Rankin County Board of Supervisors

Regular Board Meeting

~ Minutes ~

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

Larry Swales
Chancery Clerk

Monday, September, 16, 2024 **9:00 AM** **Rankin Board Room**

I. Call to Order

9:00 AM Meeting called to order on September 16, 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	Late	9:04 AM
Jay Bishop	Supervisor District 5	Late	9:02 AM
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. David Hammack, County Noise Ordinance (District 1) - residing at 160 The Elms Dr

Supervisor Bishop entered the board meeting at 9:02 a.m.

IV. OLD BUSINESS

A. Minutes Approval:
A. September 3, 2024
B. September 9, 2024

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

Supervisor Berry entered the board meeting at 9:04 a.m.

V. CONSENT AGENDA

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

1. APPROVAL OF THE FOLLOWING:

Financial

A. Approval of claims docket in the amount of $8,675,775.61

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

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

C. Approval of Budget Amendment for Chancery Court to transfer between line items, no increase

D. Acknowledgement of receipt of FY 9/30/25 Budget Worksheet for the Pinelands Public Improvement District

Appointments

E. Approval to re-appoint Jeff Little to the Reservoir Fire Protection District Board of Directors for a term of five years starting October 31, 2024

Contracts, Agreements and Grants

F. 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 Laurel Kett, LLC providing substance use disorder (SUD) treatment services, specifically therapy services

G. 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 Shelby Pace, LLC providing substance use disorder (SUD) treatment services, specifically therapy services

H. 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 Stillwaters Counseling Group, PLLC providing substance use disorder (SUD) treatment services, specifically therapy services

I. Authority to accept the Department of Public Safety, Justice Assistance Subgrant (JAG) for Youth Court in the amount of $150,000.00; this grant will provide additional funding for existing Juvenile Intervention (Drug Treatment) Courts to develop and enhance the services provided to our clients

J. Authority for Director of Information Technology or County Administrator or other appropriate personnel to execute enterprise software agreements with Microsoft and/or Authorized Re-Seller of

Microsoft products. Authority to issue payments to party or parties identified in enterprise software agreements pursuant upon presentation of invoices or other documentation requesting payment in conformity with agreement (see attached agreements)

K. Approval of Merchant Processing Agreements between Rankin County (for the Board of Supervisors Office and Animal Shelter) and Graphite Payments, LLC, for processing of credit/debit cards and authority for County Administrator to execute documents

L. Approval for Rankin County to enter into Annual Computer Software Support Agreement with Delta Computer Systems, Incorporated and authority to execute documents for FY 2024:
Solid Waste Billing System - $1,235.00 to $1,300.00
Chancery Clerk - $470.00/monthly to $490.00
Tax Assessor - $3,070.00/monthly to $3,225.00
Tax Collector - $2,690.00/monthly to $2,830.00

M. Approval of request from The Pearson Foundation for the FY 2024 Recreational Funds (District 5) in the amount of $5,268.27 as authorized by HB1744 Regular Session; these funds will be used for the purchase of outdoor recreation, sports, and fitness equipment

Other

N. Authorization for Board President to sign letter of support to Delta Regional Authority supporting City of Pearl's request for funding for sanitary sewer system improvements on Mississippi Highway 475 south of I-20. The support letter does not obligate Rankin County to provide any funding

O. Acknowledgement of County Court Order ratifying and authorizing payment of invoices for expenditures of funds deemed necessary for public health, safety and welfare and authority to issue payments

2. AUTHORITY TO ISSUE CHECKS:

Dues and Training Conferences

A. Authority for Brad Turner to attend the 11th Annual One Loud Voice Conference on November 12 - 14, 2024, in Biloxi, MS and authority to pay any travel related expenses (registration and lodging will be paid by the MS Children Advocacy Center)

B. Authority to issue check for invoice #90148154 from MLEOTA for tuition in the amount of $2,500.00 and meals in the amount of $220.00 for training Tyler Burnell attended in August of 2024

C. Authority to pay registration fees in the amount of $265.00/person and hotel fees in the amount of $290.00/person for seven (7) Youth Court employees to attend the 11th Annual One Loud Voice Conference on November 12 - 14, 2024, in Biloxi, MS and authority to issue checks and pay any travel related expenses

D. Authority to pay registration fees in the amount of $150.00 each for David Gunter and Brent Smith to attend the Mississippi Association of Collectors and Assessors (MACA) Fall Conference on October 28 - 31, 2024, in Tupelo, MS, along with Staci McNinch and Kristy Lewis (No registration fees required) and authority to issue check and pay any travel related expenses

E. Authority to pay registration fees in the amount of $150.00 each for Staci McNinch, David Gunter, Kristy Lewis, Brent Smith, and $175.00

for Mark Wroten to attend the IAAO Fall Workshop on October 30 - 31, 2024, in Tupelo, MS and authority to pay hotel fees in the amount of $426.00 each for David Gunter & Brent Smith, $284.00 for Mark Wroten, an $596.00 for Staci McNinch and authority to issue checks and pay any travel related expenses

F. Authority to pay any travel related expenses for Board Attorney, and Supervisor to travel to Washington, D.C., during the third week of September 2024

3. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Randy Newell (New Hire, School Resource Officer) at Step 418; Road Department: Preston Reinhardt (New Hire, Driver) at Step 326; Youth Court: Barry Belue (Promotion to Intervention Court Coordinator; Salary will be 100% DPS Grant Funds) at Step 432;

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

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

1.	**a**	Vardoc Advertisement for Bids for Fleet Leasing Program (Proof)	(PDF)
2.	b	Vardoc August 15, 2024 Minutes (Proof)	(PDF)
3.	c	Vardoc August 29, 2024 Minutes (Proof)	(PDF)
4.	d	Vardoc Notice of Public Hearing for Brandon Heights TIF Project (Proof)	(PDF)
5.	e	Vardoc Notice of Public Hearing for Proposed Budget & Proposed Tax Levies (Proof)	(PDF)
6.	f	Vardoc Spire Settlement Agreement & Release	(PDF)

VI. CRAIG SLAY, BOARD ATTORNEY

A. Public Hearing on Proposed Fiscal Year 2025 Budget

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

RESULT: NO ACTION

VII. HEWITT PITTMAN, PURCHASE CLERK

A. Authority to advertise for proposals for the collection of household hazardous waste for Rankin County

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

VIII. MIKE HARRISON, ROAD MANAGER

A. Road Work Accomplished for August 2024 and Road Work Scheduled for September 2024

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

B. Request for approval of CenterPoint Utility Permit No. 02-24-405 to construct a Gas Main Extension to be installed between Bragg Street and HWY 471 (District 2)

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

C. Approval of lease agreement between Pan Southern Ag, LLC and Rankin County for a satellite Road Office/Barn facility located in District 3 and authority for Board President to execute documents

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Brad Calhoun, Vice President
SECONDER:	Sid Scarbrough, Supervisor District 1
AYES:	Steve Gaines, Brad Calhoun, Sid Scarbrough, Scott Berry
NAYS:	Jay Bishop

D. Motion to add "Approval to update the County Road Plan, as required by state law, with Civil-Link, LLC. Authority to proceed with Item #1 on the Civil-Link, LLC., proposal submitted during the September 3, 2024 board meeting" to the agenda

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

E. Approval to update the County Road Plan, as required by state law, with Civil-Link, LLC. Authority to proceed with Item #1 on the Civil-Link, LLC., proposal submitted during the September 3, 2024 board meeting (2024-2025 Road Work Plan Development)

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

IX. TIM PARKER, COUNTY CONSULTING ENGINEER

A. Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks - Program Element No. 3.02 - Approval of Pay Application No. 3 from Hodges Land Services in the amount of $172,885.43 and authority to issue the check. (District 3)

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

B. Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks - Program Element No. 3.02 - Approval of Change Order No. 1 in the amount of an increase of $34,426.81 for additional items

required to achieve proper detention and hydrologic restoration on the project. This authorization is based upon the specific finding by the Board of Supervisors that (1) the contract changes are necessary and would better serve the purposes of the governing authority; (2) the changes are reasonably within the scope of the original project; (3) the changes are commercially reasonable; and (4) the change order is not intended to circumvent the bid law (District 3)

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

C. Bridge Replacement - SA61-A055 Gunter Road - Recommend Final Payment in the amount of $659,239.40 under PO# 242225 to Hemphill Construction Company, Inc. and authority to issue check (District 1)

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

D. Approval of pay application No. 1 on the Watershed Protection Program Element 2.02 Pinebrook Subdivision from Southeastern Pipeline and Environmental Services for $584,250.00 and authority to issue check

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

E. Approval of Contract Change Order No. 2 on the Gunter Road Improvement Phase II for $11,226.00 to finalize the quantities for the waterline relocation

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

F. Approval of Pay Application No. 5 Five from Hemphill Construction Company, Inc. for work performed on the Gunter Road Improvements Phase II project for $158,996.96 and authority to issue check

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

X. CRAIG SLAY, BOARD ATTORNEY

Set Public Hearings:

A. Set Public Hearing for October 7, 2024, at 9:00 a.m. for Michael & Tara Howington Conditional Use Permit, 517 Parkway Circle (District 4)

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

Public Hearings:

B. Public Hearing for Jordan Blissett Conditional Use Permit, 1300 Shiloh Road (District 3)

1. Action on Jordan Blissett

Board Attorney, Craig Slay, opened the public meeting. Hearing no 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

C. Public Hearing for the Consideration of Brandon Heights Tax Increment Financing Plan and County Participation

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

RESULT:	**NO ACTION**

Other:

D. Consideration of, and potential action to adopt, Resolution Approving County Participation in Brandon Heights Tax Increment Financing Plan. Approval contingent upon Section Four (4) of the Resolution being removed upon satisfaction received from the City of Brandon regarding acreage the county is developing

***Community Development Director, Sam Hawkins present on behalf of the City of Brandon**

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

E. Authority for Rankin County Tax Collector to correct records reflecting ad valorem tax obligations allegedly owed by owners/occupiers of mobile homes/manufactured homes where it has been confirmed that the ad valorem taxes assessed to said owner/occupier is erroneous. Attached as Exhibit "A" is a listing by PPIN, owner names, addresses, tax years, reason for classification as erroneous, tax amount reflected, and other information that demonstrates the Tax Collector's effort to determine the viability of the records contained in the county's system. Authority of Tax Collector to remove all records classified as erroneously assessed. Authority of Tax Collector to work with any third parties to remove erroneously assessed records from any ongoing collection activity

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

F. Adoption of resolution providing county participation in local matching responsibility not to exceed thirty (30%) for water line service project using Delta Regional Authority grant funds. The county's match responsibility is contingent upon the local match being provided by an appropriation from the state legislature covering the entirety of the local match

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

G. Acknowledgement of receipt of Rankin County Chancery Court Judgment in Cause Number 2021-1035-R, Smith v. Grant-Smith wherein said Judgment requires the Rankin County Chancery Clerk, Mark S. Scarborough, to execute the set of Restrictive Covenants required by Rankin County authorizing the subdividing of the real property described in the Restrictive Covenants on behalf of a property owner, Sharon Grant Smith, who has failed and refused to execute said Restrictive Covenants thereby preventing the other parcel owners from being able to obtain building permits. Authorization of Board President to execute the Restrictive Covenants on behalf of the Board of Supervisors in conformity with the Chancery Court Judgment; authorization of the Chancery Clerk to file the restrictive covenants in the land records and for the filed restrictive covenants to be placed with the Minutes of the Rankin County Board of Supervisors

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

H. Authorization for Board President to execute Mutual Aid Agreement between Rankin County and the 172nd Airlift Wing, United States Air Force, for Emergency Fire Response Activities. This Mutual Aid Agreement reflects a desire on the part of the parties to assist in the event of an emergency requiring specialized fire protection response

***EOC Director, Brian Grantham provided details regarding agreement**

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

I. Discussion of, and potential action to adopt, updated TIF policy effective 10-1-24

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

XI. KEITH HICKS, COUNTY ADMINISTRATOR

A. Approval to adopt the FY25 Budget in the amount of $257,569,359.00

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

B. Authority to publish the FY25 Combined Budget for Publication

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

C. Authority to adopt and publish the FY25 Tax Levy of 41.74 Mills which represents a zero mill increase over FY24 and 55.78 Mills for the Rankin County School District which represents a zero mill increase

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

D. Authorization of Board President to execute MOA between Rankin County and the Mississippi Transportation Commission for the Overlay of Old US 49 Road from Cleary Road to Old Hwy 49; STP-6968-00(001) LPA / 109716-701000

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

E. Discussion of and potential action on Justice Center Chiller Replacement bids award. Approval to award bid to Upchurch Services, LLC., in the amount of $204,900.00

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

B. Motion to go into Executive Session to discuss property acquisition and potential economic development

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

C. Motion to come out of Executive Session

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

D. Outcome of Executive Session

No action taken

XIII. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Motion to add the following to the agenda:
1. Acknowledgment of receipt of recommendation of condemnation, received from the county's right of way acquisition agent on the Florence Byram Parkway Project, and authority for legal counsel to proceed with condemnation procedure through court
2. Authority to reject landowner counteroffer on the Florence Byram Parkway Project, and approve administrative adjustment in the additional amount of $16,480.00

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

B. Acknowledgment of receipt of recommendation of condemnation, received from the county's right of way acquisition agent on the Florence Byram Parkway Project, and authority for legal counsel to proceed with condemnation procedure through court on Parcel 006

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

C. Authority to reject landowner counteroffer received from Geaux 13 Properties, LLC., on the Florence Byram Parkway Project, and approve an administrative adjustment in the additional amount of $16,480.00 (no change for the temporary construction easement in price per square foot)

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 September 30, 2024, at 9:00 a.m.

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

This the 16th Day of September 2024

CHANCERY CLERK
RANKIN COUNTY, MS

Steve Gaines

STEVE GAINES, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

Mark S. Scarborough

MARK S. SCARBOROUGH , CLERK OF THE BOARD

Docket of Claims
Claims paid from 08/16/2024 thru 09/15/2024

SUMMARY OF ALL FUNDS

FUND 1	Claims	3318	to	3580	Checks	261 Total	1,676,810.78	Manual		Held	Total 1,676,810.78
FUND 12	Claims	46	to	49	Checks	4 Total	12,904.06	Manual		Held	Total 12,904.06
FUND 25	Claims	115	to	123	Checks	9 Total	1,469,372.02	Manual		Held	Total 1,469,372.02
FUND 31	Claims	3	to	3	Checks	1 Total	638.40	Manual		Held	Total 638.40
FUND 97	Claims	185	to	202	Checks	18 Total	51,272.52	Manual		Held	Total 51,272.52
FUND 104	Claims	11	to	11	Checks	1 Total	1,893.75	Manual		Held	Total 1,893.75
FUND 105	Claims	86	to	90	Checks	5 Total	671,030.40	Manual		Held	Total 671,030.40
FUND 106	Claims	118	to	128	Checks	11 Total	14,032.83	Manual		Held	Total 14,032.83
FUND 114	Claims	67	to	72	Checks	6 Total	24,013.27	Manual		Held	Total 24,013.27
FUND 150	Claims	860	to	934	Checks	75 Total	1,360,785.16	Manual		Held	Total 1,360,785.16
FUND 160	Claims	73	to	82	Checks	10 Total	457,099.08	Manual		Held	Total 457,099.08
FUND 190	Claims	8	to	9	Checks	2 Total	6,955.00	Manual		Held	Total 6,955.00
FUND 319	Claims	24	to	24	Checks	1 Total	165,150.59	Manual		Held	Total 165,150.59
FUND 320	Claims	32	to	33	Checks	2 Total	6,652.52	Manual		Held	Total 6,652.52
FUND 323	Claims	2	to	3	Checks	2 Total	81,943.98	Manual		Held	Total 81,943.98
FUND 325	Claims	19	to	19	Checks	1 Total	3,445.00	Manual		Held	Total 3,445.00
FUND 650	Claims	45	to	48	Checks	4 Total	101,389.31	Manual		Held	Total 101,389.31
FUND 654	Claims	12	to	12	Checks	1 Total	43,892.74	Manual		Held	Total 43,892.74
FUND 657	Claims	11	to	11	Checks	1 Total	5,801.39	Manual		Held	Total 5,801.39
FUND 658	Claims	10	to	10	Checks	1 Total	140.97	Manual		Held	Total 140.97
FUND 659	Claims	10	to	10	Checks	1 Total	431.64	Manual		Held	Total 431.64
FUND 660	Claims	10	to	10	Checks	1 Total	233.44	Manual		Held	Total 233.44
FUND 661	Claims	10	to	10	Checks	1 Total	58.05	Manual		Held	Total 58.05
FUND 662	Claims	9	to	9	Checks	1 Total	115.22	Manual		Held	Total 115.22
FUND 663	Claims	10	to	10	Checks	1 Total	181.73	Manual		Held	Total 181.73
FUND 664	Claims	10	to	10	Checks	1 Total	355.23	Manual		Held	Total 355.23
FUND 665	Claims	10	to	10	Checks	1 Total	86.48	Manual		Held	Total 86.48
FUND 666	Claims	12	to	12	Checks	1 Total	14,179.14	Manual		Held	Total 14,179.14
FUND 667	Claims	12	to	12	Checks	1 Total	9,876.70	Manual		Held	Total 9,876.70

Attachment: Claims Docket 8-16-24 for 9-15-2024 (20841 : Approval of Claims Docket in the Amount of

FUND 669 Claims	9	to	9	Checks	1	Total	1,900.00	Manual	Held	Total	1,900.00
FUND 675 Claims	27	to	27	Checks	1	Total	181,161.45	Manual	Held	Total	181,161.45
FUND 676 Claims	37	to	47	Checks	11	Total	4,510.23	Manual	Held	Total	4,510.23
FUND 681 Claims	444	to	492	Checks	49	Total	2,088,147.91	Manual	Held	Total	2,088,147.91
FUND 690 Claims	12	to	12	Checks	1	Total	53,296.20	Manual	Held	Total	53,296.20
FUND 691 Claims	12	to	12	Checks	1	Total	75,231.76	Manual	Held	Total	75,231.76
FUND 692 Claims	12	to	12	Checks	1	Total	22,787.60	Manual	Held	Total	22,787.60
FUND 693 Claims	12	to	12	Checks	1	Total	67,999.06	Manual	Held	Total	67,999.06
Total for all Funds				Checks	491	Total	8,675,775.61	Manual	Held	Total	8,675,775.61

Attachment: Claims Docket 8-16-24 for 9-15-2024 (20841 : Approval of Claims Docket in the Amount of

Budget Amendment Verification Report
9/ 6/2024

GENERAL COUNTY CHANCERY COURT

Account	Objective Name	Date	Before Change	Change	After Change
001160557	COURT REPORTERS/ADM.(A.O.C.)	9/16/2024	515,500.00	-2,000.00	513,500.00
001160639	SIGNS	9/16/2024		2,000.00	2,000.00

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

* Fund Totals 001 GENERAL COUNTY	515,500.00		515,500.00
* Report Totals	515,500.00		515,500.00

Attachment: Budget Amendment for Chancery Court to Transfer between Line Items (No Increase) (20843

Pinelands Public Improvement District
FY 09/30/25 Budget

REVENUES					FY 2025 Budget
Special Assessment Revenues		Amount			
Residential	918	$ 300.00	$	275,400	
Acreage	317.54	$ 900.00	$	285,786	
					$ 561,186
Interest Income					75,545
Total Revenues					636,731
EXPENDITURES					
Debt Service					583,150
General Operating					183,700
Total Expenditures					766,850
Revenues Over (Under) Expenditures					$ (130,119)

Attachment: FY25 Budget Worksheet for the Pinelands Public Improvement District (20844 : Acknowledgement of Receipt of FY 9/30/25 Budget

Attachment: Re-Appointment of Jeff Little to Reservoir Fire Protection District (20871 : Approval to Re-Appoint Jeff Little to the Reservoir Fire

September 12, 2024

Mr. Scott Berry
Supervisor, District 2
211 East Government Street
Brandon, Mississippi 39047

Dear Mr. Berry:

As Chief of the Reservoir Fire Protection District, I am pleased to announce that the Board of Commissioners have voted, unanimously, to re-nominate Mr. Jeff Little to the current position of Commissioner that is expiring on October 31, 2024 on our board. With Jeff's extensive business background, the Board feels that Mr. Little will continue to be a vital part of the direction and growth of Reservoir Fire Department in the years to come.

Thanks for your consideration!

Sincerely,

Josh Swales
Fire Chief
Reservoir Fire Department

Memorandum of Understanding

Between

RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT

And

Laurel Kett, LLC

This Memorandum of Understanding is entered into the 16 day of September, 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 **Laurel Kett, LLC**, located at 6A Professional Parkway, Ridgeland, MS 39157. Mailing Address is 201 Huntview Drive, Brandon, MS 39042.

Purpose:

The purpose of the Memorandum of Understanding between FDTC and Laurel Kett, LLC is to develop an agreement between both agencies regarding the provision of Substance Use Disorder (SUD) Treatment services, specifically, therapy services.

Responsibilities:

Laurel Kett, LLC agrees to:

1. Provide a designated point of contact to coordinate referrals from FDTC.

2. Based on availability and program capacity:
    a. 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 therapy services rendered for FDTC participants within thirty (30) days of the participant's voluntary leaving or termination from Laurel Kett, LLC.

5. Provide regular updates to FDTC Staff regarding FDTC client's participation, attendance, drug screening results, and any other necessary updates.

Attachment: MOU between Youth Court and Laurel Kett, LLC (20845 : Authorization for Board President and Appropriate Representative of

Rankin County Family Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Laurel Kett, LLC.

2. To the extent that grant funding is available to cover the costs associated with this Agreement, to be financially responsible for the cost of therapy services provided by Laurel Kett, LLC 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 Laurel Kett, LLC when an invoice is provided from Laurel Kett, LLC and made expressly contingent upon available grant funding.

3. Provide Laurel Kett, LLC 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 therapy services provided by Laurel Kett, LLC to individuals referred by FDTC prior to the effective termination date of the agreement, contingent upon available grant funding.

Nondiscrimination Assurances:

Laurel Kett, LLC 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

Attachment: MOU between Youth Court and Laurel Kett, LLC (20845 : Authorization for Board President and Appropriate Representative of

allotted to Laurel Kett, LLC 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
l00 Court Cove
Pelahatchie. MS 39145

If to Laurel Kett, LLC:

Laurel Kett
Executive Director
Laurel Kett, LLC
201 Huntveiw Drive
Brandon, MS 39042

This MOU contains the entire agreement between the parties and supersedes any previous understandings, commitments, or arrangements (oral or written) with respect to this MOU. The individuals below hereby attest to and certify by means of their signatures their authority as representatives of the herein-named institutions for purposes of this MOU.

_____ _____

Judge _____ Date

Attachment: MOU between Youth Court and Laurel Kett, LLC (20845 : Authorization for Board President and Appropriate Representative of

Rankin County Youth Court Judge

Steve Gaines — 9-16-24

Rankin County Board of Supervisors — Date

_____ — _____

_____ — Date

Executive Director of Laurel Kett, LLC

Attachment: MOU between Youth Court and Laurel Kett, LLC (20845 : Authorization for Board President and Appropriate Representative of

Memorandum of Understanding

Between

RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT

And

LAUREL KETT, LLC

ATTACHMENT A – FEE SCHEDULE

Service Description	Rate/Unit
Individual Session	$175.00
Group Session (1-5 participants)	$1500.00
Group Session (6-12 participants)	$2000.00
Group Sessions (10+ participants)	$2500.00

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

Attachment: MOU between Youth Court and Laurel Kett, LLC (20845 : Authorization for Board President and Appropriate Representative of

Memorandum of Understanding

Between

RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT

And

SHELBY PACE, LLC

This Memorandum of Understanding is entered into the 16 day of September, 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 **Shelby Pace, LLC**, located at 6A Professional Parkway, Ridgeland, MS 39157. Mailing Address is 1622 Old Lake Rd, Brandon, MS 39042.

Purpose:

The purpose of the Memorandum of Understanding between FDTC and Shelby Pace, LLC is to develop an agreement between both agencies regarding the provision of Substance Use Disorder (SUD) Treatment services, specifically, therapy services.

Responsibilities:

Shelby Pace, LLC agrees to:

1. Provide a designated point of contact to coordinate referrals from FDTC.

2. Based on availability and program capacity:
    a. 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 therapy services rendered for FDTC participants within thirty (30) days of the participant's voluntary leaving or termination from Shelby Pace, LLC.

5. Provide regular updates to FDTC Staff regarding FDTC client's participation, attendance, drug screening results, and any other necessary updates.

Attachment: MOU between Youth Court and Shelby Pace, LLC (20846 : Authorization for Board President and Appropriate Representative of

Rankin County Family Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Shelby Pace, LLC.

2. To the extent that grant funding is available to cover the costs associated with this Agreement, to be financially responsible for the cost of therapy services provided by Shelby Pace, LLC 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 Shelby Pace, LLC when an invoice is provided from Shelby Pace, LLC and made expressly contingent upon available grant funding.

3. Provide Shelby Pace, LLC 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 therapy services provided by Shelby Pace, LLC to individuals referred by FDTC prior to the effective termination date of the agreement, contingent upon available grant funding.

Nondiscrimination Assurances:

Shelby Pace, LLC 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

Attachment: MOU between Youth Court and Shelby Pace, LLC (20846 : Authorization for Board President and Appropriate Representative of

allotted to Shelby Pace, LLC 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 Shelby Pace, LLC:

Shelby Pace
Executive Director
Shelby Pace, LLC
1622 Old Lake Rd.
Brandon, MS 39042

This MOU contains the entire agreement between the parties and supersedes any previous understandings, commitments, or arrangements (oral or written) with respect to this MOU. The individuals below hereby attest to and certify by means of their signatures their authority as representatives of the herein-named institutions for purposes of this MOU.

_____ _____

Judge _____ Date

Attachment: MOU between Youth Court and Shelby Pace, LLC (20846 : Authorization for Board President and Appropriate Representative of

Rankin County Youth Court Judge

Steve Gaines

Rankin County Board of Supervisors

9-16-24

Date

_____

_____

Date

_____

Executive Director of Shelby Pace, LLC

Attachment: MOU between Youth Court and Shelby Pace, LLC (20846 : Authorization for Board President and Appropriate Representative of

Memorandum of Understanding

Between

RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT

And

SHELBY PACE, LLC

ATTACHMENT A – FEE SCHEDULE

Service Description	Rate/Unit
Individual Session	$175.00
Group Session (1-5 participants)	$1500.00
Group Session (6-12 participants)	$2000.00
Group Sessions (10+ participants)	$2500.00

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

Attachment: MOU between Youth Court and Shelby Pace, LLC (20846 : Authorization for Board President and Appropriate Representative of

Memorandum of Understanding

Between

RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT

And

STILLWATERS COUNSELING GROUP, PLLC

This Memorandum of Understanding is entered into the 16 day of September, 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 **Stillwaters Counseling Group, PLLC**, located at 199 Charmont Pl Suite 1, Ridgeland, MS 39157. Mailing Address 199 Charmont Pl Suite 1, Ridgeland, MS 39157.

Purpose:

The purpose of the Memorandum of Understanding between FDTC and Stillwaters Counseling Group, PLLC is to develop an agreement between both agencies regarding the provision of Substance Use Disorder (SUD) Treatment services, specifically, therapy services.

Responsibilities:

Stillwaters Counseling Group, PLLC agrees to:

1. Provide a designated point of contact to coordinate referrals from FDTC.

2. Based on availability and program capacity:
    a. 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 therapy services rendered for FDTC participants within thirty (30) days of the participant's voluntary leaving or termination from Stillwaters Counseling Group, PLLC.

5. Provide regular updates to FDTC Staff regarding FDTC client's participation, attendance, drug screening results, and any other necessary updates.

Attachment: MOU between Youth Court and Stillwaters Counseling Group, PLLC (20848 : Authorization for Board President and Appropriate

Rankin County Family Drug Treatment Court agrees to:

1. Provide a designated point of contact to coordinate referrals to Stillwaters Counseling Group, PLLC.

2. To the extent that grant funding is available to cover the costs associated with this Agreement, to be financially responsible for the cost of therapy services provided by Stillwaters Counseling Group, PLLC 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 Stillwaters Counseling Group, PLLC when an invoice is provided from Stillwaters Counseling Group, PLLC and made expressly contingent upon available grant funding.

3. Provide Stillwaters Counseling Group, PLLC 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 therapy services provided by Stillwaters Counseling Group to individuals referred by FDTC prior to the effective termination date of the agreement, contingent upon available grant funding.

Nondiscrimination Assurances:

Stillwaters Counseling Group, PLLC 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:

Attachment: MOU between Youth Court and Stillwaters Counseling Group, PLLC (20848 : Authorization for Board President and Appropriate

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 Stillwaters Counseling Group, PLLC 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
l00 Court Cove
Pelahatchie. MS 39145

If to Stillwaters Counseling Grup, PLLC:

Brain Hilburn
Executive Director
Stillwaters Counseling Group, PLLC
199 Charmont Pl, Suite 1
Ridgeland, MS 39157

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.

_____ _____

Attachment: MOU between Youth Court and Stillwaters Counseling Group, PLLC (20848 : Authorization for Board President and Appropriate

Judge _____ Date

Rankin County Youth Court Judge

Steve Gaines 9-16-24

Rankin County Board of Supervisors Date

_____ _____

_____ Date

Executive Director of Stillwaters Counseling Group, PLLC

Attachment: MOU between Youth Court and Stillwaters Counseling Group, PLLC (20848 : Authorization for Board President and Appropriate

Memorandum of Understanding

Between

RANKIN COUNTY YOUTH COURT FAMILY DRUG INTERVENTION COURT

And

STILLWATERS COUNSELING GROUP, PLLC

ATTACHMENT A – FEE SCHEDULE

Service Description	Rate/Unit
Individual Session	$175.00

All fees for services are non-refundable if the individual referred by FDTC terminates participation in services against the advice of Stillwaters Counseling Group, PLLC, or if discharged from services for violations of program policy.

Attachment: MOU between Youth Court and Stillwaters Counseling Group, PLLC (20848 : Authorization for Board President and Appropriate

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

August 15, 2024

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

Subject: Project Number: 23DC1611
Program: Justice Assistance Grant (JAG)
Effective Date: August 15, 2024

Dear President Gaines:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **$150,000.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances *(Attachment A)*
6. Certification of Equal Employment Opportunity *(Attachment B)*
7. Federal Civil Rights Compliance Checklist *(Attachment C-1)*
8. Civil Rights Training Certificate *(Attachment C-2)*
9. Discrimination Complaint Policy and Procedures *(Attachment E)*
10. Certification Regarding Debarment *(Attachment F)*
11. Certification Regarding Lobbying *(Attachment G)*
12. Copy of Current CCR Registration
13. Return Document Checklist

We particularly want to bring to your attention the requirement that items **1 – 13 (*with the exception of item #9)* should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately**. ***Please retain a copy for your files.*** If there are any questions concerning this award, please contact Micheal Hall at (601) 391-4887.

