Thursday, April, 3, 2025	9:00 AM	Rankin Board Room

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 April 3, 2025 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Steve Gaines	Supervisor District 4	Present	
Brad Calhoun	Supervisor District 3	Present	
Sid Scarbrough	President	Present	
Scott Berry	Vice President	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 COMMENT

None

VI. CRAIG SLAY, BOARD ATTORNEY

A. Adoption of Resolution requested by the Mississippi Association of Supervisors indicating Rankin County Board of Supervisors' support for a continuation of the federal tax-exempt status for municipal bonds

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

B. Authority of Board President to execute purchase and sale agreement with The Pinelands, LLC, to acquire Parcels 35 and 36 containing approximately two acres, more or less, said property to be used for authorized purposes pursuant to Miss. Code Ann. Section 19-7-1(1), et seq. and any other purpose allowed by law

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Scott Berry, Vice President
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Discussion of cost estimate for activities associated with county-owned properties

D. Motion to add "Authority to publish notice for bids on two county-owned properties, one property located on Marquette Road, and the other property being located in downtown Florence, for removal of structures on both sites in accordance with state and federal law" to the agenda

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Sid Scarbrough, President
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

E. Authority to publish notice for bids on two county-owned properties, one property located on Marquette Road, and the other property being in downtown Florence, for removal of structures on both sites in accordance with state and federal law

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sid Scarbrough, President
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

VII. KEITH HICKS, COUNTY ADMINISTRATOR

A. Approval to accept MDEQ Grant-SW1472, Local Government Solid Waste Assistance Program, in the amount of $33,125.71 and authority for the President to execute documents

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Authority to advertise Bid Notice for Outdoor Inclement Weather Warning Sirens on April 9, April 16, and April 23, 2025

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Berry, Vice President
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Review of agendas for April 7, 2025

D. Motion to add "Authority of a budget amendment for the Board of Supervisor's Office, to account for additional dead fall clearing activity, increase to be provided from the general fund" to the agenda

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sid Scarbrough, President
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

E. Authority of a budget amendment for the Board of Supervisor's Office, to account for additional dead fall clearing activity, increase to be provided from the general fund

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sid Scarbrough, President
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

VIII. EXECUTIVE SESSION

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Scott Berry, Vice President
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Motion to go into Executive Session

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Scott Berry, Vice President
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Motion to come out of Executive Session

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Scott Berry, Vice President
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

D. Outcome of Executive Session

No action taken

IX. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Motion to add the following to the agenda:
1. Acceptance of landowner counteroffer for Parcel 26
2. Approval of recommendation of condemnation for Parcel 002 & Parcel 012

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sid Scarbrough, President
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

B. Acceptance of landowner counteroffer for Parcel 26 in the total amount of $160,000, this includes an administrative adjustment of $100,000, this will allow the county to acquire the entire Parcel 26

as it has been declared a non-economic remnant and authority to issue check

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Sid Scarbrough, President
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

C. Authority for Board Attorney to receive recommendation of condemnation of two parcels, Parcel 002 and Parcel 012 for the Florence-Byram Parkway Project

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

X. Motion to Adjourn

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Gaines, Calhoun, Scarbrough, Berry, Bishop

This the 3rd Day of April, 2025

CHANCERY CLERK RANKIN COUNTY, MS

SID SCARBROUGH, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

MARK S. SCARBOROUGH , CLERK OF THE BOARD

RESOLUTION OF THE RANKIN COUNTY BOARD OF SUPERVISORS SUPPORTING TAX-EXEMPT BONDS

WHEREAS, the tax-exempt municipal bond market is a critical and widely used source of capital for state and local governments, including counties, financing a tremendous share of our nation's public infrastructure; and

WHEREAS, state and local governments invest significantly more in infrastructure than the federal government – roughly 75% of public infrastructure funding (about 2.5 times the federal contribution) – largely by issuing tax-exempt bonds; and

WHEREAS, the tax exemption for municipal bond interest, a fundamental feature of the federal tax code since 1913, has been crucial for counties to affordably finance critical infrastructure projects over the past century; and

WHEREAS, this tax-exempt status allows investors to accept lower interest rates, thereby making borrowing far more cost-effective for local governments and saving costs for taxpayers. Indeed, studies indicate that for every $1 of federal tax revenue foregone through the municipal bond exemption, state and local borrowers save over $2 in interest costs; and

WHEREAS, Rankin County has issued tax-exempt bonds in the past to fund essential infrastructure projects such as roads, bridges, water and sewer systems, utilities, broadband expansion, and public facilities, which are vital to the safety, health, and economic well-being of our community; and

WHEREAS, unavailability of tax-exempt financing would increase the cost of borrowing for these critical projects, likely necessitating postponement or cancellation of essential infrastructure improvements or forcing increases in local taxes and fees to cover the higher interest costs – an undue burden on our taxpayers; and

WHEREAS, national analyses project that eliminating the tax-exempt status of municipal bonds would raise borrowing costs for state and local governments by hundreds of billions of dollars (approximately $823 billion between 2026 and 2035), a massive cost ultimately borne by taxpayers and equating to an estimated $6,500 in added burden per American household over the next decade; and

WHEREAS, the Board finds that preserving the tax-exempt status of municipal bonds is essential for sustaining infrastructure investment, economic development, and fiscal stability in the County, ensuring that we can continue to meet public needs without imposing undue financial strain on our citizens;

NOW, THEREFORE, BE IT RESOLVED by the Rankin County Board of Supervisors that it supports the preservation of the federal tax exemption for municipal bonds. The Board hereby urges the Mississippi Congressional Delegation to oppose any federal legislation or policy changes that would eliminate or limit the tax-exempt status of municipal bonds, and to take all actions necessary to ensure this vital financing tool remains protected for the benefit of our county and communities across the nation.

BE IT FURTHER RESOLVED, that the Board Attorney is hereby authorized to send a letter to our Mississippi Congressional Delegation on behalf of the County indicating our support of the federal tax exemption for municipal bonds. Copies of this resolution may also be furnished to members of the Mississippi Congressional Delegation and any other relevant legislative leaders.

SO RESOLVED and ADOPTED this the 3 day of April, 2025.

RANKIN COUNTY BOARD OF SUPERVISORS

BOARD PRESIDENT

ATTEST:

CLERK OF THE BOARD

CHANCERY CLERK RANKIN COUNTY, MS

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is by and between **The Pinelands, LLC**, a Mississippi limited liability company, (hereinafter referred to at times as "Seller"), whose address is 242 Market Street, Flowood, Mississippi 39232, and **Rankin County, Mississippi** (hereinafter referred to at times as "Buyer"), whose address is c/o Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, MS 39042, and shall be effective as of the Effective Date set forth below.

For and in consideration of the respective agreements, covenants, and obligations expressed herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned Seller and Buyer do hereby agree as follows:

1. Premises. Subject to the terms and conditions of this Agreement described hereafter, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, Parcel 35 (containing approximately 1.02 acres of real property) and Parcel 36 (containing approximately 0.88 acres of real property) situated on East Pineview Drive in Flowood, Mississippi, and being generally depicted on the attached Exhibit "A" (said real property hereinafter referred to at times as the "Premises"). The exact description and plat of the Premises shall be determined by a survey to be prepared as set forth below.

