RD, RUSSELL ST, SAND HILL RD, SANDPIPER RD, SEVENTH DAY RD, SHENANDOAH DR, SHERRILS LN, SHILOH RD, SPILLWAY RD, SPRINGWATER RANCH RD, TAZAN AVE, THOMASVILLE RD, TRAYLOR RD, TRICKHAMBRIDGE RD, VINE DR

POTHOLE REPAIRED: ALLISON PL, BLACKSTONE CIR, BROOKS CV, CASTLEWOODS BLVD, EAGLE DR, EASTSIDE DR, HIDDEN HILLS CROSSING, HORSESHOE CIR, LAKE HEATHER RD, MT HELM RD, SHERWOOD DR

DITCHES WORKED: BRANDY RUN RD, CANNON DR, CATO RD, CEDAR ST, CHARLIE DIXON RD, DOGWOOD CIR, GARRETT LN, GILBERT CIR, HENRY CANNON RD, HILLVIEW DR, HOLLY HEDGES DR, MONTEREY RD, MT REPOSE ST, OAKDALE CIR, OLD PEARSON RD, PARK TR, SANDHILL RD, SHELL OIL RD, SHILOH RD, WEXFORD CT, WHITE RD, WILSON BATES RD

SCHOOL WORK: BRANDON HIGH SCHOOL

ROAD WORK: ANDREW JACKSON CIR, ANTIOCH SHILOH RD, ASHLEY RD, BAIN CIR, BARKSDALE RD, BRIDGES RD, BRIDLEWOOD, BUCKHORN RD, BURNETT CIR, CANE CREEK RD, CHARLIE DIXON RD, CHURCH RD, CLEARY RD, CLUBHOUSE RD, CONERLY RD, DARLENE DR, DEARMAN RD, DIXON RD, DOGWOOD TR, FOSTER RD, GADDIS MYERS RD, HENDERSON RD, HENRY SAMPLE LN, HICKORY RIDGE RD, IP CAMPGROUND RD, JIMS RD, KERSH RD, KYZAR RD, LIB VANDERFORD RD, LONE PINE CHURCH RD, MIDWAY RD, MILLCREEK DR, MT HELM RD, N STAR RD, NAPOLEON CIR, NORWOOD RD, OIL WELL RD, OLD ENOCH RD, PISGAH RD, RAGAIN RD, RANCHWOOD RD, SEVENTH DAY RD, SLADE RD, SPRINGHILL RD, ST JOHNS RD, STEEN RD, STUMP RIDGE RD, TOWNSEND D, TURNAGE RD, WALTERS RD, WESTLAKE DR, WESTRIDGE DR, WILLOW GRANDE CIR

BURIALS: 3

DRIVEWAY APRONS: BARKER RD, BURNETT CIR, FOREST VIEW LN, HENRY CANNON RD, LOGLIN RD, MULLICAN RD, OLD ENCOHS RD, ROSE HILL RD, STAR RD, STIGLER ROSA DR, SUNNY LN, WHITES CV

OTHER/STORM DRAIN/MISCELLANEOUS: BENWICK DR, BERWICK DR, BROWN HILL RD, FOSTER RD, JOHNS SHILOH RD, KING RD, LAKE HARBOR PT, LE BOURGEOIS LN/THAMES CV, MONTEREY RD, OAK GROVE DR, OLD HWY 49, ROCKHILL RD, STONEBRIDGE BLVD, STUMPRIDGE RD, THAMES CIR

TREE LIMBS CUT/PICKED UP: COUNTY WIDE STORMS; ABBEY WOODS, ALDRIDGE DR, ANDREW CHAPEL RD, APPLE BLOSSOM RD, APPLE BLOSSOM DR, ASHFORD PL, ASHTON DR, AUDUBON POINT DR, AUSTIN CIR, AVALON WAY, AZALEA TRAILS DR, BARNETT BEND CIR, BASSWOOD CIR, BAY PARK DR, BAY POINT CIR, CAYVIEW CT, BEAVER RUN DR, BELLEGROVE CIR, BENT CREEK CIR, BENWICK DR, BERWICK DR, BOXWOOD CV, BRENHAVEN BLVD, BRIDLEWOOD DR, BRIGHTON CIR, BRIGHTON CT, BROCKHURST DR, CALEDONIAN BLVD, CAMELIA TR, CAMELIA WAY, CAMELOT WAY, CAMPFIRE CIR, CANTER CV, CASTLEWOODS BLVD, CEDAR CIR, CLOVER VALLEY BLVD, COAL RD, COTTONWOOD CIR, CREKSTONE PL, CROSSCREEK DR, CUMBERLAND DR, CYPRESS RIDGE DR, DIAMONDBACK LN, DIXTON DR, DOGWOOD TR, DOGWOOD WAY, E ABBEY PL, E LAKE DR, E PINEBROOK DR, EAGLES PT, EASTSIDE DR, EASTSIDE VIEW, ELM TR, FAIRFAX CIR, FAIRVIEW PL, FAIRWAY CV, FALCON CV, FALCON WAY, FLOWERS LN, FOREST POINT DR, FOSTER RD, FOXWOOD, FRISKY DR, GLEN COVE RD, GLENDALE CV, GRANDVIEW CIR, GREEN LEAVES DR, GREENFIELD PL, GREENVIEW DR, HADDON CIR, HALTON CT,

HANOVER DR, HARBOUR VIEW RD, HICKORY CIR, HIDDEN HILL CV, HOLLY BUSH PL, HOLLY BUSH RD, HOLLY TR, HOLMAR DR, HUNTER HILL, KINGSRIDGE CIR, KIRKLAND CV, LAKE FOREST DR, LAKESIDE DR, LANCASTER CT, LOTUS DR, MAGNUM DR, MALLARD DR, MANDARIN DR, MARTIN DR, MEADOW LARK DR, MEADOWS LN, MEADOWVIEW RIDGE, MILL RUN RD, MOCKINGBIRD CIR, MODENA LN, MONMOUTH RD, NORTHWIND DR, OAK BEND, OAK DR, OAK GROVE DR, OAK HILL DR, OAK LEAF WAY, ORIOLE WAY, OVERLAND LN, PARADIS POINT DR, PARKVIEW CV, PELAHATCHIE SHORES DR, PELICAN PL, PINE OAK PL, PINE RIDGE CIR, PINEHURST DR, PLUM TREE RD, POPLAR DR, REDBUD TR, REGATTA DR, RIDGE CIR, RIVERCHASE DR, ROSEMARY RD, RUSTIC DR, SANDPIPER RD, SANDSTONE DR, SAWTOOTH CV, SCENIC DR, SEA TURTLE CV, SHILOH RD, ST JOHNS RD, STAR HILL RD, STARBOARD CT, STONINGTON DR, STONECASTLE DR, SUNRISE POINT DR, SWALLOW DR, SWAN DR, SWEETGUM RD N, TERRAPIN LN, THOMPSON RD, TIFFANY CIR, TURTLE LN, TURTLE RIDGE DR, W ABBEY PL, WATER TANK RD, WHIPPOORWILL DR, WHIPPOORWILL RD, WHITE RD, WICKLOW CV, WILD ROSE LN, WILLOW CREST CIR, WILLOW CREST DR, WILLOW RIDGE CV, WILLOW VALLEY CV, WIMBLEDON DR, WINDLASS CV, WINDSOR DR, WOOD DUCK CIR, WOODLANDS DR, WOODLANDS GLEN CIR, WOODLANDS GREEN CIR, WOODLANDS PARK DR, WOODLAKE DR, WOODRIDGE, WOODY DR