Sincerely,

Sharon D. Nguyen
Office Director

Attachment: Acceptance of the MS Justice Assistance Grant (JAG) (20849 : Authority to Accept the Department of Public Safety, Justice

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
152 Watford Parkway Drive
Canton, MS 39046
Phone: (601) 391-4900

1. Name, Address, Email, & Phone Number:

Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042
(601) 825-1475 & (601) 824-2545

Pspence@rankincounty.org

2. Effective Date: August 15, 2024

3. Sub-grant Number: 23DC1611

4. Federal Award Identification Number: 15PBJA-23-GG-02996-MUM

5. Beginning & Ending Dates: 08/15/2024 – 07/31/2025

6. Unique Entity ID: J1X8TJAWCHZ9

7. CFDA Number: 16.738

8. Name of Federal Awarding Agency: BJA

9. Federal Award Date: 10/01/2022 – 09/30/2026

10. Sub-grant Payment Method: Cost Reimbursement X Other:

11. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budge
	Federal	%	State/Local	%	In-Kind	%	
Personnel	$ 94,816.00						$ 94,816.00
Fringe Benefits	$ 42,278.00						$ 42,278.00
Equipment							
Travel							
Operating Expenses	$ 2,489.00						$ 2,489.00
Contractual Services	$ 10,417.00						$ 10,417.00
Miscellaneous							
Indirect Costs							
TOTAL	$ 150,000.00						$ 150,000.00

12. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.
Statement of Special Conditions, Civil Rights Training Certification, Standard Assurances, Certification Regarding Debarment, Certification Regarding Equal Employment, Certification Regarding Lobbying, Civil Rights Compliance Checklist, Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
13. Typed Name & Title of Approving DPSP Official: Sharon D. Nguyen Office Director	14. Typed Name & Title of Authorized Sub-grantee Official Steve Gaines President, Rankin Co. BOS
15. Signature: Sharon D. Nguyen Date: 08/15/2024	16. Signature: Steve Gaines Date: 9-16-24

Attachment: Acceptance of the MS Justice Assistance Grant (JAG) (20849 : Authority to Accept the Department of Public Safety, Justice

DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET

1. Applicant Agency: Rankin County Drug Court

2. Sub-grant Number	3. Federal Award Identification Number	4. Beginning Date	5. Ending Date
23DC1611	15PBJA-23-GG-02996-MUMU	08/15/2024	07/31/2025
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:

Funding Sources

7. For DPSP Use Only	9. Project Description	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Drug Court	$ 150,000.00				$ 150,000.00
TOTAL		$ 150,000.00				$ 150,000.00

SG

Attachment: Acceptance of the MS Justice Assistance Grant (JAG) (20849 : Authority to Accept the

DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: Rankin County Drug Court				Page 1 of 1
2. Sub-grant Number	3. Federal Award Identification Number	4. Beginning Date	5. Ending Date	
23DC1611	15PBJA-23-GG-02996-MUMU	08/15/2024	07/31/2025	
6. Project Description: Juvenile Drug Court				

7. DPSP Use Only	8. Category / 9. Line Item	10. Description of item and/or Basis for Valuation		11. Budget Federal	All Other	Total
	PERSONNEL	Operations Coordinator (Stacey Overstreet) @ Public Defender (Ava Waller) @ Public Defender (Connie Jones) @ Prosecutor (Corey Gerber) @	$ 58,816.00 $ 13,994.00 $ 13,994.00 $ 8,012.00	$ 94,816.00		$ 94,816.00
	FRINGE BENEFITS	FICA – 7.65%@ Retirement - 17.40% @ Health Insurance @	$ 7,253.00 $ 16,498.00 $ 18,527.00	$ 42,278.00		$ 42,278.00
	OPERATING EXPENSES	Office Supplies: copy paper, pens, folders, printer toner, etc.@		$ 2,489.00		$ 2,489.00
	CONTRACTUAL SERVICES	Intensive Outpatient Therapeutic Services/ Counseling @ (Region 8 Mental Health)		$ 10, 417.00		$ 10, 417.00
			Total	$ 150,000.00		$ 150,000.00

Attachment: Acceptance of the MS Justice Assistance Grant (JAG) (20849 : Authority to Accept the

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number 8482868

5-0000011882159

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97 (NEW)
Product Selection Form	2716754.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Rankin County Board of Supervisors
Signature*	Steve Gaines
Printed First and Last Name*	Steve Gaines
Printed Title	Board President
Signature Date*	9/16/2024
Tax ID	64-6001025

** indicates required field*

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	87314260
Previous Enrollment number *(Reseller to complete)*	69202128

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Rankin County Board of Supervisors
Contact name: First* Wiltz **Middle** **Last*** Cutrer
Contact email address* wcutrer@rankincounty.org
Street address* 211 E. Government St. Ste A
City* Brandon
State* MS
Postal code* 39042-3269 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 601-825-1642
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Contact name: First* Zane **Middle** **Last*** Mouchett
Contact email address* zmouchett@rankincounty.org
Street address* 211 E. Government St. Ste A
City* Brandon
State* MS
Postal code* 39042-3269 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 601-825-1642
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Zane **Middle** **Last*** Mouchett
Contact email address* zmouchett@rankincounty.org
Phone* 601-825-1642
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Scott Doherty
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Scott Doherty

Printed name* Scott Doherty
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Rankin County Board of Supervisors
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	69202128	X	X

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | 5-0000011882159

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	5	420
AAL-45735	M365 G5 GCC Sub Per User	2	3
P3U-00001	Visio P2 GCC Sub Per User	1	0
VRM-00001	Win OLS Activation User GCC Sub Per User	0	570
AAD-63092	M365 F3 Unified GCC Sub Per User	20	120
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	15	550

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
2716754.003	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	430	430	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	5
M365 G3 GCC USL Unified	425

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	430	430	430	430

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8482868

5-0000011882159

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97 (NEW)
Product Selection Form	2716754.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Rankin County Board of Supervisors
Signature*	Steve Gaines
Printed First and Last Name*	Steve Gaines
Printed Title	Board President
Signature Date*	9/16/2024
Tax ID	64-6001025

** indicates required field*

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	91169829
Previous Enrollment number *(Reseller to complete)*	69202128

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Rankin County Board of Supervisors
Contact name: First* Wiltz **Middle** **Last*** Cutrer
Contact email address* wcutrer@rankincounty.org
Street address* 211 E. Government St. Ste A
City* Brandon
State* MS
Postal code* 39042-3269 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 601-825-1642
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

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Contact name: First* Zane **Middle** **Last*** Mouchett
Contact email address* zmouchett@rankincounty.org
Street address* 211 E. Government St. Ste A
City* Brandon
State* MS
Postal code* 39042-3269 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 601-825-1642
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Zane **Middle** **Last*** Mouchett
Contact email address* zmouchett@rankincounty.org
Phone* 601-825-1642
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Scott Doherty
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Scott Doherty

Printed name* Scott Doherty
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

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e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Rankin County Board of Supervisors
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	69202128	X	X

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | 5-0000011882159

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	5	420
AAL-45735	M365 G5 GCC Sub Per User	2	3
P3U-00001	Visio P2 GCC Sub Per User	1	0
VRM-00001	Win OLS Activation User GCC Sub Per User	0	570
AAD-63092	M365 F3 Unified GCC Sub Per User	20	120
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	15	550

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

2716754.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	430	430	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	5
M365 G3 GCC USL Unified	425

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	430	430	430	430

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

Microsoft | Volume Licensing

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Attachment: Enterprise Software Agreements with Microsoft (20850 : Authority for Director of Information Technology or County Administrator

GRAPHITE PAYMENTS

MERCHANT PROCESSING AGREEMENT - MERCHANT APPLICATION

CSDE:	☒ NEW LOCATION ☐ OWNERSHIP CHANGE ☐ ADDITIONAL LOCATION
AGENT NAME: MARK AKERS	REP CODE: GPMAK
OFFICE PHONE: 601-927-1487	OFFICE CODE: GPBRD
OFFICE USE ONLY: SIC CODE	
OFFICE USE ONLY: FAIR ISAAC SCORE	

01 | MERCHANT INFORMATION

NAME OF ACCOUNT (DOING BUSINESS AS): RANKIN COUNTY BOARD OF SUPERVISORS			EXACT LEGAL NAME: RANKIN COUNTY		
DBA ADDRESS (IF DIFFERENT FROM LEGAL)			LEGAL ADDRESS: 211 E GOVERNMENT STREET		
CITY	STATE	ZIP: 39042	CITY: BRANDON	STATE: MS	ZIP: 39042
AUTHORIZED CONTACT: Keith Hicks	DATE OF BIRTH: [redacted]		TELEPHONE #: 601-825-1475	FAX #: 601-825-9600	FEDERAL TAX I.D. NUMBER (9 DIGITS): 64-6001025
MERCHANT E-MAIL ADDRESS (AGENT E-MAIL ADDRESS CANNOT BE ACCEPTED): khicks@rankincounty.org			WEBSITE ADDRESS		

✓ GO GREEN - OPT IN FOR PAPERLESS STATEMENTS (MUST PROVIDE E-MAIL ADDRESS)

TYPE OF OWNERSHIP: ☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC ☐ NON-PROFIT ☐ GOVERNMENT ☐ ASSOCIATION

02 | MERCHANT PROFILE

MERCHANDISE/SERVICE SOLD: Community Center Rentals	PERCENT OF BUSINESS
YEARS IN BUSINESS:	MONTHLY VOLUME: $
AVERAGE TICKET AMOUNT: $	HIGHEST TICKET AMOUNT: $

PERCENT OF BUSINESS
CARD SWIPED _____ %
MANUAL KEY WITH IMPRINT _____ %
CARD NOT PRESENT _____ %
TOTAL 100%

HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? ☒ YES ☐ NO PROCESSOR:

HAVE YOU BEEN PREVIOUSLY TERMINATED BY ANOTHER ACQUIRER? ☐ YES ☒ NO IF YES, NOTE REASON FOR TERMINATION:

DOES MERCHANT CONDUCT BUSINESS SEASONALLY? ☐ YES ☒ NO
IF SEASONAL, INDICATE OPERATING MONTHS: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

DOES MERCHANT USE A FULFILLMENT HOUSE? ☐ YES ☒ NO | WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? ☒ ON ORDER ☐ SHIPMENT

DELIVERY OF PRODUCTS: ☒ TIME OF SALE ☐ 1-3 DAYS ☐ 3-5 DAYS ☐ 5-15 DAYS ☐ 15 DAYS +

E-COMMERCE MERCHANTS ONLY

SERVICE PROVIDER:	DOES YOUR SITE HAVE A SECURE CERTIFICATE? ☐ YES ☒ NO
LIST ALL APPLICABLE URLS FOR YOUR WEBSITE:	IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER? ☐ YES ☒ NO IF YES, PLEASE LIST CONTACT INFORMATION:

03 | BANKING INFORMATION

NAME OF MERCHANT'S BANK	CONTACT	BANK LOCAL TELEPHONE #
ROUTING/ABA #	DBA CHECKING ACCOUNT	

In accordance with the Merchant Processing Agreement and Gateway Services Agreement, fund transfers will be made to/from the account set forth in the enclosed voided check or bank letter.

04 | CERTIFICATION OF BENEFICIAL OWNER(S)

I: BENEFICIAL OWNERSHIP INFORMATION: Provide the following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interest of the legal entity listed on this form. If no individual meets this definition, please enter the business's owners or officers and enter 0% as "% of ownership".

#1 LAST NAME: Hicks	FIRST NAME: Keith	M.I.: F	DOB: [redacted]	% OF OWNERSHIP: 0		
ADDRESS (NO P.O. BOX): [redacted]	CITY: Brandon	STATE: MS	ZIP: 39042	SSN (US PERSONS): [redacted]		
EMAIL ADDRESS: khicks@rankincounty.org	MOBILE #: [redacted]	ID TYPE: Driver's License	ID #: [redacted]	EXP. DATE: 03/13/2025	ISSUING STATE/COUNTRY: Mississippi/USA	PASSPORT # (NON-US CITIZENS)
#2 LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP		
ADDRESS (NO P.O. BOX)	CITY	STATE	ZIP	SSN (US PERSONS)		
EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)

Attachment: Merchant Processing Agreements between Rankin County (for the Board of Supervisors Office and Animal Shelter) and Graphite

04 | CERTIFICATION OF BENEFICIAL OWNER(S) cont'd

#3 LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP		
ADDRESS (NO P.O. BOX)	CITY	STATE	ZIP	SSN (US PERSONS)		
EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)
#4 LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP		
ADDRESS (NO P.O. BOX)	CITY	STATE	ZIP	SSN (US PERSONS)		
EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)

II: MANAGING RESPONSIBILITY (REQUIRED): Provide information below for one individual with significant responsibility for managing the legal entity previously listed on this form, such as, an executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions. If appropriate, an individual listed in C: BENEFICIAL OWNERSHIP INFORMATION (above) may be listed in this section. **INDIVIDUAL WITH SIGNIFICANT CONTROL:**

LAST NAME: Hicks	FIRST NAME: Keith	M.I.: F	DOB: [redacted]	% OF OWNERSHIP: 0	
ADDRESS (NO P.O. BOX): [redacted]	CITY: Brandon	STATE: MS	ZIP: 39042	SSN (US PERSONS): [redacted]	
ID TYPE: Driver's License	ID #: [redacted]	EXP DATE: 03/13/2025	ISSUING STATE/COUNTRY: Mississippi/USA	PASSPORT # (NON-US CITIZENS)	
EMAIL ADDRESS: khicks@rankincounty.org	MOBILE #: [redacted]	TITLE: County Administrator			

05 | MERCHANT ACCOUNT RATES

MERCHANT TYPE: ☐ RETAIL ☐ RESTAURANT ☐ FUEL ☐ SUPERMARKET ☐ LODGING ☐ MOTO ☐ E-COMMERCE

☐ **OPTION 1 - ADVANTAGE PROGRAM PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
ADVANTAGE PROGRAM: _____%

☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
SAME RATE AS CREDIT/DEBIT FOR VISA/MASTERCARD/DISCOVER

☐ **OPTION 2 - FLAT RATE PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
FLAT RATE: _____ %

SELECT ONE:
☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
BUNDLED: _____% + _____¢

☐ **PRICING FOR AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____ TRANSACTION FEE: .25 ¢

☐ **OPTION 3 - SIMPLECHANGE PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
☐ NET ☐ GROSS
CREDIT/DEBIT: SIMPLECHANGE, DUES & ASSESSMENTS + _____%

SELECT ONE:
☐ **AMERICAN EXPRESS OPT BLUE PROGRAM:**
SAME RATE AS CREDIT/DEBIT FOR VISA/MASTERCARD/DISCOVER

☐ **AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____

All AMEX transactions will be charged a AMEX 0.25% Sponsorship Fee and as applicable a Card Not Present Fee of 0.30% and a Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice. AMEX ESA Program acceptance will be assessed at the same processing rates of Visa/Mastercard/Discover.

☒ **OPTION 4 - INTERCHANGE PLUS PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
☐ NET ☐ GROSS
CREDIT: INTERCHANGE, DUES & ASSESSMENTS + _____%
DEBIT: INTERCHANGE, DUES & ASSESSMENTS + _____%

SELECT ONE:
☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
COST PLUS: AMEX COST + _____% + _____¢

☐ **AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____

Please review the Merchant Processing Agreement at www.shift4.com/legal for additional information on which interchange programs apply. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. For more information on interchange rates visit www.visa.com, www.mastercard.com or www.americanexpress.com. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice. AMEX ESA Program acceptance will be assessed at the same processing rates of Visa/Mastercard/Discover credit section.

☐ **OPTION 5 - TIERED PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
SELECT ONE: ☐ 2 - TIER (MOTO/E-COMMERCE ONLY) RATE 1: _____ RATE 2: RATE 1 + 1 + 10¢
☒ 3 - TIER RATE 1: _____ RATE 2: RATE 1 + 1 + 10¢ RATE 3: RATE 1 + 1 + 10¢
☐ 4 - TIER RATE 1: _____ RATE 2: _____ RATE 3: RATE 2 + 1 + 10¢ RATE 4: RATE 2 + 1 + 10¢

FOR AMERICAN EXPRESS ACCEPTANCE SELECT ONE PROGRAM:
☑ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
SELECT ONE: ☐ TIERED: RATE 1: _____% + _____¢ RATE 2: _____% + _____¢ RATE 3: _____% + _____¢
☒ BUNDLED: _____% + _____¢

☐ **PRICING FOR AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____
BRAND VOLUME: _____% + _____¢

Where tiered pricing is selected (Option 5), as indicated above, the fees quoted in the above fee schedule plus Assessments shall apply to each credit and debit transaction in addition to the rates set forth in the Merchant Processing Agreement. Assessments are charged as follows: Visa: 0.14%, MasterCard: 0.13%, Discover: 0.13%. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. For more information on interchange rates visit www.visa.com, www.mastercard.com, www.americanexpress.com, or www.discover.com. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice. Merchant shall be charged a .20% fee or another amount as set forth on the merchant application for all volume processed through AMEX ESA and an additional transaction fee equal to the amount currently being charged for Visa, MasterCard, and Discover transactions.

06 | TRANSACTION CHARGES

☒ VISA/MASTERCARD/DISCOVER:	SECTION 5 + .10 ¢ TRANSACTION FEE	☒ VOICE AUTHORIZATION FEE:	$	EACH
☒ PIN DEBIT (OVER NETWORK PASS-THROUGH):	_____% + .10 ¢ TRANSACTION FEE	☒ CHARGEBACK FEE:	$ $30.00	EACH
☐ EBT (FCS ID: _____)	N/A + _____ ¢ TRANSACTION FEE	☒ RETRIEVAL REQUEST:	$ $25.00	EACH
☑ BATCH:	$ .05 EACH	☒ NSF FEE:	$ 25.00	EACH PLUS NACHA FEES

All other applicable Card Brand fees will be passed through at the Card Brand's Rate. For more information, please contact Shift4 Payments, LLC (d/b/a Harbortouch). $.015 applies to each transaction to cover enhanced security services. $0.005 fee applies to all transactions to cover association fees. $0.0025 fee applies to all transactions to cover bank sponsorship fees. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

INITIALS: KH

Attachment: Merchant Processing Agreements between Rankin County (for the Board of Supervisors Office and Animal Shelter) and Graphite

07 | SERVICE CHARGES

☐ ANNUAL FEE: $ _____ ☑ MONTHLY MC PER LOCATION FEE: $ 2.50 ☐ DEBIT ACCESS FEE: $ _____

☒ MONTHLY MINIMUM: $ 25.00 ☒ MONTHLY SERVICE FEE: $ 6.00

Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.

08 | LIGHTHOUSE BUSINESS MANAGEMENT SYSTEM

☒ Yes, please enroll me in a sixty (60) day trial in the Lighthouse Business Management System.

After the 60 day trial, merchant will be assessed a monthly Lighthouse BMS fee of $16.00.

09 | MERCHANT COMPLIANCE

An annual $89.95 compliance fee will be charged to Merchant each January, unless 30 days notice is provided for a change in billing date. Merchant represents and warrants that as of the date of signing this Agreement and throughout any term of this Merchant Processing Agreement that it is Payment Card Industry ("PCI") Data Security Standard ("DSS") compliant, and that any hardware or software that Merchant uses during the term of this Agreement to process electronic transactions is Payment Application ("PA") DSS compliant. Merchant further represents and warrants that it will provide assistance as requested from Harbortouch to remain compliant with the requirements of Internal Revenue Code Section 6050W and any other applicable federal or state law as it relates to the reporting and processing of electronic transactions. Harbortouch reserves the right to impose future fees or withhold payments to Merchant as set forth in the Merchant Processing Agreement and as required by law. Additional Fees may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.

10 | VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION

Citizen's Bank, N.A.
1 Citizens Plaza
Providence, RI 02903
Tel: (877) 550-5933

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement
3. A Visa Member is responsible for educating Merchants on pertinent Visa Rules with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and disputes below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Rules.

The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

11 | CERTIFICATION AGREED TO (REQUIRED)

I, (print name) Keith F Hicks hereby certify, to the best of my knowledge, that the information provided in section 04, Certification of Beneficial Owner(s), is complete and correct for all accounts.

X _____ Keith Hicks 9-16-24

SIGNATURE PRINT NAME DATE

12 | PERSONAL GUARANTY (NO TITLES)

This general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of Citizens Bank, N.A. and/or Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch") (each a "Guaranty Party" and collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Processing Agreement and allied agreements ("AGREEMENT") between any Guaranty Party and MERCHANT as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to any Guaranty Party, together with all costs, expenses, and attorneys' fees incurred by any Guaranty Party in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require any Guaranty Party to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize the Guaranty Parties and their respective agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at the Guaranty Parties' request, financial statements and/or tax returns. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by The Guaranty Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and Harbortouch.

AGREED AND ACCEPTED

X _____ X _____

AUTHORIZED SIGNER #1 FROM APPLICATION — SIGNATURE DATE AUTHORIZED SIGNER #2 FROM APPLICATION — SIGNATURE DATE

PRINT NAME PRINT NAME

13 | SIGNATURES

By their execution below of the Merchant Processing Agreement the undersigned parties agree to abide by the Merchant Processing Agreement (the "Agreement"). The Agreement, which consists of this Merchant Application and the Merchant Processing Terms and Conditions (available at www.harbortouch.com/terms), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing.

MERCHANT warrants that the information provided on this Merchant Application is complete and accurate. MERCHANT authorizes Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch" or "ISO") and BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, and its signing officer/owner/partner, authorize COMPANY, and BANK, and their agents or assigns, to make from time to time, any business and personal credit and other inquiries. Depending on MERCHANT's authorization and settlement composition, the references to Discover Network in this Agreement may not apply, and MERCHANT may contract directly with Discover Network for these services.

THIS AGREEMENT (INCLUDING ADDITIONAL FEES) MAY BE AMENDED WITH THIRTY (30) DAYS NOTICE TO MERCHANT.

EQUIPMENT FEE UPON TERMINATION. If Company does not receive Merchant's equipment within fifteen (15) days of Merchant's termination or expiration of the term, Merchant authorizes Company to debit Merchant per **each** payment processing terminal (measured by terminal identification number) provided by Company in the amount of: (i) Two Hundred ($200) Dollars for a standard EMV/Contactless terminal (ex. VX520, S80, iPP320); (ii) Three Hundred($300)Dollars for an enhanced EMV/Contactless terminal (ex. PAX A930, S300, S90, iPP350), or (iii) Five Hundred ($500) Dollars for a premium POS terminal bundle (ex. iSC480, POS Bundle). This Non-Return Fee is in addition to any fees related to point-of-sale equipment provided under a POS System Service Agreement. The type of terminal and total fee due as a result of non-return shall be set forth on the cancellation form.

MERCHANT AND COMPANY WAIVE THEIR RIGHTS TO SUE BEFORE A JUDGE OR JURY AND PARTICIPATE IN A CLASS ACTION AND AGREE TO RESOLVE ALL CLAIMS AND DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. SEE ARTICLE VII AT www.shift4.com/legal.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

If applicable, MERCHANT agrees by its signature below to the TMS American Express Opt Blue Program Agreement. For details, please see www.shift4.com/terms.

MERCHANT agrees by its signature below to the Shift4 Gateway Services Agreement. For details, please see www.shift4.com/gatewayterms.

BANK and Company are authorized to perform such functions under the Merchant Processing Agreement, the Gateway Services Agreement, and the POS System Service Agreement Terms and Conditions, as applicable, for the purposes set forth in the applicable agreement.

PRINT LEGAL NAME OF MERCHANT BUSINESS: RANKIN COUNTY

X _____ 9-16-24 X _____

AUTHORIZED SIGNER #1 FROM APPLICATION — SIGNATURE DATE AUTHORIZED SIGNER #2 FROM APPLICATION — SIGNATURE DATE

Keith Hicks County Admin.

PRINT NAME TITLE PRINT NAME TITLE

X _____

ACCEPTED BY GRAPHITE PAYMENTS DATE

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Attachment: Merchant Processing Agreements between Rankin County (for the Board of Supervisors Office and Animal Shelter) and Graphite

GRAPHITE PAYMENTS

MERCHANT PROCESSING AGREEMENT - MERCHANT APPLICATION

CSDE:	☒ NEW LOCATION ☐ OWNERSHIP CHANGE ☐ ADDITIONAL LOCATION
AGENT NAME: MARK AKERS	REP CODE: GPMAK
OFFICE PHONE: 601-927-1487	OFFICE CODE: GPBRD
OFFICE USE ONLY	SIC CODE
OFFICE USE ONLY	FAIR ISAAC SCORE

01 | MERCHANT INFORMATION

NAME OF ACCOUNT (DOING BUSINESS AS): RANKIN COUNTY ANIMAL SHELTER			EXACT LEGAL NAME: RANKIN COUNTY			
DBA ADDRESS (IF DIFFERENT FROM LEGAL)			LEGAL ADDRESS: 211 E GOVERNMENT STREET			
CITY	STATE	ZIP	CITY: BRANDON	STATE: MS	ZIP: 39042	
AUTHORIZED CONTACT: Keith Hicks	DATE OF BIRTH: [redacted]		TELEPHONE #: 601-825-1475	FAX #: 601-825-9600	FEDERAL TAX I.D. NUMBER (9 DIGITS): 64-6001025	
MERCHANT E-MAIL ADDRESS (AGENT E-MAIL ADDRESS CANNOT BE ACCEPTED): khicks@rankincounty.org			WEBSITE ADDRESS			

✓ GO GREEN - OPT IN FOR PAPERLESS STATEMENTS (MUST PROVIDE E-MAIL ADDRESS)

TYPE OF OWNERSHIP: ☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC ☐ NON-PROFIT ☐ GOVERNMENT ☐ ASSOCIATION

02 | MERCHANT PROFILE

MERCHANDISE/SERVICE SOLD: ADOPTION FEES

YEARS IN BUSINESS:	MONTHLY VOLUME: $	PERCENT OF BUSINESS
AVERAGE TICKET AMOUNT: $	HIGHEST TICKET AMOUNT: $	CARD SWIPED 90 %
		MANUAL KEY WITH IMPRINT %
		CARD NOT PRESENT 10 %
		TOTAL 100%

HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? ☒ YES ☐ NO PROCESSOR:

HAVE YOU BEEN PREVIOUSLY TERMINATED BY ANOTHER ACQUIRER? ☐ YES ☒ NO IF YES, NOTE REASON FOR TERMINATION:

DOES MERCHANT CONDUCT BUSINESS SEASONALLY? ☐ YES ☒ NO
IF SEASONAL, INDICATE OPERATING MONTHS: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

DOES MERCHANT USE A FULFILLMENT HOUSE? ☐ YES ☒ NO | WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? ☒ ON ORDER ☐ SHIPMENT

DELIVERY OF PRODUCTS: ☒ TIME OF SALE ☐ 1-3 DAYS ☐ 3-5 DAYS ☐ 5-15 DAYS ☐ 15 DAYS +

E-COMMERCE MERCHANTS ONLY

SERVICE PROVIDER:	DOES YOUR SITE HAVE A SECURE CERTIFICATE? ☐ YES ☒ NO
LIST ALL APPLICABLE URLS FOR YOUR WEBSITE:	IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER? ☐ YES ☒ NO IF YES, PLEASE LIST CONTACT INFORMATION:

03 | BANKING INFORMATION

NAME OF MERCHANT'S BANK	CONTACT	BANK LOCAL TELEPHONE #
ROUTING/ABA #	DBA CHECKING ACCOUNT	

In accordance with the Merchant Processing Agreement and Gateway Services Agreement, fund transfers will be made to/from the account set forth in the enclosed voided check or bank letter.

04 | CERTIFICATION OF BENEFICIAL OWNER(S)

I: BENEFICIAL OWNERSHIP INFORMATION: Provide the following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interest of the legal entity listed on this form. If no individual meets this definition, please enter the business's owners or officers and enter 0% as "% of ownership".

#1	LAST NAME: Hicks	FIRST NAME: Keith	M.I.: F	DOB: [redacted]	% OF OWNERSHIP: 0		
ADDRESS (NO P.O. BOX): [redacted]		CITY: Brandon	STATE: MS	ZIP: 39042	SSN (US PERSONS): [redacted]		
EMAIL ADDRESS: khicks@rankincounty.org	MOBILE #: [redacted]	ID TYPE: Driver's License	ID #: [redacted]	EXP. DATE: 03/13/2025	ISSUING STATE/COUNTRY: Mississippi/USA	PASSPORT # (NON-US CITIZENS)	
#2	LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP		
ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP	SSN (US PERSONS)		
EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)	

Attachment: Merchant Processing Agreements between Rankin County (for the Board of Supervisors Office and Animal Shelter) and Graphite

04 | CERTIFICATION OF BENEFICIAL OWNER(S) cont'd

#3 LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP 0		
ADDRESS (NO P.O. BOX)	CITY	STATE	ZIP	SSN (US PERSONS)		
EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)
#4 LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP		
ADDRESS (NO P.O. BOX)	CITY	STATE	ZIP	SSN (US PERSONS)		
EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)

II: MANAGING RESPONSIBILITY (REQUIRED): Provide information below for one individual with significant responsibility for managing the legal entity previously listed on this form, such as, an executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions. If appropriate, an individual listed in C: BENEFICIAL OWNERSHIP INFORMATION (above) may be listed in this section. **INDIVIDUAL WITH SIGNIFICANT CONTROL:**

LAST NAME Hicks	FIRST NAME Keith	M.I. F	DOB [redacted]	% OF OWNERSHIP 0	
ADDRESS (NO P.O. BOX) [redacted]	CITY Brandon	STATE MS	ZIP 39042	SSN (US PERSONS) [redacted]	
ID TYPE Driver's License	ID # [redacted]	EXP DATE 03/13/2025	ISSUING STATE/COUNTRY Mississippi/USA	PASSPORT # (NON-US CITIZENS)	
EMAIL ADDRESS khicks@rankincounty.org	MOBILE # [redacted]	TITLE County Administrator			

05 | MERCHANT ACCOUNT RATES

MERCHANT TYPE: ☐ RETAIL ☐ RESTAURANT ☐ FUEL ☐ SUPERMARKET ☐ LODGING ☐ MOTO ☐ E-COMMERCE

☐ **OPTION 1 – ADVANTAGE PROGRAM PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
ADVANTAGE PROGRAM: _____%

☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
SAME RATE AS CREDIT/DEBIT FOR VISA/MASTERCARD/DISCOVER

☐ **OPTION 2 – FLAT RATE PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
FLAT RATE: _____ %

SELECT ONE:
☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
BUNDLED: _____% + _____¢

☐ **PRICING FOR AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____ TRANSACTION FEE: .25 ¢

☐ **OPTION 3 – SIMPLECHANGE PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
☐ NET ☐ GROSS
CREDIT/DEBIT: SIMPLECHANGE, DUES & ASSESSMENTS + _____%

SELECT ONE:
☐ **AMERICAN EXPRESS OPT BLUE PROGRAM:**
SAME RATE AS CREDIT/DEBIT FOR VISA/MASTERCARD/DISCOVER

☐ **AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____

All AMEX transactions will be charged a AMEX 0.25% Sponsorship Fee and as applicable a Card Not Present Fee of 0.30% and a Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice. AMEX ESA Program acceptance will be assessed at the same processing rates of Visa/Mastercard/Discover.