2. Purchase Price. The Purchase Price shall be calculated at the rate of Five U.S. Dollars ($5.00) per square foot, being a total of approximately Four Hundred Thirteen Thousand Eight Hundred and Twenty U.S. Dollars ($413,820.00).

3. Earnest Money. Within five (5) business days from the Effective Date of this Agreement, Buyer shall deposit with Seller or Seller's designated agent the sum of Ten Thousand U.S. Dollars ($10,000.00) (the "Earnest Money"). The Earnest Money shall be held in escrow and applied for Buyer's benefit and credited against the Purchase Price at Closing or as otherwise provided for by terms of this Agreement. The Escrow Agent shall make disbursements of the Earnest Money in accordance with the terms of this Agreement and in reliance upon written directions of Buyer and Seller. In the event a dispute arises with respect to the distribution of any funds held, either party hereto or Escrow Agent may apply to the Chancery Court of Rankin County, Mississippi, for an order determining the party to whom such Earnest Money shall be paid. All costs of such proceedings together with all reasonable attorney's fees and costs incurred by Escrow Agent in connection therewith shall be paid by the unsuccessful party to such proceeding.

4. Due Diligence Period. Buyer shall have a period of time commencing on the date this Agreement is signed by both Parties and ending on December 31, 2025, in which to perform all matters of due diligence which Buyer chooses to perform (the "Due Diligence Period"). Buyer may terminate this Agreement for any reason prior to the expiration of the Due Diligence Period without penalty and receive a full refund of the Earnest Money.

During the Due Diligence Period and any extension thereof, Buyer's evaluations may include, but shall not be limited to: review and approval of a current commitment for title insurance and survey of the Property; satisfaction with the results of inspections of the Property's physical condition; satisfaction with the Property's suitability for Buyer's intended use based on all municipal and life safety codes, zoning, and utility availability; and satisfaction that the Property does not contain and is not affected by any contaminants, pollutants or hazardous substances, including Buyer's satisfactory review and approval, in its sole discretion, of the present and past environmental condition of the Property. Buyer and its employees, agents and contractors shall have the right to access the Property at all reasonable times to perform site inspections of the Property and any other additional tests, including surveys and environmental testing, as may be required by Buyer, all of which shall be at Buyer's sole cost. Buyer agrees that in the event Buyer does not consummate the transaction to purchase the Premises, Buyer will be responsible to Seller for any and all material damage caused to the Premises by Buyer, its agents, employees and/or contractors.

5. Title. Seller shall deliver fee simple marketable and insurable title, free and clear of all restrictions, liens or other encumbrances, except those that are approved by Buyer in its sole discretion. Buyer, at Buyer's option and sole expense, may procure from a title company a Commitment for Title Insurance covering the Premises. Buyer shall give Seller written notice (the "Title Notice") not later than thirty (30) calendar days prior to Closing, whether such title is or is not acceptable to Buyer. In the event that the condition of title is not acceptable, Buyer shall state in the Title Notice which exceptions to the title insurance commitment are unacceptable. Upon receipt of the Title Notice, Seller, at its sole discretion, may take such action as it deems fit to eliminate all unacceptable matters; provided that Seller shall not have any obligation to incur any expense in remediation of the defects except in connection with the satisfaction of mortgages, liens or judgments against the Premises. In the event Buyer does not waive an objection set forth in the Title Commitment and if Seller is unwilling to eliminate the matters objected to within thirty (30) calendar days after receipt of the Title Notice, Buyer may, at its option either (i) accept title to the Premises, in which event said objection(s) shall be deemed waived for all purposes, or (ii) terminate this Agreement and receive a full refund of the Earnest Money.

6. Survey and Platting of Lot. Seller will cause the Premises to be surveyed. A copy of the survey shall be provided to Buyer for Buyer's review and approval. Upon approval of the survey by Buyer, Seller shall cause the Premises to be subdivided from Seller's remaining property and platted as a separate legal lots. Seller will seek approval of the plat by the City of Flowood and, upon such approval, have the plat filed among the public land records in the office of the Chancery Clerk of Rankin County, Mississippi, prior to the Closing. The legal description of the Premises in the Warranty Deed will be the lot description as set forth on the Plat. The costs of the survey shall be split equally between Seller and Buyer.

7. Conditions Precedent. The transaction shall be contingent upon following conditions being met:

a. Buyer and Seller approving the survey of the Premises;
b. Seller allowing Buyer and its agents to conduct inspections of the Premises; and
c. Buyer satisfying itself that the Premises are suitable for its desired use.

8. Closing. The Closing hereunder may take place remotely via electronic delivery and physical delivery of such original documentation of the documents as required under this Agreement, and such other deliverables, if any, as required to accomplish the transactions contemplated under this Agreement, or at such place as may be agreed upon by Buyer and Seller. The Closing shall be held on or before January 31, 2026, unless otherwise agreed in writing by Buyer and Seller (the "Closing" and the "Closing Date"). The actual date and hour of Closing shall be as designated by mutual agreement of Buyer and Seller.

9. Seller Deliveries at Closing. At Closing, Seller shall deliver the following:

a. Seller shall deliver to Buyer a Warranty Deed free and clear of all encumbrances, with only the following "Permitted Exceptions":

i. easements of record which affect the Premises;

ii. P.I.D. pertaining to the Premises;

iii. covenants of record which affect the Premises;

iv. zoning and subdivision regulations and ordinances of the City of Flowood and/or Rankin County, Mississippi;

v. exception of any outstanding oil, gas and mineral rights;

vi. ad valorem taxes, P.I.D. assessments and other assessments for the year of closing, which are not then due and payable; and

vii. matters of record set forth in the Title Commitment which are accepted by Buyer;

b. Appropriate discharges and releases for any liens encumbering the Premises; and

c. Seller shall deliver exclusive possession of the Premises to Buyer at closing free of all occupants and tenancies.

10. Buyer Deliveries at Closing. At Closing, Buyer shall deliver to Seller the Purchase Price and Buyer's share of the closing costs, survey costs, and prorata share of ad valorem taxes, P.I.D. assessments and other assessments for the year of closing (which are not then due and payable). Said fund shall be paid by Federal Reserve wire transfer, certified funds or in such other form as may be approved by Seller.

11. Payment of Purchase Price. After deducting the following costs, the Purchase Price shall be paid over to Seller at Closing:

a. any broker commissions owed by Seller;

b. Seller's prorata share of the Closing Costs; and

c. payoff of all liens and encumbrances against the Premises.

12. Ad Valorem Taxes, P.I.D. and Other Assessments. All ad valorem taxes, P.I.D. and other assessments against the Premises for the year of closing shall be prorated between Seller and Buyer as of the Closing Date. The Premises are a portion of a larger parcel of land owned by Seller. The Rankin County Tax Assessor is unable to separately assess the Premises until the calendar year following the year of closing. At Closing, the estimated amount of Buyer's prorata share of ad valorem taxes, P.I.D. and other assessments against the Premises for the year of closing shall be paid to Seller. Seller agrees to timely pay all ad valorem taxes, P.I.D. and other assessments against the Premises for the year of closing when due.