STORM WORK: ARTHUR BLAND DR, BAINE CIR, BAREFOOT SPRINGS RD, BARKER RD, BRADSHAW RD, CATO RD, CHARLIE WHITE RD, CLIFTON RD, COAL BLUFF RD, COLEMAN RD, CONCORD RD, CUTTER LN, DARLENE, DIAMOND D RD, EBENEZER RD, FLEMMING RD, GARRETT LN, GARRETT RD, GOODMAN RD, GREENFIELD CIR, HARRELL RD, HAYNES CHAPEL, HOLLY BUSH RD, HOPSON RD, HURDLE RD, HWY 471, JOHNS SHILOH RD, KERSH RD, KYZR RD, LAKE RD, LEESBURG RD, LEWIS RD, LLOYD ST, LONE PINE CHURCH RD, MAGERS RD, MCCOULLOUGH MCLIN RD, MCCULLOUGH MCLIN, MCLIN CIR, MILL RUN RD, MINERAL SPRINGS RD, MINK BRANCH RD, MOCKINGBIRD CIR, N STAR RD, NOBLIN BRIDGE RD, OLD CEDAR PIERCE RD, RANCH WOOD RD, RANKIN GERGUSON RD, RAYMOND PURVIS RD, RED OAK RD, REHOBETH RD, SANDHILL RD, SHILOH RD, THORNTON RD, TOWER RD, TURNAGE RD, WADSWORTH, WHITE RD, WIRE RD, WOODROW MARTIN RD

WORK SCHEDULED FOR THE MONTH OF JUNE 2024

- | | |
|-------------------------------------|-----------------|
| 1. Patch Pot Holes | County Crew |
| 2. Install Culverts | County Crew |
| 3. Clean Ditches | County Crew |
| 4. Complete Work Orders as Assigned | County Crew |
| 5. Overlay: | AJ Construction |


Mike Harrison

Exchange: _____

County Permit # 04-24-404

Engineer: _____

Tel. No.: _____

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

PROJECT NO. _____

UTILITY NAME: CenterPoint EnergyBY Brittany ClayADDRESS 216,218,220,222 Lost Oak Ln, HEREIN CALLED APPLICANT proposes to construct aInstall new services to property Utility Facility along or across _____ County Road(s), said

facility to be installed between _____ and _____

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

_____ 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.

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;

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 12th day of June, 2024

NAME

TITLE

RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied 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. The depiction of the work area submitted by applicant has been reviewed by Rankin County for the purpose of confirming that placement of utility infrastructure by applicant will not conflict with Rankin County public maintenance responsibility. No representation or warranty is made by Rankin County regarding the accuracy of the public rights-of-way reflected on applicant's work area depiction. The applicant remains solely responsible for delineating the public rights-of-way associated with the work area and for confirming the limits of the public rights-of-way as Rankin County will not certify to the accuracy thereof.
4. 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 4 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.
5. Any Utility that crosses a county road must be incased.
6. 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.

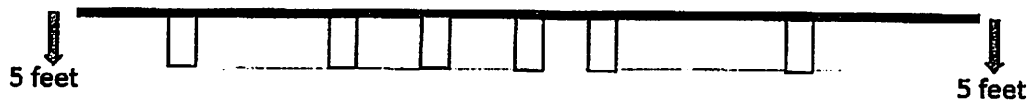
APPROVED this the 17 day of June, 2024. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.


RANKIN COUNTY ROAD MANAGER

Name of Applicant: _____
 Location of Project: _____
 Type of Utility: _____

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 Contractor 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 be sent to utpermit@rankincounty.org 48 hours 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 Thursday 7:00am – 5:00pm and Fridays 7:00am – 12:00pm.
 - b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
 - c) Cable placement must be marked.
 - d) Flat boring is the only boring authorized. No Rainboring boring is allowed.
 - e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
 - f) One Boring Rig is allowed six pits within a 48-hour time frame.
 - g) Boring holes will only be at a depth of 5 feet.
 - h) When not actively working open holes wrap with orange safety construction fencing.
 - i) All task 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 of Supervisors for approval of future operations within the county.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H24027-02

To Rankin Co. Board of Supervisors
 Customer: 211 E Government Street Suite A
 Brandon, MS 39042

Project H24027- Gunter Road Improvements
 Phase II (Rebid), Florence, MS

Via Engineer M & G Enterprises dba Engineering
 Service
 115 Aerosmith Drive
 Richland, MS 39218

Application No. JB App# 2
 Period From: 5/1/2024
 Period To: 5/31/2024

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor

From Contracto Hemphill Construction Company, Inc.
 PO Drawer 879
 1858 Hwy 49 South
 Florence, MS 39073

Owner: Rankin County Board of Supervisors
 211 East Government Street, Suite A
 Brandon, MS 39072

External N/A
 Contract No.
 Contract Date: 2/15/2024

Application Date: 6/5/2024

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	\$3,513,607.00
2. Net Change By Change Order	\$2,026.00
3. Contract Sum To Date	\$3,515,633.00
4. Work Completed To Date	\$361,481.20
5. Stored Materials Inventory	\$49,749.10
6. Total Completed and Stored To Date	\$411,230.30
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are furnished in lieu of Retainage.	\$55,000.00
c. Retainage on Work Completed to Date 5.00 %	\$18,074.06
d. Retainage on Stored Materials Inventory 5.00 %	\$2,487.46
e. Total Calculated Retainage	\$20,561.52
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$411,230.30
9. Less Previous Certificates For Payments	\$60,434.99
10. Current Payment Due	\$350,795.31
11. Balance to Finish, Plus Retainage	\$3,104,402.70

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.

