# Rankin County Board of Supervisors

**Regular Board Meeting**

**~ Minutes ~**

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

Admin

**Friday, August, 15, 2025** | **9:00 AM** | **Rankin Board Room**

## I. Call to Order

9:00 AM Meeting called to order on August 15, 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 | |
| Glynn McLeod | Supervisor District 2 | Present | |
| Jay Bishop | Supervisor District 5 | Late | 10:26 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.** Wiltz Cutrer - Update on County Website

## IV. OLD BUSINESS

**A. Minutes Approval:**
**A. August 4, 2025**
**B. August 7, 2025**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

## V. CONSENT AGENDA

***Approval with the removal of Item E., under Contracts, Agreements and Grants, (placed under "Additional Business" section for discussion)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

***1. APPROVAL OF THE FOLLOWING:***

***Financial***

**A. Approval of claims docket in the amount of $7,718,165.40**

**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 July 2025**

***Contracts, Agreements and Grants***

**C. Request approval for the Sheriff's Department to renew agreement with Virtual Academy Solutions for training purposes which will allow officers to take online training courses at a cost of $45.00 per officer. This cost is for one calendar year and has no limit of the hours of training. Authority to issue check in the amount of $7,200.00 and authority for the Sheriff to sign documents**

**D. Authorization for Rankin County Sheriff's Department to enter into Amendment #6 To Service Agreement with Global Tel Link Corporation for Inmate telephone services and authority for Board President to sign documents**

**E. Approval to accept the adjusted rate schedule from Engineering Service effective September 1, 2025, for future hourly and cost-plus fixed fee contracts (All current contracts will remain unchanged, future lump sum contracts will be negotiated as usual)**

**F. Request for approval of AT&T Utility Permit No. A05650K to construct a Fiber Optic Cable along/across multiple county roads (All County Roads Involved: Gill Rd., Ashley Rd., Haley Ln., Indian Mound Ridge, Johns Shiloh Rd., Johns Mayton Rd., Fletcher Rd., Fletcher Pl., Stapleton Rd., Johnny Bell Rd., Bell Cv., Norwood Cir., Monte Carlo Rd.) (District 3)**

**G. Request for approval of AT&T Utility Permit No. A05808X to construct a Fiber Optic Cable along/across multiple county roads (All County Roads Involved: Spring Water Ranch Rd., Lake Spring Water Rd., Fletcher Rd.) (District 3)**

**H. Request for approval of AT&T Utility Permit No. A0564QR to construct a Fiber Optic Cable along/across Johns Mayton Road to be installed between HWY 43 and HWY 13 (District 3)**

**I. Request for approval of CSpire Utility Permit No. "Puckett" to construct a Fiber Optic Cable along/across Warren Hill Road to be installed between Corley Road and George Street (Other County Roads Involved: Red Allen Rd., White Dr., Catherine Ann Rd., Braydens Bend, Owen Boone Rd., Gabe Holcomb Rd., Ole Magnolia, Cassie Dr., Bain Cir., Bain Rd.) (District 3)**

**J. Request for approval of CSpire Utility Permit No. 73607-005 to construct a Fiber Optic Cable along/across Vernon Jones Avenue (District 5)**

**K. Request for approval of CSpire Utility Permit No. 75984-001 to construct a Fiber Optic Cable along/across Old Fannin Road (District 5)**

**L. Request for approval of Delta Utilities Utility Permit No. 02-25-904 to construct a Natural Gas Line along/across Crepe Myrtle Drive and Bald Eagle Drive (District 2)**

**M. Request for approval of Delta Utilities Utility Permit No. 04-25-905 to construct a Natural Gas Line along/across Evergreen Drive (District 4)**

**N. Request for approval of Central Electric Utility Permit No. 6474R4-25 to construct a Natural Gas Line along/across Waterwood Drive W and Waterwood Drive (District 2)**

*2. AUTHORITY TO ISSUE CHECKS:*

*Dues and Training Conferences*

**A. Authority to pay registration fees in the amount of $150.00 for Mindy Higginbotham to attend the online training course "Performance and Evaluation and Discipline" on September 15, 2025, and authority to issue check**

**B. Authority for Christopher Cousins to attend the Internal Affairs Investigation 12-hour Course on September 23 - 25, 2025, in Biloxi, MS and authority to pay any travel related expenses**

**C. Authority for Halee Lovorn and Bailee Polk to attend the "CIT" training on September 9 - 10, 2025, in Magee, MS and authority to issue check and pay any travel related expenses**

**D. Authority for Lance Cooper to attend the MEMA ICS 400 Class on November 5 - 6, 2025, in Newton County, MS, and authority to pay any travel related expenses and travel in county vehicle**

**E. Authority to pay registration fees in the amount of $275.00 each for Brian Grantham and Lance Cooper to attend the MCDEMA 2025 Mid-Winter Emergency Management/Education Conference on November 18 - 20, 2025, in Biloxi, MS and authority to issue check and pay any travel related expenses and travel in county vehicle**

**F. Authority to pay registration fees in the amount of $325.00 for Robert Hancock to attend the 2025 NCMA Training Conference on September 22 - 25, 2025, in Hot Springs, Arkansas, and authority to issue check and pay any travel related expenses**

**G. Authority for Robert Hancock to attend the Mandatory Board Meeting of the Mississippi Constables Association on August 13, 2025, in Bay St. Louis, MS, and authority to pay any travel related expenses**

**H. Authority to pay 2025-2026 Enrollment Fees for The Mississippi Bar in the amount of $380.00 for Trey Spillman and $175.00 for Blake Cauthen and authority to issue check**

**I. Authority to pay membership dues for the Mississippi Association of County Agriculture Agents (MACAA) in the amount of $100.00 each for Heather Jennings, Doug Carter, and Donna Beliech and authority to issue check**

**J. Authority to pay 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**

*Advertising County Resources*

**K. Authority to advertise county resources in the amount of $250.00 with the Town of Puckett for a ¼ page ad for their Rodeo Program**

**L. Authority to advertise county resources in the amount of $250.00 to be listed as a sponsor on banner and program ad for Brandon Middle School Dog Jam on September 18, 2025**

***Other***

**M. Authority to issue check to Insight LPR, LLC in the amount of $12,000.00 for the repair of five License Plate Reader cameras and authority to issue check**

**N. Authority to issue refund to Deep South Fire Trucks in the amount of $1,000.00 for overpayment of 3 pumper trucks bought from bid**

**O. Authority for the Tax Collector's Office to issue check for overpayment of 2024 real and personal property taxes to Cooperwood Senior Living, LLC, amount of refund to be determined by the Tax Collector**

**P. Acknowledgement of Court Order approving expenditure of county funds for materials purchased from Kimball Midwest and emergency elevator maintenance received from Midsouth Elevator and authority to issue check in the amount of $1,858.73 to Kimball Midwest and authority to issue check in the amount of $399.00 to Midsouth Elevator**

**Q. Acknowledgement of Court Order Granting Petitioner Right of Immediate Title and Possession and authority to issue check in the amount of $4,150.00 to the Rankin County Circuit Clerk**

**R. Acknowledgement of Court Order Directing Payment of Fee to Court Appointed Appraiser and authority to issue check in the amount of $2,000.00 to Insite Valuations, Inc.**

***3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:***

**A. Approval of the following Inventory Changes to remove items from the county inventory, to surplus items, and to transfer items interdepartmental (See Attached)**

***4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:***

**A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Ricky Huerta (Promotion to Shift Sergeant) at Step 373; Haley White (Promotion to Shift Sergeant) at Step 373; Road Department: Steven Bush (New Hire, Driver) at Step 326;**

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

**A.Record Various Documents to be Made a Permanent Part of The minutes**

1. **a** Vardoc July 15, 2025 Minutes (Proof) (PDF)
2. b Vardoc July 31, 2025 Minutes (Proof) (PDF)
3. c Vardoc Notice to Bidders for GVWR Knuckle Boom Loader Truck (Proof) (PDF)

## VI. CRAIG SLAY, BOARD ATTORNEY

***PUBLIC HEARINGS:***

**PUBLIC HEARING FOR 2025 PROTEST OF PROPERTY TAX ASSESSMENTS:**

**A. United Rentals North America Inc - Personal Property PPIN #12231, represented by Deloitte Tax LLP - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**B. United Rentals North America Inc - Personal Property PPIN #11890, represented by Deloittte Tax LLP - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**C. Sunset Marina at 43, LLC - Real Property Parcel K16-42, represented by**
**Jeffrey Webb - Tabled until August 28, 2025 at 9:00 a.m.**

**Board Attorney, Craig Slay, opened the public hearing. Jeffrey Webb, owner of the property, addressed the board regarding the protest and submitted documentation. Mr. Slay presented documentation on behalf of the Tax Assessor's office. Due to documentation submitted during the hearing, the decision was made to table the hearing until August 28, 2025, at 9:00 a.m.**

| | |
|---|---|
| **RESULT:** | **TABLED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**D. TWK Properties, LLC - Real Property Parcel K16-44-10, represented by**
**Jeffrey Webb - Tabled until August 28, 2025, at 9:00 a.m.**

**Board Attorney, Craig Slay, opened the public hearing. Jeffrey Webb, owner of the property, addressed the board regarding the protest and submitted documentation. Mr. Slay presented documentation on behalf of the Tax Assessor's office. Due to documentation submitted during the hearing, the decision was made to table the hearing until August 28, 2025, at 9:00 a.m.**

| | |
|---|---|
| **RESULT:** | **TABLED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**E. Party Safari - Personal Property PPIN #13464 (submitted protest for 2023, 2024, 2025), represented by Ron (Zack) Smith - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**F. Brandon HMA, LLC/Merit Health Rankin - Personal Property PPIN # 3772, represented by Property Valuation Services, Thomas Tapko - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**G. ROH, LLC/Merit Health Woman’s Hospital - Personal Property PPIN # 3302, represented by Property Valuation Services, Thomas Tapko - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**H. River Oaks Hospital, LLC - Personal Property PPIN #966, represented by Property Valuation Services, Thomas Tapko - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Sid Scarbrough, President |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**I. French Properties, LLC - Real Property Parcel D7C-1, represented by O'Connor & Associates, Randy York - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Glynn McLeod, Supervisor District 2 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**J. Aksharpurushottam, LLC - Real Property Parcel E8B-7-11, represented by O'Connor & Associates, Randy York - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**K. Pearl Days Enterprises, LLC - Real Property Parcel E8E-12, represented by O'Connor & Associates, Randy York - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Glynn McLeod, Supervisor District 2 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**L. Parshotam Corporation - Real Property Parcel E8M-7-30, represented by O'Connor & Associates, Randy York - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Sid Scarbrough, President |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**M. Pingree 2000 Real Estate Holdings - Real Property Parcel F10P-4-40, represented by O'Connor & Associates, Randy York - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**N. Pramukh Flowood, LLC - Real Property Parcel G11-8, represented by O'Connor & Associates, Randy York - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**O. Pingree 2000 Real Estate Holdings - Real Property Parcel H9C-2-10, represented by O'Connor & Associates, Randy York - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Sid Scarbrough, President |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**P. Aksharnath, LLC - Real Property Parcel J13-15-80, represented by O'Connor & Associates, Randy York - Approval to accept Tax Assessor's valuation**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Glynn McLeod, Supervisor District 2 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

## VII. STACI MCNINCH, TAX ASSESSOR

**A. Petitions to adjust 2024 Homestead Exemption Supplemental Roll**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**B. Petitions for change of assessment on 2024 Real and Personal Property Assessments**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Sid Scarbrough, President |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**C. Request approval of application for FY2025-2026 for authority to expend one (1) mill according to Section 27-39-239(2)(b), Miss. Code Ann., as amended**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**D. Authorization to Approve Non-Profit Tax Exemption Request Application for 2026 Tax Year for New Life Women's Home, Inc.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

## VIII. TIM PARKER, COUNTY CONSULTING ENGINEER

**A. Canal Place, Part 2 (PRV) - Approval of Preliminary Plat (District 4), with the following conditions:**
**1. The entrance will be gated**
**2. The road will not be labeled as a school bus turnaround**
**3. Garbage pick-up will not be at Lake Harbor Road or privately negotiated**
**4. The road will be labeled "Private" on the Final Plat**
**5. There will be a note on the Final Plat with wording similar to "Rankin**
**County accepts nothing shown on the plat for the purpose of maintenance"**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**B. Lot 2, Soggy Bottom Amended - Approval of amended Final Plat (District 4)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**C. Demolition and Disposal of Asbestos Building Materials at Former Brandon Cement Plant - Authority for Board President to execute Contract Documents (District 3)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**D. Program Element 1.64 - Williams Road - Recommended Final Payment in the amount of $699,701.92 under PO # 243453 to Hemphill Construction Company, Inc., and authority to issue check (District 1)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Sid Scarbrough, President |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**E. Watershed Protection Program Element 2.02 Pinebrook Subdivision - Approval of Contract Change Order No. 2 from Southeastern Pipeline and Environmental Services for an increase in the amount of $536,318.92. 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 2)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Glynn McLeod, Supervisor District 2 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**F. Watershed Protection Program Element 2.02 Pinebrook Subdivision - Approval of Pay Application No. 11 from Southeastern Pipeline and Environmental Services in the amount of $881,085.00 and authority to issue the check (District 2)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Glynn McLeod, Supervisor District 2 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

## IX. CRAIG SLAY, BOARD ATTORNEY (CONT'D)

***SET PUBLIC HEARINGS:***

**A. Set Public Hearing for August 28, 2025, at 9:00 a.m. for Steven Nieburg Nuisance Property, 2349 Shell Oil Road (District 3)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**B. Set Public Hearing for August 28, 2025, at 9:00 a.m. for Matthew Blackwell Nuisance Property, 135 Oak Hill Drive (District 1)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**C. Set Public Hearing for August 28, 2025, at 9:00 a.m. for John Martin Overby Nuisance Property, 5122 Highway 18 (District 3)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**D. Set Public Hearing for September 2, 2025, at 9:00 a.m. for Wixson Automotive Rezoning Request, 1768 Highway 471 (District 4)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**E. Set Public Hearing for September 2, 2025, at 9:00 a.m. for Wixson Automotive Conditional Use Permit, 1768 Highway 471 (District 4)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

***PUBLIC HEARINGS:***

**F. Public Hearing for Southern Environmental Group Conditional Use Permit, Mt. Helm Road (District 4)**

**1. Action on Southern Environmental Group**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**G. Public Hearing for Neal Property LLC Conditional Use Permit, Highway 25 (District 4)**

**1. Action on Neal Property LLC - See attached for conditions**

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

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**H. Public Hearing for Clifton Brown Rezoning Request, Shell Oil/Star Road (District 3)**

**1. Action on Clifton Brown**

**Board Attorney, Craig Slay, opened the public hearing.**
**The following spoke in opposition:**
**Shelton Allison, Sr., residing at 2021 Marshall Place, Jackson, - adjacent property owner**
**Johnny Ford, representing Jerusalem Baptist Church, 446 Jerusalem Church Road**
**David Robinson, residing at 2308 Star Road**
**Zenobia Richardson, residing at 5922 Wind Trace Rd, Florida – adjacent property owner**
**Hearing no further comment, Mr. Slay closed the public hearing.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Sid Scarbrough, President |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

***OTHER:***

**I. Potential action to adopt resolution documenting the Board's final decision on the Emma Boone Conditional Use Application. Board President, Sid Scarbrough, made a motion to deny the application for zoning action, special use exception, filed by Emma Boone seeking to establish a behavioral health facility on the property owned by New Hope Missionary Baptist Church, 935 Highway 469, Pearl, Mississippi. Mr. Scarbrough also moved to adopt a Resolution denying application for zoning action, special use exception, filed by Emma Boone which sets forth all of this Board's justifications for denying the conditional use application.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Sid Scarbrough, President |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

**J. Authority for the Board President to execute the resolution denying application for zoning action, special use exception, filed by Emma Boone, which sets forth all of the Board's justifications for denying the conditional use application**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Glynn McLeod |
| **ABSENT:** | Jay Bishop |

Supervisor Bishop entered the board meeting at 10:26 a.m.

**K. Consideration of and potential action to extend moratorium on subdividing real property into lot sizes less than 5 acres applicable to Supervisor District 4. The current moratorium was adopted February 14, 2025, and extended for a period of 6 months. This action would be to extend said moratorium for an additional six months from August 15, 2025**

| | |
|---|---|
| **RESULT:** | **ADOPTED [3 TO 2]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Steve Gaines, Brad Calhoun, Glynn McLeod |
| **NAYS:** | Sid Scarbrough, Jay Bishop |

***PUBLIC HEARINGS (CONT'D):***

**L. Public Hearing for Brandon McKay Rezoning Request, Highway 481/Harrell Road (District 4)**
**1. Action on Brandon McKay Highway 481/Harrell Road**
**Board Attorney, Craig Slay, opened the public hearing. Mr. Slay informed the board that two calls were received in opposition.**
**The following spoke in opposition:**
**Kayla Logan, residing at 185 Wilson Bates Road**
**Dwight Norris, residing at 873 Old Hwy 43 N**

**The applicant, Brandon McKay, also addressed the board. Hearing no further comment, a motion was made to table the hearing until September 2, 2025, at 9:00 a.m.**

| | |
|---|---|
| **RESULT:** | **TABLED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Gaines, Calhoun, Scarbrough, McLeod, Bishop |

**M. Public Hearing for Brandon McKay Rezoning Request, Lewis Prestage Road**
**(District 4)**
**1. Action on Brandon McKay Lewis Prestage Road**

***Tabled until September 2, 2025, at 9:00 a.m.**

| | |
|---|---|
| **RESULT:** | **TABLED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Gaines, Calhoun, Scarbrough, McLeod, Bishop |

***OTHER (CONT'D):***

**N. Discussion of State Legislature Initiatives for 2026 Legislative Session**

**O. Discussion of federal initiatives for FY26**

**P. Consideration of and potential action to approve and authorize execution of professional services agreement between Rankin County and JH&H Architects for all services related to 2025 General Obligation Bond Facility Projects (see attached for list)**

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

## X. KEITH HICKS, COUNTY ADMINISTRATOR

**A. Authority to sign Order of Real & Personal Property Assessment Rolls for 2025**

*** Tabled until August 28, 2025, at 9:00 a.m.**

| | |
|---|---|
| **RESULT:** | **NO ACTION** |

**B. Approval of Final Summary Change Order, which increases the contract amount by $870.00, and approval of Pay Application No. 12 (Final) from Southeastern Pipeline and Environmental Services for work performed on the Oak Grove Ditch Stabilization and Hydrologic Restoration Project in the amount of $1,005.00 and authority to issue check (District 5)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Glynn McLeod, Supervisor District 2 |
| **AYES:** | Gaines, Calhoun, Scarbrough, McLeod, Bishop |

**C. Approval of Pay Application No. 11 from Thornton Construction for work performed on the Hydrologic Restoration of Stormwater Infrastructure near Reservoir East Project in the amount of $831,934.50 and authority to issue check (District 4)**

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

**D.** Discussion of FY26 Budget

**E. Authority to Advertise Notice of a Public Hearing on the Proposed Budget and Proposed Tax Levy for Rankin County Fiscal Year 2026 to be Held on September 2, 2025, at 9:00 A.M.**

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

## XI. ADDITIONAL BUSINESS TO BE DISCUSSED

**A. Motion to add "Discussion and potential action to adopt an official bond project list" to the agenda**

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

**B. Authority to adopt an official bond project list (see attached)**

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

**C. Authority for EOC to enter into an agreement for a drone program through Motorola, which is a reseller for Brinc. The agreement is for 5 years at $29,999 per year. This will include drone, support, and software. Please see attached quote, sole source letter, and CQP agreement**

***Originally removed from Consent for discussion**

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

**D. Discussion regarding Rankin County School District and the increase in millage (projected at 1.84 increase)**

## XII. EXECUTIVE SESSION

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

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

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

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

Supervisor McLeod left the board meeting at 12:30 p.m.