☒ **OPTION 4 – INTERCHANGE PLUS PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
☐ NET ☐ GROSS
CREDIT: INTERCHANGE, DUES & ASSESSMENTS + _____%
DEBIT: INTERCHANGE, DUES & ASSESSMENTS + _____%

SELECT ONE:
☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
COST PLUS: AMEX COST + _____% + _____¢

☐ **AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____

Please review the Merchant Processing Agreement at www.shift4.com/legal for additional information on which interchange programs apply. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. For more information on interchange rates visit www.visa.com, www.mastercard.com or www.americanexpress.com. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice. AMEX ESA Program acceptance will be assessed at the same processing rates of Visa/Mastercard/Discover credit section.

☐ **OPTION 5 – TIERED PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:
SELECT ONE: ☐ 2 – TIER (MOTO/E-COMMERCE ONLY) RATE 1: _____ RATE 2: RATE 1 + 1 + 10¢
☒ 3 – TIER RATE 1: _____ RATE 2: RATE 1 + 1 + 10¢ RATE 3: RATE 1 + 1 + 10¢
☐ 4 – TIER RATE 1: _____ RATE 2: _____ RATE 3: RATE 2 + 1 + 10¢ RATE 4: RATE 2 + 1 + 10¢

FOR AMERICAN EXPRESS ACCEPTANCE SELECT ONE PROGRAM:
☑ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
SELECT ONE: ☐ TIERED: RATE 1: _____% + _____¢ RATE 2: _____% + _____¢ RATE 3: _____% + _____¢
☒ BUNDLED: _____% + _____¢

☐ **PRICING FOR AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____
BRAND VOLUME: _____% + _____¢

Where tiered pricing is selected (Option 5), as indicated above, the fees quoted in the above fee schedule plus Assessments shall apply to each credit and debit transaction in addition to the rates set forth in the Merchant Processing Agreement. Assessments are charged as follows: Visa: 0.14%, MasterCard: 0.13%, Discover: 0.13%. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. For more information on interchange rates visit www.visa.com, www.mastercard.com, www.americanexpress.com, or www.discover.com. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice. Merchant shall be charged a .20% fee or another amount as set forth on the merchant application for all volume processed through AMEX ESA and an additional transaction fee equal to the amount currently being charged for Visa, MasterCard, and Discover transactions.

06 | TRANSACTION CHARGES

☒ VISA/MASTERCARD/DISCOVER:	SECTION 5 + .10 ¢ TRANSACTION FEE	☒ VOICE AUTHORIZATION FEE:	$	EACH
☒ PIN DEBIT (OVER NETWORK PASS-THROUGH):	_____ % + .10 ¢ TRANSACTION FEE	☒ CHARGEBACK FEE:	$ $30.00	EACH
☐ EBT (FCS ID: _____)	N/A + _____ ¢ TRANSACTION FEE	☒ RETRIEVAL REQUEST:	$ $25.00	EACH
☑ BATCH:	$ .05 EACH	☒ NSF FEE:	$ 25.00	EACH PLUS NACHA FEES

All other applicable Card Brand fees will be passed through at the Card Brand's Rate. For more information, please contact Shift4 Payments, LLC (d/b/a Harbortouch). $.015 applies to each transaction to cover enhanced security services. $0.005 fee applies to all transactions to cover association fees. $0.0025 fee applies to all transactions to cover bank sponsorship fees. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

INITIALS: KH

Attachment: Merchant Processing Agreements between Rankin County (for the Board of Supervisors Office and Animal Shelter) and Graphite

07 | SERVICE CHARGES

☐ ANNUAL FEE: $ _____ ☑ MONTHLY MC PER LOCATION FEE: $ 2.50 ☐ DEBIT ACCESS FEE: $ _____
☒ MONTHLY MINIMUM: $ 25.00 ☒ MONTHLY SERVICE FEE: $ 6.00

Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.

08 | LIGHTHOUSE BUSINESS MANAGEMENT SYSTEM

☒ Yes, please enroll me in a sixty (60) day trial in the Lighthouse Business Management System.

After the 60 day trial, merchant will be assessed a monthly Lighthouse BMS fee of $16.00.

09 | MERCHANT COMPLIANCE

An annual $89.95 compliance fee will be charged to Merchant each January, unless 30 days notice is provided for a change in billing date. Merchant represents and warrants that as of the date of signing this Agreement and throughout any term of this Merchant Processing Agreement that it is Payment Card Industry ("PCI") Data Security Standard ("DSS") compliant, and that any hardware or software that Merchant uses during the term of this Agreement to process electronic transactions is Payment Application ("PA") DSS compliant. Merchant further represents and warrants that it will provide assistance as requested from Harbortouch to remain compliant with the requirements of Internal Revenue Code Section 6050W and any other applicable federal or state law as it relates to the reporting and processing of electronic transactions. Harbortouch reserves the right to impose future fees or withhold payments to Merchant as set forth in the Merchant Processing Agreement and as required by law. Additional Fees may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.

10 | VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION
Citizen's Bank, N.A.
1 Citizens Plaza
Providence, RI 02903
Tel: (877) 550-5933

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES
1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement
3. A Visa Member is responsible for educating Merchants on pertinent Visa Rules with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES
1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and disputes below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Rules.

The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

11 | CERTIFICATION AGREED TO (REQUIRED)

I, (print name) Keith F Hicks, hereby certify, to the best of my knowledge, that the information provided in section 04, Certification of Beneficial Owner(s), is complete and correct for all accounts.

✕ _____ Keith Hicks 9-16-24
SIGNATURE PRINT NAME DATE

12 | PERSONAL GUARANTY (NO TITLES)

This general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of Citizens Bank, N.A. and/or Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch") (each a "Guaranty Party" and collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Processing Agreement and allied agreements ("AGREEMENT") between any Guaranty Party and MERCHANT as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to any Guaranty Party, together with all costs, expenses, and attorneys' fees incurred by any Guaranty Party in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require any Guaranty Party to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize the Guaranty Parties and their respective agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at the Guaranty Parties' request, financial statements and/or tax returns. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by The Guaranty Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and Harbortouch.

AGREED AND ACCEPTED

✕ _____ DATE
AUTHORIZED SIGNER #1 FROM APPLICATION — SIGNATURE

_____
PRINT NAME

X _____ DATE
AUTHORIZED SIGNER #2 FROM APPLICATION — SIGNATURE

_____
PRINT NAME

13 | SIGNATURES

By their execution below of the Merchant Processing Agreement the undersigned parties agree to abide by the Merchant Processing Agreement (the "Agreement"). The Agreement, which consists of this Merchant Application and the Merchant Processing Terms and Conditions (available at www.harbortouch.com/terms), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing.

MERCHANT warrants that the information provided on this Merchant Application is complete and accurate. MERCHANT authorizes Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch" or "ISO") and BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, and its signing officer/owner/partner, authorize COMPANY, and BANK, and their agents or assigns, to make from time to time, any business and personal credit and other inquiries. Depending on MERCHANT's authorization and settlement composition, the references to Discover Network in this Agreement may not apply, and MERCHANT may contract directly with Discover Network for these services.

THIS AGREEMENT (INCLUDING ADDITIONAL FEES) MAY BE AMENDED WITH THIRTY (30) DAYS NOTICE TO MERCHANT.

EQUIPMENT FEE UPON TERMINATION. If Company does not receive Merchant's equipment within fifteen (15) days of Merchant's termination or expiration of the term, Merchant authorizes Company to debit Merchant per each payment processing terminal (measured by terminal identification number) provided by Company in the amount of: (i) Two Hundred ($200) Dollars for a standard EMV/Contactless terminal (ex. VX520, S80, iPP320); (ii) Three Hundred($300)Dollars for an enhanced EMV/Contactless terminal (ex. PAX A930, S300, S90, iPP350), or (iii) Five Hundred ($500) Dollars for a premium POS terminal bundle (ex. ISC480, POS Bundle). This Non-Return Fee is in addition to any fees related to point-of-sale equipment provided under a POS System Service Agreement. The type of terminal and total fee due as a result of non-return shall be set forth on the cancellation form.

MERCHANT AND COMPANY WAIVE THEIR RIGHTS TO SUE BEFORE A JUDGE OR JURY AND PARTICIPATE IN A CLASS ACTION AND AGREE TO RESOLVE ALL CLAIMS AND DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. SEE ARTICLE VII AT www.shift4.com/legal.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

If applicable, MERCHANT agrees by its signature below to the TMS American Express Opt Blue Program Agreement. For details, please see www.shift4.com/terms.

MERCHANT agrees by its signature below to the Shift4 Gateway Services Agreement. For details, please see www.shift4.com/gatewayterms.

BANK and Company are authorized to perform such functions under the Merchant Processing Agreement, the Gateway Services Agreement, and the POS System Service Agreement Terms and Conditions, as applicable, for the purposes set forth in the applicable agreement.

PRINT LEGAL NAME OF MERCHANT BUSINESS RANKIN COUNTY

✕ _____ 9-16-24
AUTHORIZED SIGNER #1 FROM APPLICATION — SIGNATURE DATE

Keith Hicks County Admin.
PRINT NAME TITLE

X _____ DATE
AUTHORIZED SIGNER #2 FROM APPLICATION — SIGNATURE

_____ _____
PRINT NAME TITLE

X _____ DATE
ACCEPTED BY GRAPHITE PAYMENTS

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Attachment: Merchant Processing Agreements between Rankin County (for the Board of Supervisors Office and Animal Shelter) and Graphite

Delta Computer Systems, Inc.
A Harris Local Government Company

925 Tommy Munro Dr.
Ste.C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: RANKIN COUNTY-MS TAX COLLECTOR MS61

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2024 These charges will be billed on 9/15/2024 due for payment 10/ 1/2024.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
1210	Monthly Software Support - Tax Collector	10/2023	2,260.00	2,370.00	
15080	Web Payments Support - Real Property	10/2023	80.00	85.00	
15090	Web Payment Export - Motor Vehicle Renewal	10/2023	80.00	85.00	
18280	Web Payment Export - Personal Property	10/2023	80.00	85.00	
18290	Web Payment Export - Mobile Homes	10/2023	80.00	85.00	
18300	Web Payment Export - Solid Waste	10/2023	80.00	85.00	
28500	Tax Statement Export to Outsource Print Vendor	10/2023	30.00	35.00	
IVMCBP03(1)		TOTAL:	2,690.00	2,830.00	MONTHLY

Agreed this 16 day of September, 2024.

RANKIN COUNTY
County/Office Name

Steve Gaines Steve Gaines
Client Signature Printed Name

Accepted: Delta Computer Systems, Inc.

TO: RANKIN COUNTY BD.OF SUPERVISOR
211 E. GOVERNMENT ST., STE.A
BRANDON MS 39042

Attachment: Annual Computer Software Support Agreement with Delta Computer Systems, Inc. (FY25) (20851 : Approval for Rankin County to

Delta Computer Systems, Inc.
A Harris Local Government Company

925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532
Phone : (228) 388-7(
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 16 day of September, 2024

RANKIN COUNTY
Client Name

Steve Gaines
Client Signature

Steve Gaines
Printed Name

Accepted: Delta Computer Systems, Inc.
925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532

Attachment: Annual Computer Software Support Agreement with Delta Computer Systems, Inc. (FY25) (20851 : Approval for Rankin County to

Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr.
Ste.C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: RANKIN COUNTY-MS BOARD OF SUPERVISORS MS61

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2024 These charges will be billed on 9/15/2024 due for payment 10/ 1/2024.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
1222	Monthly Software Support - County Administration	10/2023	985.00	1,035.00	
1723	Solid Waste Billing System Support	10/2023	250.00	265.00	
IVMCBP03(1)		TOTAL:	1,235.00	1,300.00	MONTHLY

Agreed this 16 day of September, 2024.

RANKIN COUNTY
County/Office Name

Steve Gaines Steve Gaines
Client Signature Printed Name

Accepted: Delta Computer Systems, Inc.

TO: RANKIN COUNTY BD.OF SUPERVISOR
211 E. GOVERNMENT ST., STE.A
BRANDON MS 39042

Attachment: Annual Computer Software Support Agreement with Delta Computer Systems, Inc. (FY25) (20851 : Approval for Rankin County to

Delta Computer Systems, Inc.
A Harris Local Government Company

925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532
Phone : (228) 388-76
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

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Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

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Client's Obligations

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General Terms

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Client shall use Delta's prescribed reporting procedures to outline software problems.

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This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 16 day of September, 2024

RANKIN COUNTY
Client Name

Steve Gaines
Client Signature

Steve Gaines
Printed Name

Accepted: Delta Computer Systems, Inc.
925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532

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A Harris Local Government Company

925 Tommy Munro Dr.
Ste.C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: RANKIN COUNTY-MS CHANCERY CLERK MS61

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2024 These charges will be billed on 9/15/2024 due for payment 10/ 1/2024.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
1219	Land Redemption Support - Chancery Clerk	10/2023	140.00	150.00	
22920	Online Land Redemption Calculator Support	10/2023	90.00	90.00	
22930	Web Hosting - Online Land Redemption Calculator	10/2023	90.00	90.00	
30300	Online Land Redemption Payment Support	05/2021	30.00	30.00	
32580	Land Redemption Interface to DuProcess	12/2023	120.00	130.00	
IVMCBP03(1)		TOTAL:	470.00	490.00	MONTHLY

Agreed this 16 day of September, 2024.

RANKIN COUNTY
County/Office Name

Accepted: Delta Computer Systems, Inc.

Steve Gaines
Client Signature

Steve Gaines
Printed Name

TO: RANKIN COUNTY BD.OF SUPERVISOR
211 E. GOVERNMENT ST., STE.A
BRANDON MS 39042

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Computer Software Support Agreement

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This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

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This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 16 day of September, 2024

RANKIN COUNTY
Client Name

Steve Haines
Client Signature

Steve Haines
Printed Name

Accepted: Delta Computer Systems, Inc.
925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532

Attachment: Annual Computer Software Support Agreement with Delta Computer Systems, Inc. (FY25) (20851 : Approval for Rankin County to

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Computer Software Support Agreement
ADDENDUM

For: RANKIN COUNTY-MS TAX ASSESSOR MS61

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2024 These charges will be billed on 9/15/2024 due for payment 10/ 1/2024.

Delta Contract Number	Description		Date of Last Increase	Current Rate	New Rate	Rate Type
1203	Monthly Software Support - Tax Assessor		10/2023	2,260.00	2,375.00	
1993	Apex Host Interface		10/2023	100.00	105.00	
1994	Apex PC Interface	(8)	10/2023	220.00	230.00	
23340	Paperlink Imaging Engine Support		10/2023	160.00	170.00	
23350	Paperlink Scan Station Support (Personal Property)		10/2023	100.00	105.00	
26440	PaperLink Scan Station (Added 10-2017)		10/2023	100.00	105.00	
28610	Mapping Change Form Support		10/2023	70.00	75.00	
32650	PaperLink Scan Station (6/01/2024) Upgraded from View/Print Station		06/2024	60.00	60.00	
IVMCBP03(1)			TOTAL:	3,070.00	3,225.00	MONTHLY

Agreed this 16 day of September, 2024.

RANKIN COUNTY
County/Office Name

Steve Gaines
Client Signature

Steve Gaine
Printed Name

Accepted: Delta Computer Systems, Inc.

TO: RANKIN COUNTY BD.OF SUPERVISOR
211 E. GOVERNMENT ST., STE.A
BRANDON MS 39042

Attachment: Annual Computer Software Support Agreement with Delta Computer Systems, Inc. (FY25) (20851 : Approval for Rankin County to

Delta Computer Systems, Inc.
A Harris Local Government Company

925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532
Phone : (228) 388-76
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 16 day of September, 2024

RANKIN COUNTY
Client Name

Steve Gaines
Client Signature

Steve Gaines
Printed Name

Accepted: Delta Computer Systems, Inc.
925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532

Attachment: Annual Computer Software Support Agreement with Delta Computer Systems, Inc. (FY25) (20851 : Approval for Rankin County to

PEARSON Foundation, Inc.
People Employing Available Resources to Strengthen Our Neighborhoods
P. O. Box 54056 **Pearl, Mississippi 39288-4056**
www.PEARSON39208.org *(for online giving)*

August 20, 2024

Attention: *Supervisor **Jay Bishop***

Ref: *Outdoor recreation, sports & fitness equipment for youth and families in Carver-Pearson area*

Big Thanks, in advance for your commitment to serve better together with the PEARSON Foundation by providing at a minimum $5,000 to improve on and update the Global Archery Recreation/Sports/Fitness Systen & Equipment, Pickleball, Volleyball, and Soccer nets for enhanced multi-year program services capabilities specifically in our Summer Learning & Enrichment Institute, Summer Recreation-Sports & Fitness Kamps; After-school Tutoring/Mentoring and Youth Mentoring-Leadership Training.

People Employing Available Resources to Strengthen Our Neighborhoods (PERSON Foundation) continues to have sustained positive impact in the lives of students and their parents through our After-School Tutoring/Mentoring; in-school Mentoring; Faith-based Community Mentoring and our Youth Servant-Leadership Retreats! With the addition of the items mentioned above, The PEARSON Foundation will be able to provide a more holistic program/process through the integration of the outdoor recreation, sports and fitness activities with the academic and character-building programs.

We are working to secure additional donations and in-kind contributions to complete this goal!

The request from Supervisor Jay Bishop:

Outdoor Recreation, Sports & Fitness equipment (67 items)	*$4,875.63*
Shipping & handling	*$56.98*
Estimated Tax	*$344.65*
Promotion & Free Shipping applied	*$8.99*
Total Funding Request from Supervisor Jay Bishop:	***$5,268.27***

See attached supporting current pricing quote.

Looking forward to co-laboring once again with you to make this vision goal a reality!

Thanks, and Blessings!

Jarvis

Jarvis Ward, President

Telephone/Text: (601) 939-7517 **Text:** (601) 942-2990 **Email:** PEARSON39208@gmail.com
Tweet: @PEARSON39208 **Web site:** www.PEARSON39208.org
Physical location: 206 Old Whitfield Road, Pearl Mississippi 39208 **(No mailbox)**

Attachment: Recreational Funds Request The Pearson Foundation (District 5) (20852 : Approval of Request from the Pearson Foundation for

Checkout (67 items)

1 Group

PEARSON Foundation, Inc.
Group under PEARSON Foundation, Inc.

2 Business order information

PO number: RankinCounty2024 Change

3 Shipping address

Jarvis Ward - PEARSON Foundation, Inc.
815 BOSTON RD
PEARL, MS 39208-9116
Edit delivery preferences Change

4 Special delivery options

Change

Hilhook Flag Football Belts, 14 Player Flag Football Set with 42 Flags for Kids Youth and Adults Training Equipment

PICKLETECH 4.0 Slim Version Portable Pickleball Nets Outdoor Game 22 FT Pickleball Net-USAPA Regulation Size-Pickle Ball Net System with Carrying Bag for Driveway

6 Pack Official Size 5 Volleyball Balls of Composite Leather Inflatable with Pump for Womens, Mens, for Outdoor, Indoor, Beach, Pool

GOOSO Disc Golf Starter Set 24 Pack - 8pcs Putter, 8pcs Midrange, 8pcs Driver - DIY Your Discs

Arrow Soft Archery Ultimate Game Set (Double Pop Out Targets)

ArrowSoft Bows for Arrow Soft, Archery Tag, and Combat Archery. Bows for all Ages from Beginner to Advanced! (Large Performance Bow with 6 Arrows)

Forza Backyard Soccer Goals [9 Sizes] | Ultra-Durable uPVC Weatherproof Kids Soccer Goals | Quick Assembly – Every Goal Counts! (Locking Goals, 6ft x 4ft)

Franklin Sports Pickleball Court Marker Kit - Lines Marking Set with Tape Measure - Official Size Court Throw Down Markers

Outdoor Gaffer's Style Cloth Pickleball Court Tape, 2 Inches Wide, 204 Feet Long, Ultra Durable (Red)

Yunsailing 24 Pieces Dodgeball Playground Ball Kickball, 6 Inch Handball Sport Bouncy Balls with a Hand Pump for Kids Adults Indoors Outdoors Ball Games Gym Exercise, Camps, Picnic (Red)

Franklin Sports Outdoor - X-40 Pickleball Balls - USA (USAPA) Approved - 12 Pack Outside - Optic Yellow - US Open Ball

XXXYYY Professional Volleyball Net Outdoor Heavy Duty, Upgraded Weather Resistance, Lengthened Stainless Steel Cable, Thicker Sides Tapes, for Indoor Outdoor Sports- 32x3FT, Red White Blue (Net Only)

SGSPORT Disc Golf Basket with Discs | Portable Disc Golf Target with Heavy Duty 24-Chains Disc Golf Course Basket, Come with 6pcs Disc Golf Discs with Carry Bag

AOPOUL Pickleball Set with 4 Premium Wood Paddles, Cushion Comfort Grip, 4 Cooling Towels, 4 Pickleball Balls & Carry Bag, Pickle Ball Paddle for Men Women

5 Payment method

Paying with American Express 1000 Change

Billing address: Jarvis Ward, P O BOX 54056, ...

Place your order

By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

Order Summary

Items (67):	$4,875.63
Shipping & handling:	$56.98
Promotion Applied:	-$6.00
Free Shipping:	-$2.99
Total before tax:	$4,923.62
Estimated tax to be collected:*	$344.65
Order total:	**$5,268.27**

Qualifying offers:
- Free Shipping
- Promotion Applied

How are shipping costs calculated?

Prime shipping benefits have been applied to your order. (Why aren't all my items eligible?)

Attachment: Recreational Funds Request The Pearson Foundation (District 5) (20852 : Approval of Request from the Pearson Foundation for

Add a gift card or promotion code or voucher

Enter code | Apply

Use American Express Membership Rewards® points
$41.60 (5,944 points) available

$ 41.6 | Apply

(5,943 points)

6 Review items and shipping

Checkout defaults have been set for this order

☐ Your order is ready to be placed. Select this option if you would like to remove your defaults for your next order. Admin defaults will remain the same.

There are 2 important messages about your order.

- Since this is a large order, we are offering Consolidated Shipping on eligibl...
- If your hours ever change at an address, click **Edit delivery preferen...**

Arriving Aug 27, 2024 - Aug 29, 2024

Items shipped from ArrowSoft



Arrow Soft Archery Ultimate Game Set (Double Pop Out Targets)
$169.99
Qty: 4
Sold by: ArrowSoft
Not eligible for Amazon Prime
(Learn more)

Gift options not available



ArrowSoft Bows for Arrow Soft, Archery Tag, and Combat Archery. Bows for all Ages from Beginner to Advanced! (Large Performance Bow with 6 Arrows)
$79.99
20
Sold by: ArrowSoft
Not eligible for Amazon Prime
(Learn more)

Gift options not available

Choose a delivery option:

- ○ **Tomorrow, Aug 21**
  $2,267.99 - One-Day Delivery
- ○ **Thursday, Aug 22**
  $265.71 - Delivery
- ◉ **Tuesday, Aug 27 - Thursday, Aug 29**
  FREE Standard Shipping

Business Prime Exclusive

Save when using Amazon Day! Get up to 1% back on eligible items shipped with Amazon Day when it's set as your default delivery option, up to the yearly cost of your organization's Business Prime membership fee. Need an item faster? You can still choose fast, FREE shipping at any time. Terms and Conditions apply.

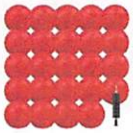
Arriving Aug 24, 2024 If you order in the next 6 hours and 19 minutes (Details)

Items shipped from Amazon.com

Choose your Prime delivery option:

- ○ **Thursday, Aug 22 and Saturday, Aug 24**
  FREE Prime Delivery

Attachment: Recreational Funds Request The Pearson Foundation (District 5) (20852 : Approval of Request from the Pearson Foundation for



Yunsailing 24 Pieces Dodgeball Playground Ball Kickball, 6 Inch Handball Sport Bouncy Balls with a Hand Pump for Kids Adults Indoors Outdoors Ball Games Gym Exercise, Camps, Picnic (Red)

Yunsailing

$38.99

& FREE Returns

Qty: 2

Sold by: Jimmntexnim

Add gift options



PICKLETECH 4.0 Slim Version Portable Pickleball Nets Outdoor Game 22 FT Pickleball Net-USAPA Regulation Size-Pickle Ball Net System with Carrying Bag for Driveway

$66.49

& FREE Returns

Quantity Price

Qty: 4

Sold by: PickleTech

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose Ship in Amazon packaging.

Ship in Amazon packaging



Outdoor Gaffer's Style Cloth Pickleball Court Tape, 2 Inches Wide, 204 Feet Long, Ultra Durable (Red)

$13.94

& FREE Returns

Business Price

Qty: 4

Sold by: PickleballCentral

Add gift options



SGSPORT Disc Golf Basket with Discs | Portable Disc Golf Target with Heavy Duty 24-Chains Disc Golf Course Basket, Come with 6pcs Disc Golf Discs with Carry Bag

$119.99

& FREE Returns

10

Sold by: SKBL SPORTS

Add gift options

Item often ships in manufacturer's container to reduce packaging and reveals what's inside. If this is a gift, consider shipping to a different address.

○ **Saturday, Aug 24**
FREE Delivery in fewer trips to your address

○ **Thursday, Aug 22 and Thursday, Aug 29**
FREE Amazon Day Delivery
Set Amazon Day as your default delivery option and get money back
Edit options

◉ **Saturday, Aug 24**
FREE Consolidated Shipping in fewest deliveries

Attachment: Recreational Funds Request The Pearson Foundation (District 5) (20852 : Approval of Request from the Pearson Foundation for



XXXYYY Professional Volleyball Net Outdoor Heavy Duty, Upgraded Weather Resistance, Lengthened Stainless Steel Cable, Thicker Sides Tapes, for Indoor Outdoor Sports-32x3FT, Red White Blue (Net Only)

$49.99

& FREE Returns

Qty: 2

Sold by: DCS Direct

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose Ship in Amazon packaging.

Ship in Amazon packaging



Franklin Sports Pickleball Court Marker Kit - Lines Marking Set with Tape Measure - Official Size Court Throw Down Markers

$21.98

& FREE Returns

Business Price

Qty: 2

Sold by: Amazon.com Services, Inc

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose Ship in Amazon packaging.

Ship in Amazon packaging



Franklin Sports Outdoor - X-40 Pickleball Balls - USA (USAPA) Approved - 12 Pack Outside - Optic Yellow - US Open Ball

$26.58

& FREE Returns

Business Price

Qty: 4

Sold by: Amazon.com Services, Inc

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose Ship in Amazon packaging.

Ship in Amazon packaging



GOOSO Disc Golf Starter Set 24 Pack - 8pcs Putter, 8pcs Midrange, 8pcs Driver - DIY Your Discs

JXYSPORTS

$58.18

& FREE Returns

Quantity Price

Attachment: Recreational Funds Request The Pearson Foundation (District 5) (20852 : Approval of Request from the Pearson Foundation for

Qty: 4

Sold by: JXYSPORT

Add gift options



AOPOUL Pickleball Set with 4 Premium Wood Paddles, Cushion Comfort Grip, 4 Cooling Towels, 4 Pickleball Balls & Carry Bag, Pickle Ball Paddle for Men Women

$29.99

& FREE Returns

Qty: 4

Sold by: Xuanonlinestore

See order summary for discounts applied

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose Ship in Amazon packaging.

Ship in Amazon packaging

Delivery: Tomorrow 4 AM - 8 AM

Items shipped from Amazon.com



Hilhook Flag Football Belts, 14 Player Flag Football Set with 42 Flags for Kids Youth and Adults Training Equipment

$34.59

& FREE Returns

Business Price

Qty: 4

Sold by: Hilhook

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose Ship in Amazon packaging.

Ship in Amazon packaging

Choose your Prime delivery option:

- (●) **Tomorrow**
  FREE Fastest Delivery
  [Tomorrow 4 AM - 8 AM] [Tomorrow 10 AM - 3 PM]
- ( ) **Thursday, Aug 22**
  FREE Prime Delivery
- ( ) **Saturday, Aug 24**
  FREE Delivery in fewer trips to your address
- ( ) **Saturday, Aug 24**
  FREE Consolidated Shipping in fewest deliveries



6 Pack Official Size 5 Volleyball Balls of Composite Leather Inflatable with Pump for Womens, Mens, for Outdoor, Indoor, Beach, Pool

$54.99

& FREE Returns

Qty: 1

Sold by: ChuanBOSS

Add gift options

Item arrives in packaging that shows what's inside. To hide it, choose Ship in Amazon packaging.

Ship in Amazon packaging

Arriving Aug 29, 2024 - Sep 4, 2024

Attachment: Recreational Funds Request The Pearson Foundation (District 5) (20852 : Approval of Request from the Pearson Foundation for

Items shipped from Net World Sports USA



Forza Backyard Soccer Goals [9 Sizes] | Ultra-Durable uPVC Weatherproof Kids Soccer Goals | Quick Assembly – Every Goal Counts! (Locking Goals, 6ft x 4ft)

$99.99

Qty: 2

Sold by: Net World Sports USA

Not eligible for Amazon Prime

(Learn more)

Gift options not available

Choose a delivery option:

- ○ **Friday, Aug 23 - Tuesday, Aug 27**
  $82.19 - Delivery
- ◉ **Thursday, Aug 29 - Wednesday, Sep 4**
  $53.99 - Standard Shipping

☑ **Get text updates**

You consent to receive texts from us for this delivery at **6019422990**.

Change

Place your order

Order total: $5,268.27

By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

*Why has sales tax been applied? See tax and seller information.

Need help? Check our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Important information about sales tax you may owe in your state

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's Returns Policy.

Need to add more items to your order? Continue shopping on the Amazon.com homepage.