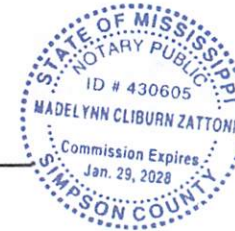
By: [Signature] Date: 6/5/2024

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 5th day of June 2024

Notary Public: Madelynn Cliburn Zattoni

My Commission expires: January 29, 2028



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 **\$350,795.31**

(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: [Signature] Date: 6/10/2024

OWNER:

By: [Signature] Date: 6-17-24

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$2,026.00	\$0.00
TOTALS	\$2,026.00	\$0.00
Net Changes By Change Order	\$2,026.00	

CONTINUATION SHEET

Page 2 of 4

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Invoice # : H24027-02

Contract : H24027- Gunter Road Improvements Phase II (Rebid), Florence, MS

Application No. : JB App# 2
Application Date : 06/05/24
Period From: 05/01/24
Period To: 05/31/24
External Contract No.:

Item No.	Description of Item	Contract U of M	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	Percent Complete
Base Bid														
01	Mobilization	LS	1.00	\$297,300.00	\$297,300.00	0.10	0.40	0.50	\$29,730.00	\$118,920.00	0.00	\$148,650.00	\$148,650.00	50.00%
02	Cleaning and Grubbing	LS	1.00	\$180,776.32	\$180,776.32	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$180,776.32	0.00%
03	Removal of Pipe (All Type and Sizes)	LF	1,280.00	\$7.00	\$8,960.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$8,960.00	0.00%
04	Removal of Asphalt	SY	586.00	\$20.50	\$12,013.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$12,013.00	0.00%
05	Undersized Excavation	CY	1,500.00	\$10.00	\$15,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$15,000.00	0.00%
06	Muck Excavation	CY	1,800.00	\$25.00	\$45,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$45,000.00	0.00%
07	Borrow Excavation	CY	7,800.00	\$34.00	\$265,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$265,200.00	0.00%
08	Excess Excavation	CY	5,400.00	\$25.00	\$135,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$135,000.00	0.00%
09	Grass Material (9/10 Crushed Stone)	TON	9,100.00	\$55.50	\$504,150.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$504,150.00	0.00%
10	Asphalt Surface Course	TON	1,300.00	\$156.50	\$203,450.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$203,450.00	0.00%
11	Asphalt Base Course	TON	340.00	\$146.50	\$50,480.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$50,480.00	0.00%
12	Asphalt Base Course Widening	TON	540.00	\$267.00	\$144,180.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$144,180.00	0.00%
13	Asphalt Leveling	TON	200.00	\$167.50	\$33,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$33,500.00	0.00%
14	18" RCP Class III	LF	72.00	\$80.00	\$5,760.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,760.00	0.00%
15	24" RCP Class III	LF	36.00	\$95.00	\$3,420.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,420.00	0.00%
16	30" RCP Class III	LF	116.00	\$120.00	\$13,920.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$13,920.00	0.00%
17	44" x 27" RCAP Class III	LF	48.00	\$150.00	\$7,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$7,200.00	0.00%
18	55" x 31" RCAP Class III	LF	40.00	\$165.00	\$6,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$6,600.00	0.00%
19	55" x 36" RCAP Class III	LF	144.00	\$180.00	\$25,920.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$25,920.00	0.00%
20	24" RCP Class III FES	EA	2.00	\$1,850.00	\$3,700.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,700.00	0.00%
21	30" RCP Class III FES	EA	4.00	\$2,000.00	\$8,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$8,000.00	0.00%
22	18" HP Pipe	LF	430.00	\$40.00	\$17,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$17,200.00	0.00%
23	24" HP Pipe	LF	30.00	\$75.00	\$2,250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,250.00	0.00%
24	Concrete (Class B Minor Structures)	CY	12.53	\$7,750.00	\$97,107.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$97,107.50	0.00%
25	Reinforcement Steel	LBS	1,844.00	\$1.00	\$1,844.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,844.00	0.00%
26	Concrete Driveway Repair	SY	487.00	\$90.50	\$44,073.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$44,073.50	0.00%
27	Asphalt Driveway Repair	SY	913.00	\$116.50	\$106,384.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$106,384.50	0.00%
28	Gravel Driveway Repair	SY	167.00	\$9.50	\$1,419.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,419.50	0.00%
29	Traffic Control	LS	1.00	\$185,000.00	\$185,000.00	0.02	0.10	0.12	\$3,300.00	\$15,991.50	0.00	\$18,991.50	\$146,008.50	11.51%
30	Granular Material (6/10 Crushed Stone) for Traffic Control	TON	600.00	\$55.50	\$33,300.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$33,300.00	0.00%

CONTINUATION SHEET

Page 3 of 4

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Invoice #: H24027-02

Contract : H24027- Gunter Road Improvements Phase II (Rebid), Florence, MS

Application No. : JB App# 2
Application Date : 06/05/24
Period From: 05/01/24
Period To: 05/31/24
External Contract No.:

Item No.	Description of Item	Contract U of M	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	Percent Complete
Base Bid														
31	Construction Staking	LS	1.00	\$57,000.00	\$57,000.00	0.10	0.02	0.12	\$5,700.00	\$860.70	0.00	\$6,560.70	\$50,439.30	11.51%
32	Type III Bantecades	EA	10.00	\$1,457.50	\$14,575.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$14,575.00	0.00%
33	Message Board	EA	2.00	\$14,637.00	\$29,674.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$29,674.00	0.00%
34	Additional Construction Signs	SF	25.00	\$10.00	\$250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$250.00	0.00%
35	Temporary Traffic Markings (Continuous Yellow)	ml	2.10	\$1,813.50	\$3,808.35	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,808.35	0.00%
36	Temporary Traffic Markings (Continuous White)	ml	2.10	\$1,813.50	\$3,808.35	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,808.35	0.00%
37	Temporary Traffic Markings (Detail White)	LF	175.00	\$1.50	\$262.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$262.50	0.00%
38	Thermoplastic Edge Stripe (Continuous White 90 Mils)	ml	2.10	\$7,367.50	\$15,471.75	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$15,471.75	0.00%
39	Thermoplastic Traffic Stripe (Continuous Yellow 120 Mils)	ml	1.90	\$7,254.50	\$13,783.55	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$13,783.55	0.00%
40	Thermoplastic Traffic Stripe (Ship Yellow 120 Mils)	ml	0.15	\$4,080.53	\$612.08	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$612.08	0.00%
41	Thermoplastic Detail Marking White	LF	338.00	\$7.00	\$2,352.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,352.00	0.00%
42	Permanent Traffic Signs	SF	85.00	\$59.50	\$5,057.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,057.50	0.00%
43	U Section Sign Post	LF	340.00	\$23.50	\$7,990.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$7,990.00	0.00%
44	High Performance Two Way Yellow Reflectors	EA	220.00	\$10.00	\$2,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,200.00	0.00%
45	Utility Adowncase	LS	1.00	\$148,000.00	\$148,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$148,000.00	0.00%
46	Temporary Sit Fence	LF	7,500.00	\$3.50	\$26,250.00	5,870.00	298.00	6,168.00	\$20,545.00	\$1,043.00	0.00	\$21,588.00	\$4,662.00	82.24%
47	Temporary Vardas	LF	1,500.00	\$6.00	\$9,000.00	0.00	140.00	140.00	\$0.00	\$840.00	0.00	\$840.00	\$8,160.00	9.33%
48	Temporary Seeding	AC	9.00	\$907.00	\$8,163.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$8,163.00	0.00%
49	Vegetative Material for Mulch	TON	20.00	\$226.50	\$4,530.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,530.00	0.00%
50	Temporary Rip Rap for Erosion Control	TON	200.00	\$105.50	\$21,100.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$21,100.00	0.00%
51	Seeding	AC	10.60	\$1,133.50	\$12,015.10	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$12,015.10	0.00%
52	Rip Rap 200lb	TON	1,750.00	\$101.50	\$177,825.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$177,825.00	0.00%
53	Filter Fabric for Rip Rap	SY	1,750.00	\$2.25	\$4,027.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,027.50	0.00%
54	Concrete for Paved Ditches	CY	2.00	\$771.50	\$1,543.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,543.00	0.00%
55	Geotextile Ditch Liner	SY	1,500.00	\$2.50	\$3,750.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,750.00	0.00%
Base Bid Totals					\$3,021,347.00				\$89,276.00	\$137,356.20	\$0.00	\$196,632.20	\$2,824,714.80	6.51%
Add Alternate 2														