**C. Motion to come out of Executive Session**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jay Bishop, Supervisor District 5 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Jay Bishop |
| **ABSENT:** | Glynn McLeod |

**D.** Outcome of Executive Session

**No action taken**

## XIII. ADDED ITEMS

**A. Motion to add "Consideration and potential action to adopt a resolution approving a fee in lieu agreement for ad valorem taxes for Project Taurus, Phase One (two buildings, 109 acres)" to the agenda**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Brad Calhoun, Supervisor District 3 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Jay Bishop |
| **ABSENT:** | Glynn McLeod |

**B. Approval to adopt a resolution granting a fee in lieu agreement of ad valorem taxes and approving and authorizing the execution of a fee in lieu of ad valorem tax agreement, pursuant to MS Code Sections 27-31-104 and 27-31-105(2) for one or more new data center buildings, to be constructed, developed and operated in the county by ADP Rankin Data Hub, LLC., and related matters (Project Taurus, Phase One)**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Steve Gaines, Supervisor District 4 |
| **SECONDER:** | Sid Scarbrough, President |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough, Jay Bishop |
| **ABSENT:** | Glynn McLeod |

Supervisor Bishop left the board meeting at 1:40 p.m.

## XIV. Motion to Recess Until August 28, 2025, at 9:00 a.m.

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Brad Calhoun, Supervisor District 3 |
| **SECONDER:** | Steve Gaines, Supervisor District 4 |
| **AYES:** | Steve Gaines, Brad Calhoun, Sid Scarbrough |
| **ABSENT:** | Glynn McLeod, Jay Bishop |