13. Closing Costs. Buyer shall pay for recording the Warranty Deed, any title search and title insurance fees and one-half (1/2) of the costs of the survey. Seller shall pay one-half (1/2) of the costs of the survey. Real estate ad valorem taxes and Public Improvement District assessments and any other assessments against the Premises for the year of closing shall be prorated between Buyer and Seller at Closing, effective as of the date of Closing. All other customary closing costs shall be paid in equal shares by Buyer and Seller, provided, however, no costs relating to the financing of the transaction (such as mortgagee's title insurance premiums, financing points, financing document preparation fees, etc.) shall be considered as a part of customary closing costs. Buyer and Seller shall each pay their own attorneys' fees.

14. Public Improvement District. The Premises are part of a Public Improvement District ("P.I.D.") which is taxed by the P.I.D. Board. Buyer understands and accepts that Buyer will be liable for any and all P.I.D. taxes and assessment against the Premises from and after the date of Closing. Buyer specifically releases Seller from any and all liability regarding P.I.D. taxes/assessments against the Premises subsequent to the year of closing.

15. Construction Requirements. Buyer agrees that it will obtain the necessary building permits from the City of Flowood and that all construction on the Premises will comply with the zoning and building ordinances of the City of Flowood. Buyer agrees to construct a concrete (or equivalent) public sidewalk at least five (5) feet in width running on the South side of the Premises along East Pineview Drive in accordance with such guidelines and requirements as may be provided by the City of Flowood.

16. Architectural Review. So long as Seller owns any property adjacent and contiguous to the Premises, no building, fence, wall or other structure shall be commenced, directed, placed, altered or maintained on the Premises, nor shall any exterior addition or alterations be made thereto, until the proposed plans and specifications and the site plans have been approved in writing by Seller. Prior to construction or alteration of a building or any improvements on the Premises, Buyer shall submit to Seller a copy of site plans and specifications for the building or alteration (hereinafter referred to as the "Plans"). The Plans shall show the following:

a. All lot line dimensions;

b. Building setback, sideline, and rear yard distance. Location of off-street parking areas with dimensions showing parking spaces, access, drives, traffic circulation, and the location and description of any lighting in connection with the parking area. This includes the location and dimensions of all loading and unloading docks and area;

c. Types of surfaces, paving and curbing;

d. Storm drainage engineering plans and means of disposal of storm water;

e. All landscaping, fences, walls, or similar facilities to be constructed;

f. The specific types of materials to be used in construction; and

g. A construction time table or schedule, including anticipated completion date.

Within fifteen (15) business days after receipt of the Plans, Seller shall either approve or disapprove of all or any portion of the Plans. Written notice of such decision shall be given to Buyer and such notice, if applicable, shall specify the reasons for any disapproval. If Seller fails to provide to Buyer its decision of disapproval of the Plans within said time period, then it shall be deemed that Seller has approved the Plans. This Architectural Review requirement shall automatically cease and terminate at such time as Seller no longer owns any land adjacent or contiguous to the Premises.

17. Landscape Buffer. The Northern side of the Premises border on ponds currently owned and managed by Pinelands Pond Management Association, Inc. In order to enhance the aesthetics of said ponds and the mostly obscure the view of buildings and improvement on the Premises from the Gardens of Manship subdivision, Buyer agrees that in connection with any construction on the Premises it will landscape and neatly maintain a twenty-five (25) foot wide strip of land along the Northern said of the Premises as shown on Exhibit "A" (hereinafter referred to as the "Landscape Buffer"). The landscaping of the Landscape Buffer shall consist primarily of evergreen or densely-branching deciduous trees and shrubs placed to form a continuous all-season screen at least six feet (6') tall within three (3) years of planting. Trees and shrubs planted on the Landscape Buffer may be offset or staggered, rather than in a single line. Other deciduous trees and shrubs may be incorporated into the Landscape Buffer for seasonal interest, provided the screening function of the landscaping is not compromised. Trees and shrubs shall be spaced so that they will touch or overlap at mature size. The landscaping plan of the Landscape Buffer shall be submitted to Seller for approval prior to construction on the Premises.

18. Stormwater Detention Ponds. The Premises are subject to an Amended Declaration of Covenants, Conditions and Restrictions for Pinelands Pond Management Association, Inc. recorded in Book 2021, beginning at Page 29300, among the land records in the office of the Chancery Clerk of Rankin County, Mississippi. A copy of the Bylaws of Pinelands Pond Management Association, Inc. and the Unanimous Consent to Action by the Incorporators and Members of Pinelands Pond Management Association, Inc. shall be provided by Seller to Buyer upon request. Upon purchase of the Premises, Buyer will become a Member of Pinelands Pond Management Association, Inc., a non-profit Mississippi corporation established for the purpose of acquiring, owning, holding, improving, maintaining, repairing and managing the stormwater detention ponds for the benefit of the owners of the land that drains stormwater into the stormwater detention ponds. Buyer agrees to pay all assessments by the association made against the Premises subsequent to Closing in accordance with said instruments.

Buyer agrees to abide by the City of Flowood and Mississippi Department of Environmental Quality ("MDEQ") development regulations so as to not impair or negatively impact the offsite down gradient drainage system and stormwater detention ponds. Buyer shall implement commercially reasonable controls as needed to prevent erosion and adverse impacts to the stormwater detention ponds.

19. Storm Water Pollution Prevention Plan. Seller has filed a Storm Water Pollution Prevention Plan for construction activities (the "SWPPP") with the Office of Pollution Control of MDEQ and has obtained a general permit coverage for the commercial development of a larger common plan for development or sale, which includes the Premises. Purchaser agrees that prior to commencement of construction on the Premises, it will submit to Seller and MDEQ a Construction Notice of Intent , a Prime Contractor Certification and a small construction SWPPP and that Purchaser will obtain permit coverage of the Premises under Purchaser's name. Purchaser agrees that it will be solely responsible for ensuring compliance with all of the rules and regulations of MDEQ pertaining to the construction on the Premises and agrees to fully indemnify and hold

Seller, its officers, agents and employees harmless from any and all liability and costs pertaining to MDEQ's rules and regulations relating to any construction by Purchaser on the Premises. Upon completion of construction, Purchaser agrees to promptly submit to MDEQ a Request for Termination of Coverage form and provide to Seller with a copy of the letter from MDEQ stating the permit has been terminated.