CONTINUATION SHEET

Page 4 of 4

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Invoice #: H24027-02

Contract: H24027- Gunter Road Improvements Phase II (Rebid), Florence, MS

Application No.: JB App# 2
Application Date: 06/06/24
Period From: 05/01/24
Period To: 05/31/24
External Contract No.:

Item No.	Description of Item	Contract Unit of M.	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	Percent Complete
Add Alternate 2														
AA2-01	4" PVC, SDR 21	LF	0.00	\$35.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
AA2-02	6" PVC, SDR 21	LF	0.00	\$40.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
AA2-03	6" PVC, SDR 21	LF	0.00	\$48.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
AA2-04	6" HDPE, HDD, DR-11	LF	370.00	\$70.00	\$25,900.00	0.00	390.00	390.00	\$0.00	\$27,300.00	0.00	\$27,300.00	\$-1,400.00	105.41%
AA2-05	6" HDPE, HDD, DR-11	LF	100.00	\$95.00	\$9,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$9,500.00	0.00%
AA2-06	6" HDPE Carrier Pipe, DR-11	LF	180.00	\$65.00	\$11,700.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$11,700.00	0.00%
AA2-07	6" HDPE Carrier Pipe, DR-11	LF	30.00	\$60.00	\$1,800.00	0.00	32.00	32.00	\$0.00	\$1,920.00	0.00	\$1,920.00	\$-120.00	106.67%
AA2-08	4" HDPE Carrier Pipe, DR-11	LF	55.00	\$35.00	\$1,925.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,925.00	0.00%
AA2-09	6" HDPE Casting, DR-11	LF	50.00	\$80.00	\$4,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00%
AA2-10	12" HDPE Casting, DR-11	LF	145.00	\$145.00	\$21,025.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$21,025.00	0.00%
AA2-11	16" HDPE Casting, DR-11	LF	35.00	\$315.00	\$11,025.00	25.00	0.00	25.00	\$7,875.00	\$0.00	0.00	\$7,875.00	\$3,150.00	71.43%
AA2-12	6" PVC Carrier Bore, SDR-21	LF	0.00	\$46.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
AA2-13	6" PVC Carrier Bore, SDR-21	LF	0.00	\$86.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
AA2-14	2" Gate Valve	EA	1.00	\$1,155.00	\$1,155.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,155.00	0.00%
AA2-15	4" Gate Valve	EA	8.00	\$1,390.00	\$11,120.00	0.00	2.00	2.00	\$0.00	\$2,780.00	0.00	\$2,780.00	\$8,340.00	25.00%
AA2-16	6" Gate Valve	EA	5.00	\$1,740.00	\$8,700.00	0.00	2.00	2.00	\$0.00	\$3,480.00	0.00	\$3,480.00	\$5,220.00	40.00%
AA2-17	6" Gate Valve	EA	15.00	\$2,350.00	\$35,250.00	0.00	0.00	0.00	\$0.00	\$0.00	15,785.10	\$15,785.10	\$19,464.90	0.00%
AA2-18	Existing Meter Reconstructions	EA	56.00	\$500.00	\$28,000.00	0.00	0.00	0.00	\$0.00	\$500.00	0.00	\$500.00	\$27,500.00	1.79%
AA2-19	Tie in to Existing/Proposed Line	EA	11.00	\$2,500.00	\$27,500.00	0.00	1.00	1.00	\$0.00	\$0.00	0.00	\$0.00	\$27,500.00	0.00%
AA2-20	Fire Hydrant Assembly	EA	0.00	\$5,400.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
CO1-1	4" PVC, SDR 26	LF	20.00	\$34.00	\$680.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$680.00	0.00%
CO1-2	6" PVC, SDR 26	LF	3,452.00	\$38.00	\$131,176.00	0.00	3,022.00	3,022.00	\$0.00	\$114,836.00	0.00	\$114,836.00	\$16,340.00	87.54%
CO1-3	6" PVC, SDR 26	LF	3,245.00	\$48.00	\$145,770.00	0.00	0.00	0.00	\$0.00	\$0.00	33,984.00	\$33,984.00	\$115,386.00	0.00%
CO1-4	6" PVC Carrier Bore, SDR-26	LF	200.00	\$44.00	\$8,800.00	0.00	140.00	140.00	\$0.00	\$6,160.00	0.00	\$6,160.00	\$2,640.00	70.00%
CO1-5	6" PVC Carrier Bore, SDR-26	LF	90.00	\$64.00	\$5,760.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,760.00	0.00%
Add Alternate 2 Totals					\$494,266.00				\$7,875.00	\$156,976.00	\$49,749.10	\$214,600.10	\$279,655.90	43.42%
Grand Totals					\$3,616,633.00				\$67,160.00	\$294,331.20	\$49,749.10	\$414,230.30	\$3,104,402.70	11.70%

STORED MATERIALS:

Name and Location of Project:
Gunter Road Phase II - Re-Bid
Florence, MS

Name and Address of Contractor:
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Pay App: H24027B Pay App #2
Pay Period: May 1, 2024 to May 31, 2024

Item No.	Description	Previous Received	Received Current	Total Received	Previous Used	Current Used	Total Used	Total Stored	Unit	Unit Price	Total Cost of Unit
CO1.3	8" PVC, SDR 26	0	2800	2800	0	0	0	2800.00	LF	\$12.13	\$33,964.00
AA2-17	8" Gate Valve	0	15	15	0	0	0	15	EA	\$1,052.34	\$15,785.10
	Total										\$49,749.10