**This the 15th Day of August, 2025**

CHANCERY CLERK
RANKIN COUNTY, MS

**SID SCARBROUGH, PRESIDENT**
**RANKIN COUNTY BOARD OF SUPERVISORS**

**MARK S. SCARBOROUGH , CLERK OF THE BOARD**

**Claims Docket**
**From 7/16/2025 to 8/15/2025**

| Claim Number | Invoice Amount | Vendor Name |
|---|---|---|
| | **Fund 001** | **GENERAL COUNTY** |
| 8715 | $268.40 | COMCAST CABLE OF RANKIN |
| 8716 | $61,720.57 | COMMUNITY BANK |
| 8717 | $719.20 | HYATT REGENCY PORTLAND |
| 8718 | $250.00 | MUSCADINE JUBILEE |
| 8724 | $179.18 | VISA |
| 8725 | $346.50 | VISA |
| 8726 | $400.67 | VISA |
| 8727 | $68.75 | VISA |
| 8728 | $208.70 | VISA |
| 8729 | $394.36 | VISA |
| 8762 | $950.00 | RESERVE ACCOUNT |
| 8763 | $9,050.00 | RESERVE ACCOUNT |
| 8764 | $76.45 | VISA |
| 8765 | $366.54 | VISA |
| 8771 | $442.78 | VISA |
| 8772 | $889.78 | VISA |
| 8773 | $2,389.16 | AT&T |
| 8774 | $4,801.28 | AT&T |
| 8775 | $8,202.85 | BRANDON WATER DEPT. |
| 8776 | $46.18 | CENTERPOINT ENERGY LAMS |
| 8777 | $84.01 | CENTRAL ELECTRIC POWER ASSN. |
| 8778 | $137.44 | CENTRAL ELECTRIC POWER ASSN. |
| 8779 | $55.59 | ENTERGY |
| 8780 | $21,471.89 | FUELMAN |
| 8781 | $553.30 | SOUTHERN PINE ELEC POWER |
| 8794 | $10,630.41 | CENTERPOINT ENERGY LAMS |
| 8795 | $138.32 | DIRECTV, INC. |
| 8796 | $160.99 | DIRECTV, INC. |
| 8797 | $136.99 | DIRECTV, INC. |
| 8798 | $33.00 | GREENFIELD WATER ASSOCIATION, |
| 8802 | $510.50 | VISA |
| 8803 | $434.84 | VISA |
| 8854 | $1,185.00 | MAS INSURANCE TRUST |
| 8856 | $5,608.72 | BEYONDTRUST, CORPORATION |
| 8857 | $225.00 | EMERGENCY SERVICES ADMINISTRAT |
| 8858 | $173.96 | GOLDEN NUGGET HOTEL |
| 8859 | $377,812.50 | JACKSON COMMUNICATIONS, INC |
| 8860 | $150.00 | LEGAL AND LIABILITY RISK MANAG |
| 8861 | $4,177.50 | LEXISNEXIS RISK SOLUTIONS FL, |
| 8862 | $35.00 | MAGPPA |
| 8863 | $200.00 | MAGPPA |
| 8864 | $50.00 | MS CATTLEMEN'S ASSOCIATION |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 8865 | $11,966.53 | PERS |
| 8866 | $16,422.77 | PERS |
| 8867 | $1,000.00 | RANKIN COUNTY CHAMBER OF COMME |
| 8868 | $300.00 | ROCIC |
| 8869 | $2,743.73 | WINDHAM, GARY |
| 8870 | $50.00 | CENTRAL ELECTRIC POWER ASSN. |
| 8871 | $458.97 | COMCAST CABLE OF RANKIN |
| 8872 | $11,344.22 | FUELMAN |
| 8873 | $608.13 | SOUTHERN PINE ELEC POWER |
| 8874 | $214.35 | TOWN OF PELAHATCHIE |
| 8875 | $600.41 | VERIZON WIRELESS |
| 8876 | $975.35 | WASTE MANAGEMENT CORPORATE SER |
| 8877 | $86.26 | WINDSTREAM |
| 8888 | $377,812.50 | JACKSON COMMUNICATIONS, INC |
| 8889 | $5,266.86 | VISA |
| 8923 | $4,600.00 | A & M CONTRACTORS, INC. |
| 8924 | $4,600.00 | A & M CONTRACTORS, INC. |
| 8925 | $175.00 | ADAMS, WHITNEY |
| 8926 | $68,905.19 | ADMINISTRATIVE OFFICE OF COURT |
| 8927 | $650.00 | ARNOLD LAW FIRM, LLC |
| 8928 | $2,439.76 | AT&T |
| 8929 | $55.29 | AT&T |
| 8930 | $4,831.58 | AT&T |
| 8931 | $50.02 | AT&T MOBILITY, LLC-IPHONE ACCO |
| 8932 | $5,814.99 | AT&T MOBILITY, LLC-MIFI ACCOUN |
| 8933 | $653.89 | AT&T MOBILITY, LLC-MIFI ACCOUN |
| 8934 | $178.75 | BAILEY, BRYAN |
| 8935 | $20,961.87 | BIGGS, PETTIS, INGRAM & SOLOP, |
| 8936 | $13,627.09 | BRANDON DISCOUNT DRUGS, INC. |
| 8937 | $67,370.40 | BRUNINI ATTORNEYS AT LAW |
| 8938 | $3,000.00 | BUTLER SNOW, LLP |
| 8939 | $7,191.50 | C SPIRE |
| 8940 | $2,302.95 | C SPIRE WIRELESS |
| 8941 | $2,500.00 | CARROLL, HARALSON KERI |
| 8942 | $1,855.77 | CDW GOVERNMENT, LLC |
| 8943 | $219.63 | CENTRAL ELECTRIC POWER ASSN. |
| 8944 | $9,120.19 | CENTRAL MS COURT COLLECTIONS, |
| 8945 | $74.20 | CIOX HEALTH |
| 8946 | $487.50 | CNA SURETY |
| 8947 | $423.67 | CO. ADMINISTRATORS PETTY CASH |
| 8948 | $227.41 | COMCAST CABLE OF RANKIN |
| 8949 | $35,526.62 | COMMUNITY BANK |
| 8950 | $117.40 | COMMUNITY COFFEE COMPANY, LLC |
| 8951 | $4,890.00 | COURT WATCH |
| 8952 | $802.51 | DALLAS PRINTING, INC. |
| 8953 | $12,505.00 | DATA SYSTEMS MANAGEMENT, INC |
| 8954 | $7,705.00 | DELTA COMPUTER SYSTEMS, INC. |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 8955 | $165.99 | DIRECTV, INC. |
| 8956 | $991.20 | DOUGLAS EXPRESS DELIVERY, INC. |
| 8957 | $840.00 | DPS CRIME LAB |
| 8958 | $714.70 | DUNLAP, F CLIFTON |
| 8959 | $136.00 | EATON, MOLLY B. |
| 8960 | $62,099.30 | ENGINEERING SERVICE |
| 8961 | $80,012.57 | ENTERGY |
| 8962 | $76.96 | ENTERGY |
| 8963 | $23,469.12 | FUELMAN |
| 8964 | $403.90 | GAINES, STEVE |
| 8965 | $7,394.17 | GOTO COMMUNICATIONS, INC. |
| 8966 | $1,074.34 | HANCOCK, ROBERT |
| 8967 | $175.00 | HESTER & COMPANY, LLC |
| 8968 | $4,478.22 | HOMETOWN VETERINARY SERVICE |
| 8969 | $70.00 | HOMETOWN VETERINARY SERVICE |
| 8970 | $536.00 | IDI |
| 8971 | $623.00 | INSURANCE ASSOCIATES OF RANKIN |
| 8972 | $3,327.50 | INTEGRATED RIGHT OF WAY, LLC |
| 8973 | $756.00 | JONES, KIMBERLY |
| 8974 | $3,652.36 | JUROR'S PETTY CASH FUND |
| 8975 | $2,390.77 | JUROR'S PETTY CASH FUND |
| 8976 | $3,243.82 | JUROR'S PETTY CASH FUND |
| 8977 | $1,064.90 | JUROR'S PETTY CASH FUND |
| 8978 | $125.61 | JUROR'S PETTY CASH FUND |
| 8979 | $2,331.81 | JUROR'S PETTY CASH FUND |
| 8980 | $650.00 | KEETON, CHARLES H, ESQ. |
| 8981 | $3,771.00 | LEADSONLINE LLC |
| 8982 | $311,927.00 | MAGNOLIA UTILITY SERVICES, LLC |
| 8983 | $5,938.33 | MARTIN, LINDA SHOWS |
| 8984 | $210.00 | MCCRORY, JOSHUA |
| 8985 | $151.20 | MCKENZIE, RICKEY |
| 8986 | $188.00 | MEA DRUG TESTING CONSORTIUM |
| 8987 | $1,960.00 | MEA MEDICAL CLINICS |
| 8988 | $1,725.00 | MEDSCREENS,INC. |
| 8989 | $33,146.59 | MICHELLE ADCOCK, CIRCUIT CLERK |
| 8990 | $1,716.00 | MIDSOUTH ELEVATOR, LLC |
| 8991 | $26,655.90 | MILLETTE ADMINISTRATORS, INC. |
| 8992 | $190.80 | MORA, JOHNNY |
| 8993 | $4,300.00 | MS STATE MEDICAL EXAMINER 3740 |
| 8994 | $9,002.86 | MS STATE UNIVERSITY EXTENSION |
| 8995 | $9,059.10 | MS STATE UNIVERSITY EXTENSION |
| 8996 | $427.00 | MS VITAL RECORDS |
| 8997 | $116.00 | ORKIN, LLC |
| 8998 | $625.00 | P & P BEAVER CONTROL, LLC |
| 8999 | $1,575.00 | PACE, SHELBY, LLC |
| 9000 | $8,333.33 | PAFFORD EMERGENCY MEDICAL SERV |
| 9001 | $22,820.28 | PALMER & SLAY, PLLC |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9002 | $630.00 | PELAHATCHIE DENTAL CLINIC |
| 9003 | $7,672.04 | PEREGRINE CORPORATION |
| 9004 | $5,548.00 | PTS OF AMERICA, LLC |
| 9005 | $2,671.35 | R J YOUNG COMPANY |
| 9006 | $18,312.00 | RANKIN COUNTY HEALTH DEPT |
| 9007 | $1,724.80 | RANKIN COUNTY NEWS |
| 9008 | $4,333.33 | RANKIN COUNTY SOIL CONSERVATIO |
| 9009 | $27,500.00 | REGION 8 MENTAL HEALTH |
| 9010 | $28,083.33 | REGION 8 MENTAL HEALTH |
| 9011 | $24,333.30 | REGION 8 MENTAL HEALTH |
| 9012 | $7,500.00 | RESERVE ACCOUNT |
| 9013 | $7,966.81 | RICOH USA, INC |
| 9014 | $1,600.00 | RISK MANAGEMENT PARTNERS, INC. |
| 9015 | $869.01 | RUTH,DAVID |
| 9016 | $775.00 | SAFEGUARD PEST MANAGEMENT, LLC |
| 9017 | $650.00 | SARTIN BRENDAN C |
| 9018 | $10,050.00 | SERVICE ELECTRICAL SALES |
| 9019 | $446.60 | SMITH, HEATHER |
| 9020 | $1,716.04 | SOUTHERN DUPLICATING OF CLARKS |
| 9021 | $214.42 | SOUTHERN PINE ELEC POWER |
| 9022 | $650.00 | SPOTSWOOD, ROBERT |
| 9023 | $607.00 | STATE TREASURER |
| 9024 | $13,080.00 | STATEWIDE BUSINESS APPRAISALS, |
| 9025 | $96.60 | SULLIVAN, KRISTI |
| 9026 | $130,983.42 | SUMMIT FOOD SERVICE, LLC |
| 9027 | $200.00 | SUPREME COURT OF MISSISSIPPI |
| 9028 | $200.00 | SUPREME COURT OF MISSISSIPPI |
| 9029 | $231.00 | THE INSURANCE MART, INC |
| 9030 | $307.50 | TRACK GROUP |
| 9031 | $400.00 | TRI-STATE CONSULTING SERVICES, |
| 9032 | $1,803.33 | TUCKER'S CLEANING SERVICE, INC |
| 9033 | $3,542.50 | TUNE, MORGAN DESTINE |
| 9034 | $2,450.00 | U S POSTAL SERVICE |
| 9035 | $2,525.60 | UNITED STATES TREASURY |
| 9036 | $37,400.00 | VECTOR DISEASE CONTROL INTERNA |
| 9037 | $115,758.58 | VITALCORE HEALTH STRATEGIES |
| 9038 | $4,272.50 | WAGGONER ENGINEERING, INC. |
| 9039 | $6,762.35 | WAGGONER ENGINEERING, INC. |
| 9040 | $7,462.50 | WATKINS & EAGER PLLC |
| 9041 | $160.00 | WEST, ERIC |
| 9042 | $650.00 | WILLIARD, ROBERT R |
| 9043 | $214.20 | WROTEN, MARK |
| 9114 | $163.45 | AFFORDABLE FORM & SUPPLIES, IN |
| 9115 | $16.00 | AFFORDABLE FORM & SUPPLIES, IN |
| 9116 | $881.04 | AFFORDABLE FORM & SUPPLIES, IN |
| 9117 | $57.00 | AFFORDABLE FORM & SUPPLIES, IN |
| 9118 | $78.00 | AFFORDABLE FORM & SUPPLIES, IN |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9119 | $88.00 | AFFORDABLE FORM & SUPPLIES, IN |
| 9120 | $12.00 | AFFORDABLE FORM & SUPPLIES, IN |
| 9121 | $398.00 | AT&T MOBILITY-EQUIPMENT |
| 9122 | $250.00 | AUTO TRIM DESIGNS |
| 9123 | $180.00 | AUTO TRIM DESIGNS |
| 9124 | $2,913.76 | BOB BARKER COMPANY INC |
| 9125 | $721.40 | BOB BARKER COMPANY INC |
| 9126 | $347.22 | BOB BARKER COMPANY INC |
| 9127 | $945.74 | BODY BAG STORE |
| 9128 | $1,319.83 | BUMPER TO BUMPER |
| 9129 | $1,340.77 | BUMPER TO BUMPER |
| 9130 | $1,351.69 | BUMPER TO BUMPER |
| 9131 | $3,244.00 | BUMPER TO BUMPER |
| 9132 | $211.19 | BYNUM MILL & INDUSTRIAL SUPPLY |
| 9133 | $574.65 | BYNUM MILL & INDUSTRIAL SUPPLY |
| 9134 | $474.38 | BYNUM MILL & INDUSTRIAL SUPPLY |
| 9135 | $2,598.00 | C SPIRE WIRELESS |
| 9136 | $40.00 | CAPITOL HARDWARE COMPANY INC |
| 9137 | $26.66 | CARR PLUMBING SUPPLY BRANDON |
| 9138 | $1,726.68 | CDW GOVERNMENT, LLC |
| 9139 | $652.84 | CDW GOVERNMENT, LLC |
| 9140 | $1,241.58 | CDW GOVERNMENT, LLC |
| 9141 | $163.24 | CDW GOVERNMENT, LLC |
| 9142 | $499.14 | CDW GOVERNMENT, LLC |
| 9143 | $50.80 | CDW GOVERNMENT, LLC |
| 9144 | $16.31 | CDW GOVERNMENT, LLC |
| 9145 | $1,774.50 | CHARM-TEX INC |
| 9146 | $697.00 | CHRIS HAYNES ELECTRIC SUPPLY, |
| 9147 | $14,816.31 | COOKS CORRECTIONAL |
| 9148 | $510.00 | CORE TECHNOLOGY, LLC |
| 9149 | $2,850.00 | CORE TECHNOLOGY, LLC |
| 9150 | $2,916.05 | DAVIS PAPER AND CHEMICAL, LLC |
| 9151 | $1,648.55 | DAVIS PAPER AND CHEMICAL, LLC |
| 9152 | $119.89 | DAVIS PAPER AND CHEMICAL, LLC |
| 9153 | $2,822.04 | DAVIS PAPER AND CHEMICAL, LLC |
| 9154 | $892.01 | DAVIS PAPER AND CHEMICAL, LLC |
| 9155 | $36.99 | DAVIS PAPER AND CHEMICAL, LLC |
| 9156 | $1,442.99 | DAVIS PAPER AND CHEMICAL, LLC |
| 9157 | $1,455.50 | DAVIS PAPER AND CHEMICAL, LLC |
| 9158 | $2,265.40 | DAVIS PAPER AND CHEMICAL, LLC |
| 9159 | $372.17 | DAVIS PAPER AND CHEMICAL, LLC |
| 9160 | $252.00 | DAVIS PAPER AND CHEMICAL, LLC |
| 9161 | $1,631.92 | DAVIS PAPER AND CHEMICAL, LLC |
| 9162 | $397.57 | DONGIEUX'S, INC. |
| 9163 | $1,127.29 | DONGIEUX'S, INC. |
| 9164 | $1,250.00 | DRUG TEST IN BULK |
| 9165 | $18.00 | DRUG TESTING PROGRAM MANAGEMEN |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9166 | $1,006.85 | DRUG TESTING PROGRAM MANAGEMEN |
| 9167 | $4,571.77 | ENVIRONMENT MASTERS, INC. |
| 9168 | $375.00 | ENVIRONMENT MASTERS, INC. |
| 9169 | $210.00 | ENVIRONMENT MASTERS, INC. |
| 9170 | $139.99 | FREDERICKS SALES & SERVICE, IN |
| 9171 | $213.30 | FREDERICKS SALES & SERVICE, IN |
| 9172 | $68.62 | FREDERICKS SALES & SERVICE, IN |
| 9173 | $295.00 | GEORGE'S DOOR SERVICE, INC |
| 9174 | $467.29 | GILMORE BROS BUILDING SUPPLY I |
| 9175 | $91.83 | GILMORE BROS BUILDING SUPPLY I |
| 9176 | $496.79 | GILMORE BROS BUILDING SUPPLY I |
| 9177 | $267.29 | GILMORE BROS BUILDING SUPPLY I |
| 9178 | $405.63 | GILMORE BROS BUILDING SUPPLY I |
| 9179 | $188.50 | GILMORE BROS BUILDING SUPPLY I |
| 9180 | $438.49 | GILMORE BROS BUILDING SUPPLY I |
| 9181 | $958.42 | GILMORE BROS BUILDING SUPPLY I |
| 9182 | $126.42 | GRAINGER, INC. |
| 9183 | $309.54 | GRAINGER, INC. |
| 9184 | $398.62 | GRAINGER, INC. |
| 9185 | $1,714.84 | GRAINGER, INC. |
| 9186 | $3,188.64 | GRAINGER, INC. |
| 9187 | $99.50 | GRAINGER, INC. |
| 9188 | $116.10 | GRAINGER, INC. |
| 9189 | $608.00 | GRAY-DANIELS AUTO WORLD |
| 9190 | $513.75 | GRAY-DANIELS AUTO WORLD |
| 9191 | $1,365.16 | GRAY-DANIELS AUTO WORLD |
| 9192 | $485.97 | GRAY-DANIELS AUTO WORLD |
| 9193 | $1,408.19 | GRAY-DANIELS AUTO WORLD |
| 9194 | $59.98 | GRAY-DANIELS AUTO WORLD |
| 9195 | $7.06 | GRAY-DANIELS AUTO WORLD |
| 9196 | $400.00 | HILLARD, MARVIN |
| 9197 | $123.70 | HOME DEPOT CREDIT SERVICES |
| 9198 | $71.20 | HOME DEPOT CREDIT SERVICES |
| 9199 | $190.59 | HOME DEPOT CREDIT SERVICES |
| 9200 | $241.47 | HOME DEPOT CREDIT SERVICES |
| 9201 | $498.80 | HOME DEPOT CREDIT SERVICES |
| 9202 | $372.40 | HOME DEPOT CREDIT SERVICES |
| 9203 | $128.98 | HOME DEPOT CREDIT SERVICES |
| 9204 | $49.44 | HOME DEPOT CREDIT SERVICES |
| 9205 | $459.04 | HOME DEPOT CREDIT SERVICES |
| 9206 | $592.00 | HOME DEPOT CREDIT SERVICES |
| 9207 | $159.96 | HOME DEPOT CREDIT SERVICES |
| 9208 | $495.22 | HOME DEPOT CREDIT SERVICES |
| 9209 | $19.80 | HOME DEPOT CREDIT SERVICES |
| 9210 | $1,332.70 | INSIGHT |
| 9211 | $305.00 | INTOXIMETERS, INC. |
| 9212 | $7,720.00 | JACK-KNIFED TRAILER REPAIR, LL |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9213 | $1,100.00 | JACKSON COMMUNICATIONS, INC |
| 9214 | $682.56 | JACKSON COMMUNICATIONS, INC |
| 9215 | $3,148.90 | JACKSON PAPER COMPANY |
| 9216 | $2,768.29 | JACKSON PAPER COMPANY |
| 9217 | $300.00 | JOHNS GLASS SERVICE, LLC |
| 9218 | $4,950.00 | KEEFE COMMISSARY NETWORK, LLC |
| 9219 | $50.00 | LAKELAND GLASS & TINT |
| 9220 | $600.00 | M W ELECTRIC, LLC |
| 9221 | $104.97 | MID-SOUTH UNIFORM & SUPPLY, IN |
| 9222 | $630.04 | MID-SOUTH UNIFORM & SUPPLY, IN |
| 9223 | $135.00 | MID-SOUTH UNIFORM & SUPPLY, IN |
| 9224 | $3,503.55 | MISSISSIPPI INDUSTRIES FOR THE |
| 9225 | $3,060.00 | MITCHELL1 |
| 9226 | $1,946.64 | MNJ TECHNOLOGIES DIRECT, INC. |
| 9227 | $3,682.80 | MNJ TECHNOLOGIES DIRECT, INC. |
| 9228 | $4,452.06 | MNJ TECHNOLOGIES DIRECT, INC. |
| 9229 | $676.22 | MNJ TECHNOLOGIES DIRECT, INC. |
| 9230 | $3,890.88 | MNJ TECHNOLOGIES DIRECT, INC. |
| 9231 | $414.00 | MOTOROLA SOLUTIONS, INC. |
| 9232 | $179.99 | NAPA AUTO PARTS OF RICHLAND |
| 9233 | $158.23 | O'NEAL STEEL |
| 9234 | -$155.24 | O'REILLY AUTO PARTS,INC. |
| 9235 | $809.91 | O'REILLY AUTO PARTS,INC. |
| 9236 | $28.99 | O'REILLY AUTO PARTS,INC. |
| 9237 | $2,056.58 | OASIS CYCLES INC |
| 9238 | $267.50 | OASIS CYCLES INC |
| 9239 | $378.16 | OFFICE DEPOT, INC |
| 9240 | $394.79 | OFFICE DEPOT, INC |
| 9241 | $278.74 | OFFICE DEPOT, INC |
| 9242 | $74.67 | OFFICE DEPOT, INC |
| 9243 | $1,165.00 | OMNI EXPLOSIVES |
| 9244 | $644.93 | PDQ/SMARTDEPLOY |
| 9245 | $212.50 | PELLERIN LAUNDRY MACHINERY SAL |
| 9246 | $2,070.00 | PETHEALTH SERVICES (USA) LLC |
| 9247 | $2,736.80 | PILEUM CORPORATION |
| 9248 | $67.50 | PILEUM CORPORATION |
| 9249 | $87.50 | PILEUM CORPORATION |
| 9250 | $214.97 | POLLCHAPS SCREEN PRINT & EMBRO |
| 9251 | $1,387.00 | POLLCHAPS SCREEN PRINT & EMBRO |
| 9252 | $1,121.00 | POLLCHAPS SCREEN PRINT & EMBRO |
| 9253 | $628.00 | POLLCHAPS SCREEN PRINT & EMBRO |
| 9254 | $32.00 | RANKIN COUNTY COOPERATIVE |
| 9255 | $840.00 | RANKIN COUNTY COOPERATIVE |
| 9256 | $2,812.50 | RANKIN COUNTY COOPERATIVE |
| 9257 | $311.97 | RANKIN COUNTY COOPERATIVE |
| 9258 | $4,782.45 | RANKIN COUNTY LIMESTONE, LLC |
| 9259 | $235.07 | REVELL HARDWARE COMPANY, INC. |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9260 | $697.35 | RICK'S PRO TRUCK COMMERCIAL |
| 9261 | $2,594.75 | RING POWER CORPORATION |
| 9262 | $497.34 | ROGERS-DABBS CHEVROLET, INC. |
| 9263 | $171.56 | ROGERS-DABBS CHEVROLET, INC. |
| 9264 | $177.98 | ROGERS-DABBS CHEVROLET, INC. |
| 9265 | $795.58 | ROGERS-DABBS CHEVROLET, INC. |
| 9266 | $48,359.00 | ROGERS-DABBS CHEVROLET, INC. |
| 9267 | $1,835.40 | SENTRY SECURITY FASTENERS INC |
| 9268 | $39.85 | SHERWIN-WILLIAMS |
| 9269 | $353.56 | SHERWIN-WILLIAMS |
| 9270 | $1,379.80 | SIRCHIE ACQUISITION COMPANY, L |
| 9271 | $545.33 | STAPLES BUSINESS ADVANTAGE |
| 9272 | $461.34 | STAPLES BUSINESS ADVANTAGE |
| 9273 | $278.78 | STAPLES BUSINESS ADVANTAGE |
| 9274 | $509.99 | STAPLES BUSINESS ADVANTAGE |
| 9275 | -$139.39 | STAPLES BUSINESS ADVANTAGE |
| 9276 | $88.27 | STAPLES BUSINESS ADVANTAGE |
| 9277 | $219.87 | STAPLES BUSINESS ADVANTAGE |
| 9278 | $208.62 | STAPLES BUSINESS ADVANTAGE |
| 9279 | $142.69 | STAPLES BUSINESS ADVANTAGE |
| 9280 | $549.15 | STAPLES BUSINESS ADVANTAGE |
| 9281 | $38.36 | STAPLES BUSINESS ADVANTAGE |
| 9282 | $79.99 | STAPLES BUSINESS ADVANTAGE |
| 9283 | $446.84 | STAPLES BUSINESS ADVANTAGE |
| 9284 | $539.85 | STAPLES BUSINESS ADVANTAGE |
| 9285 | $1,722.28 | STAPLES BUSINESS ADVANTAGE |
| 9286 | $207.76 | STAPLES BUSINESS ADVANTAGE |
| 9287 | $219.43 | STAPLES BUSINESS ADVANTAGE |
| 9288 | $771.86 | STAPLES BUSINESS ADVANTAGE |
| 9289 | $4.76 | STAPLES BUSINESS ADVANTAGE |
| 9290 | $50.89 | STAPLES BUSINESS ADVANTAGE |
| 9291 | $111.11 | STAPLES BUSINESS ADVANTAGE |
| 9292 | $42.29 | STAPLES BUSINESS ADVANTAGE |
| 9293 | $66.99 | STAPLES BUSINESS ADVANTAGE |
| 9294 | $322.96 | STAPLES BUSINESS ADVANTAGE |
| 9295 | $193.29 | STAPLES BUSINESS ADVANTAGE |
| 9296 | $349.99 | STAPLES BUSINESS ADVANTAGE |
| 9297 | $52.95 | STAPLES BUSINESS ADVANTAGE |
| 9298 | $109.93 | STAPLES BUSINESS ADVANTAGE |
| 9299 | $89.59 | STAPLES BUSINESS ADVANTAGE |
| 9300 | $59.49 | STAPLES BUSINESS ADVANTAGE |
| 9301 | $318.11 | STAPLES BUSINESS ADVANTAGE |
| 9302 | $176.94 | STAPLES BUSINESS ADVANTAGE |
| 9303 | $456.05 | STAPLES BUSINESS ADVANTAGE |
| 9304 | $272.96 | STAPLES BUSINESS ADVANTAGE |
| 9305 | -$14.66 | STAPLES BUSINESS ADVANTAGE |
| 9306 | $69.27 | STAPLES BUSINESS ADVANTAGE |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9307 | $14.66 | STAPLES BUSINESS ADVANTAGE |
| 9308 | $80.44 | STAPLES BUSINESS ADVANTAGE |
| 9309 | $13.74 | STAPLES BUSINESS ADVANTAGE |
| 9310 | $25.60 | STAPLES BUSINESS ADVANTAGE |
| 9311 | $93.29 | STAPLES BUSINESS ADVANTAGE |
| 9312 | $159.04 | STAPLES BUSINESS ADVANTAGE |
| 9313 | $585.43 | STAPLES BUSINESS ADVANTAGE |
| 9314 | $49.29 | STAPLES BUSINESS ADVANTAGE |
| 9315 | $259.10 | STAPLES BUSINESS ADVANTAGE |
| 9316 | $514.76 | STAPLES BUSINESS ADVANTAGE |
| 9317 | $385.90 | STAPLES BUSINESS ADVANTAGE |
| 9318 | $50.26 | STAPLES BUSINESS ADVANTAGE |
| 9319 | $982.46 | STAPLES BUSINESS ADVANTAGE |
| 9320 | $187.44 | STAPLES BUSINESS ADVANTAGE |
| 9321 | $80.74 | STAPLES BUSINESS ADVANTAGE |
| 9322 | $199.65 | STAPLES BUSINESS ADVANTAGE |
| 9323 | $183.76 | STAPLES BUSINESS ADVANTAGE |
| 9324 | $425.20 | STAPLES BUSINESS ADVANTAGE |
| 9325 | $720.39 | STAPLES BUSINESS ADVANTAGE |
| 9326 | $1,698.00 | STAPLES BUSINESS ADVANTAGE |
| 9327 | $524.89 | STAPLES BUSINESS ADVANTAGE |
| 9328 | $274.81 | STAPLES BUSINESS ADVANTAGE |
| 9329 | $9.33 | STAPLES BUSINESS ADVANTAGE |
| 9330 | $566.19 | STAPLES BUSINESS ADVANTAGE |
| 9331 | $290.89 | STAPLES BUSINESS ADVANTAGE |
| 9332 | $449.77 | STAPLES BUSINESS ADVANTAGE |
| 9333 | $450.00 | TASCO AUTO COLOR #41 |
| 9334 | $2,594.42 | TASCO AUTO COLOR #41 |
| 9335 | $960.00 | TECH ASSURANCE |
| 9336 | $921.95 | TECH ASSURANCE |
| 9337 | $306.18 | THE SOUTHERN CONNECTION POLICE |
| 9338 | $780.00 | THE SOUTHERN CONNECTION POLICE |
| 9339 | $623.40 | THE SOUTHERN CONNECTION POLICE |
| 9340 | $339.00 | THE SOUTHERN CONNECTION POLICE |
| 9341 | $17.50 | THRASH LOCKSMITH, LLC |
| 9342 | $70.51 | TRI-STATE TRUCK CENTER, INC. |
| 9343 | $250.00 | TRUARC, LLC |
| 9344 | $889.54 | ULINE, INC. |
| 9345 | $246.85 | ULINE, INC. |
| 9346 | $750.79 | UNIFORM WAREHOUSE & ACCESSORIE |
| 9347 | $396.19 | UNIFORM WAREHOUSE & ACCESSORIE |
| 9348 | $904.39 | UNIFORM WAREHOUSE & ACCESSORIE |
| 9349 | $1,812.19 | UPCHURCH SERVICES, LLC |
| 9350 | $51.98 | VAN'S DEER PROCESSING & SPORTI |
| 9351 | $279.90 | VAN'S DEER PROCESSING & SPORTI |
| 9352 | $344.87 | VAN'S DEER PROCESSING & SPORTI |
| 9353 | $865.00 | YATES AIR CONDITIONING & REFRI |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9354 | $165.00 | YATES AIR CONDITIONING & REFRI |
| 9355 | $1,555.80 | 49 TIRE AND AUTO SERVICE |
| 9356 | $4,801.89 | 49 TIRE AND AUTO SERVICE |
| | **Fund 012** | **STATE DRUG MONEY/CONFISCATION** |
| 9357 | $89,956.00 | HOWARD INDUSTRIES, INC. |
| 9358 | $4,875.00 | MOTOROLA SOLUTIONS, INC. |
| | **Fund 031** | **SPECIAL ASSMT.CRIMINAL PENALTY** |
| 9359 | $43,422.00 | GRAY-DANIELS AUTO WORLD |
| 9360 | $2,628.00 | MOTOROLA SOLUTIONS, INC. |
| | **Fund 097** | **EMERGENCY 911 FUND** |
| 8782 | $43,448.70 | AT&T |
| 8783 | $686.34 | CENTRAL ELECTRIC POWER ASSN. |
| 8784 | $208.82 | FUELMAN |
| 8785 | $1,054.69 | SOUTHERN PINE ELEC POWER |
| 8799 | $43.16 | CENTERPOINT ENERGY LAMS |
| 8878 | $103.81 | FUELMAN |
| 8879 | $530.70 | SOUTHERN PINE ELEC POWER |
| 8880 | $376.76 | TEC |
| 8881 | $40.01 | VERIZON WIRELESS |
| 9044 | $68.96 | C SPIRE WIRELESS |
| 9045 | $1,187.75 | CENTRAL ELECTRIC POWER ASSN. |
| 9046 | $99.13 | ENTERGY |
| 9047 | $198.18 | FUELMAN |
| 9048 | $1,185.71 | SOUTHERN PINE ELEC POWER |
| 9049 | $14.99 | TOSHIBA AMERICA BUSINESS SOLUT |
| 9361 | $561.40 | ENVIRONMENT MASTERS, INC. |
| | **Fund 104** | **LAW LIBRARY** |
| 9050 | $2,044.21 | THOMSON REUTERS-WEST |
| | **Fund 105** | **GARBAGE AND SOLID WASTE** |
| 8786 | $3,450.56 | WASTE MANAGEMENT CORPORATE SER |
| 8882 | $935.38 | WASTE MANAGEMENT CORPORATE SER |
| 9051 | $265.00 | DELTA COMPUTER SYSTEMS, INC. |
| 9052 | $43.40 | MARTIN, DEBRA |
| 9053 | $1,000.00 | MILLS, ADRIAN W. |
| 9054 | $12,559.08 | PEREGRINE CORPORATION |
| 9055 | $382.00 | U S POSTAL SERVICE |
| 9056 | $5,667.65 | WASTE MANAGEMENT CORPORATE SER |
| 9057 | $692,488.51 | WASTE MANAGEMENT OF JACKSON MS |
| 9362 | $8,215.00 | DELTA INDUSTRIES, INC. |
| 9363 | $7,905.00 | DELTA INDUSTRIES, INC. |
| 9364 | $15,133.00 | DELTA INDUSTRIES, INC. |
| 9365 | $1,483.06 | GILMORE BROS BUILDING SUPPLY I |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9366 | $761.23 | GILMORE BROS BUILDING SUPPLY I |
| 9367 | $166.94 | GILMORE BROS BUILDING SUPPLY I |
| 9368 | $546.90 | GILMORE BROS BUILDING SUPPLY I |
| 9369 | $9,199.56 | SOUTHERN PIPE & SUPPLY COMPANY |
| 9370 | $1,276.05 | TRUARC, LLC |
| | **Fund 106** | **VOLUNTEER FIRE** |
| 8787 | $267.83 | FUELMAN |
| 8883 | $104.55 | FUELMAN |
| 9058 | $200.00 | ARTHUR J. GALLAGHER RISK MANAG |
| 9059 | $224.40 | FUELMAN |
| 9060 | $171.16 | RANKIN COUNTY NEWS |
| 9371 | $1,312.96 | DEEP SOUTH SCUBA |
| 9372 | $25.98 | DEEP SOUTH SCUBA |
| 9373 | $4,500.00 | PERFORMANCE RESCUE |
| | **Fund 114** | **INMATE COMMISSARY FUND** |
| 9061 | $114.18 | C SPIRE WIRELESS |
| 9374 | $81.68 | BOB BARKER COMPANY INC |
| 9375 | $234.95 | RANKIN COUNTY COOPERATIVE |
| | **Fund 150** | **CO-UNIT ROAD MAINTENANCE FUND** |
| 8719 | $175,865.40 | HEMPHILL CONSTRUCTION COMPANY, |
| 8767 | $4,024.81 | TRUSTMARK BANK |
| 8768 | $1,473.18 | TRUSTMARK BANK |
| 8788 | $73.93 | AT&T |
| 8789 | $189.38 | BRANDON WATER DEPT. |
| 8790 | $26.07 | CENTRAL ELECTRIC POWER ASSN. |
| 8791 | $382.25 | ENTERGY |
| 8792 | $67.49 | ENTERGY |
| 8793 | $5,743.76 | FUELMAN |
| 8800 | $68.26 | CENTERPOINT ENERGY LAMS |
| 8801 | $21.41 | CENTRAL ELECTRIC POWER ASSN. |
| 8884 | $42.55 | CITY OF FLORENCE |
| 8885 | $1,919.47 | FUELMAN |
| 8886 | $86.27 | WINDSTREAM |
| 8890 | $597.00 | VISA |
| 9062 | $73.91 | AT&T |
| 9063 | $241.38 | AT&T MOBILITY, LLC-MIFI ACCOUN |
| 9064 | $4,972.50 | BODIE'S CONSTRUCTION INC |
| 9065 | $1,681.36 | C SPIRE WIRELESS |
| 9066 | $36,327.69 | CHEMPRO SERVICES INC |
| 9067 | $28,737.50 | ENGINEERING SERVICE |
| 9068 | $3,205.28 | ENTERGY |
| 9069 | $3,545.71 | FUELMAN |
| 9070 | $483.00 | MEA DRUG TESTING CONSORTIUM |
| 9071 | $1,000.00 | PAN SOUTHERN AG, LLC |