Attachment: Recreational Funds Request The Pearson Foundation (District 5) (20852 : Approval of Request from the Pearson Foundation for

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
THE PEARSON FOUNDATION	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	697041
Status:	Good Standing
Effective Date:	01/23/2001
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name

JOSEPH PRIDGEN
206 OLD WHITFIELD RD, PO BOX 97474
PEARL, MS 39288

Officers & Directors

Name	Title
EARL LEGGETTE 4706 VILLIAGE DR JACKSON, MS 39206	Incorporator
RAE DILLON 997 CHASTAIN DR JACKSON, MS 39206	Incorporator
CHERYL BIBB 448 OLD WHITFIELD RD PEARL, MS 39208	Incorporator
CONNIE JENKINS 161 BELLEGROVE CIR BRANDON, MS 39047	Incorporator

Attachment: Recreational Funds Request The Pearson Foundation (District 5) (20852 : Approval of Request from the Pearson Foundation for

BOARD OF SUPERVISORS

"Government of the People"

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

Telephone: (601) 825-1475
Fax: (601) 825-9600

September 16, 2024

Delta Regional Authority
236 Sharkey Avenue, Suite 400
Clarksdale, MS 38614

Re: Letter of Support – City of Pearl Request for Funding
Southeast Sanitary Sewer Improvements Project – Phase 2

Dear Sir or Madam:

Please accept the gratitude of the Rankin County Board of Supervisors for your support of Rankin County and the municipalities of Rankin County over the years. Your support provides the assistance that the County and its municipalities needed to improve quality of life in our county and region.

We write today on behalf of the Rankin County Board of Supervisors to express unqualified support for the City of Pearl's Request for Funding for Southeast Sanitary Sewer Improvements Project, Phase 2. This Project is planned and designed to bring about much-needed relief to residents living in an area of the City without access to sanitary sewer, where health is impacted by underperforming sanitary measures, and where many of the affected residents are otherwise without financial means to bring about improved conditions. Many of the residents living within the Project area are classified as low to moderate income. The improvements planned by the City of Pearl fit perfectly within the goals of both the City and County to sustain and improve quality of life for the citizens of our community, as well as to secure the growth and vitality of our region into coming decades. The County wholeheartedly supports the City's funding request and encourages every effort to approve the funding request.

Sincerely,

RANKIN COUNTY BOARD OF SUPERVISORS

Steve Haines

BOARD PRESIDENT

CLS/cp
cc: Mayor, City of Pearl
County Administrator

Attachment: Letter of Support for City of Pearl's Request for Funding (20853 : Authorization for Board President to Sign Letter of Support to

IN THE COUNTY COURT OF RANKIN COUNTY, MISSISSIPPI

IN THE MATTER OF APPROVAL OF EXPENDITURES OF FUNDS DEEMED NECESSARY FOR PUBLIC HEALTH, SAFETY AND WELFARE

RANKIN COUNTY BOARD OF SUPERVISORS, PETITIONER

CIVIL ACTION NO.: 24-1930

ORDER RATIFYING AND AUTHORIZING PAYMENT OF INVOICES

THIS MATTER HAVING COME before this Court on the Petition of Rankin County, Mississippi, through its Board of Supervisors and counsel thereto, to this Honorable Court requesting a Declaratory Judgment ratifying and authorizing payment of invoices in conformity with the Purchasing Laws of the State of Mississippi; and THIS COURT having considered the Petition and finding same to be well taken, this COURT HEREBY ENTERS THIS ORDER RATIFYING AND AUTHORIZING payment of all invoices copies of which are attached to the Petition as Exhibits "A," "B," and "C" as follows:

1. Rankin County, Mississippi, is a political subdivision of the State of Mississippi, and is subject to the purchasing laws of the State of Mississippi. This Court has jurisdiction over this matter pursuant to Miss. Code Ann. § 9-9-21.

2. Pursuant to Title 19, Section 3, Subsection 40, of the Mississippi Code, Petitioner is authorized to conduct activities, make purchases, provide for constituent services and do all things necessary and appropriate to carry out the legal functions of a political subdivision under Mississippi law.

Attachment: Court Order Ratifying and Authorizing Payment of Invoices (20873 : Acknowledgement of County Court Order Ratifying and

3. Attached to this Order as Exhibits "A," "B," and "C" are copies of purchase requisitions, purchase orders, and price quotes that reflect activities of the Petitioner in furtherance of its legal responsibilities under Mississippi law. Each Exhibit constitutes examples of documentation where the sequence of each transaction has unintentionally been compromised such that each transaction could potentially be called into question by the Office of State Auditor for the State of Mississippi. With respect to each Exhibit, and despite the unintentional error in the sequence of documentation, this Court finds that the items or services purchased were necessary and proper for the carrying out of legal responsibilities of the Petitioner.

4. This Court finds that the failure on the part of Petitioner to cause purchase orders to be issued prior to the receipt of invoices was an innocent oversight; that the failure on the part of Petitioner to secure second quotes prior to issuance of a purchase order was an innocent oversight; that the failure on the part of Petitioner to secure any quotes prior to issuance of a purchase order was an innocent oversight.

5. To protect Petitioner from a later assertion by the Office of State Auditor that Petitioner was not authorized to pay the invoices reflected in said Exhibits, it is necessary for this Court to declare that payment of all invoices reflected in Exhibits "A," "B," and "C" were made under the exigent circumstances and as a matter of good faith and said payments are authorized and ratified by this Court.

Attachment: Court Order Ratifying and Authorizing Payment of Invoices (20873 : Acknowledgement of County Court Order Ratifying and

NOW, THEREFORE, THIS COURT authorizes, ratifies and confirms Petitioner's payment of the invoices, copies of which are attached hereto as Exhibits "A," "B," and "C."

SO ORDERED THIS THE 11th DAY OF September, 2024.

COUNTY COURT JUDGE

SUBMITTED BY:
/S/ CRAIG L. SLAY
MSB 10272
ATTORNEY FOR PETITIONER
PALMER & SLAY, PLLC
P.O. BOX 896
BRANDON, MS 39043
601-724-1870

Attachment: Court Order Ratifying and Authorizing Payment of Invoices (20873 : Acknowledgement of County Court Order Ratifying and

Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

September 4, 2024

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

Dear Board Members:

We are asking for board approval to allow Juvenile Investigator Brad Turner to attend the 11th Annual One Loud Voice Conference in Biloxi, Mississippi. The date of the conference is November 12, 2024. The conference registration and lodging will be paid for by the MS CAC (Children Advocacy Center).

If approved, the only cost incurred will be travel to and from the conference and his meals while there. Deputy Turner will use a Department issued credit card for those expenses.

Thank you.

Barry Vaughn
Undersheriff

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

Attachment: Travel for the One Loud Voice Conference for Brad Turner (20854 : Authority for Brad Turner to Attend the 11Th Annual One Loud

To: Bradley Turner <bturner@rankincounty.org>
Subject: Registration Confirmed - 11th Annual One Loud Voice Conference



One Loud Voice
A Program of Children's Advocacy Centers of Mississippi™

Dear Bradley,

Your registration has been confirmed. Please save this email for future reference.

Event: 11th Annual One Loud Voice Conference

Attending: Bradley Turner

Date: November 12, 2024 to November 14, 2024

Location: Beau Rivage Resort & Casino
875 Beach Boulevard, Biloxi, Mississippi, 39530, USA

Confirmation Number: 2MNLPS6NHTG

Submit a credit card payment or view your confirmation page: Click here

Payment Type:

Amount Paid: $0.00

Amount Due: $265.00

View and print your invoice

Click here to modify your registration/sessions

Hotel Lodging

Attachment: Travel for the One Loud Voice Conference for Brad Turner (20854 : Authority for Brad Turner to Attend the 11Th Annual One Loud

Click here to book a room at the Beau Rivage

Rooms are available in the conference block at a rate of $130.00, plus a $15 Resort Fee and 12% Tax. **October 11, 2024** is the deadline for reserving rooms in the conference block.

Hotel reservations may be made online here or by phone at **888-567-6667**.

If calling, clarify that you are with the One Loud Voice Conference.

A credit card may be required upon check-in for incidentals.

Note: *There may be an additional cost if you plan to ask for a guaranteed bed type or view.*

Conference registration does not include or guarantee hotel accommodation at the conference hotel.

Add to Calendar

ICal | Apple | Google | Outlook

Registration Information

Bradley Turner
Event Registration

Questions

Choose your discipline below:
Law Enforcement

Please choose the type of certificate/credit you would like to receive:
Law Enforcement

Select the Mississippi county you primarily work in:
Rankin County

Gender

Attachment: Travel for the One Loud Voice Conference for Brad Turner (20854 : Authority for Brad Turner to Attend the 11Th Annual One Loud

Male

Ethnicity
Other

Race (select all that apply)
White

Sessions

November 13, 2024	
10:30 AM - 11:45 AM	Fractures: Back to Basics on Investigating Common Injuries
1:15 PM - 2:30 PM	Discrimination Against Children in Investigations: A Dangerous Mistake
2:45 PM - 4:00 PM	Bruises: Back to Basics on Investigating Common Injuries
4:00 PM - 5:15 PM	Best Practices in MDT Responses to Cases of Juveniles Who Commit Sexual Offenses
November 14, 2024	
8:30 AM - 9:45 AM	The Intimate Connection Between Social Media, Gaming & Porn, & the Harms to Youth
10:15 AM - 11:30 AM	Reading, 'Riting & Rape: Addressing the In-School Sexual Assault
1:00 PM - 2:15 PM	Burns: Back to Basics on Investigating Common Injuries

We look forward to seeing you there.

Sincerely,

Children's Advocacy Centers of Mississippi™

ce@srahec.org

If you no longer want to receive emails about this training, please Opt-Out.

Attachment: Travel for the One Loud Voice Conference for Brad Turner (20854 : Authority for Brad Turner to Attend the 11Th Annual One Loud

DPS - MLEOTA
Invoice

SERVICE FOR MONTH OF : AUG 2024

INVOICE NO : 90148154
DATE : 08/27/24

CUSTOMER : 1000000378
RANKIN CO SHERIFF'S OFFICE
ATTN: ACCOUNTS PAYABLE
DPS01015000
211 EAST GOVERNMENT STREET
BRANDON MS 39042
USA

REMIT TO :
Dept. of Public Safety
PO Box 958
JACKSON MS 39205
USA
CONTACT :

SPECIAL INSTRUCTIONS :

CIP 24-A
1/14/24-8/22/24
Tyler Burnell
Tuition and Meals

****FOR PROPER CREDIT RETURN 1 COPY WITH REMITTANCE****

ITEM	MATERIAL	DESCRIPTION	QTY	UoM	PRICE	AMOUNT
10	Z17111800001	MLEOTA - Tuition	1	EA	$ 2,500.00	$ 2,500.00
20	Z17111800003	MLEOTA - Cafeteria	22	EA	$ 10.00	$ 220.00
					TOTAL AMOUNT DUE :	**$ 2,720.00**

MAKE WARRANTS PAYABLE TO STATE TREASURER FUND: 3371400000 AGENCY: 1711

Attachment: Invoice 90148154 from MLEOTA for Tyler Burnell (20855 : Authority to Issue Check for Invoice #90148154 from MLEOTA for

STATE OF MISSISSIPPI

Thomas H. Broome Juvenile Justice Center

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

September 4, 2024

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

RE: Approval for Travel

I am requesting approval for travel and expenses related to the 11th Annual One Loud Voice - Multidisciplinary Team Child Abuse Conference. The Conference will be held November 12, 2024 – November 14, 2024, at the Beau Rivage Resort and Casino, Biloxi, Mississippi. The approximate cost for Court staff – **Department 163** will be listed below: *(Three participants will be 100 % reimbursed from Zero to Three Grant Funds.)*

Lindsay Brogdon
Intake Officer

Registration:	265.00
Hotel: (2 nights x 130.00)	260.00
Resort: (2 nights x 15.00)	30.00
Travel: (330 miles x .67)	221.10
Meals: (59.00 x 3)	177.00
Total:	$953.10

Jan Lewis
Abuse/Neglect Intake Officer

Registration:	265.00
Hotel: (2 nights x 130.00)	260.00
Resort: (2 nights x 15.00)	30.00
Travel: (330 miles x .67)	221.10
Meals: (59.00 x 3)	177.00
Total:	$953.10

Attachment: Registration & Hotel Fees for the One Loud Voice Conference for Youth Court (20856 : Authority to Pay Registration Fees in the

Attachment: Registration & Hotel Fees for the One Loud Voice Conference for Youth Court (20856 : Authority to Pay Registration Fees in the

Joy Faulkner
Zero to Three Coordinator

Registration:	265.00
Hotel:(2 nights x 130.00)	260.00
Resort: (2 nights x 15.00)	30.00
Travel: (330 miles x .67)	221.10
Meals: (59.00 x 3)	177.00
Total:	$953.10

Julie Thompson
Court Administrator

Registration:	265.00
Hotel:(2 nights x 130.00)	260.00
Resort: (2 nights x 15.00)	30.00
Travel: (330 miles x .67)	221.10
Meals: (59.00 x 3)	177.00
Total:	$953.10

Corey Gerber
Prosecutor

Registration:	265.00
Hotel:(2 nights x 130.00)	260.00
Resort: (2 nights x 15.00)	30.00
Travel: (330 miles x .67)	221.10
Meals: (59.00 x 3)	177.00
Total:	$953.10

The total registration cost is $1,325.00. We respectfully request that the check be made out to Children's Advocacy Center of Mississippi, P.O. Box 5348, Jackson, MS 39296, be prepaid. We will pick the check up and mail it in with a copy of our registration confirmations.

The hotel costs are based on a $130.00 fee per night for two nights with a $15.00 resort fee each night. We respectfully request the hotel fees be prepaid. The check can be written to the Beau Rivage Resort, Attn: Financial Secretary, P.O. Box 7326, Biloxi, Mississippi 39540. The total cost for that hotel should be $1,450.00. We can pick the check up and mail it in with a copy of our reservations.

Mileage costs are based on approximately 330 miles x .67. Meal costs are based on a $59.00 per day for three days. Attendees will file for reimbursement once they return for these expenses.

Staff traveling under **Department 164** are listed below: *(All cost will be 100 % reimbursed through grant funds.)*

Valerie Grisle, FIC Case Manager

Registration:	265.00
Hotel:(2 nights x 130.00)	260.00
Resort: (2 nights x 15.00)	30.00
Travel: (330 miles x .67)	221.10
Meals: (59.00 x 3)	177.00
Total:	$953.10

Kimberly Herrington, FIC Case Manager

Registration:	265.00
Hotel:(2 nights x 130.00)	260.00
Resort: (2 nights x 15.00)	30.00
Travel: (330 miles x .67)	221.10
Meals: (59.00 x 3)	177.00
Total:	$953.10

The total registration cost is $530.00. We respectfully request that the check be made out to Children's Advocacy Center of Mississippi, P.O. Box 5348, Jackson, MS 39296, be prepaid. We will pick the check up and mail it in with a copy of our registration confirmations.

The hotel costs are based on a $130.00 fee per night for two nights with a $15.00 resort fee each night. We respectfully request the hotel fees be prepaid. The check can be written to the Beau Rivage Resort, Attn: Financial Secretary, P.O. Box 7326, Biloxi, Mississippi 39540. The total cost for that hotel should be $580.00. We can pick the check up and mail it in with a copy of our reservations.

Mileage costs are based on approximately 330 miles x .67. Meal costs are based on a $59.00 per day for three days. Attendees will file for reimbursement once they return for these expenses.

TOTAL for Registration: $1,855.00 *(Children's Advocacy Center of Mississippi, P.O. Box 5348, Jackson, MS 39296)*

TOTAL for Hotel: $2,030.00 *(Beau Rivage Resort, Attn: Financial Secretary, P.O. Box 7326, Biloxi, Mississippi 39540)*

Attachment: Registration & Hotel Fees for the One Loud Voice Conference for Youth Court (20856 : Authority to Pay Registration Fees in the

Please let me know if you have any questions or concerns. Thank you for your assistance.

Respectfully,

Julie Thompson

Julie Thompson, Administrator
Rankin County Youth Court

Attachment: Registration & Hotel Fees for the One Loud Voice Conference for Youth Court (20856 : Authority to Pay Registration Fees in the

MISSISSIPPI STATE UNIVERSITY™ EXTENSION
Center for Government & Community Development
Phone:(662)325-3141; Fax (662)325-8954
Box 9643; Mississippi State, MS 39762

INVOICE

TO:
Staci McNinch
Rankin County

Kristy Lewis

DESCRIPTION	AMOUNT
2024 MACA Fall Conference Tax Assessor/Collector (No Fee)	
TOTAL	Registration $0.00

Please include invoice with payment.

Make all checks payable to

MSU-ES Center for Government & Community Development
Box 9643
Mississippi State, MS 39762

If you have any questions concerning this invoice, contact Lauren-Colby Nickels at 662-325-3141 or LaurenColby.Nickels@msstate.edu

Attachment: Registration Fees for the 2024 MACA Fall Conference (20875 : Authority to Pay Registration Fees in the Amount of $150.00 Each

MISSISSIPPI STATE UNIVERSITY™ EXTENSION
Center for Government & Community Development
Phone:(662)325-3141; Fax (662)325-8954
Box 9643; Mississippi State, MS 39762

INVOICE

TO:
Brent Smith
Rankin County

DESCRIPTION	AMOUNT
2024 MACA Fall Conference Guest ($150)	
TOTAL	Registration $150.00

Please include invoice with payment.

Make all checks payable to

MSU-ES Center for Government & Community Development
Box 9643
Mississippi State, MS 39762

If you have any questions concerning this invoice, contact Lauren-Colby Nickels at 662-325-3141 or LaurenColby.Nickels@msstate.edu

Attachment: Registration Fees for the 2024 MACA Fall Conference (20875 : Authority to Pay Registration Fees in the Amount of $150.00 Each

MISSISSIPPI STATE UNIVERSITY™ EXTENSION
Center for Government & Community Development
Phone:(662)325-3141; Fax (662)325-8954
Box 9643; Mississippi State, MS 39762

INVOICE

TO:
David Gunter
Rankin County

DESCRIPTION	AMOUNT
2024 MACA Fall Conference Guest ($150)	
TOTAL	Registration $150.00

Please include invoice with payment.

Make all checks payable to
MSU-ES Center for Government & Community Development
Box 9643
Mississippi State, MS 39762

If you have any questions concerning this invoice, contact Lauren-Colby Nickels at 662-325-3141 or LaurenColby.Nickels@msstate.edu

Attachment: Registration Fees for the 2024 MACA Fall Conference (20875 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Extension Center for Governmental & Community Development

INVOICE

Mississippi State University Extension Service
Phone:(662)325-3141; Fax (662)325-8954
Box 9643; Mississippi State, MS 39762

MISSISSIPPI STATE UNIVERSITY EXTENSION
Center for Government & Community Development

TO:
Staci McNinch
Rankin County

DESCRIPTION	AMOUNT
IAAO Fall Workshop October 30-31, 2024 MS IAAO Member ($150.00)	
TOTAL	$150.00

Please include invoice with payment.

Make all checks payable to
MS Chapter of IAAO
P.O. Box 998
Pascagoula, MS 39568

If you have any questions concerning this invoice, contact Jason Camp 662-325-3141 or Jason.Camp@msstate.edu

Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Extension Center for Governmental & Community Development

Mississippi State University Extension Service
Phone:(662)325-3141; Fax (662)325-8954
Box 9643; Mississippi State, MS 39762

INVOICE

MISSISSIPPI STATE UNIVERSITY EXTENSION
Center for Government & Community Development

TO:
David Gunter
Rankin County

DESCRIPTION	AMOUNT
IAAO Fall Workshop October 30-31, 2024 MS IAAO Member ($150.00)	
TOTAL	$150.00

Please include invoice with payment.

Make all checks payable to
MS Chapter of IAAO
P.O. Box 998
Pascagoula, MS 39568

If you have any questions concerning this invoice, contact Jason Camp 662-325-3141 or Jason.Camp@msstate.edu

Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Extension Center for Governmental & Community Development

Mississippi State University Extension Service
Phone:(662)325-3141; Fax (662)325-8954
Box 9643; Mississippi State, MS 39762

MISSISSIPPI STATE UNIVERSITY EXTENSION
Center for Government & Community Development

TO:
Brent Smith
Rankin County

DESCRIPTION	AMOUNT
IAAO Fall Workshop October 30-31, 2024 MS IAAO Member ($150.00)	
TOTAL	$150.00

Please include invoice with payment.

Make all checks payable to
MS Chapter of IAAO
P.O. Box 998
Pascagoula, MS 39568

If you have any questions concerning this invoice, contact Jason Camp 662-325-3141 or Jason.Camp@msstate.edu

Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Extension Center for Governmental & Community Development

Mississippi State University Extension Service
Phone:(662)325-3141; Fax (662)325-8954
Box 9643; Mississippi State, MS 39762

INVOICE

MISSISSIPPI STATE UNIVERSITY EXTENSION
Center for Government & Community Development

TO:
MARK WROTEN
Rankin County

DESCRIPTION	AMOUNT
IAAO Fall Workshop October 30-31, 2024 Non-MS IAAO Member ($175.00)	
TOTAL	$175.00

Please include invoice with payment.

Make all checks payable to
MS Chapter of IAAO
P.O. Box 998
Pascagoula, MS 39568

If you have any questions concerning this invoice, contact Jason Camp 662-325-3141 or Jason.Camp@msstate.edu

Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Extension Center for Governmental & Community Development

Mississippi State University Extension Service
Phone:(662)325-3141; Fax (662)325-8954
Box 9643; Mississippi State, MS 39762

INVOICE

MISSISSIPPI STATE UNIVERSITY EXTENSION
Center for Government & Community Development

TO:
Kristy Lewis
Rankin County

DESCRIPTION	AMOUNT
IAAO Fall Workshop October 30-31, 2024 MS IAAO Member ($150.00)	
TOTAL	$150.00

Please include invoice with payment.

Make all checks payable to
MS Chapter of IAAO
P.O. Box 998
Pascagoula, MS 39568

If you have any questions concerning this invoice, contact Jason Camp 662-325-3141 or Jason.Camp@msstate.edu

Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Guest Name:	DAVID GUNTER
Guests:	1 Adult
Rooms:	1
Room Plan:	2 QUEEN BEDS
Your Rate Information	2024 MACA Conference
Rate per night	
28-Oct-2024 - 31-Oct-2024	142.00 USD
Total for Stay per Room Rate	**426.00 USD**
Taxes	39.41 USD
Total price for Stay	**465.41 USD**

Modify Your Reservation >>

Plan Ahead With These Tips:



Get Contactless Arrival

With the Hilton Honors app, you can skip the front desk, go straight to your selected room, and unlock your door - with just your phone.

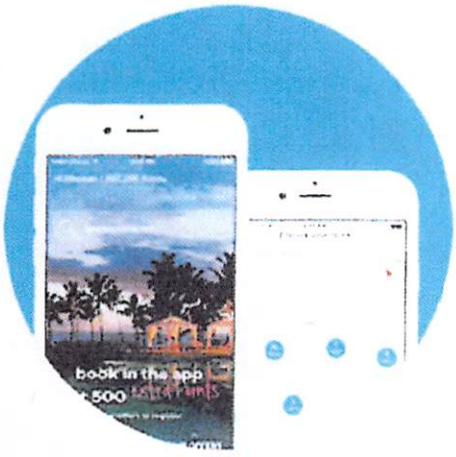
Learn More

Rate Rules and Cancellation Policy

Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Guest Name:	BRENT SMITH
Guests:	1 Adult
Rooms:	1
Room Plan:	2 QUEEN BEDS
Your Rate Information	2024 MACA Conference
Rate per night 28-Oct-2024 - 31-Oct-2024	142.00 USD
Total for Stay per Room Rate	**426.00 USD**
Taxes	39.41 USD
Total price for Stay	**465.41 USD**

Modify Your Reservation >>



Get Contactless Arrival

With the Hilton Honors app, you can skip the front desk, go straight to your selected room, and unlock your door - with just your phone.

Learn More

Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Your Room Information

Guest Name:	MARK WROTEN
Guests:	1 Adult
Rooms:	1
Room Plan:	2 QUEEN BEDS
Your Rate Information	2024 MACA Conference
Rate per night 29-Oct-2024 - 31-Oct-2024	142.00 USD
Total for Stay per Room Rate	284.00 USD
Taxes	26.27 USD
Total price for Stay	310.27 USD

Modify Your Reservation >>

Plan Ahead With These Tips:



USE THE HILTON HONORS APP

Get Contactless Arrival

With the **Hilton Honors app**, you can skip the front desk, go straight to your selected room, and unlock your door - with just your phone.

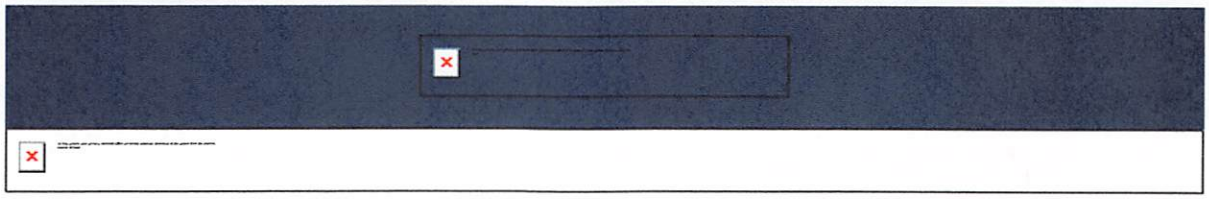
Learn More

Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Samantha Chisholm

From: Hotel Tupelo <info@hoteltupelo.com>
Sent: Thursday, August 8, 2024 1:42 PM
To: Staci McNinch
Subject: Thank You For Your Reservation

View in Browser



Reservation Confirmation

We are dedicated to making your time here as memorable and relaxing as possible - please let us know if there is anything we can do to prepare for your upcoming visit. We look forward to seeing you soon at Hotel Tupelo!

Guest Name: Staci McNinch

Confirmation: 90867EE052553

Check In Date: Sunday, October 27, 2024

Check In Time: 3:00pm

Check Out Date: Thursday, October 31, 2024

Check Out Time: 11:00am

# of Nights: 4

Room Type: Double Queen

Total Room Charges*: $596.00

*The above rate does not reflect taxes, fees, or additional charges associated with this reservation. For clarification regarding these charges, please contact the hotel.



Attachment: Registration & Hotel Fees for the IAAO Fall Workshop (20874 : Authority to Pay Registration Fees in the Amount of $150.00 Each

Rankin County

Personnel Recommendation

I, Mike Harrison, Road Department Manager, hereby recommends the within named, Preston Reinhardt, for the full-time position of Driver with the Rankin County Road Department effective September 22,2024.

Mike Harrison

Signature/Mike Harrison
Road Department Manager

✓ Approved

_____ Not Approved

Steve Haines

Board President

Additional Comments:

Salary

	Present	Proposed
Step		326
Hourly		$
Bi-Weekly		$
Annual		$

Attachment: Personnel Recommendation for the Road Department (20859 : Authority to Approve the Following Personnel Recommendations:

Rankin County

Personnel Recommendation

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

Randy Newell be considered for the position of/promotion to **School Resource Deputy**

at pay step **418** effective on the **10th** day of **September, 2024**.

Bryan Bailey
Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____ _____
County Administrator Board President

Additional Comments:
$5,000.00 added for School Resource Officer

Department Code: 001-200-402

	Present	Recommended
Step	**0**	**418**
Hourly Rate	$	$
Bi-Weekly Rate	$	$
Annual Salary	$	$

Attachment: Personnel Recommendation for the Sheriff's Department (20859 : Authority to Approve the Following Personnel

RANKIN COUNTY

PERSONNEL RECOMMENDAITON

I, Julie Thompson, Rankin County Youth Court Administrator, **do** hereby recommend the within named, BARRY BELUE, to be considered for the position of Intervention Court Coordinator to be effective October 6, 2024.

Julie Thompson,

Rankin County Youth Court Administrator

Approved ✓

Disapproved _____

County Administrator

Board President

Salary

Step	Present	Proposed
	404	432

Attachment: Personnel Recommendation for Youth Court (20859 : Authority to Approve the Following Personnel Recommendations: Sheriff's

Additional Comments: 100 % DPS Grant Funds
(Dept 164 -25% / Dept 174- 75%)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 4TH DAY OF SEPTEMBER, 2024, personally came Marcus Bowers, publisher of the Rankin County News

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

ADVERTISEMENT FOR BIDS

FLEET LEASING PROGRAM

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

Vol 177 No. 08 on the 28th day of August, 2024

Vol 177 No. 09 on the 4th day of September, 2024

ADVERTISEMENT FOR BIDS
RANKIN COUNTY, MISSISSIPPI
FLEET LEASING PROGRAM

Notice is hereby given that SEALED BIDS will be opened for the Board of Supervisors of Rankin County, Mississippi at 9:00 a.m. the 16th day of September 2024 in the Board Room of the Rankin County Board of Supervisors located at 211 East Government Street, Suite A, Brandon, MS 39042 for the following:

FLEET LEASING/MANAGEMENT PROGRAM

A bid packet may be obtained from the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, MS 39042 or by emailing countyadministrator@rankincounty.org.

Bids can be mailed or hand delivered to the Rankin County Board of Supervisors located at 211 East Government Street, Suite A, Brandon, MS 39042 and received before 9:00 a.m. on September 16, 2024.

All items must be bid as advertised and clearly marked on the outside of the envelope, "SEALED BID FOR FLEET LEASING PROGRAM TO BE OPENED SEPTEMBER 16, 2024". Failure to comply will cause the bid to be disqualified.

The Rankin County Board of Supervisors reserves the right to accept or reject any and all bids received.