BEFORE THE BOARD OF SUPERVISORS
FOR RANKIN COUNTY, MISSISSIPPI

**A Resolution Setting the Date for the Creation of the Langford Fire Protection District
in accordance with Miss. Code Ann. Section 19-5-157 and Providing Notice Thereof as
Required by Miss. Code Ann. Section 19-5-157**

WHEREAS, on May 6, 2024, at 9:00 a.m., pursuant to Miss. Code Ann. Section 19-5-153 and 19-5-155, the Rankin County Board of Supervisors conducted a public hearing determining whether public convenience and necessity requires the establishment of the Langford Fire Protection District. Said Public Hearing was noticed by publication in a newspaper of general circulation in the county aforesaid, said Proof of Publication being affixed hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, there being no persons having requested to address the Board of Supervisors at said public hearing and the Board of Supervisors having received no calls in opposition to the establishment of said Fire Protection District; and the Board of Supervisors having previously acknowledged full and complete compliance with Miss. Code Ann. Section 19-5-153 and all requirements set forth therein; and

WHEREAS, a Petition having been acknowledged and received by the Board of Supervisors setting forth the requisite information regarding the proposed district, namely (1) a statement of the necessity for the service to be provided to the proposed district; (2) the proposed name for the district; (3) the proposed boundaries of the district; (4) an estimate of the cost, if any, to acquire or construct facilities attendant to the operation of the district; and (5) a statement of whether or not the Board of Supervisors intends to exercise the authority outlined in Miss. Code Ann. Section 19-5-189; and

WHEREAS, the Board of Supervisors having received said Petition and having confirmed that said Petition conforms to all aspects of Miss. Code Ann. Section 19-5-153 and finding that it is proper to set a public hearing thereon in conformity with Miss. Code Ann. Section 19-5-155 and that the area of the proposed Fire Protection District as proposed is set forth as Exhibit "A" attached hereto and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS FOR RANKIN COUNTY, MISSISSIPPI, that for reasons of public convenience and necessity It is proper to establish the Langford Fire Protection District having the boundaries as set forth in Exhibit "A" and it is necessary for the Board of Supervisors to exercise the authority set forth in Miss. Code Ann. Section 19-5-189 in establishing an annual revenue of 2 mills applicable to all parcels of real property situated within the boundaries identified in Exhibit "A" to support the Langford Fire Protection District. It is further RESOLVED BY THE BOARD OF SUPERVISORS FOR RANKIN COUNTY that the date for the creation of the Langford Fire Protection District is set for July 15, 2024, and that authority is given to publish the notice required by Miss. Code Ann. Section 19-5-157.

SO RESOLVED AND ADOPTED this the 17th day of June, 2024.

/s/ Sid Scarbrough
SID SCARBROUGH, District 1

/s/ Brad Calhoun
BRAD CALHOUN, District 3

/s/ Steve Gaines
STEVE GAINES, District 4

/s/ Scott Berry
SCOTT BERRY, District 2

/s/ Mark Scarborough
MARK SCARBOROUGH, Chancery Clerk

/s/ Jay Bishop
JAY BISHOP, District 5

Proposed
LANGFORD FIRE PROTECTION DISTRICT

Beginning at the Southwest corner of Section 15, Township 6 North, Range 3 East, Rankin County, Mississippi; run thence Easterly along the South line of said Section 15 for 4532.5 feet, more or less, to the East line of Mississippi State Highway No. 471; thence Northerly along the East line of Mississippi State Highway No. 471 for 8596.7 feet, more or less, to the South line of the Northwest Quarter of Section 11, Township 6 North, Range 3 East, Rankin County, Mississippi; thence Easterly along the South line of the Northwest Quarter of said Section 11, for 1073.5 feet, more or less, to the Southeast corner of the Northwest Quarter of said Section 11; thence Northerly along East line of the Northwest Quarter of said Section 11 for 1139.6 feet, more or less, to the centerline of Mississippi State Highway No. 25; thence Easterly and parallel to the North line of said Section 11 for 2655.4 feet, more or less, to the East line of said Section 11; thence Northerly along the East line of said Section 11 for 1524.3 feet, more or less, to the Northeast corner of said Section 11; thence Northerly along the East line of Section 2, Township 6 North, Range 3 East, Rankin County, Mississippi for 152.6 feet, more or less, to the centerline of Pelahatchie Creek; thence Easterly along the centerline of Pelahatchie Creek to a point on the North line of Section 9, Township 6 North, Range 4 East, Rankin County, Mississippi; thence Easterly along the North line of Section 9, Township 6 North, Range 4 East, Rankin County, Mississippi for 4861.0 feet, more or less, to the Northeast corner of said Section 9; thence Southerly along the East lines of Section 9 and Section 16, Township 6 North, Range 4 East, Rankin County, Mississippi for 10,685.1 feet, more or less, to the Southeast corner of said Section 16; thence Westerly along the South lines of Section 16 and Section 17, Township 6 North, Range 4 East, Rankin County, Mississippi for 10,648.5 feet, more or less, to the Southwest corner of said Section 17; thence Southerly along the East line of Section 19, Township 6 North, Range 4 East, Rankin County, Mississippi for 5275.3 feet, more or less, to the Southeast corner of said Section 19; thence Westerly along the South line of said Section 19 for 5304.9 feet, more or less, to the Southwest corner of said Section 19; thence Northerly along the West line of said Section 19 for 1317.7 feet, more or less, to the Northeast corner of Section 25, Township 6 North, Range 3 East, Rankin County, Mississippi; thence Westerly along the North line of said Section 25 for 4715.6 feet, more or less, to the Northwest corner of said Section 25; thence Southerly along the West line of said Section 25 for 5314.5 feet, more or less, to the Southwest corner of said Section 25; thence Westerly along the North line of Section 35, Township 6 North, Range 3 East, Rankin County, Mississippi for 2648.5 feet, more or less, to the Northwest corner of the Northeast Quarter of said Section 35; thence Southerly along the West line of the Northeast Quarter of said Section 35 for 2298.8 feet, more or less, to the Northwest corner of that certain tract of land as shown on the 2023 Rankin County, Mississippi Tax Map as Parcel J10-54-132; thence North 68°55'27" East along the North line of said Parcel J10-54-132 for 212.7 feet, more or less, to the Northeast corner of said Parcel J10-54-132; thence South 60°45'33" East along the North line of Parcel J10-54-311A for 254.9 feet, more or less, to the Northeast corner of said Parcel J10-54-311A; thence South 01°27'11" East along the East line of said Parcel J10-54-311A for 300.0 feet, more or less, to the Southeast corner of said Parcel J10-54-311A; thence Westerly along the South line of said Parcel J10-54-311A for 129.5 feet, more or less, to the Northwest corner of Parcel J10-1-10; thence Southerly along the West line of said Parcel J10-1-10 for 636.0 feet, more or less, to the Northwest corner of Parcel J10-1-11; thence Easterly along the North line of said Parcel J10-1-11 for 200.0 feet, more or less, to