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| | | |
|---|---|---|
| 9072 | $76.34 | RANKIN COUNTY NEWS |
| 9073 | $154.29 | REVELL HARDWARE COMPANY, INC. |
| 9074 | $361.90 | RICOH USA, INC |
| 9075 | $25.00 | SAFEGUARD PEST MANAGEMENT, LLC |
| 9076 | $1,490.00 | SOUTHERN ENVIRONMENTAL GROUP, |
| 9077 | $3,007.00 | SOUTHERN TIRE RECYCLING, LLC |
| 9078 | $148.00 | STANTEC CONSULTING SERVICES, I |
| 9079 | $1,859.75 | TRUSTMARK BANK |
| 9080 | $10,049.63 | WASTE MANAGEMENT CORPORATE SER |
| 9376 | $12,048.87 | ADCAMP, INC. |
| 9377 | $127.28 | AGUP EQUIPMENT COMPANY |
| 9378 | $252.66 | AGUP EQUIPMENT COMPANY |
| 9379 | $2,591.43 | AGUP EQUIPMENT COMPANY |
| 9380 | $448,663.15 | AJ CONSTRUCTION INC |
| 9381 | $1,716.00 | AMERICAN TRAFFIC SAFETY MATERI |
| 9382 | $4,992.00 | ASC INDUSTRIAL PVF |
| 9383 | $31.00 | B&D DISTRIBUTION, LLC |
| 9384 | $160.00 | B&D DISTRIBUTION, LLC |
| 9385 | $2,645.50 | CERTIFIED LABORATORIES |
| 9386 | $2,245.25 | CERTIFIED LABORATORIES |
| 9387 | $30.11 | COURTNEY'S DO IT BEST |
| 9388 | $2,443.50 | CUSTOM PRODUCTS CORP. |
| 9389 | $315.55 | DARRELL'S AUTO ELECTRIC INC. |
| 9390 | $1,136.85 | DARRELL'S AUTO ELECTRIC INC. |
| 9391 | $587.14 | DEVINEY EQUIPMENT |
| 9392 | $1,296.91 | DEVINEY EQUIPMENT |
| 9393 | $160.12 | DEVINEY EQUIPMENT |
| 9394 | $325.54 | E-Z WHEELS, INC. |
| 9395 | $50.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9396 | $225.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9397 | $200.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9398 | $250.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9399 | $200.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9400 | $50.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9401 | $100.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9402 | $100.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9403 | $50.00 | ERGON ASPHALT & EMULSIONS, INC |
| 9404 | $5,110.12 | ERGON ASPHALT & EMULSIONS, INC |
| 9405 | $500.00 | G T MICHELLI CO INC |
| 9406 | $614.66 | GILMORE BROS BUILDING SUPPLY I |
| 9407 | $12.08 | GILMORE BROS BUILDING SUPPLY I |
| 9408 | $631.33 | GILMORE BROS BUILDING SUPPLY I |
| 9409 | $1,944.93 | GREEN EARTH PRODUCTS INC |
| 9410 | $464.59 | JACKSON AIR & HYDRAULIC INC |
| 9411 | $1,264.72 | JACKSON AIR & HYDRAULIC INC |
| 9412 | $24.10 | KENWORTH OF MISSISSIPPI, INC |
| 9413 | $3,332.66 | KENWORTH OF MISSISSIPPI, INC |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9414 | $136.56 | KENWORTH OF MISSISSIPPI, INC |
| 9415 | $255.42 | KENWORTH OF MISSISSIPPI, INC |
| 9416 | $479.78 | KENWORTH OF MISSISSIPPI, INC |
| 9417 | $287.18 | KENWORTH OF MISSISSIPPI, INC |
| 9418 | $399.60 | KENWORTH OF MISSISSIPPI, INC |
| 9419 | $689.10 | KIMBALL MIDWEST |
| 9420 | $2,157.92 | KIMBALL MIDWEST |
| 9421 | $35,239.00 | LANE LINE LLC |
| 9422 | $67,880.00 | LANE LINE LLC |
| 9423 | $47,838.00 | LANE LINE LLC |
| 9424 | $54,655.75 | LANE LINE LLC |
| 9425 | $350.00 | LEWIS ELECTRIC, INC. |
| 9426 | $198.28 | NAPA AUTO PARTS OF RICHLAND |
| 9427 | $437.56 | NAPA AUTO PARTS OF RICHLAND |
| 9428 | $1,184.90 | NAPA AUTO PARTS OF RICHLAND |
| 9429 | $154.99 | NAPA AUTO PARTS OF RICHLAND |
| 9430 | $134.70 | NAPA AUTO PARTS OF RICHLAND |
| 9431 | $219.21 | NAPA AUTO PARTS OF RICHLAND |
| 9432 | $949.50 | O'REILLY AUTO PARTS,INC. |
| 9433 | $136.73 | O'REILLY AUTO PARTS,INC. |
| 9434 | $20.45 | O'REILLY AUTO PARTS,INC. |
| 9435 | $128.50 | O'REILLY AUTO PARTS,INC. |
| 9436 | -$128.50 | O'REILLY AUTO PARTS,INC. |
| 9437 | $7.75 | O'REILLY AUTO PARTS,INC. |
| 9438 | $34.82 | O'REILLY AUTO PARTS,INC. |
| 9439 | $110.53 | O'REILLY AUTO PARTS,INC. |
| 9440 | $10.49 | O'REILLY AUTO PARTS,INC. |
| 9441 | $60.83 | O'REILLY AUTO PARTS,INC. |
| 9442 | $210.79 | O'REILLY AUTO PARTS,INC. |
| 9443 | $27.33 | O'REILLY AUTO PARTS,INC. |
| 9444 | $60.64 | O'REILLY AUTO PARTS,INC. |
| 9445 | $76.04 | O'REILLY AUTO PARTS,INC. |
| 9446 | $2,302.80 | PUCKETT MACHINERY CO. |
| 9447 | $1,119.78 | PUCKETT MACHINERY CO. |
| 9448 | $125.92 | PUCKETT MACHINERY CO. |
| 9449 | $556.64 | PUCKETT MACHINERY CO. |
| 9450 | $846.14 | PUCKETT MACHINERY CO. |
| 9451 | $86.01 | PUCKETT MACHINERY CO. |
| 9452 | $166.29 | PUCKETT MACHINERY CO. |
| 9453 | $337.99 | PUCKETT MACHINERY CO. |
| 9454 | $750.25 | RANKIN COUNTY COOPERATIVE |
| 9455 | $668.12 | REVELL HARDWARE COMPANY, INC. |
| 9456 | $702.00 | REVELL HARDWARE COMPANY, INC. |
| 9457 | $279.52 | REVELL HARDWARE COMPANY, INC. |
| 9458 | $3,039.00 | SHIPP'S TRUCK SPECIALIST INC |
| 9459 | $1,553.42 | SOUTHERN PIPE & SUPPLY COMPANY |
| 9460 | $1,488.00 | SOUTHERN TIRE MART LLC |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| 9461 | $1,068.18 | SOUTHERN TIRE MART LLC |
| 9462 | $1,004.00 | SOUTHERN TIRE MART LLC |
| 9463 | $1,477.60 | SOUTHERN TIRE MART LLC |
| 9464 | $738.80 | SOUTHERN TIRE MART LLC |
| 9465 | $502.00 | SOUTHERN TIRE MART LLC |
| 9466 | $2,516.84 | STAR REPAIR SERVICE, INC |
| 9467 | $1,726.54 | STAR REPAIR SERVICE, INC |
| 9468 | $71.61 | STRIBLING EQUIPMENT CO. |
| 9469 | $1,372.00 | SUMMIT SUPPLY GROUP, LLC |
| 9470 | $369.00 | SUMMIT SUPPLY GROUP, LLC |
| 9471 | $25,788.60 | TRAFFIC CONTROL PROD. CO., INC |
| 9472 | $14,731.00 | TRAFFIC CONTROL PROD. CO., INC |
| 9473 | $18,706.40 | TRAFFIC CONTROL PROD. CO., INC |
| 9474 | $28,173.60 | TRAFFIC CONTROL PROD. CO., INC |
| 9475 | $59,578.00 | TRAFFIC CONTROL PROD. CO., INC |
| 9476 | $39,798.00 | TRAFFIC CONTROL PROD. CO., INC |
| 9477 | $29,738.00 | TRAFFIC CONTROL PROD. CO., INC |
| 9478 | $39,730.00 | TRAFFIC CONTROL PROD. CO., INC |
| 9479 | $2,700.00 | TRAFFIC CONTROL PROD. CO., INC |
| 9480 | $48,972.00 | TRAFFIC CONTROL PROD. CO., INC |
| 9481 | $7,136.83 | TRUCKWORX KENWORTH OF MISSISSI |
| 9482 | $373.49 | WARING OIL COMPANY LLC |
| 9483 | $19,534.80 | WARING OIL COMPANY LLC |
| 9484 | $638.00 | YATES AIR CONDITIONING & REFRI |
| 9485 | $1,590.00 | YATES AIR CONDITIONING & REFRI |
| | **Fund 160** | **CO-UNIT BRIDGE & CULVERT FUND** |
| 8723 | $20,000.00 | LEESBURG WATER ASSOCIATION |
| 8769 | $3,046.25 | TRUSTMARK BANK |
| 8770 | $1,473.18 | TRUSTMARK BANK |
| 8804 | $10,000.00 | TAYLOR, JESSIE JAMES JR. |
| 9081 | $2,913.83 | CADENCE EQUIPMENT FINANCE |
| 9082 | $7,715.25 | ENGINEERING SERVICE |
| 9486 | $69,972.64 | ADCAMP, INC. |
| 9487 | $74,850.00 | SOUTHEASTERN PIPELINE & ENVIRO |
| 9488 | $20,519.02 | WARREN PAVING INC |
| 9489 | $2,839.68 | WARREN PAVING INC |
| 9490 | $4,493.65 | WARREN PAVING INC |
| 9491 | $17,732.69 | WARREN PAVING INC |
| 9492 | $13,246.29 | WARREN PAVING INC |
| 9493 | $6,021.23 | WARREN PAVING INC |
| 9494 | $12,325.80 | WARREN PAVING INC |
| 9495 | $9,376.83 | WARREN PAVING INC |
| 9496 | $2,274.54 | WARREN PAVING INC |
| 9497 | $9,889.14 | WARREN PAVING INC |
| 9498 | $2,501.42 | WARREN PAVING INC |
| 9499 | $2,377.62 | WARREN PAVING INC |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| | **Fund 199** | **2024 LOCAL IMP PROJECT FUND** |
| 9500 | $96,016.45 | VANCE BROTHERS, INC. |
| 9501 | $20,505.40 | VANCE BROTHERS, INC. |
| 9502 | $51,485.60 | VANCE BROTHERS, INC. |
| | **Fund 208** | **RANKIN COUNTY 2008 B&I FUND** |
| 9083 | $444,379.03 | THE PEOPLES BANK |
| | **Fund 210** | **COMMUNITY LOC-ARPA PROJECTS** |
| 8720 | $637,611.07 | SOUTHEASTERN PIPELINE & ENVIRO |
| 8721 | $237,238.54 | THORNTON CONSTRUCTION CO INC. |
| | **Fund 320** | **GUNTER ROAD EXT. SB 2002** |
| 8887 | $4,150.00 | RANKIN COUNTY CIRCUIT CLERK |
| 9084 | $1,137.50 | PALMER & SLAY, PLLC |
| 9085 | $23,500.00 | WALKER, SUSAN GUY |
| 9503 | $5,750.00 | RONNY WILLIAMSON CONSTRUCTION, |
| | **Fund 325** | **STORMWATER SB2948** |
| 9086 | $104,780.00 | WAGGONER ENGINEERING, INC. |
| | **Fund 326** | **I-20 LOOP-4.5M-HB603-ROAD** |
| 9087 | $25,190.00 | WAGGONER ENGINEERING, INC. |
| | **Fund 327** | **I-20 LOOP-3.0M-HB603-GRADE SEP** |
| 9088 | $174,000.00 | WAGGONER ENGINEERING, INC. |
| | **Fund 329** | **VFD-$75,000-HB603** |
| 8722 | $250.37 | MS DEPT OF FINANCE & ADMIN |
| | **Fund 650** | **JUDICIAL ASSESSEMENT CLEARING** |
| 9089 | $3,967.50 | MS CRIME LAB |
| 9090 | $1,500.00 | MS DEPT. OF PUBLIC SAFETY |
| 9091 | $3,624.25 | MS DEPT. OF PUBLIC SAFETY |
| 9092 | $98,946.37 | STATE TREASURER |
| | **Fund 654** | **CENTRAL MS REGIONAL LIBRARY** |
| 9093 | $46,451.67 | CENTRAL MS. REGIONAL LIBRARY S |
| | **Fund 657** | **RESERVOIR FIRE PROTECTION DIST** |
| 9094 | $11,951.41 | RESERVOIR FIRE PROTECTION DIST |
| | **Fund 658** | **CLEARY FIRE DISTRICT** |
| 9095 | $810.19 | CLEARY WATER SEWER & FIRE DIST |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| | **Fund 659** | **ROBINHOOD FIRE DISTRICT** |
| 9096 | $504.94 | ROBINHOOD FIRE PROTECTION DIST |
| | **Fund 660** | **LAKE HARBOR FIRE PROTECTION** |
| 9097 | $350.16 | LAKE HARBOR FIRE DISTRICT |
| | **Fund 661** | **EVERGREEN FIRE PROTECTION DIST** |
| 9098 | $230.84 | EVERGREEN FIRE PROTECTION DIST |
| | **Fund 662** | **FIVE (V) LAKES UTILITY DIST.** |
| 9099 | $281.41 | FIVE (V) LAKE UTILITY DIST. |
| | **Fund 663** | **STAR VOLUNTEER FIRE DEPT.DIST.** |
| 9100 | $106.97 | STAR FIRE PROTECTION DIST. |
| | **Fund 664** | **SW RANKIN FIRE PROTECTION DIST** |
| 9101 | $421.25 | SOUTHWEST RKN FIRE PROT. DIST. |
| | **Fund 665** | **RICHLAND CREEK WATERSHED** |
| 9102 | $83.80 | RICHLAND CREEK WATER SHED |
| | **Fund 666** | **RANKIN/HINDS DRAINAGE DISTRICT** |
| 9103 | $17,183.90 | RANKIN-HINDS DRAINAGE DIST. |
| | **Fund 667** | **RANKIN FIRST ECONOMIC DEV DIST** |
| 9104 | $20,729.17 | RANKIN FIRST ECON.DEV.AUTHORIT |
| | **Fund 669** | **PRV UTILITY DISTRICT** |
| 9105 | $1,900.00 | PEARL RIVER VALLEY WATER SUPPL |
| | **Fund 675** | **CLEARING FUND-SCHOOLS & CITIES** |
| 9106 | $208,165.67 | RANKIN CO. SCHOOL DIST. |
| | **Fund 676** | **YOUTH COURT - RESTITUTION** |
| 9107 | $167.00 | BUTLER, CLEVELAND |
| 9108 | $80.00 | RUMMEL, JANICE |
| | **Fund 677** | **LANGFORD FIRE DISTRICT** |
| 9109 | $275.67 | Langford Fire Protection Dist |
| | **Fund 690** | **HINDS COM COLLEGE MAINTENANCE** |
| 9110 | $60,803.05 | HINDS COMMUNITY COLLEGE |
| | **Fund 691** | **HINDS COM COLLEGE IMPROVEMENT** |
| 9111 | $85,940.00 | HINDS COMMUNITY COLLEGE |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

| | | |
|---|---|---|
| | **Fund 692** | **HINDS C C BOND REDEMPTION** |
| 9112 | $25,998.47 | HINDS COMMUNITY COLLEGE |
| | **Fund 693** | **HINDS COMMUNITY COLLEGE VOTECH** |
| 9113 | $77,576.22 | HINDS COMMUNITY COLLEGE |
| | **$7,718,165.40** | **Total All Invoices** |

Attachment: Claims Docket 7-16-25 thru 8-15-25 (RFA-2025-483 : Approval of Claims Docket in the Amount of $7,718,165.40)

# Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

August 6, 2025

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

RE: Virtual Academy Solution Agreement

Dear Board Members:

Please place on the Board minutes to renew our subscription to Virtual Academy. This is online training for full time certified officers and reserves.

The officers are allowed up to 16 hours of virtual training credits yearly. This online training counts toward their required yearly, by the Board of Minimum Standards, 24 hours of continuing education. The cost for the training is $45.00 per officer. We are requesting renewal for 160 slots full time certified and reserve officers. The total cost to renew is $7,200.00.

Thank you,

Barry Vaughn
Undersheriff

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

Attachment: Renewal of Agreement with Virtual Academy Solutions (RFA-2025-485 : Request Approval for the Sheriff's Department to Renew

VIRTUAL ACADEMY.
317 South Lindell Street
Martin, TN 38237

# Invoice

| Date | Invoice # |
|---|---|
| 8/10/2025 | VA15244 |

| Due Date |
|---|
| 9/9/2025 |

Bill To:
Rankin County Sheriff's Office
221 N. Timber Street
BRANDON, MS 39042

**INVOICE INCLUDED ATTN: ACCOUNTS PAYABLE**

| Rep | Phone # | E-mail | Terms | Savant Tax ID |
|---|---|---|---|---|
| TC | 800-313-3280 X201 | gina.jackson@savantls.com | Net 30 | 20-8323618 |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| 160 | Virtual Academy Training - Full Catalog - Contract Dates:09/09/2025 09/09/2026<br><br>All training courses available at time of invoice<br><br>All new POST-approved training courses implemented during the invoice period listed above<br><br>Digital document repository<br><br>Communications module<br><br>24/7 tech support<br><br>Implementation training and guides<br><br>Customized, branded training website<br><br>RENEWAL | 45.00 | 7,200.00 |

Please make checks payable to Virtual Academy

**Total** $7,200.0

3% Charge on Credit Card Payment

Attachment: Renewal of Agreement with Virtual Academy Solutions (RFA-2025-485 : Request Approval for the Sheriff's Department to Renew

viapath TECHNOLOGIES
3120 Fairview Park Dr. / Suite 300
Falls Church, VA 22042

Attachment: Amendment #6 to the Inmate Telephone Service Agreement with Global Tel Link Corp (ViaPath) (RFA-2025-486 : Authorization for

## AMENDMENT # 6 TO SERVICES AGREEMENT

This Amendment # 6 ("**Amendment**") takes effect as of the date signed by all parties listed in this preamble ("**Amendment Effective Date**"), and amends and revises that certain Services Agreement, dated July 22, 2015, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "**Company**"), and Rankin County Board of Supervisors with an address of 211 East Government Street, Brandon, Mississippi 29402 (the "**Premises Provider**") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, by this Amendment the Parties intend to update the Agreement in consideration of the FCC Waiver Order issued on June 30, 2025.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the Parties hereby amend the Agreement as follows:

1. Inmate Telephone Provisions

1.1. ***Section 4, Compensation,*** of the Agreement is hereby deleted in its entirety and replaced as follows:

> Commission payable to the Premises Provider under the Agreement shall be **twenty percent (20%)** of each completed billable ITS call, which shall be paid within forty-five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed billable ITS call, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.

1.2. ***Section 5, Rates,*** of the Agreement is hereby amended to include the following Additional Features into the ITS rates.

| **Additional Features** |
|---|
| 365 Day On-Line Call Recording Storage |
| 60 Day On-Line Video Recording Storage |
| Live Monitoring |
| Call Detail Reporting Tools |
| PREA Support |
| 24X7 Technical Support |
| Hot Alert |
| Audit Tools |
| Voice IQ Initial Voice Biometrics Stops PIN Sharing |
| Unlimited Reverse Number Lookup (BNA) |
| Called Party IQ – Detection of prisoner-to-prisoner telephone calling |
| Phone IQ – Phone Type Id |

1.3. ***Section 5, Rates,*** of the Agreement is hereby deleted in its entirety and replaced as follows:

Rates and Charges for Inmate Telephone Services (ITS) are hereby as follows:

viapath TECHNOLOGIES
3120 Fairview Park Dr. / Suite 300
Falls Church, VA 22042

1. Interstate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: $0.21 per minute of use.
2. Intrastate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: $0.21 per minute of use.
3. International ITS calls, whether made using a Prepaid Debit or AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every three (3) months in accordance with the FCC Order. These rates can be found at: Legal and Privacy – ViaPath.
4. No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

2. Tablet Services

2.1. ***Amendment 3, Exhibit A Tablet Service Schedule, Section 7, Enhanced Services and Accessories Rates,*** is hereby deleted in its entirety and replaced as follows:

**7. Enhanced Communications, Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Communications, Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

a. Enhanced Communications:
   i. Voice Communication: will be charged at the same per-minute rate as ITS under this Agreement.

   ii. Video Visitation Services:
      1. $0.25 per minute On-Premise Price
      2. $0.25 per minute Remote Visit Price

b. Enhanced Services:
   i. Paid Inmate Content Access:
      1. Standard Profile: $0.07 per minute
      2. Free Profile: $0.00 per minute

   ii. Premium Content Access Pass: Premium movie and TV content available for purchase by inmates at $12.99 for a 180 minute "access pass" in addition to all available content. (to be used within 72 hours).

   iii. Messaging From Inmate Family and Friends (charged to inmate family and friends):
      1. $0.50 per written message
      2. $0.50 per photo attachment (in addition to charge for any written message, if provided)
      3. $0.50 per video message



Attachment: Amendment #6 to the Inmate Telephone Service Agreement with Global Tel Link Corp (ViaPath) (RFA-2025-486 : Authorization for

viapath TECHNOLOGIES
3120 Fairview Park Dr. / Suite 300
Falls Church, VA 22042

iv. Accessories – Replacement Earbuds: $4.00.

v. Tablet Replacement. $255.00

vi. Transaction Fees. Company may charge certain Transaction Fees for Enhanced Services in accordance with the following amounts:

| | |
|---|---|
| Automated payment for credit card, debit card, and bill processing fees | Up to $3.95 per transaction |
| Live Agent Fee | $5.95 per transaction |
| Third Party Financial Transaction Fee | Up to $5.95 per transaction when transaction is paid via a live agent<br><br>Up to $3.00 per transaction when transaction is paid via automated payment system |
| Tablet Account Setup Fee | Up to $1.50 |

2.2. ***Amendment 3, Exhibit A Tablet Service Schedule, Section 8, Tablet Commissions***, is hereby deleted in its entirety and replaced as follows:

Company will pay Premises Provider a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay monthly a sum equal to **eighteen percent (18%)** of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation ("Content Revenue"). Company will also pay Premises Provider monthly a sum equal to **twenty percent (20%)** of the gross revenue received from billable video visitation services sessions. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty ( 60) days of receipt of commission payment by the Premises Provider.