Published by order of the Board of Supervisors of Rankin County, Mississippi.
RANKIN COUNTY BOARD OF SUPERVISORS
BY: /S/ COUNTY ADMINISTRATOR
August 28, September 4, 2024
#1075

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 4th day of September, 2024

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

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

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

208 words at .22 per word	$45.76
Proof of Publication	NC
TOTAL	**$45.76**

Attachment: Vardoc Advertisement for Bids for Fleet Leasing Program (Proof) (20860 : Record Various Documents to be Made a Permanent

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 11TH DAY OF SEPTEMBER, 2024, personally came Marcus Bowers, publisher of the Rankin County Nev

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
AUGUST 15, 2024

I. Call to Order
9:00 AM Meeting called to order on August 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. OLD BUSINESS
A. Minutes Approval:
A. August 5, 2024
B. August 13, 2024
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
IV. CONSENT AGENDA
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
1. APPROVAL OF THE FOLLOWING:
Financial
A. Approval of claims docket in the amount of $11,908,879.38
B. Acknowledge receipt of Budget and Financial Reports for the month of July 2024
Appointment
C. Authority to appoint Brian Measells as the ADA (Americans with Disabilities Act) Coordinator, replacing Renee Lawrence, effective July 1, 2024
Contracts, Agreements and Grants
D. Approval of HVAC Maintenance Agreement with Environment Masters and authority for Board President to execute documents
E. Authority for the Sheriff's Department to enter into a yearly subscription agreement with Accurint Trax, an online service used by Investigators to correlate critical investigative data using data- enhanced call detail record analysis for their cases, and authority for the Assistant Chief of Criminal Investigations to execute documents

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

PUBLIC NOTICE

MINUTES, AUGUST 15, 2024

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

Vol 177 No. 10 on the 11th day of September, 2024

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 11th day of September, 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)

4,205 words at .12 each..... $504.60

Proof of Publication ..... ID.#.28593 ..... NC

TOTAL..... $504.60

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

Attachment: Vardoc August 15, 2024 Minutes (Proof) (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

F. Approval of request from the Puckett High School Athletic Booster Club for the FY 2024 Recreational Funds (District 3) in the amount of $3,500.00 as authorized by HB1744 Regular Session; these funds will be used for the purchase of carpet runners for the Puckett High Gymnasium
G. Request approval of Assignment of Residential Leasehold Interest Contract for Sixteenth Section Lands between Rankin County Board of Education and Billy E. Thompson & Paula L. Thompson (Assignors) do hereby sell, convey, and warrant unto Connor & Aubrey Grindstaff (Assignees)
H. Request approval of Assignment of Residential Leasehold Interest Contract for Sixteenth Section Lands between Rankin County Board of Education and Steve Dye (deceased) & Lisa M. Dye (Assignors) do hereby sell, convey, and warrant unto Justin Chapman (Assignee)
Other
I. Acknowledgment of receipt of sole source justification correspondence from Environmental Systems Research Institute, Inc. (ESRI), manufacturer of ArcGIS Software wherein is contained product, service and warranty descriptions for all ArcGIS systems manufactured under the brand name, ArcGIS, as well as, product, service and warranty descriptions for all digital platforms and products manufactured under the ESRI brand name. Declaration that ArcGIS and ESRI brand products, services and warranties, as set forth on the attached sole source justification correspondence are sole source items as contemplated by Miss. Code Ann. Section 31-7-13(m)(viii). Authorization of Purchase Clerk to issue purchase orders for purchase of ArcGIS Enterprise Standard software pursuant to the exemption for sole source items set forth in Miss. Code Ann. Section 31-7-13(m)(viii). Authority of County Administrator to issue payment for invoiced items upon receipt of items purchased and presentation of properly submitted and detailed invoice for same
J. Authority for Youth Court to host a Fall Festival, at no cost to the county, on October 11, 2024, from 11:00 a.m. - 2:00 p.m. for children who have been reunified with their families, foster children, families that are currently participating in the Zero to Three Program, and participants in the Family Intervention Court
K. Ratification of Authority to Publish Notice required by Miss. Code Ann. Section 19-9-111 made effective August 12, 2024
L. Authorization of Board President to execute resolutions, loan documentation and any and all other forms of documentation that may be necessary to establish authority for and approval of any and all loan agreements with county depository, Origin Bank, for short term borrowing associated with ongoing county projects. Authority of County Administrator to take any and all actions necessary to effectuate the purpose of the loan agreements and to carry out the intention of this authorization. Authorization of County Administrator and/or Comptroller to serve as approved and authorized signatories on all loan documentation and/or accounts established pursuant to this authority. Authorization to establish and agree to loan terms satisfactory to County and to Lender generally in the nature of a revolving line of credit not to exceed $10 million with a term length of not to exceed 24 months. Authority to establish appropriate collateral for the revolving loan to include, but not be limited to, establishment of restricted accounts or certificates of deposit or any other type of account or collateral structure as may be necessary and appropriate. Current occupants of the positions of County Administrator and Comptroller are Keith Hicks and Wanda Martin respectively and same are authorized signatories on behalf of the County pursuant to this authorization
2. AUTHORITY TO ISSUE CHECKS:
Dues and Training Conferences
A. Authority to pay registration fees in the amount of $300.00 each for Cheyenne Myers and William Parker to attend the Suicide Prevention course on October 21 - 22, 2024, in Pearl, MS and authority to issue check and pay any travel related expenses
B. Authority to pay registration fees in the amount of $300.00 each for Cheyenne Myers and Bailee Polk to attend the Terrorism Awareness training on September 9 - 10, 2024, in Canton, MS and authority to issue check and pay any travel related expenses
C. Authority to pay registration fees in the amount of $250.00 each for Deputies Patrick Mullins and Wilson Stewart to attend the Glock Armorer's Course on August 20, 2024, in DeSoto County and authority to issue check and pay any travel related expenses
D. Authority to pay registration fees in the amount of $160.00 for Deputy Andrew Townsend to attend the Tactical Vehicle Intervention and Pursuit Management course on September 27, 2024 in Columbia, MS and authority to issue check and pay any travel related expenses
E. Authority to pay registration fees in the amount of $350.00 each and lodging and meals in the amount of $180.00 each for Dion Allen and Cody Rayborn to attend the Field Training Officer Course on November 12 - 14, 2024, at Camp Shelby and authority to issue check and pay any travel related expenses
F. Authority for Julius Hutson and Justin Davis to attend the Basic Narcotics Investigation Course on November 4 - 6, 2024, in Pearl, MS and authority to pay any travel related expenses
G. Authority for Jane Lewis, Lindsay Brogdon, and Christen Parker to attend the 2024 Indian Child Welfare Act Conference on August 28, 2024, in Choctaw, MS and authority to pay any travel related expenses
H. Authority to pay 2025 membership dues for the Mississippi Association of Extension 4-H Agents in the amount of $100.00 for Heather Jennings and authority to issue check
I. Authority to pay 2024-2025 Enrollment Fees for The Mississippi Bar in the amount of $380.00 for Trey Spillman and $100.00 for Blake Cauthen and authority to issue check
Other
J. Authority to issue check to J. Artis Consulting, Inc. in the amount of $4,945.00 for Consulting Services for the Sheriff's Department
K. Authority to pay invoice from Shred-it in the amount of $5,584.50 and authority to issue check
L. Authority to pay Toll charges in the amount of $9.24 and administrative charge in the amount of $2.50 to the Florida Department of Transportation (FDOT) for toll charged accrued when Sheriff's Deputy traveled to Palm Beach to pick up inmate and authority to issue check
3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:
A. Approval of the following Inventory Changes to remove items from the county inventory that were incorrectly listed (See Attached)
4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:
A. Sheriff's Department: Amy Devine (New Hire, School Resource Officer) at Step 401; Jason Moore (Promotion to Shift Supervisor) at Step 337; Blaine White (Promotion to Master Sergeant) at Step 354; Road Department: Marcus Berry (New Hire, Operator) at Step 326; Dustin Caves (New Hire, Operator) at Step 326; Ken Sullivan (New Hire, Maintenance/Service at ½ of Total Salary) at Step 435; Tax Assessor's Office: Bundy Boykin (New Hire, Residential Appraiser) at Step 388;
5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES
A. Various Documents
V. CRAIG SLAY, BOARD ATTORNEY
Public Hearings for 2024 Protest of Property Tax Assessments:
A. AV Properties, LLC - Parcel D7J-8 & D7J-7/PPIN 4955 & 4954 (Represented by C.W. Chapman)
Board Attorney, Craig Slay, opened this public hearing. No one approached the board to give comment.
Board Attorney, Craig Slay, closed this public hearing. Motion to Accept Tax Assessor's evaluation
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
B. Reservoir Square Shopping Center - Parcel H12E-1/PPIN 27206, Parcel H12E-1-30/PPIN 27208, Parcel H12E-1-40/PPIN 54628 (Represented by William Ward)
Board Attorney, Craig Slay, opened this Public Hearing. No one approached the board to give comment.
Board Attorney, Craig Slay, closed this Public Hearing.
Motion to Accept Tax Assessor's Evaluation
RESULT: ADOPTED [UNANIMOUS]
MOVER:
Steve Gaines, President
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
VI. STACI MCNINCH, TAX ASSESSOR
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: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
Request Approval of Ad Valorem Tax Exemption Requests for 2024 Tax Year
C. Authorization to Approve Ad Valorem Tax Exemption Request Applications for 2024 tax year for the following:
- Denbury Onshore LLC (3)
- General Recycling of Mississippi, LLC
- JHC Holding (Jackson Heart Clinic)
- Nucor Steel Jackson
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
D. Authorization to Deny Ad Valorem Tax Exemption requests for 2024 Tax year for the following:
- Imperial Bag & Paper Company (Freeport Warehouse)
- Applied Industrial Technologies Dixie Inc (FreeportWarehouse)
- The Calvert Company LLC (Freeport Warehouse)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
E. Authorization to Approve Non-Profit Tax Exemption Request Application for 2024 Tax Year for Mississippi Association of Independent Schools
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
F. Authorization to Deny Non-Profit Tax Exemption Request Application for 2024 Tax Year for Better Business Bureau of Mississippi Inc
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
G. Authorization to Approve Non-Profit Tax Exemption Request Application for 2024 Tax Year for Amazing Grace 247
RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

Attachment: Vardoc August 15, 2024 Minutes (Proof) (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

H. Authorization to Approve Non-Profit Tax Exemption Request Application for 2024 Tax Year for Journey Church MS Inc
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
I. Authorization to Approve Non-Profit Tax Exemption Request Application for 2024 Tax Year for Eastflow Church
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
J. Authorization to Approve Non-Profit Tax Exemption Request Applications for 2024 Tax Year for Word of Faith Christian Center and The Bridge Church Inc
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
K. Authorization to Deny All Non-Profit Tax Exemption Request Applications for 2024 Tax Year for Franciscan Missionaries of our Lady Health System
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
VII. PUBLIC COMMENTS AND RECOGNITION
A. Scott Williams approached to board to discuss mosquito trapping and treatment in the county
VIII. CRAIG SLAY, BOARD ATTORNEY (CONTINUED)
A. Discussion of and potential action to award stand-by contract for Disaster Debris Removal and Disposal Motion to award a 5-year stand-by contract to Southern Disaster Recovery and authorize board counsel and the county administrator to enter into negotiations for a final contract to present to the board for approval
RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Steve Gaines, President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
IX. MIKE HARRISON, ROAD MANAGER
A. Request for approval of Comcast Utility Permit No. JB0001900309 to construct an Underground Cable along/across St. Charles Avenue to be installed between Cleary Road and S. Eagle Ridge Drive (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Request for approval of Central Rankin Water Association, Inc. Utility Permit No. 22070 to construct a Water Line along/across multiple county roads (All County Roads Involved: R T Braddy Rd., McCullough-McLin Rd., Kitchens Rd., Seventh Day Rd., Old Place Rd., Green Oaks, Woodhaven Rd., Westway Rd., Sunset Rd., Old Pl. Ct., and Elrich Rd.) (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
C. Request for approval of Union Water Utility Permit No. 22088 to construct a Main Water Line along/across Woodrow Martin Road, Gabe Holcomb Road, and Johns-Mayton Road (District 3)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
X. TIM PARKER, COUNTY CONSULTING ENGINEER
A. Approval of Pay Application No. 4 from Hemphill Construction Company, Inc. for work performed on the Gunter Road Improvements Phase II project in the amount of $244,832.07 and authority to issue check
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
B. Program Element 3.02 Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks Subdivision - Approval of Pay Application No. 2 from Hodges Land Services in the amount of $69,564.19 and authority to issue the check
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
C. Persimmon Ridge - Approval of Final Plat and LOC in the amount of $36,200.00 (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
D. Freedom Ridge, Part 5 - Approval of Final Plat and LOC in the amount of $330,902.00 (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
E. Vintner's Crossing, Stage 3 - Approval of Final Plat and LOC in the amount of $77,984.78 (District 2)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

F. Authorize the Chief LPA Official (President of the Rankin County Board of Supervisors) to request activation of the Old Highway 49 - Cleary Road to Old Highway 49 Overlay project through the Mississippi Department of Transportation LPA Program (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
XI. CRAIG SLAY, BOARD ATTORNEY (CONTINUED)
Set Public Hearings:
A. Set Public Hearing for August 29, 2024, at 9:00 a.m. for Tim Hall Nuisance Property, 120 Rankin Road (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
B. Set Public Hearing for August 29, 2024, at 9:00 a.m. for Scott & Jennifer Clark Nuisance Property, 423 Oak Lawn Drive (District 3)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
C. Set Public Hearing for August 29, 2024, at 9:00 a.m. for The Property Group, LLC/Bill Johnson, Manger, Nuisance Property, 1149 Old Fannin Road (District 2)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
D. Set Public Hearing for September 3, 2024, at 9:00 a.m. for William Durr Conditional Use Permit, 211 Oakdale Road (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
E. Set Public Hearing for September 3, 2024, at 9:00 a.m. for KC Real Estate, LLC Conditional Use Permit, Highway 43 (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
F. Set Public Hearing for September 3, 2024, at 9:00 a.m. for Roger Williams Conditional Use Permit, 155 Valley Cove (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
G. Set Public Hearing for September 3, 2024, at 9:00 a.m. for Jennifer Griffith Conditional Use Permit, Highway 471 (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

H. Set Public Hearing for September 3, 2024, at 9:00 a.m. for Ben Banks Dimensional Variance, E. Business Park Drive (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
Public Hearings:
I. Public Hearing for John Adams, Fannin Community Center, Conditional Use Permit
Board Attorney, Craig Slay, opened this Public Hearing. No one approached the board for comment. Board Attorney, Craig Slay, closed this Public Hearing.
Motion to Approve with conditions
RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Steve Gaines, President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
Other:
J. Consideration of, and potential action to authorize, re-setting of public hearing for September 16, 2024, at 9:00 a.m. and authority to publish notice of public hearing to consider RESOLUTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO THE CITY OF BRANDON, MISSISSIPPI, AND RANKIN COUNTY, MISSISSIPPI, AND BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE BRANDON HEIGHTS PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES
Motion to re-set Public Hearing for Brandon Heights Tax Increment Financing Plan, the Resolution of Intent to Adopt, and the Authorization to Publish Notice of Hearing for September 16th, 2024 @ 9:00 A.M.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

Attachment: Vardoc August 15, 2024 Minutes (Proof) (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

K. Discussion of, and potential action to authorize execution of, documentation evidencing Rankin County's participation in a multi-district litigation resolution of claims involving the charging of illegal interchange fees by or on behalf of various credit card issuers during the period January 1, 2004, through spring 2019. Authority of County Administrator or Board Attorney or any other appropriate employee or Rankin County official to execute any and all agreements, authorizations, releases, settlement documentation or any other document of any kind associated with the claims or resolution thereof and to take all actions necessary to complete Rankin County's settlement of any claims it may have. Authority to execute representation agreements or contracts of any kind or nature accounting for representation services of the county upon terms and conditions that are equal to and on par with the agreements authorized by the State of Mississippi with respect to the claims of the State of Mississippi
Motion to Approve
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
L. Discussion of MDOT project at intersection of Highway 25 and Highway 471
M. Authority to Add "Discussion of and potential action on Department of Agriculture's master plan for 150 acres of land off of Highway 18"
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Sid Scarbrough, Supervisor District 1
AYES: Steve Gaines, Brad Calhoun, Sid Scarbrough, Scott Berry
ABSTAIN: Jay Bishop
N. Acknowledgement of receipt of proposed Master Plan associated with development of 150-acre parcel that is the subject of a deed executed on behalf of Rankin First Economic Development Authority to the State of Mississippi f/b/o Mississippi Department of Agriculture. Approval of Master Plan with contingency that the Deed to the subject property must be fully executed by the State of Mississippi and recorded in the land records for Rankin County, Mississippi, within twelve months from August 15, 2024, or title to the subject property shall be re-vested in Rankin First Economic Development Authority. Request to leadership of the Mississippi Department of Agriculture to provide written letters of intent executed on behalf of private business interests referenced on the Master Plan committing to locate facilities upon the subject property and make substantial financial commitments to the Genuine Mississippi Market Complex and Rankin County, Mississippi.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Steve Gaines, President
AYES: Steve Gaines, Brad Calhoun, Sid Scarbrough, Scott Berry
ABSTAIN: Jay Bishop

XII. KEITH HICKS, COUNTY ADMINISTRATOR
A. Authority to sign Order of Real & Personal Property Assessment Rolls for 2024
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
B. Discussion of and potential action on Tax Collector/Assessor Flowood office lease renewal
RESULT: NO ACTION
XIII. EXECUTIVE SESSION
A. Motion to Discuss Need for 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 Enter Into an Executive Session for 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: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
D. Outcome of Executive Session
No action taken
XIV. ADDITIONAL BUSINESS TO BE DISCUSSED
A. Authority to add the following:
- "Acknowledgement of receipt of Pay Package for Kimber Dallas property and authority to issue check
- Authority to re-establish just compensation for Geaux 13 property and authority to receive pay package
- Authority to deny counter-offer for Susan Guy property and authority to prepare to file for condemnation if county offer is not accepted within 14 days
- Authority to deny counter-offer for Tony Kale property and authority to prepare to file for condemnation if county offer is not accepted within 14 days
- Authority to make an Administrative Adjustment for Mark Malley property which would be an increase of $39,000 on original offer"
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Authority to approve the following as one motion:
- Acknowledgement of receipt of Pay Package for Kimber Dallas property and authority to issue check
- Authority to re-establish just compensation for Geaux 13 property and authority to receive pay package
- Authority to deny counter-offer for Susan Guy property and authority to prepare to file for condemnation if county offer is not accepted within 14 days
- Authority to deny counter-offer for Tony Kale property and authority to prepare to file for condemnation if county offer is not accepted within 14 days
- Authority to make an Administrative Adjustment for Mark Malley property which would be an increase of $39,000 on original offer
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
XV. RECESS UNTIL 2:00 P.M. ON AUGUST 15, 2024
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
XVI. RECONVENE
XVIII. EXECUTIVE SESSION (Continued)
A. Motion to Discuss Need for an Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
B. Motion to Enter Into an Executive Session for Personnel
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Scott Berry, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
C. Motion to Come Out of Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
D. Outcome of Executive Session
No action taken
XIX. RECESS UNTIL 9:00 A.M. ON AUGUST 29, 2024
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
This the 15th Day of August, 2024
Steve Gaines
STEVE GAINES, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS
Mark S. Scarborough
MARK S. SCARBOROUGH, CLERK OF
THE BOARD
(SEAL)
September 11, 2024
#1144

Attachment: Vardoc August 15, 2024 Minutes (Proof) (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 11TH DAY OF SEPTEMBER, 2024, personally came Marcus Bowers, publisher of the Rankin County Ne

RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES
AUGUST 29, 2024

I. CALL TO ORDER PLANNING COMMISSION MEETING
II. INVOCATION
Board Attorney, Craig Slay
III. ADJOURN PLANNING COMMISSION MEETING
IV. CALL TO ORDER MEETING OF THE RANKIN COUNTY BOARD OF SUPERVISORS
9:00 AM Meeting called to order on August 29, 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
Craig Slay, Board Attorney, Present
Keith Hicks, County Administrator, Present
Mark S Scarborough, Chancery Clerk, Present
V. PUBLIC COMMENTS
None
VI. STACI MCNINCH, TAX ASSESSOR
A. Request Approval of application for FY2024-2025 for authority to expend one (1) mill according to Section 27-39-239(2)(b), Miss. Code Ann., as amended
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
VII. CRAIG SLAY, BOARD ATTORNEY
A. Discussion of fireworks stand on Highway 49
Joe Deaton, attorney for Robbie Covington, addressed the board regarding the firework's stand
B. Review of Memorandum of Understanding between Rankin County and City of Pearl and Spectrum Capital, LLC, regarding support of Trustmark Park and professional baseball
RESULT: NO ACTION
VIII. KEITH HICKS, COUNTY ADMINISTRATOR
Supervisor Bishop left the board meeting at 10:00 a.m.

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

PUBLIC NOTICE

MINUTES, AUGUST 29, 2024

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

Vol 177 No. 10 on the 11th day of September, 2024

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 11th day of September, 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)

641 words at .12 each	$76.92
Proof of Publication	NC
TOTAL	$76.92

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

Attachment: Vardoc August 29, 2024 Minutes (Proof) (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

A. Authority to advertise Notice of a Public Hearing on the proposed Budget for Rankin County Fiscal Year 2025 to be held on September 16, 2024, at 9:00 a.m.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, Supervisor District 1
SECONDER: Brad Calhoun, Vice President
AYES: Steve Gaines, Brad Calhoun, Sid Scarbrough, Scott Berry
ABSENT: Jay Bishop
B. Discussion of FY2025 Budget
C. Review of Agenda and Consent Agenda for September 3, 2024
Supervisor Bishop returned to the board meeting at 10:05 a.m.
IX. EXECUTIVE SESSION
A. Motion to discuss the need to go into Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
B. Motion to go into Executive Session to discuss property acquisition & personnel
RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
C. Motion to come out of Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
D. Outcome of Executive Session
No action taken
X. ADDITIONAL BUSINESS TO BE DISCUSSED
A. Motion to add the following to the agenda:
1. Acknowledgment and Receipt of bid on surplus property
2. Ratification of Emergency Declaration in Live Oaks Subdivision
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
B. Ratification of Emergency Declaration in Live Oaks Subdivision, the primary access for an ARPA project has caused the public road to become in disrepair. Approval to repair the public road and determine an underlying drainage issue and correct the drainage issue during the repair of the public road.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Vice President SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
C. Acknowledgment and Acceptance of bid received on surplus property for a 2003 Fierce Commercial Pumper in the amount of $60,000 from Deep South Fire Trucks. (Sole bid received) Authority for appropriate county individuals to execute all documentation.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Berry, Supervisor District 2
SECONDER: Brad Calhoun, Vice President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
XI. Motion to Adjourn
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, President
AYES: Gaines, Calhoun, Scarbrough, Berry, Bishop
This the 29th Day of August, 2024
Steve Gaines
STEVE GAINES, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS
Mark S. Scarborough
MARK S. SCARBOROUGH,
CLERK OF THE BOARD
(SEAL)
September 11, 2024
#1145

Attachment: Vardoc August 29, 2024 Minutes (Proof) (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 4TH DAY OF SEPTEMBER, 2024, personally came Marcus Bowers, publisher of the Rankin County News a weekly newspaper printed and published in the City of Brandon, In t County of Rankin and State aforesaid, before me the undersigned officer and for said County and State, who being duly sworn, deposes and sa that said newspaper has been published for more than 12 months prior the first publication of the attached notice and is qualified under Chapt 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendato thereto, and that a certain

NOTICE OF PUBLIC HEARING

BRANDON HEIGHTS PROJECT

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

Vol 177 No. 09 on the 4th day of September, 2024

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 4th day of September, 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)

834 words at .12 each	$100.08
Proof of Publication	NC
TOTAL	**$100.08**

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Board of Supervisors of Rankin County, Mississippi (the "Governing Body" of the "County"), on Monday, September 16, 2024, at 9:00 a.m., in the Board Room of the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, Mississippi, on the matter of the Tax Increment Financing Plan labeled as the "Brandon Heights Project" in the City of Brandon, Mississippi, April, 2023 (the "TIF Plan"). The TIF Plan will be presented for consideration as to whether it should be approved and the pledge of the increase in ad valorem taxes on real and personal property generated within the TIF District, as defined in the TIF Plan, should be approved, and whether the project described in the TIF Plan should be designated as appropriate for development and tax increment financing. The Board of Supervisors will also consider any contingencies that may be required before its participation in the TIF Plan will be undertaken.

The general scope of the TIF Plan is a proposal that the City will issue tax increment financing revenue bonds, notes, or other similar debt instruments in one or more series in an amount not to exceed Five Million Dollars ($5,000,000) (the "TIF Bonds") for the purpose of providing funds necessary to pay the cost of acquiring and constructing or installing any or all improvements that may be funded or otherwise reimbursed using the proceed of tax increment financing bonds issued by the City pursuant to the TIF Act, which may include, but are not necessarily limited to, the construction, installation, renovation, rehabilitation and/or relocation of utilities (such as water, sanitary sewer, natural gas lines and electrical lines), drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, surface parking, fire protection, relocation of electrical lines, lighting, traffic signalization and signage, and landscaping of rights-of-way and other public areas, the purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove, any capitalized interest, debt service reserve funds and other related expenses such as architectural and/or engineering expenses, all expenses in connection with the authorization, sale and issuance of the Bonds, TIF plan preparation fees and other incidental related costs, and related attorney and other professional fees in connection with the Redevelopment Project. (collectively, the "TIF Improvements") in connection with the Redevelopment Project (as defined in the TIF Plan). If deemed necessary and appropriate, the City may require additional security from the developer of the Redevelopment Project, The Thrash Group, LLC or any other person, firm, corporation, partnership, limited liability company or other entity meeting the definition of "developer" as set forth in Section 21-45-3 of the TIF Act with respect to the Redevelopment Project (as applicable, the "Developer"). The construction of the TIF Improvements will be undertaken to provide for the public convenience, health, and welfare of the City and its citizens. A more detailed scope of work, along with budgets, for the Redevelopment Project will be identified in a development and reimbursement agreement between the City and the Developer as authorized by the TIF Act (the "Development and Reimbursement Agreement").

The TIF Bonds shall be secured solely by (i) a pledge by the City of up to one hundred percent (100%) of the incremental increase in the City ad valorem tax revenues on real and personal property located within the TIF District (as defined in the TIF Plan); and (ii) a pledge by the County of up to one hundred percent (100%) of the incremental increase in the County ad valorem tax revenues on such real and personal, less and except the portion thereof specially levied, as of the issuance date of the TIF Bonds, for community college purposes and for the County's road and bridge and bridge and culvert funding purposes; provided, however, that the County's pledge shall not exceed fifty percent (50%) of any payment of the debt service on the TIF Bonds; and provided further that the amount of the TIF Bonds will be nonetheless sized and determined as set forth in Article VI(C)(2) of the TIF Plan. The TIF Bonds will never be a general obligation of the City nor the County secured by the full faith, credit, and taxing power of the City or the County, nor shall the TIF Bonds create any other pecuniary liability on the part of the City or the County other than the pledge of the incremental increase in the ad valorem taxes as described herein.

Construction of the TIF Improvements for the Redevelopment Project and the payment of the TIF Bonds issued to construct such Infrastructure Improvements will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes by the County.

Witness my signature and seal, this the 15th day of August, 2024.
RANKIN COUNTY BOARD OF SUPERVISORS
/S/ Steve Gaines
PRESIDENT
ATTEST:
/S/ Mark Scarborough
MARK SCARBOROUGH,
CLERK OF THE BOARD
(SEAL)
September 4, 2024
#1112

Attachment: Vardoc Notice of Public Hearing for Brandon Heights TIF Project (Proof) (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 11TH DAY OF SEPTEMBER, 2024, personally came Marcus Bowers, publisher of the Rankin County New

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

NOTICE OF PUBLIC HEARING

PROPOSED BUDGET & PROPOSED TAX LEVIES

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

Vol 177 No. 09 on the 4th day of September, 2024

Vol 177 No. 10 on the 11th day of September, 2024

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 11th day of September, 2024

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

PRINTER'S FEE:

4 column by 13.5 inch ad at $9.00 per column inch per week.....	$972.00
Proof of Publication	NC
TOTAL.....	$972.00

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

Attachment: Vardoc Notice of Public Hearing for Proposed Budget & Proposed Tax Levies (Proof) (20860 : Record Various Documents to be

NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR THE UPCOMING FISCAL YEAR FOR RANKIN COUNTY, MISSISSIPPI

The Rankin County Board of Supervisors will hold a public hearing on a proposed budget and proposed tax levies for fiscal year 2024-2025 on the 16th day of September, 2024 at 9:00 a.m. in the Board of Supervisors meeting room at 211 E. Government St., Suite A. Brandon, Mississippi.

The Rankin County Board of Supervisors is now operating with projected total budget revenue of $ 229,651,261 (33.0 percent), or $76,394,047 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of $257,555,338. Of that amount, (32.0 percent), or $83,319,210 is proposed to be financed through a total ad valorem tax levy. A millage rate of 18.59 will produce the same amount of revenue from ad valorem taxes as was collected the prior year. The rate for the prior year was 20.12.

The decision to not increase the ad valorem tax millage rate for fiscal year 2025 above the current fiscal year's ad valorem tax millage rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment, and rental real property, unless the assessed value of your property has increased for the fiscal year 2025.

Any citizen of Rankin County is invited to attend this public hearing on the proposed budget and ad

Attachment: Vardoc Notice of Public Hearing for Proposed Budget & Proposed Tax Levies (Proof) (20860 : Record Various Documents to be

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of Claims ("Agreement") is made between Rankin County, Mississippi and Staci D. McNinch in her official capacity as the Tax Assessor of Rankin County, Mississippi (collectively the "County"), and Spire Gulf, Inc. ("Spire Gulf") as set forth below.

Recitals

WHEREAS, by letter dated November 1, 2023, the County advised Spire Gulf that Spire Gulf was obligated to the County to satisfy escaped and unpaid ad valorem personal property taxes for tax years 2017-2022 associated with natural gas stored in the County;

WHEREAS, before receipt of the County's November 1, 2023 letter Spire Gulf was not aware it had any ad valorem tax obligations to the County associated with stored natural gas;

WHEREAS, following receipt of the County's November 1, 2023 letter, Spire Gulf investigated whether it was the owner of natural gas stored in Rankin County for which it had an ad valorem tax obligation and ultimately determined an obligation to pay ad valorem taxes to the County on stored natural gas existed;

WHEREAS, the County and Spire Gulf engaged in multiple discussions addressing the bases on which the monetary amounts of the taxes owed, including any applicable interest and penalties, would be determined;

WHEREAS, disagreements arose between the County and Spire Gulf concerning the bases on which the specific monetary amounts owed by Spire Gulf were to be determined for the 2017-2023 tax years;

WHEREAS, the County and Spire Gulf desire to fully and finally resolve all claims and disagreements between them.

NOW, THEREFORE, the County and Spire Gulf further agree as follows:

1. The County has prepared separate ad valorem tax bills titled "Collection Personal Property – Payoff" addressing the asserted ad valorem tax obligations of Spire Gulf for each tax year from the 2017 tax year through the 2023 tax year (collectively the "Tax Bills"). Attached hereto as Exhibits "A" through "G" are copies of the Tax Bills.

2. The total amount of the monetary sums identified in the Tax Bills is $40,000. Payment by Spire Gulf of $40,000 to the County will fully satisfy all ad valorem tax obligations of Spire Gulf through the 2023 tax year.