20. Representations by Seller. Seller represents to Buyer the following:

a. Seller is the sole owner of the Premises and has full authority to enter into this Agreement and to sign all documents necessary to sell the Premises;

b. The person executing this Agreement on behalf of Seller has been duly authorized to execute this Agreement for and on behalf of Seller;

c. Seller knows of no action, actual, or threatened or contemplated, for condemnation of the Premises or of any other proceeding affecting the Premises or any portion thereof, nor is there any other pending or threatened proceeding that would adversely affect the Premises;

d. Seller knows of no violations of law, rules, or regulations and of any uncured notices which have been served by any federal, state, or local government or subdivision or agency thereof for any violations or alleged violations of law, rules or regulations which would adversely affect the Premises;

e. Neither Seller nor anyone known to Seller, has ever used any portion of the Premises for the handling, treatment, storage, or disposal of any hazardous or toxic substance as defined under any applicable state or federal laws, including, without limitation, Section 101(14) of the Comprehensive Environmental Recovery Compensation and Liability Act, as amended 42 U.S.C. § 9601(14);

f. Seller has received no written notice of any violation of any federal, state, county or municipal law, ordinance, regulation or requirement of any kind or nature whatsoever affecting the Premises or any portion thereof and, to the knowledge of Seller, there is no proceeding or investigation pending or threatened with respect thereto;

g. Other than Seller, there are no parties in possession of any portion of the Premises as lessees, tenants at sufferance or trespassers, nor are there any parties who may have or may claim to have any possessory rights to any portion of the Premises;

h. Seller holds good and marketable fee simple title to the Premises and has full unrestricted authority to enter into this Agreement and to sell and convey the Premises;

i. The execution and delivery of this Agreement, performance hereunder, and the consummation of the transactions herein contemplated, do not and will not, immediately or with the passage of time, result in the breach of, constitute a default or violation under, or accelerate any obligation under any agreement or other instrument to which Seller is a party or by which Seller is bound, so as to give or create any rights in third parties with respect to the Premises;

j. This Agreement and the transactions contemplated herein are or will be, upon execution and delivery thereof, a legal, valid and binding obligation of Seller;

k. Seller has not granted any option to purchase the Premises or any right of first refusal or right of first offer to purchase the Premises;

l. No brokerage commissions are due for any leases, or any renewal or extensions thereof, concerning the Premises;

m. No underground storage tanks are located on the Premises; and

n. Seller is not a "foreign person" within the meaning of 26 U.S.C. section 1445.

The representations and warranties of Seller set forth in this Section are true, complete, and correct, as of the date hereof, and shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if first made at that time. The representations and warranties of Seller set forth in this Section shall expressly survive the Closing and will not be affected by any investigation, verification or approval by any party or anyone on behalf of any party to this Agreement.

21. Representations by Buyer. Buyer represents to Seller the following:

a. Buyer has full statutory authority to enter into this Agreement and to sign all documents necessary to purchase the Premises;

b. The person executing this Agreement on behalf of Buyer has been duly authorized to execute this Agreement for and on behalf of Buyer;

c. The execution and delivery of this Agreement, performance hereunder, and the consummation of the transactions herein contemplated, do not and will not, immediately or with the passage of time, result in the breach of, constitute a default or violation under, or accelerate any obligation under any agreement or other instrument to which Buyer is a party or by which Buyer is bound, so as to give or create any rights in third parties with respect to the Premises;

d. Buyer is not a "foreign person" within the meaning of 26 U.S.C. Section 1445; and

e. This Agreement and the transactions contemplated herein are or will be, upon execution and delivery thereof, a legal, valid and binding obligation of Buyer.

The representations and warranties of Buyer set forth in this Section are true, complete, and correct, as of the date hereof, and shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if first made at that time. The representations and warranties of Buyer set forth in this Section shall expressly survive the Closing and will not be affected by any investigation, verification or approval by any party or anyone on behalf of any party to this Agreement.

22. Notices. All notices, demands, requests, directions and other communications (collectively, "Notices") required or expressly authorized to be made by this Agreement must be written and addressed to Buyer, Seller, or Escrow Agent, as the case may be, at the addresses set forth above or to such other address or email address as such person shall have designated to each of the other persons in writing. Notices may be sent by hand delivery; by prepaid overnight delivery service; or by certified or registered mail, return receipt requested or priority overnight mail, postage prepaid. Notices so given shall be deemed given and effective upon actual receipt. All notices will be addressed as follows and any address for notice may be changed by written notice so given:

If to Seller:	The Pinelands, LLC Attn: Justin Mahfouz 242 Market Street Flowood, Mississippi 39232 Phone: 601-987-4910 e-mail: justin@rhino.ms	The Pinelands, LLC Attn: Stan Martin 242 Market Street Flowood, Mississippi 39232 Phone: 601-987-4910 e-mail:smartin@signaloilandgas.com

If to Purchaser: Rankin County, Mississippi
Attn: Keith Hicks, County Administrator
211 East Government Street, Suite A
Brandon, MS 39042
Phone: 601-825-1475
e-mail: khicks@rankincounty.org

If to Escrow Agent: ____________________________
Attn: ________________________
____
____
Phone:______________________
e-mail: _____________________

23. Confidentiality. Except as may be required by Mississippi law or court order, neither Seller nor Buyer, their respective principals, agents, and affiliates shall disclose any information regarding this transaction, including without limitation, the terms and provisions of this Agreement, the negotiations relating hereto, the letter of intent previously executed by the parties and any related agreements, the Purchase Price or the terms of the sale contemplated hereby, except to their respective employees, contractors, accountants, attorneys, lenders, franchisors and advisors. Neither Seller nor Buyer shall make any press release or public statement prior to Closing concerning the transaction without the prior written consent of the other party. Buyer may disclose material terms which are necessary or required to be disclosed in connection with its due diligence investigations and development approvals and by applicable law and rules of any exchange applicable to Buyer or its affiliates. Furthermore, the Parties hereto reserve the right to share information regarding this Agreement with their Members and/or Board of Managers in order to obtain approval for execution of the Agreement. The terms of this Section shall survive termination or expiration of this Agreement.

24. Amendment. This Agreement may not be amended except by written agreement executed by Buyer and Seller.

25. Assignment. This Agreement may be assigned by either Party without the necessity of obtaining the consent of the other Party hereto.

26. Default. Unless otherwise provided for herein, if Buyer fails to comply with the terms and conditions of this Agreement and fails to close in accordance herewith, as Seller's sole and exclusive remedy, Seller may terminate this Agreement and retain as liquidated damages the Earnest Money. Unless otherwise provided herein, if Seller fails to comply with the terms and conditions of this Agreement and fails to close in accordance herewith, as Buyer's sole and exclusive remedy, Buyer may terminate this Agreement and receive a full refund of the Earnest Money.

27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The Chancery Court of Rankin County, Mississippi, shall have original, exclusive, and sole jurisdiction and venue of any dispute arising from this

Agreement or transaction. Buyer and Seller hereby waive their rights to trial by jury and consent to any action arising pursuant hereto to be heard by bench trial. The consent to jurisdiction and venue and waiver of jury trial are material inducements to Buyer and Seller to enter into this Agreement. In the event it becomes necessary for either party to initiate litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to payment of reasonable attorney's fees and other costs incurred in connection with such litigation.

28. Merger. This Agreement supersedes all prior Agreements and understandings between the Parties hereto relating to the subject matter hereof. Both parties to this Agreement agree to all of the terms set out herein and acknowledge that this Agreement contains their entire agreement and is binding upon the successors and assigns of both parties hereto. Neither party may rely on any prior representations or warranties not contained herein.