the Northeast corner of said Parcel J10-1-11; thence Southerly along the East line of said Parcel J10-1-11 for 945.6 feet, more or less, to a point South of Coon Hunters Road; thence Westerly and parallel to the South line of said Section 35 for 484.6 feet, more or less, to a point on the East line of the West half of said Section 35; thence Southerly along the East line of the West half of said Section 35 for 1064.5 feet to the Northeast corner of the Northwest Quarter of Section 2, Township 5 North, Range 3 East, Rankin County, Mississippi; thence Southerly along the East line of the Northwest Quarter of said Section 2 for 2692.3 feet, more or less, to the Southeast corner of the Northwest Quarter of said Section 2; thence Westerly along the South line of the Northwest Quarter of said Section 2 for 2662.0 feet, more or less, to the Southwest corner of the Northwest Quarter of said Section 2; thence Northerly along the West line of said Section 2 for 2700.0 feet, more or less, to the Northwest corner of said Section 2; thence Westerly along the South lines of Section 34, Section 33, Section 32 and Section 31, Township 6 North, Range 3 East, Rankin County, Mississippi for 21,129.6 feet, more or less to the Southwest corner of said Section 31; thence Northerly along the West line of said Section 31 for 2609.3 feet, more or less, to the South line of Henderson Road; Thence Easterly along the South line of Henderson Road 4746.9 feet, more or less, to the East line of Luckney Road; thence Northwesterly along the East line of Luckney Road for 5979.4 feet, more or less, to the North line of the South half of Section 30, Township 6 North, Range 3 East Rankin County, Mississippi; thence Easterly along the North lines of the South Half of Section 30, Section 29 and Section 28, Township 6 North, Range 3 East, Rankin County, Mississippi for 13,776.5 feet, more or less, to the Northeast corner of the South half of said Section 28; thence Southerly along the West line of Section 27, Township 6 North, Range 3 East, Rankin County, Mississippi for 1180.0 feet, more or less, to a point on the West line of said Section 27 ; thence Easterly and parallel to the North line of said Section 27 for 2574.8 feet, more or less to a point on the West right of way of Mississippi State Highway No. 471; thence Northeasterly along the West line of Mississippi State Highway 471 for 1492.0 feet, more or less, to a point on the North line of Marsman Road; thence Westerly along the North line of said Marsman Road for 1845.8 feet to the West line of the Southeast Quarter of the Northwest Quarter of said Section 27; thence Northerly along the West line of the Southeast Quarter of the Northwest Quarter of said Section 27 for 1156.0 feet, more or less, to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 27; thence Westerly along the South line of the Northwest Quarter of the Northwest Quarter of said Section 27 for 1320.0 feet, more or less, to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 27; thence Northerly along the West line of said Section 27 for 1320.0 feet, more or less, to the Northwest corner of said Section 27; thence Easterly along the North line of said Section 27 for 1320.0 feet, more or less, to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 27; thence Northerly along the West line of the East half of the Southwest Quarter of Section 22, Township 6 North, Range 3 East, Rankin County, Mississippi for 2640.0 feet, more or less, to the Northwest corner of the East half of the Southwest Quarter of said Section 22; thence Westerly along the South lines of the North half of said Section 22 and Section 21, Township 6 North, Range 3 East, Rankin County, Mississippi for 2640.0 feet, more or less, to the Southwest corner of the East half of the Northeast Quarter of said Section 21; thence Northerly along the West line of the East half of the Northeast Quarter of said Section 21 for 2640.0 feet, more or less, to the Northwest corner of the East half of the Northeast Quarter of said Section 21; thence Easterly along the North line of said Section 21 for 1320.0 feet, more or less, to the POINT OF BEGINNING.

BEFORE THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI

A RESOLUTION DECLARING A LOCAL EMERGENCY PURSUANT TO MISS. CODE ANN. SECTION 33-15-31 (1972), AS AMENDED, PROVIDING FOR EMERGENCY ACTION TO ADDRESS DEAD AND DYING TREES SITUATED ON PUBLIC PROPERTY IN UNINCORPORATED RANKIN COUNTY AND AUTHORIZING ANY AND ALL ACTIONS NECESSARY TO RELIEVE THE EMERGENCY CONDITIONS

WHEREAS, pursuant to Miss. Code Ann. Section 33-15-31 (1972), as amended, the Rankin County Board of Supervisors has authority to declare a local emergency when circumstances and conditions warrant same; and

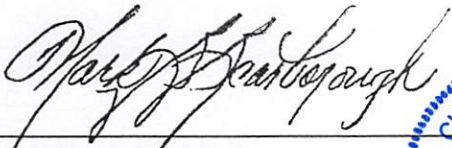
WHEREAS, in preceding months drought conditions experienced in unincorporated Rankin County caused an enormous quantity of trees situated within and immediately adjacent to the public rights-of-way in unincorporated Rankin County to die or to become infested with damaging insects; and

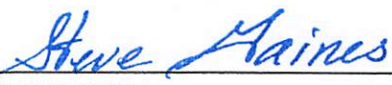
WHEREAS, the sheer quantity of dead or dying trees situated within the public rights-of-way has overwhelmed the County's financial and man-power capacity to efficiently deal with the problem, leaving the motoring public, citizens and property at risk of falling or wind-blown vegetative debris; and

WHEREAS, the Board of Supervisors recognizes its responsibility to address the condition of its public rights-of-way and to keep same safe to the motoring public and to adjacent properties. To accommodate the emergency nature of the situation and to effectively deal with the exorbitant, unanticipated, un-budgeted cost of removal and disposal of dead or dying trees from the public rights-of-way, it is necessary that Rankin County take extraordinary, temporary measures, in conjunction with other local, state or federal partners, to address this emergency situation and to efficiently, economically and safely remove and dispose of all debris occasioned thereby. Said measures will include, but shall not be limited to, the utilization of staging areas in various locations across unincorporated Rankin County and the utilization of any and all necessary methods to efficiently and economically eliminate said debris using such emergency procedures as may conform to guidelines that are applicable given the emergency nature of the measures required, including, but not limited to, State Non-Hazardous Solid Waste Management Regulations, 11 Miss. Admin. Code Pt. 4, Ch. 1, Rule 1.1, Sect. O. It is the express intention of this Emergency Declaration, and it is the instruction of this Board, that all necessary actions must be taken to AVOID and ELIMINATE, as much as possible, the transportation of vegetative debris to any private landfill so as to avoid incurring the costs associated with using a private landfill.