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

3. For and in consideration of the sum of $40,000.00, cash in hand paid to the County, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; the County does hereby fully and finally release Spire Gulf, its agents, officers, directors, employees, representatives, and any other person, partnership, corporation or entity in privity of interest therewith, from and against any and all claims, demands, costs, expenses and liability of every type, kind and character related to ad valorem tax obligations of Spire Gulf associated with natural gas stored in Rankin County, Mississippi for all tax years through 2023.

4. The payment of the foregoing $40,000 does not constitute an admission by Spire Gulf that the amounts reflected on the Tax Bills were correctly determined. Nor does such payment establish the bases or procedures to be followed for determination of ad valorem taxes in future years.

5. The payment and consideration constitutes an accord and satisfaction in a full and complete settlement of the ad valorem tax obligations of Spire Gulf through the 2023 tax year.

In witness whereof, the undersigned have executed this Agreement as of August 29, 2024.

RANKIN COUNTY, MISSISSIPPI

By: Steve Gaines

Steve Gaines
President of Board of Supervisors

STACI D. McNINCH, TAX ASSESSOR OF RANKIN COUNTY, MISSISSIPPI

Staci D. McNinch in Her Official Capacity

SPIRE GULF, INC.

By: _____

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of August 2024, within my jurisdiction, the within named **Steve Gaines**, who acknowledged that he is President of the Board of Supervisors of Rankin County, Mississippi, and that for and on behalf of said Board and County and as its act and deed, he executed the above and foregoing Settlement Agreement and Release after first having been duly authorized by said Board so to do.

Sherry Flanagan
NOTARY PUBLIC

My Commission Expires:

09/13/2025

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 61129 SHERRY FLANAGAN Commission Expires Sept. 13, 2025 RANKIN COUNTY

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of August 2024, within my jurisdiction, the within named **Staci D. McNinch**, who acknowledged that she is Tax Assessor of Rankin County, Mississippi, and that in said official capacity she executed the above and foregoing Settlement Agreement and Release after first having been duly authorized so to do.

Sherry Flanagan
NOTARY PUBLIC

My Commission Expires:

09/13/2025

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 61129 SHERRY FLANAGAN Commission Expires Sept. 13, 2025 RANKIN COUNTY

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

STATE OF MISSOURI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of August 2024, within my jurisdiction, the within named _____ _____, who acknowledged that as _____ for **Spire Gulf, Inc.** and that for and on behalf of said entity and as its act and deed, he executed the above and foregoing Settlement Agreement and Release after first having been duly authorized so to do.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

PPMCOL1 DELTA — COLLECT PERSONAL PROPERTY - PAYOFF — PPWCOL11/M6

Drawer 26
User ID TCLDD
Mail Flag N
Posting 8 19 2024
Interest 7 31 2024

Check No _____
CrCard No _____

Paid By 1 SPIRE GULF INC
2
3

	Total Due	Prior Paid	Balance Due
Taxes....	3956.49		3956.49
Interest..			2116.72
Postage ..			
Sheriff ..			
Agency ...			
Print Fee.	3036.61		3036.61 —
Justice Ct			
Circuit Ct			
TOTAL...	6993.10		9109.82

Cash <F5> _____
Check <F6> _____
Credit<F7> _____
Change Due 9109.82-
Total Paid

Op: 2-View Rect 3-Change Rect 4-Remove 9-View Prior Payments

Op	Name	Year	PPIN	Year	Entry	Amount Due	En
_	SPIRE GULF INC	2017	15617	2017	1	9109.82	1
_							
_							

1 Receipts Selected for Collection Interest Override Y _____

F1-COLLECT & PRINT F2-COLLECT F4-DEFAULTS F11-ALT VIEW F24-EXIT
YOU CANNOT COLLECT LESS THAN IS DUE

EXHIBIT "A"

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

```
 PPMCOL1  DELTA          COLLECT PERSONAL PROPERTY - PAYOFF        PPWCOL11/M6
Drawer     26                              Total Due     Prior Paid    Balance Due
User ID    TCLDD        Taxes....            3211.03                        3211.03
Mail Flag  N            Interest..                                          1332.58
Posting     8 19 2024   Postage ..
Interest    7 31 2024   Sheriff ..
                        Agency ...
                        Print Fee.           2271.81                        2271.81
                        Justice Ct
                        Circuit Ct
Check No   ______         TOTAL...          5482.84                        6815.42
CrCard No  ____________________________                 Cash  <F5>
                                                        Check <F6>
Paid By 1  SPIRE GULF INC                               Credit<F7>
        2  ____________________________                 Change Due          6815.42-
        3  ____________________________                 Total Paid
Op: 2-View Rect 3-Change Rect 4-Remove 9-View Prior Payments
Op Name                          Year   PPIN Year Entry    Amount Due     En
 _ SPIRE GULF INC                2018  15617 2018  1             6815.42    1
 _
 _
   1 Receipts Selected for Collection    Interest Override Y _________
F1-COLLECT & PRINT F2-COLLECT F4-DEFAULTS F11-ALT VIEW F24-EXIT
YOU CANNOT COLLECT LESS THAN IS DUE
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EXHIBIT "B"

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

PPMCOL1 DELTA — COLLECT PERSONAL PROPERTY - PAYOFF — PPWCOL11/M6

Drawer 26
User ID TCLDD
Mail Flag N
Posting 8 19 2024
Interest 7 31 2024

	Total Due	Prior Paid	Balance Due
Taxes....	1609.84		1609.84
Interest..			474.90
Postage ..			
Sheriff ..			
Agency ...			
Print Fee.	1042.37		1042.37
Justice Ct			
Circuit Ct			
TOTAL...	2652.21		3127.11

Check No
CrCard No

Cash <F5>
Check <F6>
Credit<F7>
Change Due 3127.11-
Total Paid

Paid By 1 SPIRE GULF INC
2
3

Op: 2-View Rect 3-Change Rect 4-Remove 9-View Prior Payments

Op	Name	Year	PPIN	Year	Entry	Amount Due	En
_	SPIRE GULF INC	2019	15617	2019	1	3127.11	1
_							
_							

1 Receipts Selected for Collection Interest Override Y

F1-COLLECT & PRINT F2-COLLECT F4-DEFAULTS F11-ALT VIEW F24-EXIT
YOU CANNOT COLLECT LESS THAN IS DUE

EXHIBIT "C"

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

```
 PPMCOL1  DELTA          COLLECT PERSONAL PROPERTY - PAYOFF        PPWCOL11/M6
Drawer     26                              Total Due     Prior Paid    Balance Due
User ID    TCLDD        Taxes....            2052.17                       2052.17
Mail Flag  N            Interest..                                         430.95
Posting     8 19 2024   Postage ..
Interest    7 31 2024   Sheriff ..
                        Agency ...
                        Print Fee.           1241.56                       1241.56
                        Justice Ct
                        Circuit Ct
Check No   ______         TOTAL...          3293.73                       3724.68
CrCard No  ____________________________                  Cash  <F5>
                                                         Check <F6>
Paid By 1  SPIRE GULF INC                                Credit<F7>
        2  ____________________________                  Change Due          3724.68-
        3  ____________________________                  Total Paid
Op: 2-View Rect 3-Change Rect 4-Remove 9-View Prior Payments
Op Name                          Year   PPIN Year Entry    Amount Due      En
 _ SPIRE GULF INC                2020  15617 2020  1             3724.68    1
 _
 _
   1 Receipts Selected for Collection    Interest Override Y _________
F1-COLLECT & PRINT F2-COLLECT F4-DEFAULTS F11-ALT VIEW F24-EXIT
YOU CANNOT COLLECT LESS THAN IS DUE
```

EXHIBIT "D"

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

```
 PPMCOL1  DELTA          COLLECT PERSONAL PROPERTY - PAYOFF        PPWCOL11/M6
Drawer     26                          Total Due     Prior Paid    Balance Due
User ID    TCLDD        Taxes....        2396.97                        2396.97
Mail Flag  N            Interest..                                       359.54
Posting     8 19 2024   Postage ..
Interest    7 31 2024   Sheriff ..
                        Agency ...
                        Print Fee.        786.63                         786.63
                        Justice Ct
                        Circuit Ct
Check No   ______         TOTAL...        3183.60                        3543.14
CrCard No  ____________________________                 Cash  <F5>  _____________
                                                        Check <F6>  _____________
Paid By 1  SPIRE GULF INC                               Credit<F7>  _____________
        2  ____________________________                Change Due        3543.14-
        3  ____________________________                Total Paid
Op: 2-View Rect 3-Change Rect 4-Remove 9-View Prior Payments
Op Name                          Year   PPIN Year Entry    Amount Due     En
 _ SPIRE GULF INC                2021  15617 2021  1             3543.14    1
 _
 _
   1 Receipts Selected for Collection    Interest Override Y _________
F1-COLLECT & PRINT F2-COLLECT F4-DEFAULTS F11-ALT VIEW F24-EXIT
YOU CANNOT COLLECT LESS THAN IS DUE
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EXHIBIT "E"

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

PPMCOL1 DELTA COLLECT PERSONAL PROPERTY - PAYOFF PPWCOL11/M6

Drawer	26		Total Due	Prior Paid	Balance Due
User ID	TCLDD	Taxes....	8221.64		8221.64
Mail Flag	N	Interest..			739.95
Posting	8 19 2024	Postage ..			
Interest	7 31 2024	Sheriff ..			
		Agency ...			
		Print Fee.			
		Justice Ct			
		Circuit Ct			
Check No		TOTAL...	8221.64		8961.59
CrCard No				Cash <F5>	
				Check <F6>	
Paid By 1	SPIRE GULF INC			Credit<F7>	
2				Change Due	8961.59-
3				Total Paid	

Op: 2-View Rect 3-Change Rect 4-Remove 9-View Prior Payments

Op	Name	Year	PPIN	Year	Entry	Amount Due	En
_	SPIRE GULF INC	2022	15617	2022	1	8961.59	1
_							
_							

1 Receipts Selected for Collection Interest Override Y

F1-COLLECT & PRINT F2-COLLECT F4-DEFAULTS F11-ALT VIEW F24-EXIT

EXHIBIT "F"