29. Time is of the Essence. Time is of the essence of this Agreement. In the event any notice date, time period or timeframe set forth herein expires on a Saturday, Sunday or federal holiday, such time period shall automatically be extended to the next day which is not a Saturday, Sunday or federal holiday.

30. Indemnifications. Seller indemnifies and agrees to defend and hold harmless Buyer and its successors and assigns from and against any and all claims, expenses, costs, damages, losses and liabilities (including reasonable attorney's fees) that may be asserted against or suffered by Buyer or the Premises, or any part thereof, whether before or after the date of Closing, as a result of, on account of or arising from (a) any breach of any covenant, representation, warranty or agreement on the part of Seller to Buyer made herein or in any instrument or document delivered pursuant to this Agreement, (b) any obligation, claim, suit, liability, contract, agreement, debt or encumbrance (other than the permitted exceptions) created, arising or accruing prior to the date of Closing relating to the Premises, (c) Seller's performance or lack thereof under this Agreement, and (d) Seller's, and each of its employees, agents, contractors, officers, successors or assigns' negligence, intentional misconduct or violation of law. Only to the extent permitted by Mississippi law, Buyer hereby indemnifies and agrees to defend and hold harmless Seller and its successors and assigns from and against any and all claims, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees) that may at any time be asserted against or suffered by Seller or the Premises, or any part thereof, after the date of Closing, as a result, on account of, or arising from any breach of (a) any covenant, representation, warranty or agreement on the part of Buyer to Seller made pursuant to this Agreement, (b) Buyer's performance or lack thereof under this Agreement, and (c) Buyer's, and each of its employees, agents, contractors, officers, successors or assigns' negligence, intentional misconduct or violation of law. For the avoidance of any doubt, Buyer shall not be required to indemnify Seller under this Section if Buyer elects not to close this sale for any reason permitted under this Agreement. The terms of this Section shall survive termination or expiration of this Agreement.

31. Construction of Agreement. No provision of this Agreement shall be construed by any Court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provision. If any portion of any of the provisions of this Agreement shall be declared invalid by a Court, then the performance of said offending provision shall be excused by the parties hereto; provided, however, that if the performance of such excused

provision materially affects any provision of this transaction, then the party hereto for whose benefit such excused provision was inserted in this Agreement shall have the right, exercisable by written notice given the other party within ten (10) calendar days after such provision is so declared invalid, to terminate this Agreement.

32. Broker Commissions. Each party shall be responsible for paying its own brokerage commissions, if any.

33. Execution of Agreement. This Agreement may be executed in any number of counterparts, and via facsimile or "pdf" or other electronic means, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Buyer and Seller have hereunto set their hands on the date(s) set forth below their respective signatures, but this Agreement shall be effective for all purposes as of April 3, 2025 (referred to herein as the "Effective Date"). Buyer and Seller agree that each signed copy of this Agreement shall be considered as an original for all purposes whatsoever.

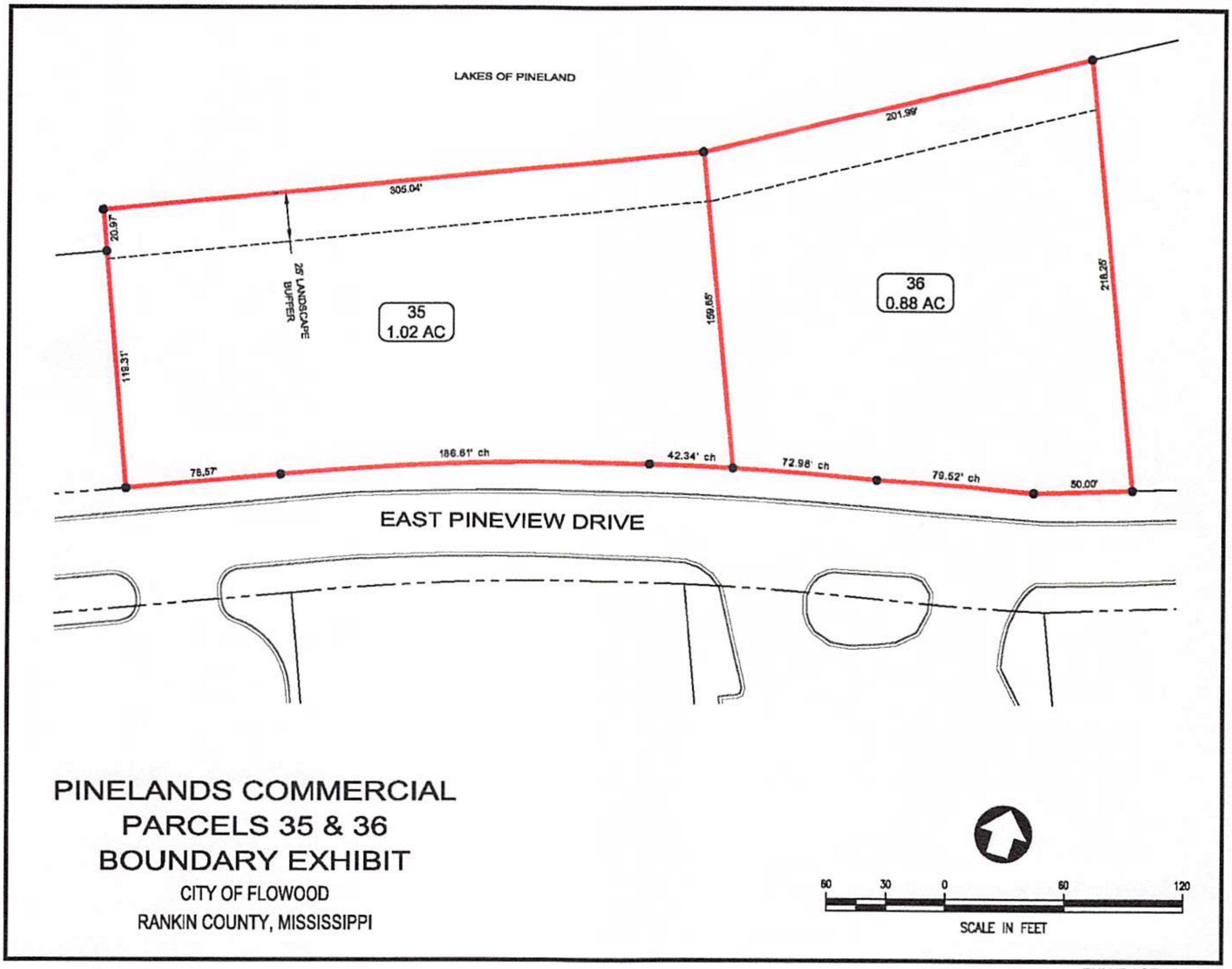
SELLER: **The Pinelands, LLC**, a Mississippi limited liability company

By: ______________________________
Justin Mahfouz, Manager
________________, 2025

BUYER: **Rankin County, Mississippi, by and through Rankin County Board of Supervisors**

By: ______________________________
Name: Sid Scarbrough
Title: Board President
April 3, 2025

EXHIBIT "A"



PNLND-LOT-35-36-001

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

March 20, 2025

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

Dear Mr. Scarbrough:

Our Department has completed a favorable review of the solid waste assistance grant application for non-competitive funds submitted on behalf of the Rankin County Board of Supervisors. Based on this review, the County's grant request in the amount of **$33,125.71** has been preliminarily approved, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include conditions for the *"Rankin County Collection Program"* proposed by the County.