3. The terms and conditions of the Agreement, as amended, shall in all other respects remain unmodified and in full force and effect. In the event of any inconsistencies between the terms and conditions contained in the Agreement, the terms and conditions contained in this Amendment will control.

4. In the event the FCC Order is stayed or amended, the following rates, charges, commissions and other provisions shall not go into effect until the stay is lifted or a subsequent effective date for compliance with the FCC Order is established in accordance with applicable law or order.

5. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and will bind the Parties to the same extent as that of an original signature. Each Party agrees that the Electronic Signatures (as defined herein) of the Parties included on this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic symbol and/or process attached to or logically associated with a document and executed by a Party with the intent to sign such document, including facsimile, email, or other electronic signatures.



Attachment: Amendment #6 to the Inmate Telephone Service Agreement with Global Tel Link Corp (ViaPath) (RFA-2025-486 : Authorization for

6. This Amendment may be executed in counterparts, each of which, when executed, will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

**IN WITNESS WHEREOF**, this Amendment was signed by the Parties under the hands of their duly authorized officers and made effective as of the Amendment Effective Date.

**Global Tel*Link Corporation**
**d/b/a ViaPath Technologies**

By:_____
Name:_____
Title:_____
Date: _____

**Premises Provider**
**Rankin County Board of Supervisors**

By:_____
Name: Sid Scarbrough
Title: Board President
Date: August 15, 2025



Attachment: Amendment #6 to the Inmate Telephone Service Agreement with Global Tel Link Corp (ViaPath) (RFA-2025-486 : Authorization for

ENGINEERING SERVICE
EST 1946

*115 Aerosmith Drive*
*Post Office Box 180429*
*Richland, Mississippi 39218*

*Phone: 601-939-8737*
*Facsimile: 601-939-8799*
*Web: www.engservice.com*

July 30, 2025

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

Re: Billing Rates

Dear Sir or Madam,

Enclosed herewith for your records is a copy of the new hourly rate schedule for the 2025-2026 fiscal year. The rates will become effective on September 1, 2025 for all future hourly and cost plus fixed fee contracts. All current contracts will remain unchanged. Future lump sum contracts will be negotiated as usual.

A copy of the current rate schedule is also included for your reference.

Should you have any questions, please let us know.

Very truly yours,
ENGINEERING SERVICE

Tim Parker, P.E.
President

Attachment: Adjusted Rate Schedule for Engineering Services, Effective September 1, 2025 (RFA-2025-488 : Approval to Accept the Adjusted

TELEPHONE
(601) 939-8737

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

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

# HOURLY RATES FOR PROFESSIONAL SERVICES

(EFFECTIVE SEPTEMBER 1, 2025 – AUGUST 31, 2026)

| Position | Hourly Rate |
|---|---|
| Principal Engineer | $ 205.00 |
| Sr. Project Manager | 190.00 |
| Oil & Gas Pipeline Sr. Engineer | 190.00 |
| Environmental Scientist | 150.00 |
| Project Manager | 165.00 |
| Project Engineer | 145.00 |
| Engineer Intern IV | 125.00 |
| Engineer Intern III | 120.00 |
| Engineer Intern II | 115.00 |
| Engineer Intern I | 110.00 |
| Registered Surveyor | 162.00 |
| Engineering Designer | 100.00 |
| Administrative | 65.00 |
| On-Site Representative (Regular Time) | 97.00 |
| On-Site Representative (Overtime) | 107.00 |
| Survey Rates on attached sheet | |

Attachment: Adjusted Rate Schedule for Engineering Services, Effective September 1, 2025 (RFA-2025-488 : Approval to Accept the Adjusted

ENGINEERING SERVICE
CONSULTING ENGINEERS & SURVEYORS

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

A DIVISION OF M & G ENTERPRISES, INC.
115 AEROSMITH DRIVE
RICHLAND MS 39218

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

# 2026 Survey Rate Sheet

***(EFFECTIVE SEPTEMBER 1, 2025 – AUGUST 31, 2026)***

| | | |
|---|---|---|
| 1-man Survey Crew | | $125 per hour |
| | Overtime (over 8 hours per day) | $145 per hour |
| 2-man Survey Crew | | $190 per hour |
| | Overtime (over 8 hours per day) | $220 per hour |
| 3-man Survey Crew | | $230 per hour |
| | Overtime (over 8 hours per day) | $265 per hour |
| Survey Technician I | | $110 per hour |
| | Overtime (over 8 hours per day) | $125 per hour |
| Survey Technician II | | $135 per hour |
| | Overtime (over 8 hours per day) | $160 per hour |
| Professional Surveyor | | $162 per hour |
| ATV | | $100 per day |
| Mileage | (All over 50 miles per day) | Current IRS Rate |
| Per Diem | (Per man) for 2 days worked | $150 per night |
| | (Per man) for over 2 days worked | $150 per day |

Lidar Topographic Services available by request on a lump sum basis.

All stakes, flagging, etc, supplied
Any non-typical supplies, T-Post, Line marking Paint, billed at cost.

Attachment: Adjusted Rate Schedule for Engineering Services, Effective September 1, 2025 (RFA-2025-488 : Approval to Accept the Adjusted

Exchange: Brandon 601825 County Permit # 03-25-111

Engineer: Scott Carriere

Tel. No.: 601-310-0704

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

PROJECT NO. Ms Beam proj-A05650K

UTILITY NAME: AT&T of Mississippi

BY Scott Carriere

ADDRESS 100 Brunie St, Hattiesburg, Ms 39401, HEREIN CALLED APPLICANT proposes to construct a fiber optic route Utility Facility along or across various County Road(s), said facility to be installed between _____ and _____

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

Gill Rd/Ashley Rd/Haley Ln/Indian Mound Ridge/Johns Shiloh Rd/

Johns Mayton Rd/Fletcher Rd/Fletcher Pl/Stapleton Rd/Johnny Bell Rd/Bell Cove

Norwood Circle/Monte Carlo Rd in Rankin County, Mississippi, and hereby makes an application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without the approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the " Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities than required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocate of the facilities within sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

Attachment: AT&T UT Permit A05650K Gill Road (RFA-2025-489 : Request for Approval of AT&T Utility Permit No. A05650K to Construct A)

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: AT&T UT Permit A05650K Gill Road (RFA-2025-489 : Request for Approval of AT&T Utility Permit No. A05650K to Construct A)

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 25th day of July, 2025.

Scott Carriere

NAME

Senior Specialist-OSP Design Engineer

TITLE

Attachment: AT&T UT Permit A05650K Gill Road (RFA-2025-489 : Request for Approval of AT&T Utility Permit No. A05650K to Construct A)

# RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied for this Permit to remain valid:

1. Applicant and/or Contractor performing services must display a minimum 20 inch by 20 inch sign indicating the name of the applicant and the name of the contractor performing services (if applicable) at an obvious and visible location in close proximity to the location where utilities are being installed/relocated.

2. A copy of the approved utility permit application and a copy of this Permit must be placed in all vehicles utilized by Applicant and/or Contractor.

3. **All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30} days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at the completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.**

4. Any Utility that crosses a county road must be incased.

5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS-BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION, AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf" version of as-built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 15 day of August 2025. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hawsey

RANKIN COUNTY ROAD MANAGER

Attachment: AT&T UT Permit A05650K Gill Road (RFA-2025-489 : Request for Approval of AT&T Utility Permit No. A05650K to Construct A)

Name of Applicant: Scott Carriere
Location of Project: F 5420 Hwy 18
Type of Utility: AT&T of Mississippi-Fiber optics

**Utility Contractor Requirements & Responsibilities:**

1) Fill out a utility permit form entirely and include the following:
   a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
   b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
   c) Verification of utility easements for subdivision is the contractor's responsibility.
   d) Submit entire utility permit package to utpermit@rankincounty.org.

2) Once approved by the Board of Supervisors the Contactor will be notified via email from UT permits.
   a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
   b) 48 hours notice form is required to 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 Friday.
   b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
   c) Cable placement must be marked.
   d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
   e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
   f) One Boring Rig is allowed six pits within a 48-hour time frame.
   g) Boring holes will only be at a depth of 5 feet
   h) When not actively working open holes wrap with orange safety construction fencing.
   i) All task completed by 5 pm during weekdays. **All** pits will be closed over the weekend and Holidays.
   j) Holes will be filled with compactable dirt or select material.
   k) Anything impeding the roadway will be filled with crushed aggregate.

4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
   a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

5) Suspension of Permit:

Attachment: AT&T UT Permit A05650K Gill Road (RFA-2025-489 : Request for Approval of AT&T Utility Permit No. A05650K to Construct A)

a) If damage occurs at worksite the permit will be suspended for 2 business days.
b) The second occurrence of damage at the worksite will result in a 5 business day suspension.
c) The third occurrence of damage at the worksite will result in termination of the utility permit, complete operational shutdown and equipment removal. The contractor will have to meet with the county Board a Supervisor for approval of future operations within the county.

Attachment: AT&T UT Permit A05650K Gill Road (RFA-2025-489 : Request for Approval of AT&T Utility Permit No. A05650K to Construct A)

Exchange: BRANDON 601825

Engineer: Mario Bolton

Tel. No.: 662-671-1282

County Permit # 03-25-112

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

PROJECT NO. A05808X

UTILITY NAME: AT&T MISSISSIPPI

BY Mario Bolton

ADDRESS 58 ILENE SAUNDER COLDWATER MS, HEREIN CALLED APPLICANT proposes to construct a aeial/buried fiber cable Utility Facility along or across VARIOUS County Road(s), said facility to be installed between see below and see below

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

SPRING WATER RANCH RD, LAKE SPRING WATER RD, FLETCHER RD

_____ in Rankin County, Mississippi, and hereby makes an application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without the approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the " Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities than required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocate of the facilities within sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

Attachment: AT&T UT Permit A05808X Spring Water Ranch Road (RFA-2025-490 : Request for Approval of AT&T Utility Permit No. A05808X 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: AT&T UT Permit A05808X Spring Water Ranch Road (RFA-2025-490 : Request for Approval of AT&T Utility Permit No. A05808X 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 6TH day of AUGUST, 20 25.

Mario Bolton

NAME

Senior Specialist-OSP Design Engineer

TITLE

Attachment: AT&T UT Permit A05808X Spring Water Ranch Road (RFA-2025-490 : Request for Approval of AT&T Utility Permit No. A05808X to

Attachment: AT&T UT Permit A05808X Spring Water Ranch Road (RFA-2025-490 : Request for Approval of AT&T Utility Permit No. A05808X 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. **All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30} days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at the completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.**

4. Any Utility that crosses a county road must be incased.

5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS-BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION, AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf' version of as-built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 15 day of August 2025. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hawsey

RANKIN COUNTY ROAD MANAGER

Name of Applicant: Mario Bolton
Location of Project: Brandon
Type of Utility: Communication (AT&T)

**Utility Contractor Requirements & Responsibilities:**

1) Fill out a utility permit form entirely and include the following:
   a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
   b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
   c) Verification of utility easements for subdivision is the contractor's responsibility.
   d) Submit entire utility permit package to utpermit@rankincounty.org.

2) Once approved by the Board of Supervisors the Contactor will be notified via email from UT permits.
   a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
   b) 48 hours notice form is required to 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 Friday.
   b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
   c) Cable placement must be marked.
   d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
   e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
   f) One Boring Rig is allowed six pits within a 48-hour time frame.
   g) Boring holes will only be at a depth of 5 feet
   h) When not actively working open holes wrap with orange safety construction fencing.
   i) All task completed by 5 pm during weekdays. **All** pits will be closed over the weekend and Holidays.
   j) Holes will be filled with compactable dirt or select material.
   k) Anything impeding the roadway will be filled with crushed aggregate.

4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
   a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

5) Suspension of Permit:

Attachment: AT&T UT Permit A05808X Spring Water Ranch Road (RFA-2025-490 : Request for Approval of AT&T Utility Permit No. A05808X 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 a Supervisor for approval of future operations within the county.

Attachment: AT&T UT Permit A05808X Spring Water Ranch Road (RFA-2025-490 : Request for Approval of AT&T Utility Permit No. A05808X to

Exchange: AT&T Pearl City
Engineer: Jeremy Malley
Tel. No.: 601-481-4896

Serial No.: 03-25-113

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

PROJECT NO. A0564QR RANKIN COUNTY

UTILITY NAME AT&T MIssissippi

BY Jeremy Malley

ADDRESS 2310 7th St, Meridian, MS 39301, HEREIN CALLED APPLICANT proposes to construct a fiber optic cable Utility Facility along or across Johns Mayton Rd County Road(s), said facility to be installed between MS-43 and MS-13

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

Johns Mayton Rd

in Rankin County, Mississippi, and hereby makes application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the "Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities then required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocation of the facilities within a period of sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

Attachment: AT&T UT Permit A0564QR Johns Mayton Road (RFA-2025-491 : Request for Approval of AT&T Utility Permit No. A0564QR to

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

Rankin County intends the following:

1. Cooperate with the Utility Company to avoid unnecessary conflicts in locating, constructing, and maintaining County Roads and Utilities.

2. Use legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.

3. If the County Engineer or other authorized representative of the Board of Supervisors approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the sketches, and plans are not approved, he shall promptly notify the applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in the compliance with the location and standards shown in the Policy in this Agreement for the installation.

4. Should any term or provision of the Application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

By submitting this Application, the Applicant **CERTIFIES** to Rankin County as follows:

1. Applicant has researched Mississippi 811 records and certifies that all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application are shown on this permit application, complete with type and owner of existing utility, and;
2. The owners of all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application have been provided with a copy of this permit application for informational purposes only, and;

3. That the proposed utility covered by this permit application will be installed at a minimum horizontal distance of eighteen inches (18") from any other existing utility OR, If eighteen inch (18") horizontal clearance is not maintained, Applicant agrees to waive any rights to compensation for repair of the proposed utility covered by this permit application for any non-negligent damage to the utility covered by this permit application caused by the operation and maintenance activities of any utility operator of an existing utility shown on this permit application that lies closer than eighteen inches (18") horizontally to the utility covered under this permit application; AND,

Attachment: AT&T UT Permit A0564QR Johns Mayton Road (RFA-2025-491 : Request for Approval of AT&T Utility Permit No. A0564QR to

4. That Applicant waives any and all right to compensation from Rankin County for removal of, relocating of, or future damage caused by Rankin County to, any utility placed as a result of this Application.

5. Applicant will abide by each provision and term as reflected on the **Exhibit "A"** attached hereto and incorporated herein by reference.

WITNESS the signature of the Applicant this the 8th day of August, 20 25.

Jeremy Malley
NAME

SR SPECIALIST-OSP DESIGN ENGINEER
TITLE

Attachment: AT&T UT Permit A0564QR Johns Mayton Road (RFA-2025-491 : Request for Approval of AT&T Utility Permit No. A0564QR to

# RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied in order for this Permit to remain valid:

1. Applicant and/or Contractor performing services must display a minimum 20 inch by 20 inch sign indicating the name of the applicant and the name of the contractor performing services (if applicable) at an obvious and visible location in close proximity to the location where utilities are being installed/relocated.

2. A copy of the approved utility permit application and a copy of this Permit must be placed in all vehicles utilized by Applicant and/or Contractor.

3. **All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30) days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.**

4. Any Utility that crosses a county road must be incased.

5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf" version of as built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 15 day of August, 2025 This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hanson

RANKIN COUNTY ROAD MANAGER

Name of Applicant: ATT
Location of Project: Johns Mayton Rd.
Type of Utility: Fiber

Attachment: AT&T UT Permit A0564QR Johns Mayton Road (RFA-2025-491 : Request for Approval of AT&T Utility Permit No. A0564QR to

# "EXHIBIT A"

**Utility Contractor Requirements & Responsibilities:**

1) Fill out a utility permit form entirely and include the following:
   a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
   b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
   c) Verification of utility easements for subdivision is the contractor's responsibility.
   d) Submit entire utility permit package to Janice Dendy at **adjd@rankincounty.org**

2) Once approved by the Board of Supervisors the Contactor will be notified via email from Janice Dendy.
   a) After receiving the approved utility permit all correspondence will be **utpermit@rankincounty.org**
   b) 48 hour notice form is required to **utpermit** email address before the start date of work.
   c) The point of contact must be knowledge of the permit and able to effectively communicate with the inspector.

3) Boring/Excavating Operations:
   a) Operational days are only Monday through Friday.
   b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
   c) Cable placement must be marked.
   d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
   e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
   f) One Boring Rig is allowed six pits within a 48-hour time frame.
   g) Boring holes will only be at a depth of 5 feet
   h) When not actively working open holes wrap with orange safety construction fencing.
   i) All task(s) should be completed by 5 pm during weekdays. **All** pits must be closed over the weekend and Holidays.
   j) Holes will be filled with compactable dirt or select material.
   k) Anything impeding the roadway will be filled with crushed aggregate.

4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
   a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

Attachment: AT&T UT Permit A0564QR Johns Mayton Road (RFA-2025-491 : Request for Approval of AT&T Utility Permit No. A0564QR to

**5) Suspension of Permit:**

a) If damage occurs at worksite the permit will be suspended for 2 business days.

b) The second occurrence of damage at the worksite will result in a 5 business day suspension.

c) The third occurrence of damage at the worksite will result in termination of the utility permit, complete operational shutdown and equipment removal. The contractor will have to meet with the county Board a Supervisor for approval of future operations within the county.

Attachment: AT&T UT Permit A0564QR Johns Mayton Road (RFA-2025-491 : Request for Approval of AT&T Utility Permit No. A0564QR to

Exchange: _____ County Permit # 03-25-401

Engineer: _____

Tel. No.: _____

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

PROJECT NO. Puckett

UTILITY NAME: Telepak Networks d.b.a C Spire

BY Jacob Dykes

ADDRESS 1018 Highland Colony PKWY Suite 400, Ridgeland, MS 39157, HEREIN CALLED APPLICANT proposes to construct a Red Allen Rd Utility Facility along or across Warren Hill Rd County Road(s), said facility to be installed between Corley Rd and Geoege St

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

Red Allen Rd, Warren Hill Rd, Corley Rd, Geoege St, White Dr, Catherine Ann Rd

Braydens Bend, Owen Boone Rd, Gabe Holcomb Rd, Ole Magnolia, Cassie Dr

Bain Circle,Bain Rd

_____ in Rankin County, Mississippi, and hereby makes an application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without the approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the " Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities than required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocate of the facilities within sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

Attachment: CSpire UT Permit Puckett, Warren Hill Road (RFA-2025-492 : Request for Approval of CSpire Utility Permit No. "Puckett" 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: CSpire UT Permit Puckett, Warren Hill Road (RFA-2025-492 : Request for Approval of CSpire Utility Permit No. "Puckett" 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 9th day of July, 20 25.