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

```
 PPMCOL1  DELTA          COLLECT PERSONAL PROPERTY - PAYOFF        PPWCOL11/M6
Drawer     26                          Total Due     Prior Paid    Balance Due
User ID    TCLDD        Taxes....        4580.81                        4580.81
Mail Flag  N            Interest..                                       137.43
Posting     8 19 2024   Postage ..
Interest    7 31 2024   Sheriff ..
                        Agency ...
                        Print Fee.
                        Justice Ct
                        Circuit Ct
Check No   ______         TOTAL...        4580.81                        4718.24
CrCard No  ____________________________                 Cash  <F5>  ____________
                                                        Check <F6>  ____________
Paid By 1  SPIRE GULF INC                               Credit<F7>  ____________
        2  ____________________________                Change Due        4718.24-
        3  ____________________________                Total Paid
Op: 2-View Rect 3-Change Rect 4-Remove 9-View Prior Payments
Op Name                          Year   PPIN Year Entry    Amount Due     En
 _ SPIRE GULF INC                2023  15617 2023  1             4718.24    1
 _
 _
   1 Receipts Selected for Collection    Interest Override Y _________
F1-COLLECT & PRINT F2-COLLECT F4-DEFAULTS F11-ALT VIEW F24-EXIT
YOU CANNOT COLLECT LESS THAN IS DUE
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EXHIBIT "G"

Attachment: Vardoc Spire Settlement Agreement & Release (20860 : Record Various Documents to be Made a Permanent Part of the Minutes)

Attachment: Road Work Accomplished for August 2024 and Road Work Scheduled for September 2024 (20828 : Road Work Accomplished for August 2024 and Road Work Scheduled For)

RANKIN COUNTY ROAD DEPARTMENT

REPORT TO BOARD OF SUPERVISORS

WORK ACCOMPLISHED FOR THE MONTH OF AUGUST 2024

SIGN WORK: APPLEWOOD RD, BRIGHT HILL PL, CONGER DR, DIXIE DR, ECHO DR, FRONT ST, HEBRON HILL DR, LITTLE PONDEROSA DR, MARY CRAPPS RD, MCLIN CIR, MONTEREY RD, NORTH BRANDON BLVD, NORTHSHORE PKWY, OLD BUGG RD, PINEBROOK CIR, POST OAK LN, RANKIN FERGUSON RD, TRICKHAMBRIDGE RD, W PINEBROOK DR, WESTERLY DR, WESTWIND DR

CULVERT WORK: ASHLEY RD, BASTILLE ST, CANNON DR, COAL BLUFF RD, COLEMAN RD, COUNTY LINE RD, DIXIE RD, HENRY CANNON RD, HICKORY RIDGE DR, LEESBURG RD, LONE PINE CHURCH RD, MAGNOLIA SPRINGS, MALLARD PT, MAY ESTATES DR, MONTEREY RD, N ENOCH GROVE RD, NOTTINGHAM RD, OAK HILL DR, OAK RIDGE RD, OLD HWY 43, PATRIOTIC CIR, REDWOOD RD, REHOBETH RD, ROLLING HILL BLVD, SALEM CATO RD, SAMD HILL CV, SEVENTH DAY RD, STULL RD, TURTLE CREEK DR, WARD RD, WHIPPOORWILL DR, WHITE RD

POTHOLE REPAIRED: EAST MOUNTAIN CREEK RD, HEATHER RD, LEVI COOPER RD, MAMIE MANGUM, MILLCREEK DR, ROCKWOOD STAR, RT BRADDY RD, WESTLAKE DR, WOODLANDS GREEN DR

DITCHES WORKED: ARROWHEAD DR, COAL BLUFF RD, FOREST BIEW LN, GORE RD, HILLVIEW DR, KIDDIE RD, MCLIN LN, MONTEREY RD, N CHURCH ST, NAPOLEON DR, RED OAK RD, SHILOH RD, WILLIW B JOHNSON DR, WILSON BATES RD

ROAD WORK: ABBEY WOODS, ADAMS RD, ANDREW CHAPEL RD, B.W. RANCH RD, BARKSDALE RD, BASTILLE ST, BEN CHAPMAN RD, BIBBS RD, BRANBURY CT, CANE MILL RD, COMMONWEALTH, DARLENE RD, DEARMAN RD, FLEMING RD, GAYDEN RD, GEORGE CREEK, GEORGE WARREN RD, GLENSVIEW DR, HARBOR LN, HENRY CANNON RD, HINDS CREEK, INDUSTRIAL DR, IP RD, KINGS RIDGE DR, LAIRD LN, LAKE BREEZE DR, LAKE HARBOR RD, LIVE OAK LN, MARBLEHEAD DR, MARTIN FARM, MATTHEWS RD, MCLIN LN, MEADOWLANDS DR, MIDWAY RD, MT HELM RD, MT HELM TR, MULLICAN RD, N RIVERCHASE DR, NORTH BRANDON BLVD, OAK ST, OLD HWY 43, OWEN BOONE RD, PISGAH RD, RED OAK RD, RESERVOIR PARK DR, ROSE HILL RD, ROY CARTER RD, RYAN DR, SAND HILL CV, ST CHARLES AVE, STEEN RD, STUMPRIDGE, ST CHARLES AVE, TRAYLOR, W PINEBROOK DR, WARD RD, WARREN HILL RD

BURIALS: 9

DRIVEWAY APRONS: COAL BLUFF RD, HORSE SHOE CIR, MIDWAY RD, OLD PEARSON RD, OWEN BOONE RD, ROCK HILL RD, S EAGLE RIDGE DR, STUMPRIDGE RD, WILL STUTLEY

OTHER/STORM DRAIN/MISCELLANEOUS: APPLEWOOD LN, BAY PARK DR, DUBLIN CT, FLORENCE BYRAM RD, GARLAND PONDER RD, HIDDEN HILL CV, HWY 471/FANNIN LANDING CIR, KATE LOFTON DR, KNIGHTS CV E, MIDWAY RD, PALM HILL RD, PARK LN, SARA FOX DR, SOUTH PEARSON RD, TAYLOR WAY, WHIPPOORWILL DR/SWAN DR, WHITE OAK RD

SCHOOL WORK: PISGAH HIGH

TREE LIMBS CUT/PICKED UP: ADAMS RD, AINSWORTH RD, ALDRIDGE DR, ALVERTON CT, ANDREW CHAPEL RD, APPLE CLOSSOM CIR, ARROWHEAD DR, AVALON WAY, BAIN CIR, BAREFOOT SPRINGS RD, BARNETT BEND CIR, BAY PARK DR, BENT CREEK DR, BENWICK DR, BERRY DR, BONNE VIEW DR, BRENHAVEN BLVD, CAMBER CT, CANTERBERRY RD, CARTER CREEK LN, CASTLEWOODS BLVD, CATO RD, CEDAR BROOK CV, CHERRY LAUREL CIR, COAL BLUFF RD, CORAL CT, COTTONWOOD CIR, CUMBERLAND DR, DEER CREEK RUN, DIXIE RD, DOGWOOD CIR, DOGWOOD TR, EAGLE DR, EASTSIDE VIEW, EVERGREEN DR, FANNIN LANDING CIR, FLETCHER RD, FLOWERS LN, FOREST POINT DR, GARLAND PONDER RD, GARTH FARMS RD, GLEN COVE RD, GLEN TR, GREENFIELD RIDGE DR E, GREENSVIEW DR, HARBOUR VIEW RD, HEBRON HILL, HELMSLEY DR, HICKORY HILL CV, HICKORY HILL PL, HIDDEN CV, HILLVIEW DR, HOLLY BUSH RD, HOLLY TR, HONEY CIR, HOUSTON ACRES, HWY 471, JOHNNY BELL RD, JOHNSON CIR, KINGS RIDGE CIR, LAKESIDE DR, LE BOURGEOIS LN, LEVI COOPER RD, LICA DR, LOTUS DR, MANDARIN DR, MARBLEHEAD DR, MARTIN DR, MEADOW LARK DR, MEADOWVIEW DR, MOH DR,

MONTEREY RD, MT HELM RD, MULLICAN CV, MULLICAN RD, NOTTINGHAM RD, OAK DR, OAK GROVE DR, OAK RIDGE WAY, OAKLEIGH PL, OLD LAKE RD, PEBBLE LN, PELAHATCHIE SHORE DR, PEREZ CV, PINE RIDGE CIR, PINEBROOK CIR, PINEDALE DR, PLUM TREE RD, POPLAR ST, RANKIN HILL PL, READ RD, RED OAK RD, REDBUD TR, RIDGEVIEW CIR, RIVERCHASE N DR, ROCK HILL RD, ROSEWOOD DR, SALEM CATO RD, SANDHILL CV, SANDPIPER DR, SANDSTONE DR, SHILOH RD, SPANISH OAK DR, SPRING VALLEY DR, SPRINGWATER RANCH RD, STAR RD, STARBOARD CT, SUFFOLK CV, SUSAN DR, SWALLOW DR, TEMBY CT, TIFFANY DR, TRAYLOR RD, TURTLE RIDGE DR, W MAIN ST, WADE PATRICK RD, WALKER CIR, WARREN HILL RD, WATERFORD RD, WAVERLY CT, WEBB CIR, WHIPPOORWILL RD, WILLOW OAK LN, WILSON BATES RD, WINDSOR DR, WOODLAND PL, WOODLANDS CIR, WOODLANDS DR

WORK SCHEDULED FOR THE MONTH OF SEPTEMBER 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

Attachment: Road Work Accomplished for August 2024 and Road Work Scheduled for September 2024 (20828 : Road Work Accomplished for August 2024 and Road Work Scheduled For)

Exchange: _____ County Permit # 02-24-405

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 Energy

BY Brittany Clay

ADDRESS 300 Executive Blvd, Byram,MS 39272, HEREIN CALLED APPLICANT proposes to construct a

Gas main extension Utility Facility along or across Rankin County Road(s), said

facility to be installed between Bragg St and MS HWY 471

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

Bragg St, Hwy 471

_____

_____

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

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

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

Attachment: CenterPoint UT Permit 02-24-405 Bragg Street (20829 : Request for Approval of CenterPoint Utility Permit No. 02-24-405 To)

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

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

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

Rankin County intends the following:

1. Cooperate with the Utility Company to avoid unnecessary conflicts in locating, constructing, and maintaining County Roads and Utilities.

2. Use legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied within the facility installation.

3. If the County Engineer or other authorized representative of the Board of Supervisors approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the sketches and plans are not approved, they shall promptly notify the applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in the compliance with the location and standards shown in the Policy in this Agreement for the installation.

4. Should any term or provision of the Application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

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

1. The applicant has researched Mississippi 811 records and certifies that all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application are shown on this permit application, complete with type and owner of existing utility, and;

2. The owners of all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application have been provided with a copy of this permit application for informational purposes only, and;

Attachment: CenterPoint UT Permit 02-24-405 Bragg Street (20829 : Request for Approval of CenterPoint Utility Permit No. 02-24-405 To)

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 11th day of June, 20 24.

Brittany Clay
NAME

Engineering Support Rep
TITLE

Attachment: CenterPoint UT Permit 02-24-405 Bragg Street (20829 : Request for Approval of CenterPoint Utility Permit No. 02-24-405 To)

RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied 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 16 day of September 20 24. This Permit shall expire and become null and void _____days from the date of approval and/or issuance.

Mike Hanson

RANKIN COUNTY ROAD MANAGER

Attachment: CenterPoint UT Permit 02-24-405 Bragg Street (20829 : Request for Approval of CenterPoint Utility Permit No. 02-24-405 To)

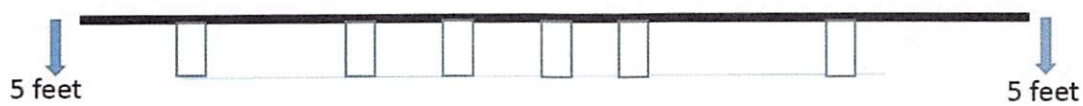
Name of Applicant: _____
Location of Project: _____
Type of Utility: _____

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 Rainbowing boring is allowed.
   e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
   f) One Boring Rig is allowed six pits within a 48-hour time frame.
   g) Boring holes will only be at a depth of 5 feet.
   h) When not actively working open holes wrap with orange safety construction fencing.
   i) All task completed by 5 pm during weekdays. **All** pits will be closed over the weekend and Holidays.
   j) Holes will be filled with compactable dirt or select material.
   k) Anything impeding the roadway will be filled with crushed aggregate.



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

5) Suspension of Permit:

Attachment: CenterPoint UT Permit 02-24-405 Bragg Street (20829 : Request for Approval of CenterPoint Utility Permit No. 02-24-405 To)

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.

Attachment: CenterPoint UT Permit 02-24-405 Bragg Street (20829 : Request for Approval of CenterPoint Utility Permit No. 02-24-405 To)

STATE OF MISSISSIPPI

COUNTY OF RANKIN

LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed in duplicate this 16 day of September, 2024, by and between **PAN SOUTHERN AG, LLC, A MISSISSIPPI LIMITED LIABILITY CORPORATION,** hereinafter called "Lessor", and **RANKIN COUNTY, MISSISSIPPI**, hereinafter called "Lessee". Lessor and Lessee contract and agree as follows:

1. Lessor is the owner of certain real property in Rankin County, Mississippi, constituting a portion of Rankin County Parcel Identification No.: P4-26, and having the address 2956 Highway 43 South, Brandon, MS 39042, and being more particularly described as reflected on Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Premises");

2. The term of this lease shall be for one (1) year beginning the 1ST day of October, 2025 and continuing in like manner thereafter until terminated by Lessor or Lessee upon the giving of thirty (30) days' written notice.

3. Lessee shall pay to Lessor, as rental, the sum of **One Thousand and no/100** Dollars ($1,000.00) per month on or before the 20th day of each month.

4. The Leased Premises shall be used for all authorized county purposes pursuant to Miss. Code Ann. Sections 19-7-1 and 19-3-40 or any other provision of Mississippi law.

5. The Lessor shall pay at its own expense all required ad valorem taxes assessed against the Leased Premises. Lessor shall maintain appropriate liability insurance in force and effect covering the Leased Premises at Lessor's sole expense. Lessee is legally prohibited from insuring, indemnifying or defending any third party under a lease contract and Lessee shall have no responsibility whatsoever with respect to claims that may arise out of Lessee's use of the Leased Premises;

6. Lessee shall be responsible for all utilities, if any, required by Lessee;

7. Lessor shall be responsible for any improvements, if any, located on the Leased Premises;

8. Lessee will use commercially reasonable efforts to maintain the condition of the Leased Premises and will endeavor to keep the Leased Premises in an attractive condition;

Attachment: Lease Agreement with Pan Southern Ag, LLC (20830 : Approval of Lease Agreement Between Pan Southern Ag, LLC and Rankin)

9. Lessee will permit the Lessor and/or its agents or authorized representatives to enter upon the Leased Premises for the purpose of inspecting same upon the giving of twenty-four (24) hours' notice in writing to Lessee.

10. All notices given pursuant to the terms of this lease shall be provided by written correspondence addressed as shown hereon or by email as reflected hereon.

WITNESS the signatures of the parties, this the 16 day of September, 2024.

LESSOR:

PAN SOUTHERN AG, LLC
A MISSISSIPPI LIMITED LAIBILITY CORPORATION

BY: _____
MEMBER

LESSEE:

Rankin County Board of Supervisors

Steve Gaines
Board President

ATTEST: Mary B. Scarborough
Clerk of the Board

CHANCERY CLERK
RANKIN COUNTY, MS

Address of Lessor: _____
Email Address of Lessor: _____

Address of Lessee: County Administrator, 211 East Government Street, Suite A, Brandon, MS 39042 [countyadministrator@rankincounty.org]

Attachment: Lease Agreement with Pan Southern Ag, LLC (20830 : Approval of Lease Agreement Between Pan Southern Ag, LLC and Rankin)

Civil Link
"Connecting Resources"

September 3, 2024

Steve Gaines, Board President
Rankin County
211 E. Government St.
Brandon, MS 39042

REFERENCE: RANKIN COUNTY ROAD WORK PLANNING SERVICES
RANKIN COUNTY, MISSISSIPPI

Dear Mr. Gaines:

Civil-Link, LLC *(hereafter "CL")*, located at 5779 Getwell Road, Bldg B, Southaven, MS 38672, is pleased to have the opportunity to submit this Letter Agreement to Rankin County *(hereafter "Owner")* to provide services related to the above referenced project. CL will coordinate with Mr. Mike Harrison, Road Manager, and his staff to deliver a comprehensive set of planning services, including the 2024-2025 Road Work Plan Development, the Roadway Network Evaluation and Maintenance Improvements Plan (MIP) Development, and ongoing consulting services as needed. Management of this work list is not part of this Agreement and, if necessary, shall be made part of future services as part of a new or amended agreement.

1. **2024-2025 Road Work Plan Development**
   CL will collaborate with the Rankin County Road Department to develop the 2024-2025 road work list, starting with the existing roadway and pavement data and incorporating the past three years of road work. The final road work list will include treatment recommendations and budget allocations aligned with County guidelines. This work will be performed for an hourly not-to-exceed fee of $15,000.00, utilizing the hourly rate schedule attached as Exhibit C.

2. **Roadway Network Evaluation and Maintenance Improvements Plan (MIP) Development**
   CL will conduct a comprehensive evaluation of the County's roadway network, updating the County's roadway network attribute and condition assessment data in a GIS-based roadway rating system. The Maintenance and Improvements Plan will be developed to serve as a multi-year strategy to maintain and improve existing roadways. This work will be performed for a fixed fee of $112,000.00.

3. **MIP Implementation Consulting Services (As-Needed Basis)**
   CL will provide ongoing consulting services to support the implementation of the MIP program. These services will include developing yearly strategies, schedules of work, related maps, road lists, on-call training, and other related services. These consulting services will be performed on an as-needed basis, with fees not to exceed $25,000.00 over the duration of the contract, billed hourly according to the rate schedule in Exhibit C. This line item will expire January 1, 2028.

Attachment: Agreement with Civil Link for Road Work Plan (20877 : Approval to Update the County Road Plan, as Required by State Law, with

The total cost for these services is $152,000.00, comprising the fees for the Road Work Plan Development (HNTE $15,000.00), MIP Development ($112,000.00), and consulting services (HNTE $25,000.00). Also, on a case-by-case basis between the County and CL, specific services with a more clearly defined scope may be negotiated under this Letter Agreement as additional services. The County will be billed per month based on the percentage of completion for fixed fee services or monthly based on hourly work completed. All work will be performed in accordance with our General Terms and Conditions attached as Exhibit A. A more detailed breakdown of the Scope of Services to be provided by CL as part of this Agreement is attached as Exhibit B.

This Letter Agreement, consisting of two pages; Exhibit A, consisting of one page; Exhibit B, consisting of three pages; Exhibit C, consisting of one page, constitute the entire Agreement between the County and CL and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Please advise should you require further information related to this referenced project and/or proposed services. We appreciate the opportunity to provide these services to Rankin County and we look forward to working with the Road Department on this project. If the terms of this Letter Agreement are acceptable, please execute and return a copy to us.

Sincerely,
CIVIL-LINK, LLC

Dan Cordell, PE
Principal
Attachment: *Exhibit A - General Terms and Conditions*
Exhibit B - Scope of Services
Exhibit C – Hourly Rate Schedule

REFERENCE: RANKIN COUNTY ROAD WORK PLANNING SERVICES
RANKIN COUNTY, MISSISSIPPI

ACCEPTED: RANKIN COUNTY, MISSISSIPPI

By: Steve Haines

Title: Board President

Date: September 16, 2024

Witnessed: Kaitlyn Alford

Attachment: Agreement with Civil Link for Road Work Plan (20877 : Approval to Update the County Road Plan, as Required by State Law, with

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Company and Client.** Company shall serve as Client's consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Company shall not be considered to be the agent of the Client
2. **Responsibility of the Company.** Company will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Company shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Company be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other consultant not under contract to the Company to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

   Company shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Company will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Company to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to the Company whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Company's services, or any defect or nonconformance in the work of any construction contractor.

   Client shall examine all documents presented by Company, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Company.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Company in connection with any or all of the services furnished hereunder shall be the property of Client. Company shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Company pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Company, shall be at Client's sole risk, and Client shall indemnify and hold harmless Company from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Company has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Company cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and Company and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Company's services are delayed by the Client, or for other reasons beyond the Company's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Company may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Company, require Company to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Company shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Company will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Company for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Company either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Company shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Company.

    In the event of joint or concurrent negligence of Company and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

    Client shall not be liable to the Company, and the Company shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Company or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
15. **Legal Proceedings.** In the event Company's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Company is not a party to such proceeding, Client will compensate Company for its services and reimburse Company for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Company to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Company shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of $1,00,000/ $2,000,000; automotive liability with maximum limits of $1,000,000/ $1,000,000; and professional liability insurance with an annual limit of $1,000,000. Client recognizes that insurance market is erratic and Company cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Company shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Company. In this case, the Client recognizes that the Company cannot assure the sufficiency of such information. Accordingly, the Company shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Company for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Company or Company's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Company properly inferred to exist between sampling points may differ significantly from those that actually exist.

    Company will locate utilities which will affect the project from information provided by the Client and utility companies and from Company's surveys. In that these utility locations are based, at least in part, on information from others, Company cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Company is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Company in writing prior to initiation of services under this Agreement.

    Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Company agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Company and agrees to indemnify, defend and hold Company harmless from any claim or liability for injury or loss arising from Company's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Company for any time spent and expenses incurred by Company in defense of any such claim.
21. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Company provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Company for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Company for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Company will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Company's services is not contingent on any factor except Company's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Company shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Company shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Company.
28. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Company hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

Attachment: Agreement with Civil Link for Road Work Plan (20877 : Approval to Update the County Road Plan, as Required by State Law, with

EXHIBIT B
Scope of Services

I. Services Related to the FY 2024-2025 Road List Development (*Hourly Not to Exceed $15,000*)

A. Road Work List Development:

CL will collaborate with Rankin County to develop the 2024-2025 road work list, starting with a review of existing roadway and pavement data, and incorporating the past three years of road work to exclude recently treated roads. The final road work list will include treatment recommendations and budget allocations aligned with County guidelines. To support the list, a detailed mapbook will be created, visually representing the recommended projects for easy reference. Throughout the process, CL will ensure all recommendations fit within the County's budget and treatment standards.

- **Data Review**: Existing data and recent road work history will be reviewed to exclude recently treated roads.
- **Work List Compilation**: Specific treatment recommendations and budget allocations will be developed in line with County guidelines.
- **Mapbook Creation:** A detailed mapbook will be prepared to illustrate recommended road work locations.

B. Considerations and Assumptions:

In preparing the road work list, CL will operate under several key assumptions:

- The proposed roadwork plan does not account for potential inflation or future increases in material prices.
- Recommended pavement treatments are based on conditions observed in the 2021 road survey, but adjustments may be needed due to ongoing pavement deterioration.
- CL strongly recommends that all proposed work undergo field verification to confirm the accuracy and appropriateness of the recommended treatments.

These considerations are essential for ensuring that the final road work list is both accurate and practical, considering potential variables that could impact the success of the recommended treatments.

C. Revisions

To accommodate any necessary changes, this agreement includes provisions for two rounds of revisions. These revisions will be made based on feedback from the County, ensuring that the final roadwork list meets the County's needs and expectations.

D. Deliverables:

CL will deliver the following:

- A comprehensive road work list for 2024-2025, including detailed treatment recommendations and budget allocations aligned with County guidelines.
- A mapbook illustrating the recommended road work locations.

II. Services related to the Roadway Network Evaluation and Maintenance and Improvements Plan (MIP) Development (*$112,000*)

A. Roadway Network Evaluation & Mapping

CL will use the existing linework dataset that has been compiled over the previous survey projects. The County shall provide GIS Data for any additional roads that have been added since the previous

Attachment: Agreement with Civil Link for Road Work Plan (20877 : Approval to Update the County Road Plan, as Required by State Law, with

survey. CL will compile this data and coordinate a meeting with County representatives to identify the extents of the road network to be surveyed, to define all roads and/or areas that should be included or excluded from the survey, and to confirm the datasets to be used moving forward.

CL will coordinate with the County to identify the most current versions of the following datasets:

- County Boundary, City Boundaries & District Boundaries
- County Maintained Road Network
- Roadway Functional Classifications

The County shall sign off on the final definition of the following datasets:

- Boundary Verification: County Boundary; District Boundaries; City Limit Boundaries
- Road Linework Verification: County Maintained; Private; Gated; Closed

Upon this approval, CL will commence the roadway network survey.

CL will update the County's roadway network attribute and condition assessment data in a GIS based roadway rating system. CL will conduct a windshield survey, using the PASER rating system, and video record all roads included in survey dataset. CL will collect per-road attributes relating to the presence or absence of striping, curb and gutter, bike lanes, turn lanes and coves, as well as estimated lane width and lane counts.

CL will process, analyze, and conduct QA/QC on all information collected. The rated roadway segments will be smoothed into 'constructible' segments to best align with field construction methods. The segments can be defined by the County if desired. This information will be provided in electronic and paper format for review by the County. A survey review & planning meeting will be held with the County to discuss the condition survey results, available treatment options, typical construction methods, linework segments, planning goals, and potential budget scenarios.

The project fee was developed based on a projected survey of approximately **800** miles of County maintained roads, with the understanding that there may have been some additional roads added since CL's previous survey. This fee does not include the estimated 270 miles of State Aid roads within the County. Any field surveyed mileage beyond 820 miles, or any requested survey of State Aid Roads, will be billed as additional services at a rate of $110.00 per mile.

B. Roadway Maintenance and Improvements Plan Development

The Roadway Maintenance & Improvements Plan (MIP) is intended to serve as the basis for a multi-year strategy to maintain and improve existing roadways to develop a long-term maintenance program and related finance program. The MIP is utilized to assess the types of problems that must be addressed in the existing roadway systems, to provide alternatives for pavement treatments/improvements and to provide the budget level cost information to be utilized by the County.

The MIP will be developed based on existing industry best-practices and known information. Using the treatment choices determined in the survey review & planning meeting, CL will work to gather average local prices of those options to best represent expected actual pricing (average prices may vary depending on factors such as availability, contractor competition, distance from material sources, etc.). CL will then apply the accepted treatment choices to the appropriate road ratings and, using the average life expectancy and expected costs of the treatments, will develop a planning-level budget scenario for the County's road network.

Associated information pertaining to the services completed in this phase of the project include:

- Develop and present general options for alternative pavements treatment methods that may be utilized in addition to bituminous overlays to preserve/improve existing roadways.

Attachment: Agreement with Civil Link for Road Work Plan (20877 : Approval to Update the County Road Plan, as Required by State Law, with

- Assist the County in development of program goals and associated term (timeframe) for implementation.
- Development of planning level yearly and total program costs based on potential program terms and related considerations.
- Breakdown of treatment options applicable to type of road: City Streets, County Roads, Gravel Roads, etc.
- This data and the GIS database belongs to the County, and it will be provided with the information CL developed under this contract. The County can also choose to house this information within CL's GIS systems for hosting and potential future data maintenance purposes. Any updates after our initial project completion will be additional work or can be done by County personnel.

CL will present the initial draft version of the Roadway Maintenance and Improvements Plan to the County for review and comments. CL will work to incorporate any comments or changes based on the draft review. Once completed, CL will deliver a final Roadway Maintenance and Improvements Plan. Hard copies of the report will be delivered to the County. The GIS datasets will be provided to the County in shapefile or geodatabase format.

C. Annual Web Hosting of Mapping

CL will provide a three-hour training session to the County to assist with both using the report and the video and planning web applications. CL will provide the County with online access to its custom programs and tools that will allow viewing of the GIS linework and video data, road work planning, and user management options.

Web Hosting will be maintained by CL for the first three years of this contract, thereafter the County will have the option to continue hosting through CL for an additional yearly fee or they may decide to host this information in-house.

III. MIP Implementation Consulting Services (*Hourly Rate; Case-by-Case*)

CL will provide the County with consulting services to support implementation of the MIP program as needed through January 1, 2028. Consulting services can include developing yearly strategies of work, schedules of work, related maps, road lists, on-call training and other related services. The consulting services will be performed based on the hourly rates agreed to herein. This type of work will typically include work from a project manager and designer/technician level employee.

After the MIP Plan is delivered, a more detailed scope of work for specific services may be defined by the County. CL and the County can negotiate any specific services on a case-by-case basis under this task as additional services.

IV. Proposed Schedule of Services

Task	Due Date
I. FY 2024-2025 Road List Development	3 Weeks after NTP
II. Roadway Network Evaluation and Maintenance and Improvements Plan (MIP) Development	90 Days after NTP
III. MIP Implementation Consulting Services	On Call; As Needed

Attachment: Agreement with Civil Link for Road Work Plan (20877 : Approval to Update the County Road Plan, as Required by State Law, with

EXHIBIT C
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	$250.00
Engineering Manager/ Sr. Traffic Signal Engineer	$215.00
Sr. Project Engineer / Sr. Project Manager	$155.00
Sr. Traffic Technician	$130.00
Project Engineer / Project Manager	$130.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	$120.00
Survey Manager	$115.00
Professional Land Surveyor	$110.00
Designer / Engineering Technician / Inspector *	$105.00
Engineer Intern	$105.00
CADD Technician *	$95.00
Graduate Engineer	$95.00
Sr. Administrative *	$75.00
General Labor *	$60.00
Administrative *	$50.00
GPS Survey Party *	$115.00
Two-Member Survey Party *	$135.00
Three-Member Survey Party *	$150.00

* Indicates non-exempt classifications and the hourly rates listed only apply to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.52/mile
UTV / ATV	$20.00/hour

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

Attachment: Agreement with Civil Link for Road Work Plan (20877 : Approval to Update the County Road Plan, as Required by State Law, with

Contractor's Application for Payment

Owner:	Rankin County Board of Supervisors	**Owner's Project No.:**	5257307
Engineer:	Engineering Services	**Engineer's Project No.:**	5257307
Contractor:	Hodges Land Services	**Contractor's Project No.:**	24-012
Project:	Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks Subdivison		
Contract:	3.02		
Application No.:	3	**Application Date:**	8/27/2024
Application Period:	From 7/31/2024	to	8/27/2024

1. Original Contract Price		$ 1,113,490.00
2. Net change by Change Orders		$ -
3. Current Contract Price (Line 1 + Line 2)		$ 1,113,490.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 405,802.62
5. Retainage		
a. 5% X $ 405,802.62 Work Completed		$ 20,290.13
b. X $ 9,209.36 Stored Materials		$ -
c. Total Retainage (Line 5.a + Line 5.b)		$ 20,290.13
6. Amount eligible to date (Line 4 - Line 5.c)		$ 385,512.49
7. Less previous payments (Line 6 from prior application)		$ 212,627.06
8. Amount due this application		$ 172,885.43
9. Balance to finish, including retainage (Line 3 - Line 4)		$ 707,687.38

Contractor's Certification

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

Contractor: Hodges Land Services

Signature: Brandon Hodges **Date:** 8/27/2024

Recommended by Engineer	**Approved by Owner**
By: Jacob T. Kelly	By: Steve Haines
Title: Project Engineer	Title: BOARD PRESIDENT
Date: 9/3/2024	Date: 9/16/24
Approved by Funding Agency	
By:	By:
Title:	Title:
Date:	Date:

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Attachment: Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks - Approval of Pay App. No. 3 from Hodges Land Services

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Rankin County Board of Supervisors
Engineer:	Engineering Services
Contractor:	Hodges Land Services
Project:	Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks Subdivison
Contract:	3.02

Owner's Project No.:	5257307
Engineer's Project No.:	5257307
Contractor's Project No.:	24-012

Application No.: 3 Application Period: From 07/31/24 to 08/27/24 Application Date: 08/27/24

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
1	MOBILIZATION	1.00	LS	35,847.00	35,847.00	1.00	35,847.00		35,847.00	100%	-
2	CLEARING & GRUBBING	12.00	AC	11,637.00	139,644.00	12.38	144,066.06		144,066.06	103%	(4,422.06)
3	UNCLASSIFIED EXCAVATION (PM)	2,000.00	CY	5.72	11,440.00	1,000.00	5,720.00		5,720.00	50%	5,720.00
4	EXCESS EXCAVATION (PM)	35,000.00	CY	7.00	245,000.00	19,056.00	133,392.00		133,392.00	54%	111,608.00
5	FILTER FABRIC	16,500.00	SY	3.35	55,275.00	3,100.00	10,385.00	3,709.36	14,094.36	25%	41,180.64
6	RIP RAP (200#) (LABOR & HAUL)	17,500.00	TON	13.86	242,550.00	4,000.00	55,440.00	5,500.00	60,940.00	25%	181,610.00
7	EROSION CONTROL	1.00	LS	16,776.00	16,776.00	0.70	11,743.20		11,743.20	70%	5,032.80
8	COLD MILLINIG BITUMINOUS PAVEMENT	9,750.00	SY	4.38	42,705.00		-		-	0%	42,705.00
9	SURFACE COURSE ASPHALT OVERLAY (2")	2,050.00	TON	135.30	277,365.00		-		-	0%	277,365.00
10	SITE RESTORATION	1.00	LS	26,888.00	26,888.00		-		-	0%	26,888.00
11	UTILITY ALLOWANCE	1.00	LS	20,000.00	20,000.00		-		-	0%	20,000.00
					-		-		-		-
					-		-		-		-
					-		-		-		-
				Original Contract Totals	$ 1,113,490.00		$ 396,593.26	$ 9,209.36	$ 405,802.62	36%	$ 707,687.38

Attachment: Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks - Approval of Pay

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Rankin County Board of Supervisors
Engineer:	Engineering Services
Contractor:	Hodges Land Services
Project:	Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks Subdivison
Contract:	3.02

Owner's Project No.:	5257307
Engineer's Project No.:	5257307
Contractor's Project No.:	24-012

Application No.: 3 Application Period: From 07/31/24 to 08/27/24 Application Date: 08/27/24

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
					-		-		-		-
					-		-		-		-
					-		-		-		-
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					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
				Change Order Totals	$ -		$ -	$ -	$ -		$ -
Original Contract and Change Orders											
				Project Totals	$ 1,113,490.00		$ 396,593.26	$ 9,209.36	$ 405,802.62	36%	$ 707,687.38

EJCDC C-620 Contractor's Application for Payment
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Attachment: Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks - Approval of Pay

Stored Materials Summary

Contractor's Application for Payment

Owner:	Rankin County Board of Supervisors
Engineer:	Engineering Services
Contractor:	Hodges Land Services
Project:	Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks Subdivison
Contract:	3.02

Owner's Project No.:	5257307
Engineer's Project No.:	5257307
Contractor's Project No.:	24-012

Application No.: 3 Application Period: From 07/31/24 to 08/27/24 Application Date: 08/27/24

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
1								-			-	-
2						-		-			-	-
3								-			-	-
4								-			-	-
5	1047276-0001	01-310519.13	Filter Fabric for Rip Rap	Onsite	2	9,209.36		9,209.36		5,500.00	5,500.00	3,709.36
6	From County		200# RipRap	Onsite	2	5,171.55	5,500.00	10,671.55		5,171.55	5,171.55	5,500.00
7								-			-	-
8								-			-	-
9								-			-	-
10								-			-	-
11								-			-	-
								-			-	-
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								-			-	-
								-			-	-
								-			-	-
								-			-	-
					Totals	$ 14,380.91	$ 5,500.00	$ 19,880.91	$ -	$ 10,671.55	$ 10,671.55	$ 9,209.36

EJCDC C-620 Contractor's Application for Payment
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Attachment: Stormwater Detention Restoration & Hydrologic Restoration @ Live Oaks - Approval of Pay

CHANGE ORDER NO.:

Owner:	Rankin County Board of Supervisors	Owner's Project No.:
Engineer:	M & G Enterprises, Inc. dba Engineering Service	Engineer's Project No.:
Contractor:	Hodges Land Services, LLC	Contractor's Project No.:
Project:	**Rankin County Watershed Protection and Restoration Program**	
Contract Name:	**Element No. 3.02 Stormwater Detention and Hydrologic Restoration @ Live Oaks**	
Date Issued:	9/15/2024	Effective Date of Change Order: 9/15/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Includes the addition of drainage pipe along the northern portion of the work area for a maintenance/access road to be installed. Also includes additional clearing and grubbing.

Attachments:

Quantities

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ 1,113,490.00	Original Contract Times: Substantial Completion: 300 Ready for final payment: 315
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ 0.00	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 1,113,490.00	Contract Times prior to this Change Order: Substantial Completion: 300 Ready for final payment: 315
Increase this Change Order: $ 34,426.81	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ ~~1,113,490.00~~ 1,147,916.81 JS	Contract Times with all approved Change Orders: Substantial Completion: 300 Ready for final payment: 315

Recommended by Engineer (if required)	Accepted by Contractor
By: Jacob L Sletta	Brandon Hodges
Title: Project Manager	Owner
Date: 9/9/2024	9/9/24
Authorized by Owner	**Approved by Funding Agency (if applicable)**
By: Steve Haines	
Title: BOARD PRESIDENT	
Date: 9/16/24	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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Attachment: Watershed Protection Program @ Pinebrook - Approval of Change Order No. 1 (20862 : Stormwater Detention Restoration &

Bidder Hodges Land Services, LLC
Certificate of Responsibility 25010-SC
Surety Atlantic Specialty

9/9/2024

ITEM	EST QUAN	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	cco1	ext
1	1	ls	Mobilization	$ 35,847.00	$ 35,847.00		$ -
2	12	acre	Clearing and Grubbing	$ 11,637.00	$ 139,644.00	0.38	$ 4,422.06
3	2,000.00	cy	Unclassified Excavation (PM)	$ 5.72	$ 11,440.00	250.00	$ 1,430.00
4	35,000	cy	Excess Excavation (PM)	$ 7.00	$ 245,000.00	1000.00	$ 7,000.00
5	16,500	sy	Filter Fabric (Type V)	$ 3.35	$ 55,275.00	525.00	$ 1,758.75
6	17,500	ton	Rip Rap (200#) (labor and haul)	$ 13.86	$ 242,550.00	600.00	$ 8,316.00
7	1	ls	Erosion Control	$ 16,776.00	$ 16,776.00		$ -
8	9,750	sy	Cold Milling Bituminous Pavement (all depths)	$ 4.38	$ 42,705.00		$ -