NOW, THEREFORE, IT IS RESOLVED by the Rankin County Board of Supervisors that, retroactive to, and made effective on, May 6, 2024, that a Declaration of Local Emergency is Declared regarding the removal and disposal of dead or dying trees from the public rights-of-way in unincorporated Rankin County; that said Emergency Declaration shall be retroactively effective from and after Midnight, May 6, 2024, and continuing for a period of 150 days therefrom; that said Emergency Declaration shall be extended automatically for successive periods of thirty (30) days unless and until dissolved by action of the Board of Supervisors or until sufficient vegetative debris has been removed and disposed of in conformity herewith so as to end the emergency situation; and that the County Administrator is immediately authorized to take all steps necessary and appropriate to carry out the terms and provisions hereof; to enter into contracts or agreements with third parties for the purpose of carrying out the intentions of this Emergency Declaration; to issue purchase orders (or not) or to engage professional services, as necessary, to carry out the intentions of this Emergency Declaration; to apply for funding necessary to pay for the costs associated with carrying out the provisions and intentions of this Emergency Declaration; and to take any and all other actions, if any, that may be necessary to carry out the intentions and provisions hereof.

SO ADOPTED this the 17th day of June, 2024.


CLERK OF THE BOARD


BOARD PRESIDENT



MEMORANDUM OF UNDERSTANDING

Between the Rankin County Board of Supervisors and Rankin County Administrator

This Memorandum of Understanding ("MOU") is entered into by and between (Insert Your County Name) ("County") Board of Supervisors ("Board") and the County Administrator for Rankin County ("Administrator"), hereinafter the Parties. In consideration of the mutual undertakings described herein, the Parties agree as follows:

WHEREAS, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Administrator is tasked with overseeing the day to day operations of the County; and

WHEREAS, the Board must approve the County's budget and the Administrator executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the County's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between Rankin County and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 444-1-SW-5.6 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current and future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Board agrees to provide, and the Administrator agrees to expend, Funds necessary to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Administrator agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Administrator the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Administrator shall expend the Funds in amounts not to exceed the amounts set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Administrator shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Administrator shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

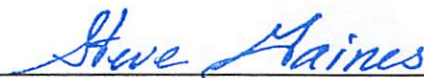
This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

IX. No Third-Party Beneficiary Status Conferred

Nothing herein shall be deemed to confer third-party beneficiary status on any person, firm or corporation under contract with Rankin County to perform services further to this agreement.

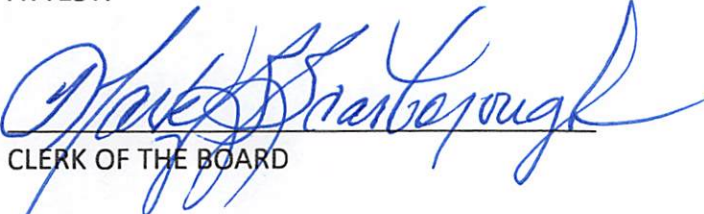
Agreed to this the 17th day of June, 2024.

RANKIN COUNTY BOARD OF SUPERVISORS



President, Board of Supervisors

ATTEST:



CLERK OF THE BOARD

Agreed to this the 17th day of June, 2024.



County Administrator

ATTACHMENT "A"

(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATONS)

MEMORANDUM OF UNDERSTANDING

Between the Rankin County Board of Supervisors and Rankin County Administrator

This Memorandum of Understanding ("MOU") is entered into by and between (Insert Your County Name) ("County") Board of Supervisors ("Board") and the County Administrator for Rankin County ("Administrator"), hereinafter the Parties. In consideration of the mutual undertakings described herein, the Parties agree as follows:

WHEREAS, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Administrator is tasked with overseeing the day to day operations of the County; and

WHEREAS, the Board must approve the County's budget and the Administrator executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the County's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between Rankin County and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 23-1-SW-5.6 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current and future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Board agrees to provide, and the Administrator agrees to expend, Funds necessary to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Administrator agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Administrator the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Administrator shall expend the Funds in amounts not to exceed the amounts set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Administrator shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Administrator shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

IX. No Third-Party Beneficiary Status Conferred

Nothing herein shall be deemed to confer third-party beneficiary status on any person, firm or corporation under contract with Rankin County to perform services further to this agreement.

Agreed to this the 17th day of June, 2024.

RANKIN COUNTY BOARD OF SUPERVISORS



President, Board of Supervisors

ATTEST:



CLERK OF THE BOARD

Agreed to this the 17th day of June, 2024.



County Administrator

ATTACHMENT "A"

(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED
MODIFICATONS)



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June 4th, 2024

Mr. Keith Hicks
County Administrator
Rankin County Board of Supervisors
211 E. Government Street
Brandon, MS 39042

RE: Rankin County Board of Supervisors
UT Neely Creek Ditch Flood Impacts Project
Project No.: B-7741-WE 21255-5.06
Change Order No. 1

Dear Mr. Hicks:

Please find included in this packet all documentation and paperwork necessary for authorization and approval of Change Order No. 1 for Remobilization Costs Due to the Title Max Property and a small section of Grouted Riprap for the UT Neely Creek Ditch Flood Impacts Project (a.k.a. US-Highway 80 Drainage Improvements in Pearl), (ARPA), for Hemphill Construction Co., Inc in the amount of **\$58,125.00**.

We have reviewed this Change Order and believe that the changes proposed are reasonable and recommend it's approval.

Should you have any questions or need additional information, please do not hesitate to contact our office at 601-627-7780.

Sincerely,

Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC

Cc: Greg Bonds, P.E. (Benchmark)
File: B-7741

Brandon | 601.591.1077
Flowood | 601.627.7780
Madison | 769.289.0031
Est. 2004

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Neely Creek Change Order No. 1 Letter.docx
Page 1

Attachment: UT Neely Creek Ditch Flood Impacts Project (ARPA) – Approval of Change Order No. 1 to Hemphill Construction Company, Inc.

CONSTRUCTION CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 1NAME OF PROJECT UT Neely Creek Ditch Flood Impacts ProjectOWNER: Rankin County Board of SupervisorsCONTRACTOR: Hemphill Construction Company, Inc

DESCRIPTION OF CHANGE(S):

1. Add Grout for Riprap to a small section of the ditch where a high velocity side ditch flows into the Project.
2. Remobilization for Title Max Site after On Hold for months.