Jacob Dykes
NAME

Manager, FTTH OSP Engineer
TITLE

Attachment: CSpire UT Permit Puckett, Warren Hill Road (RFA-2025-492 : Request for Approval of CSpire Utility Permit No. "Puckett" 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. **All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30} days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at the completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.**

4. Any Utility that crosses a county road must be incased.

5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS-BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION, AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf' version of as-built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 15 day of August 20 25. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hawsey
RANKIN COUNTY ROAD MANAGER

Name of Applicant: CSpire
Location of Project: Warren Hill Rd
Type of Utility: Fiber

Attachment: CSpire UT Permit Puckett, Warren Hill Road (RFA-2025-492 : Request for Approval of CSpire Utility Permit No. "Puckett" to

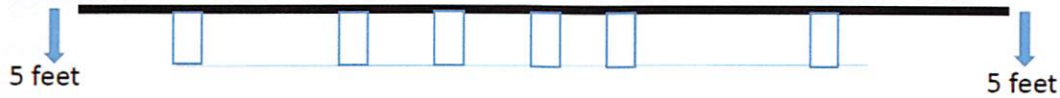
# Exhibit A

**Utility Contractor Requirements & Responsibilities:**

1) Fill out a utility permit form entirely and include the following:
   a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
   b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
   c) Verification of utility easements for subdivision is the contractor's responsibility.
   d) Submit entire utility permit package to utpermit@rankincounty.org

2) Once approved by the Board of Supervisors the Contactor will be notified via email from UT permits.
   a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
   b) 48 hours notice form is required to utpermit email address before the start date of work.
   c) The point of contact must be knowledge of the permit and able to effectively communicate with the inspector.

3) Boring/Excavating Operations:
   a) Operational days are only Monday through Friday.
   b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
   c) Cable placement must be marked.
   d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
   e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
   f) One Boring Rig is allowed six pits within a 48-hour time frame.
   g) Boring holes will only be at a depth of 5 feet
   h) When not actively working open holes wrap with orange safety construction fencing.
   i) All task completed by 5 pm during weekdays. **All** pits will be closed over the weekend and Holidays.
   j) Holes will be filled with compactable dirt or select material.
   k) Anything impeding the roadway will be filled with crushed aggregate.




4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
   a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

5) Suspension of Permit:
   a) If damage occurs at worksite the permit will be suspended for 2 business days.
   b) The second occurrence of damage at the worksite will result in a 5 business day suspension.
   c) The third occurrence of damage at the worksite will result in termination of the utility permit, complete operational shutdown and equipment removal. The contractor will have to meet with the county Board a Supervisor for approval of future operations within the county.

Attachment: CSpire UT Permit Puckett, Warren Hill Road (RFA-2025-492 : Request for Approval of CSpire Utility Permit No. "Puckett" to

Exchange: _____ County Permit # 05-25-200

Engineer: Dwight Sanders

Tel. No.: 601.941.5082

**PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS** Lake Village Circle **COUNTY ROAD**

PROJECT NO. 73607-005

UTILITY NAME: fiber optic cable

BY Telepak Networks, Inc. dba CSpire

ADDRESS 1018 Highland Col. Pkwy.; Ridgeland, HEREIN CALLED APPLICANT proposes to construct a fiber optic cable Utility Facility along or across Vernon Jones Ave. County Road(s), said facility to be installed between 0+00 and 5+80

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

~~Martin Circle~~ Vernon Jones Ave.

_____ in Rankin County, Mississippi, and hereby makes an application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without the approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the " Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities than required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocate of the facilities within sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

Attachment: CSpire UT Permit 73607-005 Vernon Jones Avenue (RFA-2025-493 : Request for Approval of CSpire Utility Permit No. 73607-005 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: CSpire UT Permit 73607-005 Vernon Jones Avenue (RFA-2025-493 : Request for Approval of CSpire Utility Permit No. 73607-005 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 4th day of August, 20 25 .

Jennifer Childs
NAME

OSP Permit Spec.
TITLE

Attachment: CSpire UT Permit 73607-005 Vernon Jones Avenue (RFA-2025-493 : Request for Approval of CSpire Utility Permit No. 73607-005 to

Attachment: CSpire UT Permit 73607-005 Vernon Jones Avenue (RFA-2025-493 : Request for Approval of CSpire Utility Permit No. 73607-005 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. **All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30} days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at the completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.**

4. Any Utility that crosses a county road must be incased.

5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS-BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION, AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf' version of as-built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 15 day of August 2025. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hawsey

RANKIN COUNTY ROAD MANAGER

Name of Applicant: Telepak Networks, Inc. dba CSpire
Location of Project: Vernon Jones Ave.
Type of Utility: fiber optic cable

**Utility Contractor Requirements & Responsibilities:**

1) Fill out a utility permit form entirely and include the following:
   a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
   b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
   c) Verification of utility easements for subdivision is the contractor's responsibility.
   d) Submit entire utility permit package to utpermit@rankincounty.org.

2) Once approved by the Board of Supervisors the Contactor will be notified via email from UT permits.
   a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
   b) 48 hours notice form is required to 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 Friday.
   b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
   c) Cable placement must be marked.
   d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
   e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
   f) One Boring Rig is allowed six pits within a 48-hour time frame.
   g) Boring holes will only be at a depth of 5 feet
   h) When not actively working open holes wrap with orange safety construction fencing.
   i) All task completed by 5 pm during weekdays. **All** pits will be closed over the weekend and Holidays.
   j) Holes will be filled with compactable dirt or select material.
   k) Anything impeding the roadway will be filled with crushed aggregate.

4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
   a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

5) Suspension of Permit:

Attachment: CSpire UT Permit 73607-005 Vernon Jones Avenue (RFA-2025-493 : Request for Approval of CSpire Utility Permit No. 73607-005 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 a Supervisor for approval of future operations within the county.

Attachment: CSpire UT Permit 73607-005 Vernon Jones Avenue (RFA-2025-493 : Request for Approval of CSpire Utility Permit No. 73607-005 to

Exchange: _____ County Permit # 02-25-202

Engineer: Dwight Sanders

Tel. No.: 601.941.5082

**PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS Old Fannin Rd COUNTY ROAD**

PROJECT NO. 75984-001

UTILITY NAME: fiber optic cable

BY Telepak Networks, Inc. dba CSpire

ADDRESS 1018 Highland Col. Pkwy.; Ridgeland, HEREIN CALLED APPLICANT proposes to construct a fiber optic cable Utility Facility along or across Old Fannin Rd. County Road(s), said facility to be installed between 0+00 and 8+84

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

~~XXXXXXXXX~~ Martin Circle Old Fannin Rd

_____ in Rankin County, Mississippi, and hereby makes an application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without the approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the " Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities than required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocate of the facilities within sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

Attachment: CSpire UT Permit 75984-001 Old Fannin Road (RFA-2025-494 : Request for Approval of CSpire Utility Permit No. 75984-001 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: CSpire UT Permit 75984-001 Old Fannin Road (RFA-2025-494 : Request for Approval of CSpire Utility Permit No. 75984-001 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 31st day of July, 20 25.

Jennifer Childs
NAME

OSP Permit Spec.
TITLE

Attachment: CSpire UT Permit 75984-001 Old Fannin Road (RFA-2025-494 : Request for Approval of CSpire Utility Permit No. 75984-001 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. **All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30} days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at the completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.**

4. Any Utility that crosses a county road must be incased.

5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS-BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION, AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf' version of as-built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 15 day of August 2025. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

Mike Hamson

RANKIN COUNTY ROAD MANAGER

Attachment: CSpire UT Permit 75984-001 Old Fannin Road (RFA-2025-494 : Request for Approval of CSpire Utility Permit No. 75984-001 to

Name of Applicant: Telepak Networks, Inc. dba CSpire
Location of Project: Collinwood Lane
Type of Utility: fiber optic cable

**Utility Contractor Requirements & Responsibilities:**

1) Fill out a utility permit form entirely and include the following:
   a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
   b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
   c) Verification of utility easements for subdivision is the contractor's responsibility.
   d) Submit entire utility permit package to utpermit@rankincounty.org.

2) Once approved by the Board of Supervisors the Contactor will be notified via email from UT permits.
   a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
   b) 48 hours notice form is required to 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 Friday.
   b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
   c) Cable placement must be marked.
   d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
   e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
   f) One Boring Rig is allowed six pits within a 48-hour time frame.
   g) Boring holes will only be at a depth of 5 feet
   h) When not actively working open holes wrap with orange safety construction fencing.
   i) All task completed by 5 pm during weekdays. **All** pits will be closed over the weekend and Holidays.
   j) Holes will be filled with compactable dirt or select material.
   k) Anything impeding the roadway will be filled with crushed aggregate.

4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
   a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

5) Suspension of Permit:

Attachment: CSpire UT Permit 75984-001 Old Fannin Road (RFA-2025-494 : Request for Approval of CSpire Utility Permit No. 75984-001 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 a Supervisor for approval of future operations within the county.

Attachment: CSpire UT Permit 75984-001 Old Fannin Road (RFA-2025-494 : Request for Approval of CSpire Utility Permit No. 75984-001 to

Exchange: _____ County Permit # 02-25-904

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: Delta Utilities

BY Eric Ferren

ADDRESS 1020 Crepe Myrtle Dr., HEREIN CALLED APPLICANT proposes to construct a Natural Gas Utility Facility along or across Crepe Myrtle Dr. + Bald Eagle Dr. County Road(s), said facility to be installed between _____ and _____

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

Crepe Myrtle Dr., Bald Eagle Dr. Three service lines at: 910 Bald Eagle Dr. Lot 175, 918 Bald Eagle Dr. Lot 171, and 1020 Crepe Myrtle Dr. Lot 186.

_____ 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: Delta Utilities UT Permit 02-25-904 Crepe Myrtle Drive (RFA-2025-495 : Request for Approval of Delta Utilities Utility Permit No. 02-

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: Delta Utilities UT Permit 02-25-904 Crepe Myrtle Drive (RFA-2025-495 : Request for Approval of Delta Utilities Utility Permit No. 02-

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 1st day of Aug, 2025

Eric Ferren

NAME

Marketing Consultant

TITLE

Attachment: Delta Utilities UT Permit 02-25-904 Crepe Myrtle Drive (RFA-2025-495 : Request for Approval of Delta Utilities Utility Permit No. 02-

Attachment: Delta Utilities UT Permit 02-25-904 Crepe Myrtle Drive (RFA-2025-495 : Request for Approval of Delta Utilities Utility Permit No. 02-

# 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 15 day of August 2025. This Permit shall expire and become null and void _____days from the date of approval and/or issuance.

Mike Hawsey

RANKIN COUNTY ROAD MANAGER

Name of Applicant: Eric Ferren/Delta Utilities
Location of Project: Arbor Landing
Type of Utility: Natural Gas

**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: Delta Utilities UT Permit 02-25-904 Crepe Myrtle Drive (RFA-2025-495 : Request for Approval of Delta Utilities Utility Permit No. 02-

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: Delta Utilities UT Permit 02-25-904 Crepe Myrtle Drive (RFA-2025-495 : Request for Approval of Delta Utilities Utility Permit No. 02-

Exchange: _____ County Permit # 04-25-905

Engineer: _____

Tel. No.: _____

**PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS Evergreen Cv. COUNTY ROAD**

PROJECT NO. _____

UTILITY NAME: Delta Utilities

BY Eric Ferren

ADDRESS 105 Evergreen Cv., HEREIN CALLED APPLICANT proposes to construct a Natural Gas Utility Facility along or across Evergreen Dr. County Road(s), said facility to be installed between _____ and _____

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

Evergreen Dr.

_____

_____

_____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: Delta Utilities UT Permit 04-25-905 Evergreen Drive (RFA-2025-496 : Request for Approval of Delta Utilities Utility Permit No. 04-25-

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: Delta Utilities UT Permit 04-25-905 Evergreen Drive (RFA-2025-496 : Request for Approval of Delta Utilities Utility Permit No. 04-25-

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 1 day of August, 2025.

Eric Ferren

NAME

Marketing Consultant

TITLE

Attachment: Delta Utilities UT Permit 04-25-905 Evergreen Drive (RFA-2025-496 : Request for Approval of Delta Utilities Utility Permit No. 04-25-

## 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 15 day of August 2025. This Permit shall expire and become null and void _____days from the date of approval and/or issuance.

Mike Hamson

RANKIN COUNTY ROAD MANAGER

Attachment: Delta Utilities UT Permit 04-25-905 Evergreen Drive (RFA-2025-496 : Request for Approval of Delta Utilities Utility Permit No. 04-25-

Name of Applicant: Eric Ferren
Location of Project: 105 Evergreen Cv.
Type of Utility: Natural Gas

**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: Delta Utilities UT Permit 04-25-905 Evergreen Drive (RFA-2025-496 : Request for Approval of Delta Utilities Utility Permit No. 04-25-

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: Delta Utilities UT Permit 04-25-905 Evergreen Drive (RFA-2025-496 : Request for Approval of Delta Utilities Utility Permit No. 04-25-

Exchange: _____ County Permit # 02-25-903

Engineer: _____

Tel. No.: _____

**PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS WATERWOOD DRIVE W & WATERWOOD DRIVE COUNTY ROAD**

PROJECT NO. 6474R4-25

UTILITY NAME: Central Electric Power Association

BY Aaron Shepard

ADDRESS P.O. Box 477, Carthage, MS 39051, HEREIN CALLED APPLICANT proposes to replace a damaged underground power line Utility Facility along or across Waterwood Drive W & Waterwood Drive County Road(s), said facility to be installed between 103 Waterwood Drive W and 218 Waterwood Drive.

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

**WATERWOOD DRIVE W & WATERWOOD DRIVE**

_____

_____

_____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: Central Electric UT Permit 6474R4-25 Waterwood Drive (RFA-2025-497 : Request for Approval of Central Electric Utility Permit No.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the permit pursuant to this Application.

The Applicant further understands that the Utility's engineering plant or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

**Rankin County intends the following:**

1. Cooperate with the Utility Company to avoid unnecessary conflicts in locating, constructing, and maintaining County Roads and Utilities.

2. Use legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied 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: Central Electric UT Permit 6474R4-25 Waterwood Drive (RFA-2025-497 : Request for Approval of Central Electric Utility Permit No.

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 30th day of July, 2025.

Brian D. Long
NAME

General Manager
TITLE

Attachment: Central Electric UT Permit 6474R4-25 Waterwood Drive (RFA-2025-497 : Request for Approval of Central Electric Utility Permit No.

Attachment: Central Electric UT Permit 6474R4-25 Waterwood Drive (RFA-2025-497 : Request for Approval of Central Electric Utility Permit No.

# RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied 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 15 day of AUGUST 2025. This Permit shall expire and become null and void _____days from the date of approval and/or issuance.

Mike Hawsey

RANKIN COUNTY ROAD MANAGER

Name of Applicant: Central Electric Power Association

Location of Project: Waterwood Subdivision

Type of Utility: Electric Power

**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.

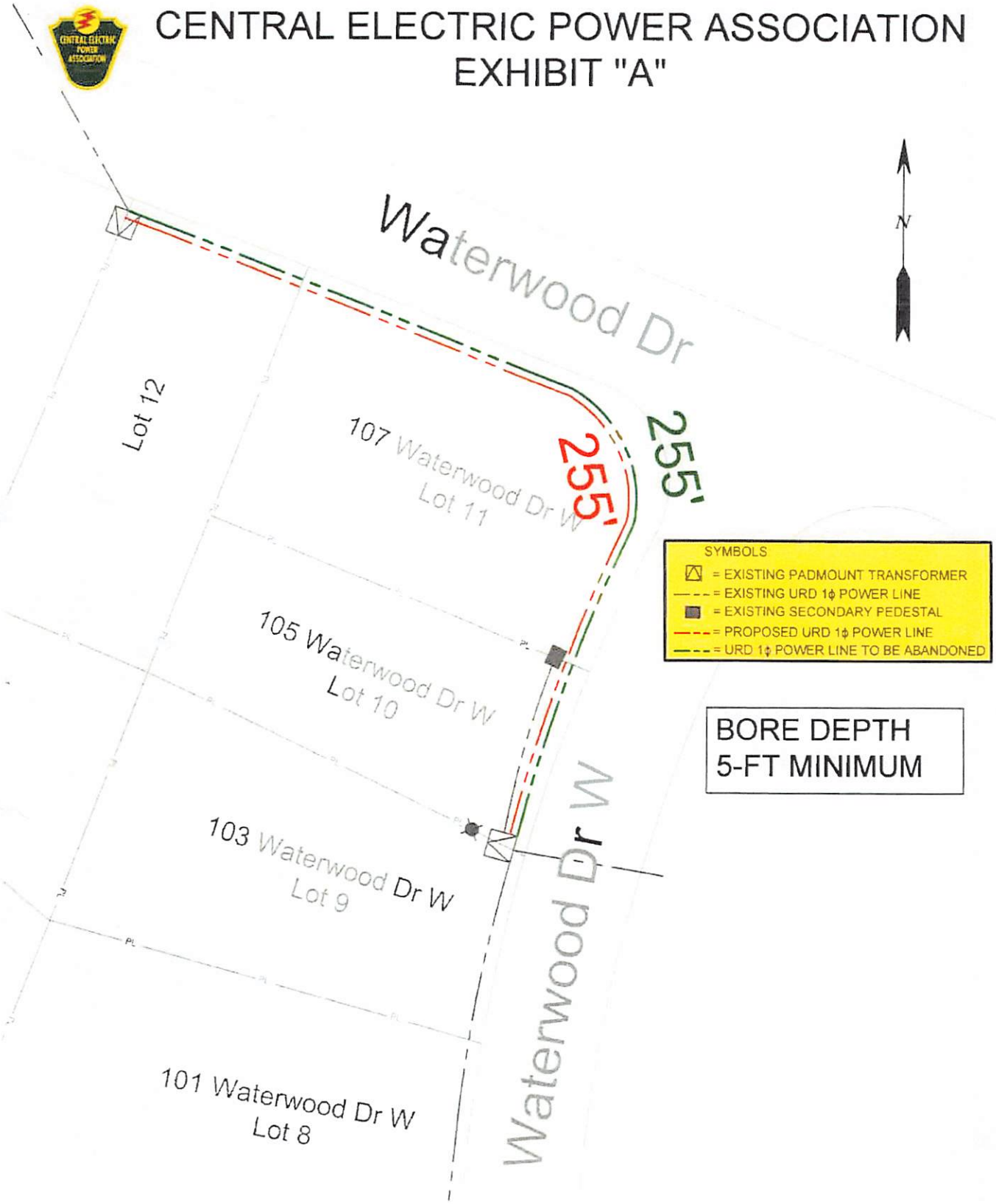
5) Suspension of Permit:

Attachment: Central Electric UT Permit 6474R4-25 Waterwood Drive (RFA-2025-497 : Request for Approval of Central Electric Utility Permit No.

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: Central Electric UT Permit 6474R4-25 Waterwood Drive (RFA-2025-497 : Request for Approval of Central Electric Utility Permit No.

# CENTRAL ELECTRIC POWER ASSOCIATION
## EXHIBIT "A"




Attachment: Central Electric UT Permit 6474R4-25 Waterwood Drive (RFA-2025-497 : Request for Approval of Central Electric Utility Permit No.

# Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

August 6, 2025

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

I am requesting Board approval for ADC MSgt Mindy Higginbotham to attend online training "Performance and Evaluation and Discipline".

The cost per student is $150.
If approved, please send a check to:
Law Enforcement Risk Management Group
700 N. Carr Rd. Box 595
Plainfield, IN 46168

This training will count toward her required continuing education hours. All ADC officers are required to get 24 hours of continuing education hours yearly per the Board of Minimum Standards. Multiple attendees can group view the training from one device and each attendee will receive a certificate.