The formal grant agreement has been attached for the County's review and signature. **Please have your Board President sign the agreement and return it within 15 days of signature to Ms. Erika Andrews in our Contracts Department**. Please contact my office at (601) 961-5250 if you have any questions concerning your grant award.

Sincerely,

Kim L. Grant

Kim L. Grant, Grants Coordinator
Grants/Management Support Branch
Waste Division

Enclosures

OFFICE OF POLLUTION CONTROL
POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.mdeq.ms.gov
Facebook: @mdeq.ms • Twitter: @MDEQ • Instagram: @MDEQ
AN EQUAL OPPORTUNITY EMPLOYER

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		**ASSISTANCE ID NO.** SW1472 **DATE OF STAFF APPROVAL** 03/20/2025	
AGREEMENT TYPE		**RECIPIENT TYPE** COUNTY	
Cooperative Agreement			
Grant Agreement	X	**TAX ID NO.**	
Assistance Amendment			
RECIPIENT RANKIN COUNTY BOARD OF SUPERVISORS 211 EAST GOVERNMENT STREET, SUITE A BRANDON, MISSISSIPPI 39042		**PROJECT MANAGER** SID SCARBROUGH PRESIDENT	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261		**PROJECT MANAGER** KIM L. GRANT, GRANTS COORDINATOR GRANTS/MANAGEMENT SUPPORT BRANCH	
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		**STATUTORY AUTHORITY** SECTION 17-17-65, MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION RANKIN COUNTY COLLECTION PROGRAM			
PROJECT LOCATION **CITY** **COUNTY** RANKIN **STATE** MS		**PROJECT PERIOD** The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than **DECEMBER 31, 2027.** **TOTAL PROJECT COST** **$33,125.71**	

FUNDS	**Former Award**	**This Action**	**Amended Total**
MDEQ Amount This Action (4049)		$33,125.71	
Recipient Contribution			
Other Contribution			
Total Project Funds		$33,125.71	
APPROVED BUDGET			
Personnel			
Educational Materials		$ 1,000.00	
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other		$32,125.71	
Total Charges		$33,125.71	

METHOD OF PAYMENT	
Advance	
Reimbursement	X

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)

1. **Method of Payment**

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. **Grant Administration Costs**

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. **Unauthorized Dump Clean-Up Projects**

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

In addition, where the Recipient is seeking the reimbursement of equipment expenses used in the clean-up activities of an unauthorized dump(s), the Recipient shall develop its request for reimbursement utilizing the established equipment rates of the most recently released version of the FEMA Schedule of Equipment Rates, (unless another alternative rate or schedule is approved by MDEQ). All equipment and personnel expenses involved in the unauthorized dump clean-up activities and requested for reimbursement shall be commensurate with the size, location and types of wastes encountered in the clean-up of the dump.

4. **Solid Waste Enforcement Officer Projects**

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);

b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. **Household Hazardous Waste Collection Project (HHW)**

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

a) Description of the public notification efforts for the event;

b) Amounts of waste collected, by type;

c) Cost summary;

d) Number of residents participating in the HHW collection day event.

e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. <u>Disposal of Wastes</u>

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The <u>preferred</u> method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, to a permitted rubbish landfill, to a hazardous waste management facility, or to another authorized waste management facility as appropriate. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. <u>Workplan</u>

   The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. <u>Expenditure Commitment</u>

   The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. <u>Financial Management</u>

   MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. <u>Audit: Access to Records</u>

   Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. <u>Method of Payment</u>

   Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.

B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.

B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.

B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.

C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.

E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Recipient's program.

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available.

B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.

C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension of termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and

2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. <u>Termination for Convenience</u>

This agreement may be terminated in whole or in part as follows:

A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or

B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. <u>Counterparts</u>

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

19. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **RANKIN COUNTY BOARD OF SUPERVISORS** for all approved costs incurred up to and not exceeding **$33,125.71** for the support of approved budget period effort described in application (**including** all application modifications) cited in this agreement for **RANKIN COUNTY COLLECTION PROGRAM.**

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

____________________________ ________________

Chris Wells Date

Executive Director

RANKIN COUNTY BOARD OF SUPERVISORS

Sid Scarbrough April 3, 2025

Authorized Signature Date

Sid Scarbrough

Typed/Printed Name

President, Rankin County Board of Supervisors

Title

ATTACHMENT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient ____________________ Grant Agreement No.______________

Address ____________________ Person preparing report:______________

____________________ Telephone number:______________

____________________ Request period: From_______To______

1. Amount of this payment request: $______________
2. Total amount of grant: $______________
3. Total prior payments approved: $______________
4. Total funds requested to date (*line 1 plus line 3*): $______________
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) $______________

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: $______________
7. Amount contributed by recipient to date: $______________
8. Balance to be contributed by recipient (*line 6 minus line 7*): $______________

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

____
Signature of Authorized Official

____
Typed Name and Title of Authorized Official

____
Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number **SW1472**

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **RANKIN COUNTY BOARD OF SUPERVISORS**, it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of $______________, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

RANKIN COUNTY BOARD OF SUPERVISORS

____
Authorized Signature

RANKIN COUNTY, MISSISSIPPI

BID NOTICE

OUTDOOR INCLEMENT WEATHER WARNING SIRENS

Issued By:
Rankin County Board of Supervisors
In Conjunction with the
Rankin County Emergency Operations Center

Deadline for Responses:	May 14, 2025, 4:00 P.M.
All Responses Must Be Delivered To:	Keith Hicks, County Administrator Rankin County Board of Supervisors 211 East Government Street, Suite A Brandon, MS 39042

TABLE OF CONTENTS

SECTION 1.0 - NOTICE TO BIDDERS

1.1 INTENT. It is the intent of the Rankin County Board of Supervisors to solicit bids from qualified vendors with an eye toward entering into a contract with the successful bidder for the purchase and installation of not to exceed forty-five (45) operational Inclement Weather Warning Siren(s).

1.2 SPECIFICATIONS. The specifications are as shown in Attachment 1. References to brand names, if any, are intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality and type thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from referenced brands, if any. Descriptive literature or manufacturer's specifications or any supplemental information necessary for comparison purposes submitted previously to Rankin County will not satisfy this requirement.

1.3 QUESTIONS OR INQUIRIES. Questions or inquiries concerning this invitation to bid should be addressed to Mr. Keith Hicks, County Administrator, Rankin County Board of Supervisors, khicks@rankincounty.org, telephone number (601) 825-1475. Persons, firms or corporations having any contact with representatives of Rankin County about this Bid Notice other than Mr. Keith Hicks shall forfeit their right to be considered as a successful bidder. No inquiries will be received and no response to inquiries will be made within twenty-four (24) hours of the deadline to receive responses to this Bid Notice.