9	2050	ton	Surface Course Asphalt Overlay (2")	$ 135.30	$ 277,365.00		$ -
10	1	ls	Site Restoration	$ 26,888.00	$ 26,888.00		$ -
11	1	ls	Utility Allowance	$ 20,000.00	$ 20,000.00		$ -
12cco1	0	lf	24" HP Storm Pipe	$ 65.00	$ -	40	$ 2,600.00
13cco1	0	lf	30" HP Storm Pipe	$ 85.00	$ -	20	$ 1,700.00
14cco1	0	lf	48" HP Storm Pipe	$ 180.00	$ -	40	$ 7,200.00
			Total Base Bid (Items 1-11)		**$ 1,113,490.00**		**$ 34,426.81**

Revised Contract Amount **$ 1,147,916.81**

Attachment: Watershed Protection Program @ Pinebrook - Approval of Change Order No. 1 (20862 :

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 1

	Application Period: 8/5/2024 - 9/5/2024	Application Date: 9/3/24
To (Owner): Rankin County Board of Supervisors	From (Contractor): Southeastern Pipeline & Environmental Services	Via (Engineer): N/A
Project: Pinebrook Subdivision	Contract: Watershed Protection Program Element 2.02 Pinebrook Subdivision	
Owner's Contract No.:	Contractor's Project No.: 340-24	Engineer's Project No.: N/A

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1.	ORIGINAL CONTRACT PRICE	$ $4,449,044.50
2.	Net change by Change Orders	$
3.	Current Contract Price (Line 1 ± 2)	$ $4,449,044.50
4.	TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$ $615,000.00
5.	RETAINAGE:	
	a. 5% X $615,000.00 Work Completed	$ $30,750.00
	b. 5% X Stored Material	$
	c. Total Retainage (Line 5.a + Line 5.b)	$ $30,750.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$ $584,250.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$
8.	AMOUNT DUE THIS APPLICATION	$ $584,250.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$ $3,864,794.50

Contractor's Certification

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

Contractor Signature

By:	Date: 9/10/24

Payment of: $ 584,250.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 9/11/2024
(Engineer) (Date)

Payment of: $ 584,250.00
(Line 8 or other - attach explanation of the other amount)

is approved by: Steve Haines 9/16/24
(Owner) (Date)

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

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Attachment: Watershed Protection Program @ Pinebrook - Approval of Pay App. No. 1 from Southeastern

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract)	Watershed Protection Program Element 2.02 Pinebrook Subdivision	Application Number:	1
Application Period:	8/5/2024 - 9/5/2024	Application Date:	9/3/24

A		B	Work Completed		E	F		G
			C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
								-

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)	Pinebrook Subdivision							Application Number:	1		
Application Period:	8/5/2024 - 9/5/2024							Application Date:	9/3/24		
A					B	C	D	E	F		
Item		Contract Information									
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	1	LS	$ 300,000.00	$300,000.00	1	$300,000.00		$300,000.00	100.0%	
2	Clearing and Grubbing	6.8	Acre	$ 75,000.00	$510,000.00	4	$300,000.00		$300,000.00	58.8%	$210,000.00
3	Construction Entrance	3	EA	$ 15,000.00	$45,000.00	1	$15,000.00		$15,000.00	33.3%	$30,000.00
4	Excess Excavation (Hauled off site)	15467.2	CY	$ 14.00	$216,540.80						$216,540.80
5	Unclassified Excavation	1000	CY	$ 10.00	$10,000.00						$10,000.00
6	Rip Rap (200 lb)	12422.5	TN	$ 110.00	$1,366,475.00						$1,366,475.00
7	Filter Fabric	13000	SY	$ 2.00	$26,000.00						$26,000.00
8	Asphalt Paving (SC-1)	2143.3	TN	$ 126.00	$270,055.80						$270,055.80
9	Cold Milling	6503.6	SY	$ 5.75	$37,395.70						$37,395.70
10	Concrete Minor Structures	175.6	CY	$ 775.00	$136,090.00						$136,090.00
11	Reinforcement	17,675.4	TN	$ 3.00	$53,026.20						$53,026.20
12	Castings	2,765	LB	$ 30.00	$82,950.00						$82,950.00
13	Silt Fence	6,500	LF	$ 5.00	$32,500.00						$32,500.00
14	Wattles	1,000	LF	$ 4.00	$4,000.00						$4,000.00
15	610 Crushed Stone	500	TN	$ 95.00	$47,500.00						$47,500.00
16	Rip Rap for Erosion Control	1,000	TN	$ 110.00	$110,000.00						$110,000.00
17	Temoprary Seeding	6.3	Acre	$ 550.00	$3,465.00						$3,465.00
18	Vegetative Mulch	8	TN	$ 1,000.00	$8,000.00						$8,000.00
19	Grassing	3	Acre	$ 1,250.00	$4,250.00						$4,250.00
20	Utility Allowance	1	LS	$ 150,000.00	$150,000.00						$150,000.00
A1-1	Clean and CCTV Storm Sewer Pipes	4,500	LF	$ 30.00	$135,000.00						$135,000.00
A2-1	Cured in place lining 15"	80	LF	$ 132.00	$10,560.00						$10,560.00
A2-2	Cured in place lining 18"	80	LF	$ 144.00	$11,520.00						$11,520.00
A2-3	Cured in place lining 24"	404	LF	$ 204.00	$82,416.00						$82,416.00
A2-4	Cured in place lining 30"	590	LF	$ 245.00	$144,550.00						$144,550.00
A3-1	Cured in place lining 15"	72	LF	$ 120.00	$8,640.00						$8,640.00
A3-2	Cured in place lining 18"	422	LF	$ 120.00	$50,640.00						$50,640.00
A3-3	Cured in place lining 24"	866	LF	$ 165.00	$142,890.00						$142,890.00
A3-4	Cured in place lining 30"	738	LF	$ 195.00	$143,910.00						$143,910.00
A3-5	Cured in place lining 36"	896	LF	$ 270.00	$241,920.00						$241,920.00
A3-6	Cured in place lining 48"	150	LF	$ 425.00	$63,750.00						$63,750.00
33											
34											
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Attachment: Watershed Protection Program @ Pinebrook - Approval of Pay App. No. 1 from Southeastern

CHANGE ORDER NO.: 2

Owner:	Rankin County Board of Supervisors	Owner's Project No.:	
Engineer:	M & G Enterprises, Inc. dba Engineering Service	Engineer's Project No.:	
Contractor:	Hemphill Construction Company, Inc	Contractor's Project No.:	
Project:	Gunter Road Improvements Phase II		
Contract Name:			
Date Issued:	September 16, 2024	Effective Date of Change Order:	September 16, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Correct estimated quantities on the waterline portion of the project to the actual items used in construction.

Attachments:

Change Order No 2 Summary.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 3,513,607.00	Original Contract Times: Substantial Completion: 270 Ready for final payment: 300
Increase from previously approved Change Orders, $ 2,026.00	Increase from previously approved Change Orders No.1 to No.: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 3,515,633.00	Contract Times prior to this Change Order: Substantial Completion: 270 Ready for final payment: 300
Increase this Change Order: $ 11,226.00	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 3,526,859.00	Contract Times with all approved Change Orders: Substantial Completion: 270 Ready for final payment: 300

Recommended by Engineer (if required)	Accepted by Contractor
By:	
Title: Project Engineer	Richard A. Rula, President
Date: 9/12/2024	September 10, 2024
Authorized by Owner	**Approved by Funding Agency (if applicable)**
By: Steve Haines	
Title: BOARD PRESIDENT	
Date: 9/16/24	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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Attachment: Gunter Road Improvement Phase II Project - Approval of Change Order No. 2 (20865 : Approval of Contract Change Order No. 2

Bid Number	Description	Units	Quantity	Unit Cost	Total Cost	Final Quantity	Final Cost	Difference
AA2-1	4" PVC, SDR 21	LF	20	$ 34.00	$ 680.00	189.00	$ 6,426.00	$ 5,746.00
AA2-2	6" PVC, SDR 26	LF	3452	$ 38.00	$ 131,176.00	3328.00	$ 126,464.00	$ (4,712.00)
AA2-3	8" PVC, SDR 26	LF	3245	$ 46.00	$ 149,270.00	3097.00	$ 142,462.00	$ (6,808.00)
AA2-4	6" HDPE, HDD, DR-11	LF	370	$ 70.00	$ 25,900.00	390.00	$ 27,300.00	$ 1,400.00
AA2-5	8" HDPE, HDD, DR-11	LF	100	$ 95.00	$ 9,500.00	120.00	$ 11,400.00	$ 1,900.00
AA2-6	8" HDPE Carrier Pipe, DR-11	LF	180	$ 65.00	$ 11,700.00	200.00	$ 13,000.00	$ 1,300.00
AA2-7	6" HDPE Carrier Pipe, DR-11	LF	30	$ 60.00	$ 1,800.00	32.00	$ 1,920.00	$ 120.00
AA2-8	4" HDPE Carrier Pipe, DR-11	LF	55	$ 35.00	$ 1,925.00	50.00	$ 1,750.00	$ (175.00)
AA2-9	8" HDPE Casing, DR-11	LF	50	$ 80.00	$ 4,000.00	40.00	$ 3,200.00	$ (800.00)
AA2-10	12" HDPE Casing, DR-11	LF	145	$ 145.00	$ 21,025.00	125.00	$ 18,125.00	$ (2,900.00)
AA2-11	16" HDPE Casing, DR-11	LF	35	$ 315.00	$ 11,025.00	60.00	$ 18,900.00	$ 7,875.00
AA2-12	6" PVC Carrier Bore, SDR-26	LF	200	$ 44.00	$ 8,800.00	200.00	$ 8,800.00	$ -
AA2-13	8" PVC Carrier Bore, SDR-26	LF	90	$ 64.00	$ 5,760.00	120.00	$ 7,680.00	$ 1,920.00
AA2-14	2" Gate Valve	EA	1	$ 1,155.00	$ 1,155.00	1.00	$ 1,155.00	$ -
AA2-15	4" Gate Valve	EA	8	$ 1,390.00	$ 11,120.00	9.00	$ 12,510.00	$ 1,390.00
AA2-16	6" Gate Valve	EA	5	$ 1,740.00	$ 8,700.00	3.00	$ 5,220.00	$ (3,480.00)
AA2-17	8" Gate Valve	EA	15	$ 2,350.00	$ 35,250.00	16.00	$ 37,600.00	$ 2,350.00
AA2-18	Existing Meter Reconnections	EA	56	$ 500.00	$ 28,000.00	34.00	$ 17,000.00	$ (11,000.00)

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AA2-19	Tie in to Existing/Proposed Line	EA	11	$ 2,500.00	$ 27,500.00	11.00	$ 27,500.00	$ -
AA2-20	Fire Hydrant Assembly	EA	0	$ 5,400.00	$ -		$ -	$ -
AA2-21	Relocate Water Meter to ROW	EA	0	$ 450.00	$ -	18	8100	$ 8,100.00
AA2-22	Remove and Relocate Fire Hydrant	EA	0	$ 3,000.00	$ -	1	$ 3,000.00	$ 3,000.00
AA2-23	Cut and Cap Existing Water Main	EA	0	$ 750.00	$ -	8	$ 6,000.00	$ 6,000.00

Total Cost Change $ 11,226.00

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Attachment: Gunter Road Improvement Phase II Project - Approval of Change Order No. 2 (20865 : Approval of Contract Change Order No. 2 on

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H24027-05

To Customer: Rankin Co. Board of Supervisors
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# 5
Period From: 8/1/2024
Period To: 8/31/2024

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 Contract No. N/A

Contract Date: 2/15/2024

Application Date: 9/5/2024

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	$13,252.00
3. Contract Sum To Date	$3,526,859.00
4. Work Completed To Date	$1,290,365.98
5. Stored Materials Inventory	$0.00
6. Total Completed and Stored To Date	$1,290,365.98
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are furnished in lieu of Retainage.	$75,000.00
c. Retainage on Work Completed to Date 5.00 %	$64,518.30
d. Retainage on Stored Materials Inventory 0.00 %	$0.00
e. Total Calculated Retainage	$64,518.30
f. Total Retainage To Be Withheld	$0.00
8. Total Earned Less Retainage	$1,290,365.98
9. Less Previous Certificates For Payments	$1,131,369.02
10. Current Payment Due	$158,996.96
11. Balance to Finish, Plus Retainage	$2,236,493.02

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$2,026.00	$0.00
Total Approved this Month	$11,226.00	$0.00
TOTALS	$13,252.00	$0.00
Net Changes By Change Order	**$13,252.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: _____ Date: 9/5/2024

State of: Mississippi County of: Simpson

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

Notary Public: Madelynn Cliburn Zattoni

My Commission expires: January 29, 2028

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 430605 MADELYNN CLIBURN ZATTONI Commission Expires Jan. 29, 2028 SIMPSON COUNTY

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $158,996.96

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: 9/12/2024

OWNER:

By: Steve Haines Date: 9/16/24

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.

Attachment: Gunter Road Improvement Phase II Project - Approval of Pay Application No. 5 for

CONTINUATION SHEET

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

Application No. : JB App# 5
Application Date : 09/05/24
Period From: 08/01/24
Period To: 08/31/24
External Contract No.:

Invoice # : H24027-05

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

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	1.00	0.00	1.00	$297,300.00	$0.00	0.00	$297,300.00	$0.00	100.00%
02	Cleaning and Grubbing	LS	1.00	$180,776.32	$180,776.32	0.95	0.00	0.95	$171,737.50	$0.00	0.00	$171,737.50	$9,038.82	95.00%
03	Removal of Pipe (All Type and Sizes)	LF	1,280.00	$7.00	$8,960.00	240.00	126.00	366.00	$1,680.00	$882.00	0.00	$2,562.00	$6,398.00	28.59%
04	Removal of Asphalt	SY	586.00	$20.50	$12,013.00	22.22	34.22	56.44	$455.51	$701.51	0.00	$1,157.02	$10,855.98	9.63%
05	Unclassified Excavation	CY	1,500.00	$10.00	$15,000.00	1,189.00	1,661.70	2,850.70	$11,890.00	$16,617.00	0.00	$28,507.00	$-13,507.00	190.05%
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	35.00	35.00	$0.00	$1,190.00	0.00	$1,190.00	$264,010.00	0.45%
08	Excess Excavation	CY	5,400.00	$25.00	$135,000.00	0.00	176.55	176.55	$0.00	$4,413.75	0.00	$4,413.75	$130,586.25	3.27%
09	Granular Material (610 Crushed Stone)	TON	9,100.00	$56.50	$514,150.00	158.70	1,230.03	1,388.73	$8,966.55	$69,498.70	0.00	$78,463.25	$435,686.75	15.26%
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	$148.50	$50,490.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$50,490.00	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	48.00	48.00	$0.00	$5,760.00	0.00	$5,760.00	$8,160.00	41.38%
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	51" 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	58" 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	2.00	2.00	$0.00	$4,000.00	0.00	$4,000.00	$4,000.00	50.00%
22	18" HP Pipe	LF	430.00	$40.00	$17,200.00	230.00	0.00	230.00	$9,200.00	$0.00	0.00	$9,200.00	$8,000.00	53.49%
23	24" HP Pipe	LF	30.00	$75.00	$2,250.00	0.00	30.00	30.00	$0.00	$2,250.00	0.00	$2,250.00	$0.00	100.00%
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	1,644.00	$1.00	$1,644.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$1,644.00	0.00%
26	Concrete Driveway Repair	SY	487.00	$90.50	$44,073.50	114.00	0.00	114.00	$10,317.00	$0.00	0.00	$10,317.00	$33,756.50	23.41%
27	Asphalt Driveway Repair	SY	913.00	$116.50	$106,364.50	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$106,364.50	0.00%
28	Gravel Driveway Repair	SY	167.00	$8.50	$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	$165,000.00	$165,000.00	0.20	0.16	0.36	$33,000.00	$25,707.00	0.00	$58,707.00	$106,293.00	35.58%
30	Granular Material (610 Crushed Stone) for Traffic Control	TON	600.00	$56.50	$33,900.00	80.24	0.00	80.24	$4,533.56	$0.00	0.00	$4,533.56	$29,366.44	13.37%

Attachment: Gunter Road Improvement Phase II Project - Approval of Pay Application No. 5 for

CONTINUATION SHEET

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

Application No. : JB App# 5
Application Date : 09/05/24
Period From: 08/01/24
Period To: 08/31/24
External Contract No.:

Invoice # : H24027-05

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

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	0.20	0.16	0.36	$11,400.00	$8,892.00	0.00	$20,292.00	$36,708.00	35.60%
32	Type III Barricades	EA	10.00	$1,457.50	$14,575.00	9.00	0.00	9.00	$13,117.50	$0.00	0.00	$13,117.50	$1,457.50	90.00%
33	Message Board	EA	2.00	$14,837.00	$29,674.00	2.00	0.00	2.00	$29,674.00	$0.00	0.00	$29,674.00	$0.00	100.00%
34	Additional Construction Signs	SF	25.00	$10.00	$250.00	22.69	0.00	22.69	$226.90	$0.00	0.00	$226.90	$23.10	90.76%
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 (Skip 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	336.00	$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 Allowance	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 Silt Fence	LF	7,500.00	$3.50	$26,250.00	10,451.00	0.00	10,451.00	$36,578.50	$0.00	0.00	$36,578.50	$-10,328.50	139.35%
47	Temporary Wattles	LF	1,500.00	$6.00	$9,000.00	480.00	180.00	660.00	$2,880.00	$1,080.00	0.00	$3,960.00	$5,040.00	44.00%
48	Temporary Seeding	AC	9.00	$907.00	$8,163.00	0.00	1.00	1.00	$0.00	$907.00	0.00	$907.00	$7,256.00	11.11%
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	$177,625.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$177,625.00	0.00%
53	Filter Fabric for Rip Rap	SY	1,790.00	$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				$642,957.02	$141,896.96	$0.00	$784,853.98	$2,236,493.02	25.98%
	Add Alternate 2													

Attachment: Gunter Road Improvement Phase II Project - Approval of Pay Application No. 5 for

CONTINUATION SHEET

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

Application No. : JB App# 5
Application Date : 09/05/24
Period From: 08/01/24
Period To: 08/31/24
External Contract No.:

Invoice # : H24027-05

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

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
	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	8" 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	390.00	$70.00	$27,300.00	390.00	0.00	390.00	$27,300.00	$0.00	0.00	$27,300.00	$0.00	100.00%
AA2-05	8" HDPE, HDD, DR-11	LF	120.00	$95.00	$11,400.00	120.00	0.00	120.00	$11,400.00	$0.00	0.00	$11,400.00	$0.00	100.00%
AA2-06	8" HDPE Carrier Pipe, DR-11	LF	200.00	$65.00	$13,000.00	200.00	0.00	200.00	$13,000.00	$0.00	0.00	$13,000.00	$0.00	100.00%
AA2-07	6" HDPE Carrier Pipe, DR-11	LF	32.00	$60.00	$1,920.00	32.00	0.00	32.00	$1,920.00	$0.00	0.00	$1,920.00	$0.00	100.00%
AA2-08	4" HDPE Carrier Pipe, DR-11	LF	50.00	$35.00	$1,750.00	50.00	0.00	50.00	$1,750.00	$0.00	0.00	$1,750.00	$0.00	100.00%
AA2-09	8" HDPE Casing, DR-11	LF	40.00	$80.00	$3,200.00	40.00	0.00	40.00	$3,200.00	$0.00	0.00	$3,200.00	$0.00	100.00%
AA2-10	12" HDPE Casing, DR-11	LF	125.00	$145.00	$18,125.00	125.00	0.00	125.00	$18,125.00	$0.00	0.00	$18,125.00	$0.00	100.00%
AA2-11	16" HDPE Casing, DR-11	LF	60.00	$315.00	$18,900.00	60.00	0.00	60.00	$18,900.00	$0.00	0.00	$18,900.00	$0.00	100.00%
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	8" PVC Carrier Bore, SDR-21	LF	0.00	$66.00	$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	1.00	0.00	1.00	$1,155.00	$0.00	0.00	$1,155.00	$0.00	100.00%
AA2-15	4" Gate Valve	EA	9.00	$1,390.00	$12,510.00	9.00	0.00	9.00	$12,510.00	$0.00	0.00	$12,510.00	$0.00	100.00%
AA2-16	6" Gate Valve	EA	3.00	$1,740.00	$5,220.00	3.00	0.00	3.00	$5,220.00	$0.00	0.00	$5,220.00	$0.00	100.00%
AA2-17	8" Gate Valve	EA	16.00	$2,350.00	$37,600.00	16.00	0.00	16.00	$37,600.00	$0.00	0.00	$37,600.00	$0.00	100.00%
AA2-18	Existing Meter Reconnections	EA	34.00	$500.00	$17,000.00	34.00	0.00	34.00	$17,000.00	$0.00	0.00	$17,000.00	$0.00	100.00%
AA2-19	Tie in to Existing/Proposed Line	EA	11.00	$2,500.00	$27,500.00	11.00	0.00	11.00	$27,500.00	$0.00	0.00	$27,500.00	$0.00	100.00%
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	189.00	$34.00	$6,426.00	189.00	0.00	189.00	$6,426.00	$0.00	0.00	$6,426.00	$0.00	100.00%
CO1.2	6" PVC, SDR 26	LF	3,328.00	$38.00	$126,464.00	3,328.00	0.00	3,328.00	$126,464.00	$0.00	0.00	$126,464.00	$0.00	100.00%
CO1.3	8" PVC, SDR 26	LF	3,097.00	$46.00	$142,462.00	3,097.00	0.00	3,097.00	$142,462.00	$0.00	0.00	$142,462.00	$0.00	100.00%
CO1.4	6" PVC Carrier Bore, SDR-26	LF	200.00	$44.00	$8,800.00	200.00	0.00	200.00	$8,800.00	$0.00	0.00	$8,800.00	$0.00	100.00%
CO1.5	8" PVC Carrier Bore, SDR-26	LF	120.00	$64.00	$7,680.00	120.00	0.00	120.00	$7,680.00	$0.00	0.00	$7,680.00	$0.00	100.00%
CO2.21	Relocate Water Meter to ROW	EA	18.00	$450.00	$8,100.00	0.00	18.00	18.00	$0.00	$8,100.00	0.00	$8,100.00	$0.00	100.00%
CO2.22	Remove and Relocate Fire Hydrant	EA	1.00	$3,000.00	$3,000.00	0.00	1.00	1.00	$0.00	$3,000.00	0.00	$3,000.00	$0.00	100.00%
CO2.23	Cut and Cap Existing Water Main	EA	8.00	$750.00	$6,000.00	0.00	8.00	8.00	$0.00	$6,000.00	0.00	$6,000.00	$0.00	100.00%
	Add Alternate 2 Totals				$505,512.00				$488,412.00	$17,100.00	$0.00	$505,512.00	$0.00	100.00%

Attachment: Gunter Road Improvement Phase II Project - Approval of Pay Application No. 5 for

Grand Totals	$3,526,859.00	$1,131,369.02	$158,996.96	$0.00	$1,290,365.98	$2,236,493.02	36.59%

Attachment: Gunter Road Improvement Phase II Project - Approval of Pay Application No. 5 for

The Clerk of the Board of Supervisors (the "Governing Body" or "Board of Supervisors") of Rankin County, Mississippi (the "County") reported that, pursuant to a resolution of the Governing Body calling for a public hearing to be held at 9:00 A.M. on September 16, 2024, with respect to a Tax Increment Financing Plan, Brandon Heights Project, City of Brandon, Mississippi, April 2023 (the "TIF Plan"), the Clerk did cause a notice of the public hearing to be published in the Rankin County News, a newspaper having a general circulation in the County and in the City of Brandon, Mississippi (the "City") on September 4, 2024, as evidenced by proof of publication on file in the office of the Clerk. The President of the Governing Body then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral or written comments on the TIF Plan. At the conclusion of the public hearing, the following resolution was adopted:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTION OF THE "TAX INCREMENT FINANCING PLAN, BRANDON HEIGHTS PROJECT, CITY OF BRANDON, MISSISSIPPI, APRIL 2023".

WHEREAS, under the power and authority granted by the Laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body, on August 15, 2024, did adopt a certain resolution entitled:

RESOLUTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE BRANDON HEIGHTS PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the Rankin County News, a newspaper having a general circulation within the County and the City, and was so published in said newspaper on September 4, 2024, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at the Courthouse Annex, Board Room, 211 East Government Street, Suite A, Brandon, MS 39402, at 9:00 A.M. on September 16, 2024, in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 9:00 A.M. on September 16, 2024, the public hearing was held and all in attendance were given an opportunity to state or present their oral or written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County, as follows:

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

SECTION TWO: That the Governing Body of the County is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan attached hereto, and do hereby adopt and approve such plan as presented in order to assist in the development of the proposed project, and to participate jointly with the City, as contemplated in the TIF Plan, with respect to the issuance thereby of Tax Increment Financing Bonds or Notes in one or more series in an

Attachment: Resolution Approving the Adoption & Implementation of the Brandon Heights TIF Project (20832 : Consideration Of, and Potential

amount not to exceed Five Million Dollars ($5,000,000) to finance the cost of various improvements in connection with the TIF Plan.

SECTION THREE: That the Tax Increment Bonds or Notes of the City shall be issued pursuant to further proceedings of the Governing Body of the City.

SECTION FOUR: That the Board of Supervisors retains the right and the authority to evaluate its participation in the Brandon Heights TIF Plan and to make adjustments or revisions thereto until such time as the City, its agents or advisors, have closed the sale of Tax Increment Bonds or Notes.

The motion having received the affirmative vote of a majority of the board members present, the President of the Body declared the motion carried and the resolution adopted this the 16th day of September, 2024.

Steve Gaines

STEVE GAINES, Board President

ATTEST:

CHANCERY CLERK RANKIN COUNTY, MS

MARK S. SCARBOROUGH, Clerk of the Board of Supervisors

Attachment: Resolution Approving the Adoption & Implementation of the Brandon Heights TIF Project (20832 : Consideration Of, and Potential

Name	MH Account Number	Total Taxes Due	Years Due	Reason For Deletion	2000	2016	2017	2018	2019	2020	2021	2022	2023	2024	TOTAL:
Eaves, Mark & Shauna	1759	$34.49	2024	MH Deemed unliveable by TA office/BB										$34.49	$34.49
Lewis, Jeff	23768	$189.83	2016-2024	MH was sold in 2016/New owner		$29.21	$24.44	$23.90	$22.05	$20.60	$18.73	$17.81	$16.88	$16.21	$189.83
Boatman, Karola	25383	$4,296.90	2019-2024	MH has been replaced per Brent/TA Office					$1,033.80	$966.07	$726.80	$619.01	$518.77	$432.45	$4,296.90
Meadows, Lonnie	22827	$0.00	None	MH no longer on property per Brent/TA Office											
Meadows, Lonnie	11577	$0.00	None	MH no longer on property per Brent/TA Office											
Barnett, Nancy	23435	$143.65	2019-2024	MH no longer on property per Brent/TA Office					$28.20	$26.36	$23.96	$22.78	$21.61	$20.74	$143.65
Crump, Charles	23409	$231.02	2021-2024	MH assessed as RP in 2020/per Brent/TA Office							$62.13	$59.08	$56.02	$53.79	$231.02
White, Linda	6443	$0.00	None	MH was replaced with Acct 27032											
Breazeale, Nathan	14750	$0.00	None	MH was replaced with Acct 27002											
Tucker, Anthony	21607	$83.02	2023-2024	MH was replaced with MH Acct 26998									$42.44	$40.58	$83.02
Adams, Lauren	25256	$0.00	None	MH in Scott County											
Jones, Aaron	23344	$0.00	None	MH is now in Mt. Olive											
Bryant, Donny	20901	$0.00	None	MH removed from TA roll per Brett Busick											
Craft, Martin Jr & Marchia	24432	$0.00	None	In Simpson County per 21st Mortgage											
Turnage, Marilyn	24310	$76.50	2023-2024	MH replaced with MH Acct 26529									$39.03	$37.47	$76.50
Premier Metals	25237	$52.10	2023-2024	MH no longer on property									$26.62	$25.48	$52.10
Horne, Ollie	2737	$24.10	2023-2024	MH no longer on property per BB/TA office									$12.29	$11.81	$24.10
Horne, Ollie & Elfrida	5770	$39.20	2023-2024	MH no longer on property per BB/TA office									$20.00	$19.20	$39.20
Fry, Gary & Susan	19545	$0.00	None	MH now in Scott County per Scott County											
Romano, Tommye	16018	$274.30	2000	MH was assessed as RP in 1999	$274.30										$274.30

Attachment: List of Mobile Homes to be Removed (20833 : Authority for Rankin County Tax Collector to

RESOLUTION

WHEREAS, the Rankin County Board of Supervisors and either ACL Water Association or Southeast Rankin Water Association have previously stated an intention to make application with Delta Regional Authority for an award of funding to provide water service to an underserved community in rural Rankin County that is capable of being served by one of the two identified Water Associations; and

WHEREAS, the Rankin County Board of Supervisors and either ACL Water Association or Southeast Rankin Water Association recognize that there are limited funds available to Delta Regional Authority that may be utilized for the provision of water service to residents in this community; and

WHEREAS, the Rankin County Board of Supervisors and ACL Water Association or Southeast Rankin Water Association, find that that provision of water service to this community is necessary to achieve improved quality of life, to provide adequate drinking water to an area that is unserved and to promote the potential for continued development of the area as a residential community;

NOW, THEREFORE, BE IT RESOLVED, BY THE RANKIN COUNTY BOARD OF SUPERVISORS AND EITHER ACL WATER ASSOCIATION OR SOUTHEAST RANKIN WATER ASSOCIATION, THAT LOCAL MATCHING FUNDS REPRESENTING THIRTY PERCENT OF THE TOTAL ESTIMATED PROJECT COSTS (DEPENDING ON FUNDS AVAILABILITY) WILL BE COMMITTED FOR COMBINING WITH FUNDS AWARED BY DELTA REGIONAL AUTHORITY TO CONSTRUCT THE PROPOSED WATER SERVICE PROJECT.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE RANKIN COUNTY BOARD OF SUPERVISORS AND EITHER ACL WATER ASSOCIATION OR SOUTHEAST RANKIN WATER ASSSOCIATION THAT ADDITIONAL COSTS OF THIS PROJECT, IF ANY, THAT EXCEED THE PROJECT COST ESTIMATE, WILL BE COVERED BY RANKIN COUNTY CONTINGENT ON FUNDS AVAILABILITY.

ADOPTED this the 16 day of September, 2024, by the RANKIN COUNTY BOARD OF SUPERVISORS.

RANKIN COUNTY, MISSISSIPPI

By: Steve Gaines
BOARD PRESIDENT

ATTEST:
CLERK OF THE BOARD

CHANCERY CLERK
RANKIN COUNTY, MS

Attachment: Resolution Providing County Participation in Local Matching Responsibility using Delta Regional Authority Grant Funds (20834 :

AGREEMENT FOR
MUTUAL AID IN FIRE EMERGENCY SERVICES (US)

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 16 day of September 2024 between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of the 172d Airlift Wing Jackson, Mississippi (hereinafter "172 AW") pursuant to the authority of 42 U.S.C. § 1856a and the Rankin County Emergency Management / Fire Services . Together the Air Force and Rankin County Emergency Management/Fire Services are hereinafter referred to as the "Parties".

WITNESSETH:
WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *Fire and Emergency Services Program.*

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

c. On request to a representative of the 172 AW Fire Department by a representative of the Rankin County Emergency Management/Fire Services, fire protection equipment and personnel of the 172 AW Fire Department will be dispatched to any point within the area for which the Rankin County Emergency Management/Fire Services normally provides fire protection services as designated by the representatives of the Rankin County Emergency Management/Fire Services.

d. On request to a representative of the Rankin County Emergency Management/Fire Services by a representative of the 172 AW Fire Department, fire protection equipment and personnel of the Rankin County Emergency Management/Fire Services will be dispatched to any point within the jurisdiction of the 172AW as designated by the representative of the 172 AW Fire Department.

Attachment: Agreement for Mutual Aid in Fire Emergency Services (20836 : Authorization for Board President to Execute Mutual Aid

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Rankin County Emergency Management/Fire Services normally provides fire protection services, the chief of the 172 AW Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for 172 AW to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11

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of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Rankin County Emergency Management/Fire Services is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

(2) Furthermore, Rankin County Emergency Management/Fire Services agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the United States from any liability that may arise from the use of fire-fighting foams, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect Rankin County Emergency Management/Fire Services obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Rankin County Emergency Management/Fire Services, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW National Fire Protection Association Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph six.

i. All equipment used by the Rankin County Emergency Management/Fire Services in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the Rankin County Emergency Management/Fire Services under this Agreement will, at the time of such action, be an employee or volunteer member of Rankin County Emergency Management/Fire Services.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is

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primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes: If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution:

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

(3) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. Rankin County Emergency Management/Fire Services obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

mi. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

172d Airlift Wing
c/o Commander
141 Military Drive Bldg. 116
Jackson, MS 39232

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172 CES/CEF
c/o Fire Chief
141 Military Drive, Bldg. 401
Jackson, MS 39232

For Rankin County Mississippi
Attention: Board President
211 E Government Street A
Brandon, MS 39042

For Rankin County Emergency Management/Fire Services
Attention: Director
601 Marquette Road
Brandon, MS 39042

For Rankin County Mississippi
Attention: Board Attorney
211 E Government Street A
Brandon, MS 39042

o. TERMS OF THIS AGREEMENT: This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years (insert date) from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy DAFI32-2001 28 JULY 2022 57 guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

Attachment: Agreement for Mutual Aid in Fire Emergency Services (20836 : Authorization for Board President to Execute Mutual Aid

COUNTY OF RANKIN, MISSISSIPPI

Steve Gaines

STEVE GAINES, BOARD PRESIDENT
Rankin County Mississippi Board of Supervisors

Date: 9-16-24

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

_____

BRITT A. WATSON, COL, MS ANG
Installation Commander

Date: _____

Attachment: Agreement for Mutual Aid in Fire Emergency Services (20836 : Authorization for Board President to Execute Mutual Aid

Rankin County Board of Supervisors
Tax Increment Finance (TIF) Policy
REVISED AND MADE EFFECTIVE
10-1-24

1. The total capital investment by the Developer must be a minimum of $30 million for the project to be eligible for consideration.

2. The project must create a significant number of jobs, of which, over 50% must be new hires from within Rankin County and surrounding communities.

3. Upon completion of the project, the resulting increase in assessed value of the subject property must be a significant increase above predevelopment value.

4. The total monetary participation by the Board of Supervisors will not exceed that of the municipalities.

5. The development must be an inducement to attract other nearby developments that would not be included in the TIF plan.

6. Road & Bridge millage and Bridge & Culvert millage will typically be excluded from TIF Plans. Millage assigned to Hinds Community College will typically be excluded from TIF Plans.

7. The Board of Supervisors' pledge will typically not exceed 50% of the county's millage, and will be based on a "not to exceed dollar amount" generated by the necessary millage rate to service the debt of the TIF bonds.

8. The Supervisors reserve the right to deviate from this policy for developments that are situated in underdeveloped areas of Rankin County.

9. The TIF Plan must include the following statement in order to be considered: "The Tax Increments (City and County) quantified and set out in the Developer's TIF Plan as of the date of adoption of the TIF Plan by the County shall remain the operative Tax Increments recognized by the parties for debt service calculations; however, notwithstanding any other provision hereof to the contrary, the Tax Assessor shall retain the right and the authority to assess for ad valorem tax purposes the property within the TIF District, or any amendment of said District, in accordance with standard assessment practices (or methodology). For the purpose of the TIF plan and for the assessment thereof, all real property located within the defined TIF District shall be considered, assessed and taxed as commercial despite its actual use."

Attachment: Rankin County Updated TIF Policy - 10-1-24 (20837 : Discussion Of, and Potential Action to Adopt, Updated TIF Policy Effective)

STATE OF MISSISSIPPI
RANKIN COUNTY

RANKIN COUNTY BOARD OF SUPERVISORS

2024/2025 TAX LEVY

GENERAL SUPPORT		
1.	GENERAL COUNTY PURPOSES SECTION 27-39-303, Code of 1972	20.55
2.	SPECIAL LEVY (REAPPRAISAL) H. B. 414, LAWS OF 1982	1.00
3.	RANKIN FIRST ECONOMIC DEVELOPMENT AUTHORITY S.B.3119, LAWS OF 1993	0.50
4.	CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM, SECTION 39-3-5 (1)	1.11
EDUCATION		
5.	COUNTY SCHOOLS (MAINT.) SECTION 37-57-105, CODE OF 1972	45.25
6.	HINDS COMMUNITY COLLEGE DIST. (MAINT.) SECTION 37-29-141, CODE OF 1972	1.45
7.	HINDS COMMUNITY COLLEGE (ENLARGEMENT & IMPROVEMENT) SECTION 37-29-141, CODE OF 1972	2.08
8.	HINDS COMMUNITY COLLEGE (VO-TECH SUPPORT) SECTION 37-31-75 AND 37-7-409, CODE OF 1972	1.85
PUBLIC ROADS		
9.	ROADS AND BRIDGES, SECTION 27-39-305, CODE OF 1972	6.72
10.	BRIDGES AND CULVERTS, SECTION 65-15-7, CODE OF 1972	2.30
DEBT RETIREMENT		
11.	COUNTY SCHOOL BONDS POST 3-3-87, SECTION 37-59-23 & 27-39-329	7.65
12.	COUNTY SCHOOL NOTES, SECTION 37-59-107	2.88
13.	HINDS COMMUNITY COLLEGE BOND , SECTION 37-29-141	0.62
14.	RANKIN COUNTY GENERAL OBLIGATION BONDS, SECTION 31-25-1	3.56
SPECIAL LEVIES		
15.	RANKIN-HINDS DRAINAGE DISTRICT FLOOD CONTROL, LAWS OF 1962 SECTION 51-35-333, CODE OF 1972	4.75
16.	RESERVOIR FIRE DISTRICT, SECTION 19-5-189, CODE OF 1972	9.00
17.	CLEARY, LAKE HARBOR, ROBINHOOD FIRE DISTRICTS, SECTION 19-5-189, CODE OF 1972	4.00
18.	EVERGREEN, STAR, SOUTHWEST FIRE DISTRICTS, SECTION 19-5-189, CODE OF 1972	2.00
19.	COUNTY FIRE, SECTION 83-1-39 (5D)	1.18
20.	FIVE (V) LAKES WATER AND SEWER DISTRICT, SECTION 19-5-189, CODE OF 1972	4.00
21.	FOREST PROTECTION 9 CENTS PER ACRE WHERE APPLICABLE SECTION 49-19-115, CODE OF 1972	
22.	RICHLAND CREEK WATERSHED, FIFTY CENTS OR ONE DOLLAR PER ACRE WHERE APPLICABLE SECTION 51-29-47, CODE OF 1972	
23.	LANGFORD FIRE DISTRICT, SECTION 19-5-189, CODE OF 1972	2.00

I, Mark S. Scarborough, Clerk of the Board of Supervisors in and for said County and State, do certify the above is a true and correct copy of the levy for the fiscal year 2024-2025 ordered by the Board at their September meeting, 2024
Given under my hand and official seal this the 16th day of September, 2024.

Seal

MARK S. SCARBOROUGH
Clerk of the Board

COUNTY TAX EFFORT	MILLS
GENERAL SUPPORT	23.16
HINDS COMMUNITY COLLEGE	6.00
PUBLIC ROADS AND BRIDGES	9.02
DEBT SERVICE	3.56
TOTAL COUNTY TAX	41.74
PUBLIC EDUCATION	
RANKIN COUNTY SCHOOL DIST	55.78
TOTAL PUBLIC EDUCATION	55.78

	MILLS
COUNTY LESS SPECIAL LEVIES	97.52
COUNTY FIRE	98.70
FLOWOOD RESERVOIR FIRE	106.52
FLOWOOD & RICHLAND DRAINAGE	102.27
COUNTY DRAINAGE	103.45
CLEARY, LAKE HARBOR, ROBINHOOD FIRE	102.70
RESERVOIR FIRE DIST.	107.70
EVERGREEN, STAR, SOUTHWEST FIRE DIST.	100.70
FIVE (V) LAKES WATER & SEWER	106.70
PEARL	41.74
PEARL DRAINAGE	46.49
FLORENCE SOUTHWEST FIRE DISTRICT	99.52
RICHLAND CLEARY FIRE	101.52
LANGFORD FIRE	100.70

Attachment: 2024-2025 TAX LEVY (20869 : Authority to Adopt and Publish the FY25 Tax Levy of 41.74 Mills Which)

MEMORANDUM OF AGREEMENT

STP-6968-00(001) LPA / 109716-701000
Overlay of Old US 49 Road from Cleary Road to Old Hwy 49
Richland, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the Rankin County Board of Supervisors (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

WHEREAS, the LPA intends to develop and construct a project that will overlay a portion of Old Hwy 49 from Cleary Road to Old Hwy 49; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately $1,131,900 in Project funds (70% federal funds and 30% local match) are available for the prosecution of the Project, and that the above mentioned awarded federal funds may be rescinded if they are not obligated on or before July 31, 2026, and that the above funds are subject to normal recissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA hereby agrees, contracts, covenants, and binds itself to the following responsibilities, duties, terms, and conditions:

1. The LPA shall immediately designate a full-time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of

Attachment: MOA with Mississippi Transportation Commission for Overlay of Old US 49 Road from Cleary Road to Old Hwy 49 (STP-6968-

the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and/or the original electronic files in a format that is compatible with MicroStation prior to MDOT acceptance. Please confer with the District LPA Engineer for preference. For projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation/ as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld by MDOT for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.

5. The LPA shall follow and abide by all applicable federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage being withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of federal funding from FHWA or any other source, or if any penalty is imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then the LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA

7. In compliance with State Law, the LPA shall timely pay all payments owed to contractors and consultants according to the terms of the respective contracts, and in all instances, payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

A. Payments to railroads, their consultants, or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the amount of available federal funds for the Project.

Attachment: MOA with Mississippi Transportation Commission for Overlay of Old US 49 Road from Cleary Road to Old Hwy 49 (STP-6968-

9. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings, other public events, and any other public information or media resources by notifying MDOT's Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the appropriate Transportation Commissioner, the Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts previously paid to the LPA by MDOT. MDOT's guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to the Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld, and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced as part of, or in conjunction with, this Project shall in no way obligate the Commission to any other terms

Attachment: MOA with Mississippi Transportation Commission for Overlay of Old US 49 Road from Cleary Road to Old Hwy 49 (STP-6968-

or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted and the provisions of paragraph 7 B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

Attachment: MOA with Mississippi Transportation Commission for Overlay of Old US 49 Road from Cleary Road to Old Hwy 49 (STP-6968-

7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, the MDOT LPA Project Development Manual, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors, or subcontractors to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the

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Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and/or other resources to address issues on the Project, then MDOT may charge time to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this Agreement with regard to notice, the following individuals are designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
President
Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042
Phone: (601) 825-1475
Fax: (601) 825-9600

For Technical Matters:

COMMISSION:
District LPA Engineer – District 5
MDOT
P.O. Box 90
Newton, MS 39345-0090
Phone: (601) 683-3341
Fax: (601) 683-7030

LPA:
County Administrator
Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042
Phone: (601) 825-1475

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer

Attachment: MOA with Mississippi Transportation Commission for Overlay of Old US 49 Road from Cleary Road to Old Hwy 49 (STP-6968-

or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, or omissions of the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 16 day of September, 2024.

Rankin County Board of Supervisors

Steve Gaines

Steve Gaines, President

Attested:

Clerk

CHANCERY CLERK
RANKIN COUNTY, MS

So agreed this the _____ day of _____, 20___.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

_____
Brad White, Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

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