Thanks

Barry Vaughn
Undersheriff

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

Attachment: Registration Fees for the Performance & Evaluation & Discipline Online Training Course (RFA-2025-498 : Authority to Pay

SHARE:

Join Our Email List

Mindy Higginbotham

**Having issues viewing this email? Click to View as Webpage**

# Online Training
## www.llrmi.com

LEGAL & LIABILITY RISK MANAGEMENT INSTITUTE

PUBLIC SAFETY INTERNAL AFFAIRS INSTITUTE

PATCTECH DIGITAL FORENSICS

NATIONAL FIRE ARSON INVESTIGATION TRAINING INSTITUTE

Please join us online for the

## Performance Evaluation and Discipline: Conducting Fair Reviews and Addressing Misconduct

Webinar

*Virtual Zoom Training*

September 15, 2025

*11:00 am -12:00 pm EST*

Cost: $150

Register Now!!

Download Brochure & Agenda

Attachment: Registration Fees for the Performance & Evaluation & Discipline Online Training Course (RFA-2025-498 : Authority to Pay

**Group Viewing Encouraged: Pay ONLY 1 Registration Fee**

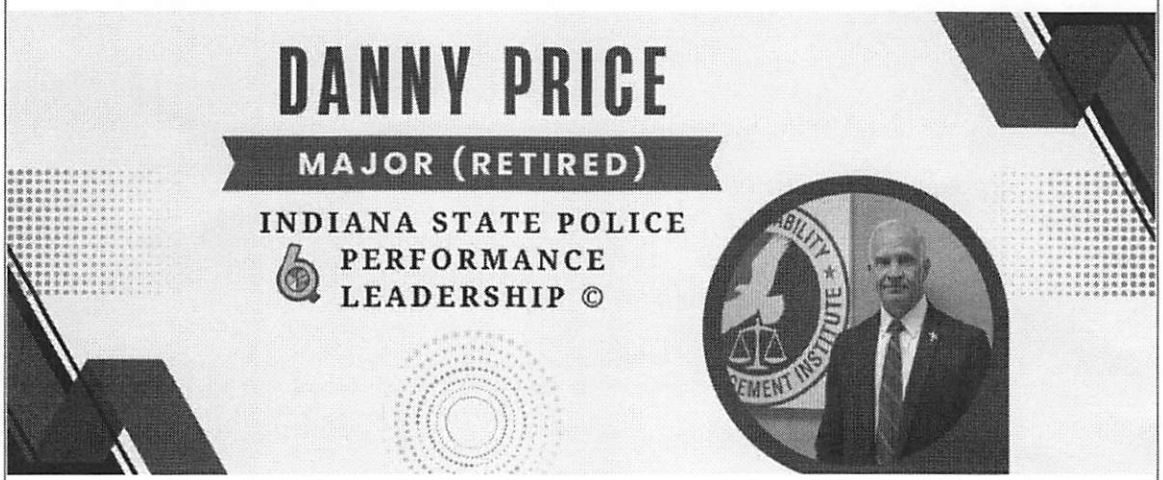
- **Multiple attendees can group view the training from one device only and each attendee will receive a certificate**
- **ONLY the registered attendee will receive the live link to join the training (The link will be sent 1-2 Days Prior to the Event)**

**Quiz & Certificate:**

- **Within 24 hours *after* the live broadcast, the registered attendee will receive a 2nd email with:**
  - ✓ **Quiz link which will need to be shared with each attendee in your group. This is where they will enter their own information and print their certificate**
  - ✓ **30 days Access to the Recording, which can be shared with others in your department, even if they missed the live viewing**

*****Note: You do NOT have to attend the live viewing to receive the recording and quiz as long as you are registered prior to the start date of the webinar*****

## *Meet the Instructor:*




## Course Overview:

The webinar focuses on equipping supervisors with the skills to conduct objective performance reviews and handle misconduct effectively, ensuring fairness and accountability. Participants can submit questions or brief comments to the speaker via chat.

**Agenda:**

Foundations of Performance Evaluation
Conducting Effective Performance Reviews
Addressing Misconduct and Discipline
Scenario-Based Application

## DID YOU KNOW YOU CAN PAY ONE FEE AND GET EVERYONE IN YOUR DEPARTMENT TRAINED WITH A CERTIFICATE?

**All Online Training: www.llrmi.com/events2**

**JULY 2025**
**Investigating Child Homicide and Unexplained Deaths of Children**
**7.31.25 from 12:00-4:00 PM EST-$200**

**AUGUST 2025**
**Resilience Training for Police Supervisors: Leading with Strength in High-Stress Environments**
**8.5.25 from 11:00 AM-12:00 PM EST-$150**
**De-Escalation During Interviews**

Attachment: Registration Fees for the Performance & Evaluation & Discipline Online Training Course (RFA-2025-498 : Authority to Pay

**8.7.25 from 10:00 AM-12:00 PM EST-$150**
Legal Issues & Pitfalls of Cell Phones and Electronic Evidence
**8.12.25 from 1:00-3:00 PM EST-$150**
Fire Death Investigation: Fire Department, Law Enforcement and Medical Examiner/Coroner "What Every Investigator Needs to Know"
**8.14.25 from 1:00-3:00 PM EST-$150**
Legal and Liability Training for the FTO Program
**8.18.25 from 1:00-2:00 PM EST-$150**
What They Don't Typically Teach You About Death Scene Investigations
**8.21.25 from 1:00-3:00 PM EST-$150**
Investigating Property Crimes for New Detectives and Criminal Investigators
**8.25.25 from 1:00-3:00 PM EST-$150**
False Confessions: The Interview Mistakes That Cost Millions
**8.27.25 from 1:00-4:00 PM EST-$175**
Cell Phones and Internal Affairs Investigations
**8.29.25 from 11:00 AM-12:30 PM EST-$150**

**Questions?** Call us at 317.386.8325 or
Email Sara Barnett @ training@llrmi.com

Law Enforcement Risk Management Group | 700 N. Carr Rd. Box 595 | Plainfield, IN 46168 US

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Attachment: Registration Fees for the Performance & Evaluation & Discipline Online Training Course (RFA-2025-498 : Authority to Pay

# Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

August 6, 2025

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

RE: "Internal Affairs Investigations"

Dear Board Members:

I'm requesting Board approval for Investigator Christopher Cousins to attend "Internal Affairs Investigations" in Biloxi, MS on September 22-23, 2025.

Investigator Cousins is an Internal Affairs Investigator with the Rankin County Sheriff's Office. We will pay for lodging, travel and meals with Department credit card. Please add this to the next Board agenda please.

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 Internal Affairs Investigation 12-hour Course (RFA-2025-499 : Authority for Chrisopher Cousins to Attend the Internal

THE BILOXI POLICE DEPARTMENT PRESENTS:

# INTERNAL AFFAIRS INVESTIGATIONS
## Complaint Processing and Procedural Responsibilities
## September 22 & 23, 2025
## Biloxi, Mississippi

Law enforcement administration is charged with the responsibility and has the authority to maintain discipli within the police department. This 12-hour course offers a global perspective to the subject of internal affa investigations in a systematic framework designed to enhance thorough investigations. This information relevant for agency command staff as well as the internal affairs detective or supervisor.

- Current Events in Internal Affairs
- Examination of Employee Rights
- Name Clearing Hearings
- Complaint Processing
- Best Practices in Investigations
- Early Intervention Systems
- Complaint Investigations
- Disciplinary Procedures
- Practical Exercises
- Legal Issues

*REGISTER ONLINE at www.lawenforcementseminars.com*

CONTACT: Law Enforcement Seminars
5435 North Garland Avenue
Suite 140-529
Garland, Texas 75040

Telephone: 469-466-8161

Tuition: $445.00

For more information call 469-466-8161 or email at info@lawenforcementseminars.com

Attachment: Travel for the Internal Affairs Investigation 12-

The Biloxi Police Department
invites you to attend:

# INTERNAL AFFAIRS INVESTIGATIONS:

## Complaint Processing and Procedural Responsibilities

September 22 & 23, 2025

Biloxi, Mississippi

www.lawenforcementseminars.com

3304283138 CC08

PRSRT MKTG
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PERMIT NO 549

Sheriff
Rankin County Sheriffs
Department
221 N Timber St
Brandon, MS 39042

# Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY
BARRY VAUGHN
UNDERSHERIFF

August 11, 2025

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

I am requesting Board approval for Dispatchers Halee Lovern and Bailee Polk to "CIT" training in Magee, MS on September 9-10, 2025.

There is no cost associated with this course. Once the training has been completed, their salaries will be reimbursed through Standards and Training. This class is needed to keep up their state certification.

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 CIT Training (RFA-2025-500 : Authority for Halee Lovorn and Bailee Polk to Attend the "CIT" Training On)

**MCDEMA'S MOTTO: 'NUM QUAMNOM PARATUS' NEVER UNPREPARED**

# MCDEMA 2025 Mid-Winter Emergency Management/Education Conference
# November 18-20, 2025
# IP Casino, Biloxi, MS

The Mississippi Civil Defense Emergency Management Association will hold its 2025 Mid-Winter Emergency Management Education Conference November 18-20, 2025 at the IP Casino, Biloxi, MS. State and local speakers have been secured for the conference with emphasis placed on those topics which can help grow stronger community readiness, response and recovery in Mississippi.

This year's Mid-Winter Emergency Management Education Conference will begin at 1 pm on Tuesday and conclude before noon Thursday. There will be featured topics of interest to county leadership, emergency managers, and first responders across our state. Vendors will have interesting displays, there will be lessons learned sharing and training sessions in a variety of disciplines and fields of practice, and the conference will include reports from MCDEMA officers and committee chairs dealing with plans of work for the 2025-2026 fiscal year.

MCDEMA Officers, Board, and Conference Committee have secured a favorable sleeping room rate of **$69.99 plus tax and resort fee ($85.88 total) per night**. If you are tax exempt your rate will be **$76.99.** Attendees may make their reservations by calling **1-888-946-2847**, press 1 for reservations, identify yourself as a participant of MCDEMA Mid-Winter Education Conference or provide the group code **MEMK25C** before **October 24, 2025.** Check-in time is 4 p.m. and check-out time is 11 a.m.

Tuesday night in Studio B there will be a Welcome Social/Corn Hole Tournament as well as a Domino Tournament and a Spades Tournament. This will allow conference participants to visit with vendors and share some entertainment in support of the MCDEMA Scholarship Program. Participation in the Corn Hole, Domino and Spades Tournaments is encouraged but not required. Donations to the Scholarship fund are always accepted gracefully.

If you have any questions concerning the MCDEMA 2025 Mid-Winter Education Conference please contact:

**Conference Chair**
**Fred Randle**
glema1@cgdsl.net
Cell: 662-453-1428

**Conference Co-Chair**
**John Albert Evans**
jascustomservices@gmail.com
Cell: 228-493-7813

**MCDEMA President**
**Brad Bradford**
rbradford@adamscountyms.gov
Office: 601-442-7021
Cell: 601-597-1911

**MCDEMA Secretary/Treasurer**
**Tina Reed**
mcdemasecretary@gmail.com
Office: 601-684-3564
Cell: 601-259-0617

## MCDEMA 2025 Mid-Winter Emergency Management Education Conference Registration Form

Attachment: Registration Fees for the MCDEMA 2025 Mid-Winter Conference (RFA-2025-502 : Authority to Pay Registration Fees in the Amount

**November 18-20, 2025**
**IP Casino, Biloxi, MS**

Name: Brian Grantham Title: Director of Emergency Operations

Agency: Rankin County Emergency Operations

Mailing Address: 211 E Government Street, Suite A

City: Brandon State: MS Zip: 39042

Office Phone: 601-825-1499 Cell Phone: _____

Email: brian.grantham@rankincounty.org

Invoice Needed: Yes _____ No X

**MCDEMA Member Conference Registration: Before 10/24/2025 ..... $275.00**

**Non-Member Conference Registration: ..... $350.00**

**ALL Conference Registrations: After 10/24/2025..... $350.00**

Please send a copy of your registration form via email even if you will be mailing a check. Mail service is slow and not reliable. This will ensure that you will be registered. You may email your registration form to Tina Reed, MCDEMA Secretary/Treasurer at: mcdemasecretary@gmail.com

Make Checks payable to: MCDEMA
FOR: 2025 MID-WINTER CONFERENCE
AND MAIL TO: 1241 Parklane Rd, Suite B, McComb, MS 39648

**To pay with a credit card go to www.mcdema.com click on 2025 Conference**
**There will be a fee to pay with a credit card.**

**I understand that if I do not cancel by e-mail or in writing prior to Nov. 1, 2025, I will be responsible for full payment of the Conference Registration.**

Signature Date

I have dietary restrictions or food allergies and my meals at the conference should be:
Gluten-free_____ No Red Meat_____ Vegan_____

Please notify Tina Reed @ 601-259-0617 or e-mail mcdemasecretary@gmail.com by October 24, 2025, of any special needs you may have under ADA to take full advantage of conference offerings.

Attachment: Registration Fees for the MCDEMA 2025 Mid-Winter Conference (RFA-2025-502 : Authority to Pay Registration Fees in the Amount

**November 18-20, 2025**
**IP Casino, Biloxi, MS**

Name: Lance Cooper Title: GIS Director

Agency: Rankin County Emergency Operations

Mailing Address: 211 E Government Street, Suite A

City: Brandon State: MS Zip: 39042

Office Phone: 601-825-1499 Cell Phone: _____

Email: lcooper@rankincounty.org

Invoice Needed: Yes _____ No ✓

**MCDEMA Member Conference Registration: Before 10/24/2025 ..... $275.00**

**Non-Member Conference Registration: ..... $350.00**

**ALL Conference Registrations: After 10/24/2025..... $350.00**

Please send a copy of your registration form via email even if you will be mailing a check. Mail service is slow and not reliable. This will ensure that you will be registered. You may email your registration form to Tina Reed, MCDEMA Secretary/Treasurer at: mcdemasecretary@gmail.com

Make Checks payable to: MCDEMA
FOR: 2025 MID-WINTER CONFERENCE
AND MAIL TO: 1241 Parklane Rd, Suite B, McComb, MS 39648

**To pay with a credit card go to www.mcdema.com click on 2025 Conference**
**There will be a fee to pay with a credit card.**

**I understand that if I do not cancel by e-mail or in writing prior to Nov. 1, 2025, I will be responsible for full payment of the Conference Registration.**

Signature Date

I have dietary restrictions or food allergies and my meals at the conference should be:
Gluten-free_____ No Red Meat_____ Vegan_____

Please notify Tina Reed @ 601-259-0617 or e-mail mcdemasecretary@gmail.com by October 24, 2025, of any special needs you may have under ADA to take full advantage of conference offerings.

Attachment: Registration Fees for the MCDEMA 2025 Mid-Winter Conference (RFA-2025-502 : Authority to Pay Registration Fees in the Amount

# 2025 NCMA Training Conference

*At*

## Hot Springs, Arkansas

## 2025 Training Conference Registration Form (Sept. 22 – 25, 2025)

*To Attend Conference, your NCMA Membership Due must be paid.*

**Registration Information (Please Print Legibly):**

Member Name: ROBERT Hancock Title: Constable T-Shirt Size: 2XL

Agency: Rankin County Constable

Address: Po Box 1441

City: Florence. State: MS Zip: 39073

Phone: 6019465891 Email: RHancock@RankinCounty.org

☐Spouse or ☐Guest Name: _____ T-Shirt Size: _____

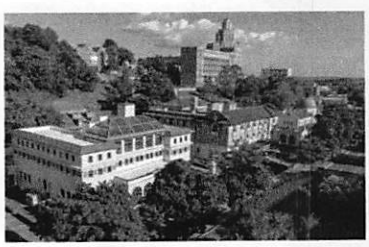
| **Early Registration Fees:** *(Postmarked by July 7, 2025)* | **Late Registration Fees:** *(Postmarked after July 7, 2025)* |
|---|---|
| • Registration - **$250.00**<br>• Spouse or Guest Registration - **$150.00** | • Late Registration - $325.00<br>• Late Spouse or Guest Registration - $175.00 |

*Make Checks Payable to:* **National Constables and Marshals Association**
or
visit www.thencma.com to pay by PayPal/Credit Card.
*There will be a surcharge fee for registering online.*
*NO REFUNDS or CREDITS given towards future conferences after July 31, 2025*
****You will still have to mail in the registration form if you pay by PayPal*****

**Hotel Information:**

HOTEL HOT SPRINGS

305 Malvern Ave., Hot Springs, AR 71901
(501) 623-6600
***Group Rates (Sept. 20 – 26, 2025)***
**Single Occupancy $121.00/Night**
**Double Occupancy: $131.00/Night**
**Group Code: *NCMA25*** *Cut-off date: September 1, 2025*



**Send Completed Form and Money to:** National Constables and Marshals Association
1244 Texas Avenue
Shreveport, LA 71101

Attachment: Registration Fees for the 2025 NCMA Training Conference (RFA-2025-503 : Authority to Pay Registration Fees in the Amount of

# MISSISSIPPI CONSTABLES ASSOCIATION

**BOARD OF DIRECTORS**

**Bobby Holloway**
Desoto County
President

**Robert Hancock**
Rankin County
Secretary/Treasurer

**NORTHERN DISTRICT**

**Sherman Ivy**
Clay County
Vice President

**DIRECTORS**

**Steve Howell**
Grenada County

**Doug Lesley**
Itawamba County

**Ron West**
Monroe County

**CENTRAL DISTRICT**

**Leon Seals**
Hinds County
Vice President

**DIRECTORS**

**Willie Anderson**
Holmes County

**Lee 'Chuck' Roberts**
Lauderdale County

**Steven 'Smiley' McMillon**
Leake County

**SOUTHERN DISTRICT**

**Alan Weatherford**
Harrison County
Vice President

**DIRECTORS**

**Chance Curry**
Lamar County

**Guy Harvison**
Perry County

**Angel Middleton**
Harrison County

**SERGEANT AT ARMS**
**Terry Necaise**
Hancock County

**CHAPLAIN**
**L.D. Gillespie**
Pontotoc County

August 5, 2025

Re: Mandatory Board Meeting of the Mississippi Constables Association
CC: Board of Directors

To Whom is may Concern,

Bobby Holloway, President of the Mississippi Constables Association has called a mandatory business meeting of the MCA Board of Directors. Board Member attendance is required for the state association input of business.

Be sure to bring your booklet with the By-Laws, interested committee members for assignment, and conference proposal packet.

Date of the meeting Wednesday August 13, 2025 at 9:00 a.m.
Location: Hollywood Gulf Coast meeting room
711 Hollywood Blvd
Bay St Louis, MS 39520
228-469-2100

Thank You for all your dedication to the Law Enforcement Profession
Sincerely,

Bobby Holloway
Bobby Holloway-
MCA President 2025-2026
901-828-5681

Robert Hancock
Request For Travel + Reimburse mileage/meals Room should be
8/12/25 -> 8/13/2025 Comped by Hotel

Attachment: Travel for the Mandatory Board Meeting of the MS Constables Association (RFA-2025-504 : Authority for Robert Hancock to

Renew and pay by card or check at www.msbar.org.
If you are not paying online, this form
MUST be returned with payment.

THE MISSISSIPPI BAR

105486

The Mi
P.O. Box 2168
Jackson, MS 39225-2168

**Notice No:** First - Due Upon Receipt
**Invoice No:** 214025
**Invoice Date:** July 16, 2025
**Bar No:** 105486

# 2025-2026 Enrollment Fees

For fiscal year August 1, 2025 - July 31, 2026
Tax ID No. 64-6000747

Questions: Contact Membership Departn
membership@msbar
Phone: (601) 948-4
Fax: (601) 355-8

## 1. Current Membership Information

********AUTO**ALL FOR AADC 390 24-1-4237
Robert Trey Spillman
Rankin County Prosecutor
201 North St
Brandon, MS 39042-3124

Business Phone: (601) 824-2590

Fax Number:

Other Jurisdictions & Date of Admission:

E-mail Address: prosecutor@rankincounty.org

Firm Size: Govt

## 2. Address Corrections

Name _____

Firm _____

_____

Firm Size ❑ Solo ❑ 2-3 ❑ 4-5 ❑ 6-10 ❑ 11-19 ❑ 20+

❑ Gov/ Atty. ❑ In-House/Corp ❑ Retired ❑ Other

Billing Address _____

City, State, Zip _____

Home Address _____

City, State, Zip _____

Business Phone _____

Other Jurisdictions
& Date of Admission _____

E-mail Address _____

## 3. Current Status: Active

To change your status, mark one box below and write the fee amount in Section 5-B.