SECTION 2.0 - INVITATION TO BID

2.1 Rankin County is soliciting sealed bids for the purchase and installation of not to exceed forty-five (45) operational Storm Warning Sirens in accordance with the specifications set forth as Attachment 1 and these bid documents which are on file at the Office of the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, Mississippi 39042.

2.2 BID OPENING. Bids received will be opened on May 15, 2025, at 9:00 a.m. in the Board Room of the Rankin County Board of Supervisors located at 211 East Government Street, Suite A, Brandon, MS 39042.

2.3 EXPIRATION PERIOD. No bid may be withdrawn for a period of ninety (90) days after the scheduled time for opening bids.

2.4 RIGHT TO REJECT OR WAIVE INFORMALITIES. Rankin County reserves the right and the sole discretion to reject any or all bids and to waive any informality or non-substantive error contained in any bid. The Rankin County Board of Supervisors reserves the sole discretion to determine the sufficiency of any bid received and the decision of the Board of Supervisors shall be FINAL.

SECTION 3.0 - INSTRUCTIONS TO BIDDERS

3.1 SEALED BID. All bids must be submitted in separate sealed envelopes addressed as follows and clearly marked on the outside of the sealed envelope "Bid Enclosed: Outdoor Inclement Weather Warning Siren":

KEITH HICKS, COUNTY ADMINISTRATOR
RANKIN COUNTY BOARD OF SUPERVISORS
211 EAST GOVERNMENT STREET, SUITE A
BRANDON, MS 39042

3.2 EXPIRATION PERIOD. All bids shall remain in force for ninety (90) days after the date of bid opening and may be accepted or rejected by Rankin County at any time prior to the expiration of this period.

3.3 BID FORMS. All bids shall be typewritten or in ink on the forms prepared by the County. All bids must be signed by a duly authorized representative of the company or corporation submitting the bid.

3.4 CORRECTIONS. All corrections or erasures shall be initialed by the person signing the bid or by an authorized representative.

3.5 AMEND OR WITHDRAW. Bids may be amended or withdrawn, in writing and in person, by an authorized representative of the company or corporation submitting the bid up to the scheduled opening time. No bid may be amended or withdrawn thereafter regardless of the circumstances. No bid may be withdrawn by email.

3.6 SPECIFICATIONS. The specifications are as shown in Attachment 1. References to brand names, if any, are intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality and type thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from referenced brands, if any. Descriptive literature or manufacturer's specifications or any supplemental information necessary for comparison purposes submitted previously to Rankin County will not satisfy this requirement.

3.7 INSPECTION. An inspection of each item referenced in the successful bid will be inspected by a representative of Rankin County upon delivery to ascertain compliance with the specifications. Any item found to be out of compliance with specifications will be rejected and the successful bidder shall undertake proper remedial measures are taken to assure compliance with each item bid.

3.8 RIGHT TO ACCEPT OR REJECT. Rankin County reserves the right to accept or reject any and all items covered in this bid notice, or portion(s) thereof, waive formalities, re-advertise and /or take such other steps deemed necessary and in the best interest of Rankin County in the sole discretion of the Rankin County Board of Supervisors.

3.9 DEMONSTRATION. Rankin County reserves the right to have demonstrated to its designated representatives satisfactory proof that the items bid are capable of performing as specified. And, if required in the sole discretion of Rankin County, to have said demonstration conducted before an award is made.

3.10 PROHIBITION ON PRICE INCREASE. Rankin County shall be protected against any increase above the price in the bid until all material covered by this bid have been delivered and installed.

3.11 BID PRICE. All bids which do not contain a firm, stated price for the items required will not be considered.

3.12 NO ESCALATOR CLAUSE. Any bid containing an "Escalator Clause" will not be considered.

3.13 WARRANTY. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the bid setting out the conditions of the warranty. A copy of the manufacturer's standard warranty shall be furnished. Rankin County shall not consider any bid where the stated manufacturer's warranty is less than eighty-four (84) months.

3.14 BID NOT SIGNED. Any bid not signed by an authorized representative will automatically be rejected.

3.15 CANCELLATION OF INVITATION TO BID. Rankin County reserves the right to cancel this bid invitation, with or without cause, prior to bid opening.

3.16 AWARD. An award may be made or contract entered into with the lowest and best qualified bidder whose items meet or exceed the specifications set forth herein. Rankin County reserves the right to determine the lowest and best qualified bidder on the basis of an individual item or group of items, whatever deemed necessary and in the best interests of Rankin County.

3.17 TAXES. All prices quoted shall be **inclusive** of any applicable federal and/or state taxes, including sales taxes that may be applicable.

SECTION 4.0 - NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each Bidder, and each person signing on behalf of a Bidder certifies, and, in the case of joint bid, each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

4.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor.

4.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly, to any other Bidder or to any competitor.

4.3 No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

4.4 Neither the bidder nor any representative of the bidder is a party to, or participated in, any agreement or collusion in restraint of competition with respect to the project bid herein.

WITNESS my signature this the _______ day of ___________________, 2025

____
NAME OF BIDDER

____
Authorized Signature

____
Printed Name of Authorized Signature

____
Title

Email Address:________________________

Telephone: ________________________

NON-COLLUSIVE BIDDING CERTIFICATION

I, the person who signed the above certification, do affirm under penalties of perjury that the statements hereinabove set forth are true in every respect and that, I am authorized to execute said certification in the name of the Bidder.

____

Signature

____

Date

____

Printed Name

SWORN to and subscribed before me this _________day of ________________2025,

____

NOTARY PUBLIC

My Commission Expires:

____

[Seal]

SECTION 5.0 - General Requirements:

All bids must include assurances that the following provision will be complied with 100%.

5.1 Federal Labor standards provisions, US Department of Labor, 29 CRF 5;
5.2 Section 3 of the Housing and Urban Development Act of 1974, as amended, 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in the substantial part by persons residing in the area of the project.
5.3 Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the ground s of race, color, natural origin, or sex, be excluded from participation in, be denied the benefits of or be subject to discrimination.
5.4 Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities.
5.5 Equal Opportunity Provisions – Executive order 11246, as amended which assures non-discrimination:
5.6 Minority Business Enterprise and Women Business Enterprise provisions which encourage minority owned businesses and women owned businesses to bid on the project.
5.7 Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the state where the project is located.

SECTION 6.0 - Specifications

6.1 PURPOSE. This bid is for the purchase and installation of not to exceed forty-five (45) operational Outdoor Inclement Weather Warning Sirens. The specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of the equipment that Rankin County is seeking to purchase. The bidder must submit documentation with the bid listing any exceptions to the specifications. It will be assumed that the bidder will fully comply with the minimum specifications if no exceptions are submitted. Failure to comply with this provision shall be cause for rejection of the bid.