CHANGE ORDER BREAKDOWN

Pay Item No.	Description	Quantity	Unit	Unit Price	Item Price
CO.1.1	Grout for Existing Riprap	25	CY	\$ 775.00	\$ 19,375.00
CO.1.2	Remobilization for Title Max Site	1	LS	\$ 38,750.00	\$ 38,750.00
Change Order No. 1 Total					\$ 58,125.00

ORIGINAL CONTRACT AMOUNT: \$ 4,286,771.00

PREVIOUS CHANGE ORDERS: \$ -

AMOUNT THIS CHANGE ORDER: \$ 58,125.00 (INCREASE)

TOTAL CHANGE ORDER: \$ 58,125.00

ADJUSTED CONTRACT AMOUNT: \$ 4,344,896.00

ORIGINAL CONTRACT TIME: 240 DAYS

CONTRACT TIME ADJUSTMENT: 0 DAYS (INCREASE)

ADJUSTED CONTRACT TIME: 240 DAYS

RECOMMENDED BY: BENCHMARK ENGINEERING & SURVEYING, LLCBY: Jon BuotTITLE: Project ManagerDATE: 5/28/2024ACCEPTED BY: HEMPHILL CONSTRUCTION COMPANY, INC.BY: Rickie McTITLE: PresidentDATE: 5/28/2024APPROVED BY: RANKIN COUNTY BOARD OF SUPERVISORSBY: Steve GainesTITLE: Board PresidentDATE: 6/17/24

You are hereby authorized to make the following changes/modifications for the above referenced project once this document has been signed by all parties. It is understood and agreed that this change is subject to the terms and conditions of the original contract agreement.

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879

FLORENCE, MS 39073

PROJECT NAME / NO.

UT NEELY CREEK DITCH FLOOD IMPACTS

PEARL, MS

DATE:

MONDAY, APRIL 1, 2024

MODIFICATION NO.

Installation of Grout on
Existing RipRap Channel**COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK**

ITEM NO.	DESCRIPTION				QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
CO 1	Installation of Grout on Existing RipRap Channel				25.00	CY	\$ 775.00	\$ 19,375.00
	LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST		
	\$ 5,624.08	\$ 2,877.00	\$ 2,750.00	\$ 4,250.00	\$ -	\$ 15,501.08		
COST PER UNIT =	\$ 224.96	\$ 115.08	\$ 110.00	\$ 170.00	\$ -	=	\$ 620.04	
	CONTRACTOR'S TAX OF TOTAL AMOUNT @					3.50%	\$ 677.88	\$ 27.12
	CONTRACTOR'S BOND OF TOTAL AMOUNT @					1.50%	\$ 290.64	\$ 11.63
	CONTRACTOR'S NET FEE OF TOTAL AMOUNT @					15.00%	\$ 2,906.40	\$ 116.21
	TOTAL AMOUNT:						\$ 19,376.00	
	PRICE PER UNIT:						\$ 775.00	\$ 775.00

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

OWNER REQUESTED TO ADD CONCRETE "GROUT" ON THE EXISTING RIP RAP CHANNEL AT STATION 31+72 TO HELP CONTROL THE SCOURING OF THE NEW RIP RAP AT THAT LOCATION (MAJOR SIDE DITCH INTERSECTION AT THAT STATION IS CAUSING THE RIP RAP IN THE BOTTOM AND OPPOSITE SIDE SLOPE TO MOVE DOWNSTREAM. THE GROUT WILL HELP IT HOLD-IN-PLACE DURING MAJOR RAIN EVENTS. THE COST INCLUDES REMOBILIZATION WITH HEAVY EQUIPMENT TO REWORK THE EXISTING INSTALLED RIP RAP WITH THE NEW GROUT (REMOVE +/- 12" ROCK, AND GROUT TO HOLE, AND THEN REPLACE RIP RAP ON TOP TO GROUT IN PLACE. CONCRETE GROUT REQUIRED = 40'-LONG X 20'-WIDE X 8"-THICK = 20 CY + 2(20'-LONG X 5'-WIDE X 8" THICK) = 5 CY = TOTAL 25 CY COST ALSO INCLUDES DEWATERING THE GROUTED AREA AS MUCH AS POSSIBLE - SOME WATER WILL BE LEFT THAT THE GROUT WILL PUSH OUT - WORK WILL TAKE APPROXIMATELY TWO (2) WORK DAYS TO COMPLETE.

LABOR

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/DAY	DAY	TOTAL
1	HEMPHILL LABOR COST	1	EACH	\$ 1,826.00	2	\$ 3,652.00
2		1	EACH	\$ -	0	\$ -
	SUBTOTAL:					\$ 3,652.00
	PAYROLL TAXES AND INSURANCE:				54.00%	\$ 1,972.08
	TOTAL:					\$ 5,624.08

EQUIPMENT - OPERATING

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/DAY	DAY	TOTAL
1	HEMPHILL EQUIPMENT COST	1	EACH	\$ 1,438.50	2	\$ 2,877.00
2		1	EACH	\$ -	0	\$ -
	TOTAL:					\$ 2,877.00

EQUIPMENT - STANDBY

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1		0	EACH	\$ -	0	\$ -
2		0	EACH	\$ -	0	\$ -
	TOTAL:					\$ -

RENTAL

ITEM NO.	DESCRIPTION (BASED ON 30 DAYS/MONTH)	QUANTITY	ITEM UNIT	UNIT RATE/EA	DAY	TOTAL
1	Cat 324/316 Excavator Mobilization & Demo	2	EACH	\$ 475.00	1	\$ 950.00
2	Concrete Pump Truck - 1 day	8	HOURS	\$ 225.00	1	\$ 1,800.00
3		0	HOURS	\$ -	0	\$ -
	TOTAL:					\$ 2,750.00

MATERIAL

ITEM NO.	DESCRIPTION (BASED ON 30 DAYS/MONTH)	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	Concrete Grout w/Pea Gravel	25	CY	\$ 150.00	\$ 3,750.00
4	Misc. Materials (brooms, curing, etc.)	1	EA	\$ 500.00	\$ 500.00
	TOTAL:				\$ 4,250.00

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	EACH	TOTAL
		0	EACH	\$ -	0	\$ -
		0	EACH	\$ -	0	\$ -
	TOTAL:					\$ -

Attachment: UT Neely Creek Ditch Flood Impacts Project (ARPA) – Approval of Change Order No. 1 to Hemphill Construction Company, Inc.



BOARD OF SUPERVISORS

"Government of the People"

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

Telephone: (601) 825 -1475
Fax: (601) 825 -9600

Department of Information Technology Services (ITS)
3771 Eastwood Drive
Jackson, MS 39211

ITS,

The Rankin County Board of Supervisors requests the following .gov web address be assigned for our use, in accordance with the State of MS Domain Name Policy:

rankin.county.ms.gov

Thank you.

Respectfully,

Steve Gaines
President
Rankin County Board of Supervisors

Attachment: GOV Domain Name Request (20491 : Approval to Reserve County Web Address, in Accordance with the State Of)