6.2 GENERAL. The objective of this bid is to provide for the procurement of complete outdoor inclement weather warning sirens capable of providing the FEMA recommended alert level for <u>outdoor</u> warning in designated areas of Rankin County with locations determined in the sole discretion of the Rankin County Board of Supervisors. The sirens, once installed, will be capable of remote activation by technology and/or equipment deemed by the Rankin County Board of Supervisors, in its sole discretion, to be adequate. Any omission in the specifications of any item essential to the delivery of a fully operational system as described herein does not release, absolve or discharge the successful bidder from the obligation to furnish a fully operational system.

6.3 All prospective bidders will conduct any on-site survey or inspection of Rankin County which, in the discretion of any bidders, is necessary to determine the sizes and locations of all storm warning sirens specified in any bid documents. The locations for installation of any equipment specified herein shall be determined in the sole discretion of the Rankin County Board of Supervisors.

6.4 Rankin County requires installation of Omni-Directional, Non-Rotating sirens with Continuous Duty Motors, battery backup, and appropriate remote-location control as a system of this type will best serve the needs of the citizens of Rankin County. Bids deviating from this type should take specific exception and be clearly marked as such or risk disqualification.

6.5 All bids will include "turn-key" installation. Where applicable, certain locations may require installation of a 45'-55' class II wooden utility pole on which the sirens will be mounted; accordingly, it is required that all bids include separate pricing for a pole, as well as, all necessary conduit, wire, connectors, etc.; an appropriate electrical disconnect, battery enclosure, batteries, charging circuits, chargers; all necessary labor to set the telephone poles, mount the sirens on poles, wiring, etc. All cabinets at each site will be lockable and pad-keys for all cabinets will be provided; any and all miscellaneous parts and labor necessary to create a complete and working inclement weather warning system.

6.6 Rankin County will check for underground lines, etc. and 230 VAC, single phase electrical service to the siren poles. The successful bidder will meet with a representative to Rankin County to discuss exact siren locations.

6.7 The Storm Siren System will be controlled from the 911 dispatch center. All proposals will be 100% compatible with the current radio system or will include the necessary equipment and or labor to make the system 100% compatible, at the bidder's expense.

6.8 Warranty for the proposed storm warning sirens (including all electronic parts), radios, batteries, and workmanship, will be clearly stated and will cover minimum eighty-four (84) month period from date of installation.

6.9 The time necessary to complete the project is of major importance to Rankin County. From date of order, each bidder will specify the amount of time that it will take to complete 100% of the installation and full operation.

6.10 Each bidder will submit a minimum of five (5) references for similar systems installed in the last 3 years. Customer satisfaction reports will also be required.

For the purpose of system compatibility, equal or equivalent equipment or products may or may not be considered in the sole discretion of the Rankin County Board of Supervisors. The equipment specified and names by brand, description, and model number in the attachment will be considered so that technical assistance can be provided by the manufacturer and their authorized representative(s). Also, to maintain continuity and a fully operational siren system, the equipment must be interchangeable and critical spare parts must be kept on hand at all times by the successful bidder.

See Attachment "1" for Bid Specifications

SECTION 7.0 - BID PROPOSAL TO Rankin County

The bidder declares that he or she has informed himself or herself fully in regard to all conditions pertaining to the items to be provided, and has examined the specifications and other documents relative to the items to be provided.

The Bidder proposes and agrees, if this proposal is accepted, to Contract with Rankin County to provide all items described in the Invitation to Bids, Specifications, Notice to Bidders, General Instruction to Bidders and related documents, which are made a part hereof to the same extent as fully set out herein, and in full and complete accordance with the described and reasonably intended requirements of the Specifications and to the full and entire satisfaction of Rankin County. The bid proposal is the purchase and installation of not to exceed forty-five (45) Inclement Weather Warning Sirens and all equipment necessary to complete the project.

BID AMOUNT:

PER SIREN COST FOR NOT TO EXCEED FORTY-FIVE (45) SIRENS
Stated as including all items necessary (wiring, batteries, remote control connectivity):

$________________

PER POLE COST (If Necessary) as stated as an installed price:

$ _______________

The bidder acknowledges receipt of addendum (addenda), if applicable:__________

____________________________	____________________________
Legal Name of Bidder	Printed Name of Authorized Agent
____________________________	____________________________
Address	Signature of Authorized Representative
____________________________	____________________________
City, State, Zip Code	Date

Attachment 1 – to Bid Notice, Inclement Weather Warning Sirens

Minimum Specifications:

Maintenance Free
Non-Rotating Mechanism
Omni-Directional
Minimum 125 dB broadcast at 600Hz as measured at 100 feet from siren
Estimated sound radius is 5,000 feet continuous
AC/DC Back-up battery (automatic switch-over feature in presence of electrical outage)
Separate 30 Amp, 110 VAC Circuit required for controls

For Control Center(s) – Two Control Centers Required:

Minimum 24 inch touch screen control monitor. Credit given for larger screen at no extra cost.
Base Radio with hood and antenna
Software installed, checked, updated at no cost for warranty period and maintained
Capability for up to six automatic timers
Capable of activation, cancellation or polling individually, in groups or whole system
Time display
Logging of all system activity
Password protection options

Remote Locations:

Weather resistant enclosures
Directional and/or high gain antennae
Easily understood manual activation controls
Highly visible trouble-shooting indicators
Adjustable sound levels
Firmware updates at no cost throughout life of warranty
Capable of up to four timed functions
Automatic security alerts upon intrusion
Audible siren detection
Non-volatile memory storage
Minimum of 5 watt transmit power

Notice to Bidders
Rankin County, Mississippi
Outdoor Inclement Weather Warning Sirens

Notice is hereby given that SEALED BIDS will be received by the Rankin County Board of Supervisors on or before the 14th day of May, 2025, in the Board Office of the Rankin County Board of Supervisors located at 211 East Government Street, Suite A, Brandon, Mississippi, for the following:

Not to Exceed Forty-Five (45)
Outdoor Inclement Weather Warning Sirens meeting Rankin County's minimum specifications and installed and made fully operational to Rankin County's Satisfaction

A bid packet may be obtained from the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, Mississippi, by calling the County Administrator at 601-825-1475 or by emailing countyadministrator@rankincounty.org.

Responses must be mailed or hand-delivered the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, Mississippi, and MUST BE RECEIVED no later than 4:00 p.m. on May 14, 2025. Responses received after the deadline will not be considered.

All items must be bid as advertised and in strict accordance with the minimum specifications as set forth in the bid packet. All responses must be delivered in SEALED ENVELOPES, and clearly marked on the outside of the envelope, "SEALED BID FOR OUTDOOR INCLEMENT WEATHER WARNING SIREN TO BE OPENED MAY 15, 2025." Failure to comply will cause the bid to be disqualified.

The Rankin County Board of Supervisors reserves the right to accept or reject any or all bids received.

Published by Order of the Rankin County Board of Supervisors.

RANKIN COUNTY BOARD OF SUPERVISORS
/S/ Keith Hicks, County Administrator

PUBLISH:
April 9, 2025
April 16, 2025
April 23, 2025