❑ I am currently on Active status and wish to change my status to **Inactive ($50 annually)**. I understand as an inactive member I am not authorized to practice law in the state of Mississippi. Write $50 in Section 5-B.

❑ I am currently on Inactive status and wish to change my status to **Active ($380 annually for a member admitted to practice over 3 years)**. Write $380 in Section 5-B. See Enrollment Fee Structure on insert if admitted less than 3 years.

❑ I have retired from the practice of law due to age of 75, serious illness or permanent disability and wish to be placed on **Inactive Exempt** status, exempt from the payment of enrollment fees pursuant §73-3-125. I have included written verification. Write $0 in Section 5-B.

## 4. MUST BE COMPLETED Annual IOLTA Account Certification

All members (active and inactive) are required by Rule 1.15 of the Mississippi Rules of Professional Conduct (MRPC) to annually certify that all IOLTA eligible funds are held in an IOLTA account unless otherwise exempt. To fulfill the annual certification requirements, please mark one box.

❑ 1. I certify that all IOLTA eligible funds are held in an IOLTA account, and I am in compliance with the requirements of Rule 1.15 MRPC.

☑ 2. I am exempt since I am not engaged in the private practice of law.

❑ 3. I am exempt since I do not have an office within the State of Mississippi.

❑ 4. I am exempt since I am presently a judge, attorney general, public defender, U.S. attorney, district attorney, on duty with the armed services, a local, state or federal government employee, a corporate counsel or a teacher of law, and I am not otherwise engaged in the private practice of law.

❑ 5. I certify that I do not maintain a lawyer's trust account because I do not hold client or third party funds as contemplated by Rule 1.15 MRPC.

❑ 6. I have been exempted by the Mississippi Bar Foundation as provided by Rule 1.15(e) MRPC.

## Calculations

### 5. Enrollment Fees

| | |
|---|---|
| A. Current Year | $ 380.00 |
| B. New Status Fee | $ |
| Enrollment Fee = A or B | |
| Subtotal Enrollment Fees | $ 380.00 |

### 6. MUST BE COMPLETED Annual Pro Bono Reporting Perio
From August 1, 2024 - July 31, 202

Pursuant to the reporting requirements of Rule 6.1(e) MRPC, mark one box.

❑ 1. I provided _____ hours of pro bono legal services during t 2024-2025 reporting period.

❑ 2. My firm provided pro bono legal service collectively under a pl previously approved by The Mississippi Bar, and I was allocat _____ hours of pro bono legal services during the 2024-20 reporting period.

☑ 3. During the 2024-2025 reporting period, I did not provide pro bo legal services because I am exempt. Mark One:
a _____ Restricted from practicing law outside my employmer
b _____ Judge/Judicial Staff
c _____ Government Lawyer
d _____ Employed by Legal Services Program
e _____ On Inactive Status with The Mississippi Bar
f _____ Retired or Disabled

❑ 4. I did not provide pro bono legal services to the poor during t 2024-2025 reporting period. State reason for non-compliance.

_____

❑ 5. I am making a contribution to The Mississippi Bar to fund leg services to the poor through legal aid organizations.

Subtotal Rule 6.1 Contribution (optional) $

### 7. Section Membership (optional)

The Mississippi Bar's Sections are designed to offer members a clos association with other professionals in a similar legal specialty. Yo current Section enrollment is marked in the Enrolled column. Indicate w an X any Section you wish to Add or Drop

| Enrolled | Section | Dues | Add | Dro |
|---|---|---|---|---|
| | Alternative Dispute Resolution | $15 | | |
| | Appellate Practice | $15 | | |
| | Business Law | $15 | | |
| | Child Welfare & Advocacy | $15 | | |
| | Criminal Defense | $15 | | |
| | Estates & Trust | $15 | | |
| | Family Law | $15 | | |
| | Government Law | $15 | | |
| | Health Law | $15 | | |
| | IP, Entmt, & Sports Law | $15 | | |
| | Labor and Employment Law | $15 | | |
| | Litigation | $15 | | |
| | Prosecutors | $15 | | |
| | Real Property | $15 | | |
| | SONREEL | $15 | | |
| | Taxation | $15 | | |
| | Veterans and Military Law | $15 | | |
| | Women in the Profession | $15 | | |
| | Workers' Compensation | $15 | | |

| | |
|---|---|
| Current Section Dues | $ 0.00 |
| Section Dues Added + | $ |
| Section Dues Dropped - | $ |
| Subtotal Section Dues = | $ |

### 8. Total Amount Enclosed

Add Totals for 5, 6, & 7
MUST return statement with your payment. $ 380.00

### 9. PAYMENT METHOD

☑ CHECK — PAYABLE TO THE MISSISSIPPI BAR
or pay online at www.msbar.org ❑ PAYMODE ❑ CREDIT CARD

CARD #: _____

EXP. DATE: _____ CVV CODE: _____

PRINT CARDHOLDER'S NAME: _____

100 percent of Bar enrollment fees will be spent on activities germane to the regulation of the profession and improving the quality of legal s
A copy of the Bar's audited financial statement can be found at https://www.msbar.org/inside-the-bar/governance/finance/.



Attachment: 2025-2026 Enrollment Fees for The Mississippi Bar (RFA-2025-505 : Authority to Pay 2025-2026 Enrollment Fees for the Mississippi Bar in The)

# Directions for Annual Mississippi Bar Enrollment Form

- The enclosed enrollment form is more than just a statement for annual enrollment fees and Section dues it is your annual recertification to practice law in Mississippi.
- Mississippi law requires the payment of annual enrollment fees and notice to the Bar of address changes.
- The Mississippi Rules of Professional Conduct (MRPC) require that sections 4 and 6 be completed.

- PAY ONLINE AT WWW.MSBAR.ORG. IF YOU ARE NOT PAYING ONLINE, PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN ALONG WITH YOUR PAYMENT.
- If payment is being made by Paymode, the e-payment must a) identify the individual payee(s) and provide contact phone number of agency and b) the completed 2025-2026 Fees Statement must be returned to the Bar and must reference the e-payment.

***The numbers below correspond to the numbers on the enrollment form.***

**1. Contact Information** - This section shows your current member information on file at The Mississippi Ba

**2. Address Corrections** - Use this section to make any changes to your address and contact information. Thi information includes other jurisdictions in which the attorney is admitted to practice and date of admission.

**3. Membership Status** - Your current status with The Mississippi Bar is indicated. If you wish to change you status check the appropriate box and insert in section 5 as "New Status Fee."

**Active Membership:** Any member admitted to practice law in the State of Mississippi and engaged in th practice of law in this state.

**Inactive Membership:** Any member in good standing not engaged in the practice of law in the State o Mississippi may, upon written request, be enrolled as an inactive member. Inactive members shall not b entitled to vote or hold office in the Bar. For the purposes of membership, the "practice of law" shall includ any person holding himself/herself out as a practicing attorney, or occupying any position in which he/sh may be called upon to give legal advice or counsel, or to examine the law or pass upon the legal effect of an act, document, or law. An annual fee is required to maintain good standing.

**Exemptions:** 1) Lawyers over the age of 75 years; 2) Lawyers retired from the practice of law because of ag serious illness or permanent disability. Illness or disability exemptions require supporting documentation fro doctor or agency certifying the illness or disability to be filed in the member's record; and 3) Judges of th Supreme Court, Court of Appeals, Circuit Courts, Chancery Courts, County Courts, US Magistrates, Bankruptc Courts, Federal Courts, Federal Administrative Law Judges and Senior Status, Non-practicing Judges.

**4. IOLTA Certification** - As required by Rule 1.15 MRPC, all lawyers must ANNUALLY certify that a eligible trust funds are held in an IOLTA account unless otherwise exempt. To fulfill the annual certificatio requirements, *a box must be checked in this section of the form.*

**5. Enrollment Fees** - Your current enrollment fee is listed in this section. You should pay the amount indicate unless you have changed your status in section 3. If your status is changed and has been indicated in section 3 insert the amount of your new status by "B" New Status Fee. Please enter a subtotal amount.

**Annual Enrollment Fee Structure**

| | | |
|---|---|---|
| Active | Admitted before 8/1/2022 | $380.00 |
| Active 3rd Year | Admitted between 8/1/2022 and 7/31/2023 | $175.00 |
| Active 2nd Year | Admitted between 8/1/2023 and 7/31/2024 | $175.00 |
| Active 1st Year | Admitted between 8/1/2024 and 7/31/2025 | $100.00 |
| Inactive | Not practicing law in Mississippi | $50.00 |

**6. Pro Bono Reporting** - Rule 6.1 MRPC requires the annual reporting of pro bono hours. The reporting cyc is for the last twelve months from August 1, 2024 to July 31, 2025. This rule applies to all members of the Ba in good standing except those members of the Bar who are: (a) restricted from the practice of law outside the specific employment; (b) members of the judiciary and their staff; (c) government lawyers; (d) legal servic lawyers; (e) members on INACTIVE status with the Bar; and (f) lawyers 75 years and older. If you elect to make contribution to be used to provide legal services to the poor, please enter the amount in the subtotal box in sectic 6. *A box must be checked in this section of the form.*

**7. Sections** - Membership in Sections is voluntary. All Sections which you are currently a member of are mark with an "x" and total dues are indicated in the current Section dues box in section 7 of the enrollment form. T enroll in additional Sections, mark the appropriate box in the "add" column and enter the total amount of dues f Sections added in the subtotal box. To drop membership in any Section, mark the appropriate box in the "dro column and enter the total amount of dues for the Sections dropped in the subtotal box. Enter a final amount f Section dues on the bottom line in the subtotal box in section 7.

**8. Totals** - Add subtotal boxes from sections 5, 6 and 7 and enter total amount paid.

**9. Payment Method** - Pay online at **www.msbar.org**; or return enrollment form with credit card information check payable to The Mississippi Bar by mail to: *The Mississippi Bar, P.O. Box 2168, Jackson, MS 39225-2168.*

Attachment: 2025-2026 Enrollment Fees for The Mississippi Bar (RFA-2025-505 : Authority to Pay 2025-2026 Enrollment Fees for the Mississippi Bar in The)

Renew and pay by card or check at www.msbar.org.
If you are not paying online, this form
MUST be returned with payment.

THE MISSISSIPPI BAR

109632

The Mi
P.O. Box 2168
Jackson, MS 39225-2168

**Notice No:** First - Due Upon Receipt
**Invoice No:** 214628
**Invoice Date:** July 16, 2025
**Bar No:** 106632

# 2025-2026 Enrollment Fees

For fiscal year August 1, 2025 - July 31, 2026
Tax ID No. 64-6000747

Questions: Contact Membership Departn
membership@msbar
Phone: (601) 948-4
Fax: (601) 355-8

## 1. Current Membership Information

********AUTO**ALL FOR AADC 390 24-1-4209
Blake Alan Cauthen
Rankin County Prosecutor
201 North St
Brandon, MS 39042-3124

Business Phone: (601) 824-2590

Fax Number:

Other Jurisdictions & Date of Admission:

E-mail Address: bcauthen@rankincounty.org

Firm Size: Govt

## 2. Address Corrections

Name _____

Firm _____

_____

Firm Size ❑ Solo ❑ 2-3 ❑ 4-5 ❑ 6-10 ❑ 11-19 ❑ 20+

❑ Gov/ Atty. ❑ In-House/Corp ❑ Retired ❑ Other

Billing Address _____

City, State, Zip _____

Home Address _____

City, State, Zip _____

Business Phone _____

Other Jurisdictions
& Date of Admission _____

E-mail Address _____

## 3. Current Status: Second Year

To change your status, mark one box below and write the fee amount in Section 5-B.

❑ I am currently on Active status and wish to change my status to **Inactive ($50 annually)**. I understand as an inactive member I am not authorized to practice law in the state of Mississippi. Write $50 in Section 5-B.

❑ I am currently on Inactive status and wish to change my status to **Active ($380 annually for a member admitted to practice over 3 years)**. Write $380 in Section 5-B. See Enrollment Fee Structure on insert if admitted less than 3 years.

❑ I have retired from the practice of law due to age of 75, serious illness or permanent disability and wish to be placed on **Inactive Exempt** status, exempt from the payment of enrollment fees pursuant §73-3-125. I have included written verification. Write $0 in Section 5-B.

## 4. MUST BE COMPLETED Annual IOLTA Account Certification

All members (active and inactive) are required by Rule 1.15 of the Mississippi Rules of Professional Conduct (MRPC) to annually certify that all IOLTA eligible funds are held in an IOLTA account unless otherwise exempt. To fulfill the annual certification requirements, please mark one box.

❑ 1. I certify that all IOLTA eligible funds are held in an IOLTA account, and I am in compliance with the requirements of Rule 1.15 MRPC.

❑ 2. I am exempt since I am not engaged in the private practice of law.

❑ 3. I am exempt since I do not have an office within the State of Mississippi.

❑ 4. I am exempt since I am presently a judge, attorney general, public defender, U.S. attorney, district attorney, on duty with the armed services, a local, state or federal government employee, a corporate counsel or a teacher of law, and I am not otherwise engaged in the private practice of law.

☑ 5. I certify that I do not maintain a lawyer's trust account because I do not hold client or third party funds as contemplated by Rule 1.15 MRPC.

❑ 6. I have been exempted by the Mississippi Bar Foundation as provided by Rule 1.15(e) MRPC.

## Calculations

### 5. Enrollment Fees

A. Current Year $ 175.00

B. New Status Fee $ _____

Enrollment Fee = A or B $ _____

Subtotal Enrollment Fees $ 175.00

### 6. MUST BE COMPLETED Annual Pro Bono Reporting Perio
From August 1, 2024 - July 31, 202

Pursuant to the reporting requirements of Rule 6.1(e) MRPC, mark one box.

❑ 1. I provided _____ hours of pro bono legal services during t 2024-2025 reporting period.

❑ 2. My firm provided pro bono legal service collectively under a pl previously approved by The Mississippi Bar, and I was allocat _____ hours of pro bono legal services during the 2024-20 reporting period.

☑ 3. During the 2024-2025 reporting period, I did not provide pro bo legal services because I am exempt. Mark One:

a _____ Restricted from practicing law outside my employmen
b _____ Judge/Judicial Staff
c ✓ Government Lawyer
d _____ Employed by Legal Services Program
e _____ On Inactive Status with The Mississippi Bar
f _____ Retired or Disabled

❑ 4. I did not provide pro bono legal services to the poor during t 2024-2025 reporting period. State reason for non-compliance.

_____

_____

❑ 5. I am making a contribution to The Mississippi Bar to fund leg services to the poor through legal aid organizations.

Subtotal Rule 6.1 Contribution (optional) $ _____

### 7. Section Membership (optional)

The Mississippi Bar's Sections are designed to offer members a clos association with other professionals in a similar legal specialty. Yo current Section enrollment is marked in the Enrolled column. Indicate w an X any Section you wish to Add or Drop

| Enrolled | Section | Dues | Add | Dro |
|---|---|---|---|---|
| | Alternative Dispute Resolution | $15 | | |
| | Appellate Practice | $15 | | |
| | Business Law | $15 | | |
| | Child Welfare & Advocacy | $15 | | |
| | Criminal Defense | $15 | | |
| | Estates & Trust | $15 | | |
| | Family Law | $15 | | |
| | Government Law | $15 | | |
| | Health Law | $15 | | |
| | IP, Entmt, & Sports Law | $15 | | |
| | Labor and Employment Law | $15 | | |
| | Litigation | $15 | | |
| | Prosecutors | $15 | | |
| | Real Property | $15 | | |
| | SONREEL | $15 | | |
| | Taxation | $15 | | |
| | Veterans and Military Law | $15 | | |
| | Women in the Profession | $15 | | |
| | Workers' Compensation | $15 | | |

Current Section Dues $ 0.00

Section Dues Added + $ _____

Section Dues Dropped - $ _____

Subtotal Section Dues = $ _____

### 8. Total Amount Enclosed

Add Totals for 5, 6, & 7 $ 175.00

MUST return statement with your payment.

### 9. PAYMENT METHOD

❑ CHECK — PAYABLE TO THE MISSISSIPPI BAR
or pay online at www.msbar.org ❑ PAYMODE ❑ CREDIT CARD

CARD #: _____

EXP. DATE: _____ CVV CODE: _____

PRINT CARDHOLDER'S NAME: _____

100 percent of Bar enrollment fees will be spent on activities germane to the regulation of the profession and improving the quality of legal s
A copy of the Bar's audited financial statement can be found at https://www.msbar.org/inside-the-bar/governance/finance/.



Attachment: 2025-2026 Enrollment Fees for The Mississippi Bar (RFA-2025-505 : Authority to Pay 2025-2026 Enrollment Fees for the Mississippi Bar in The)

# Directions for Annual Mississippi Bar Enrollment Form

- The enclosed enrollment form is more than just a statement for annual enrollment fees and Section dues it is your annual recertification to practice law in Mississippi.
- Mississippi law requires the payment of annual enrollment fees and notice to the Bar of address changes.
- The Mississippi Rules of Professional Conduct (MRPC) require that sections 4 and 6 be completed.

- **PAY ONLINE AT WWW.MSBAR.ORG. IF YOU ARE NOT PAYING ONLINE, PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN ALONG WITH YOUR PAYMENT.**
- **If payment is being made by Paymode, the e-payment must a) identify the individual payee(s) and provide contact phone number of agency and b) the completed 2025-2026 Fees Statement must be returned to the Bar and must reference the e-payment.**

***The numbers below correspond to the numbers on the enrollment form.***

**1. Contact Information** - This section shows your current member information on file at The Mississippi Bar

**2. Address Corrections** - Use this section to make any changes to your address and contact information. This information includes other jurisdictions in which the attorney is admitted to practice and date of admission.

**3. Membership Status** - Your current status with The Mississippi Bar is indicated. If you wish to change your status check the appropriate box and insert in section 5 as "New Status Fee."

**Active Membership:** Any member admitted to practice law in the State of Mississippi and engaged in the practice of law in this state.

**Inactive Membership:** Any member in good standing not engaged in the practice of law in the State of Mississippi may, upon written request, be enrolled as an inactive member. Inactive members shall not be entitled to vote or hold office in the Bar. For the purposes of membership, the "practice of law" shall include any person holding himself/herself out as a practicing attorney, or occupying any position in which he/she may be called upon to give legal advice or counsel, or to examine the law or pass upon the legal effect of any act, document, or law. An annual fee is required to maintain good standing.

**Exemptions:** 1) Lawyers over the age of 75 years; 2) Lawyers retired from the practice of law because of age serious illness or permanent disability. Illness or disability exemptions require supporting documentation from doctor or agency certifying the illness or disability to be filed in the member's record; and 3) Judges of the Supreme Court, Court of Appeals, Circuit Courts, Chancery Courts, County Courts, US Magistrates, Bankruptcy Courts, Federal Courts, Federal Administrative Law Judges and Senior Status, Non-practicing Judges.

**4. IOLTA Certification** - As required by Rule 1.15 MRPC, all lawyers must ANNUALLY certify that all eligible trust funds are held in an IOLTA account unless otherwise exempt. To fulfill the annual certification requirements, *a box must be checked in this section of the form.*

**5. Enrollment Fees** - Your current enrollment fee is listed in this section. You should pay the amount indicated unless you have changed your status in section 3. If your status is changed and has been indicated in section 3 insert the amount of your new status by "B" New Status Fee. Please enter a subtotal amount.

**Annual Enrollment Fee Structure**

| | | |
|---|---|---|
| Active | Admitted before 8/1/2022 | $380.00 |
| Active 3rd Year | Admitted between 8/1/2022 and 7/31/2023 | $175.00 |
| Active 2nd Year | Admitted between 8/1/2023 and 7/31/2024 | $175.00 |
| Active 1st Year | Admitted between 8/1/2024 and 7/31/2025 | $100.00 |
| Inactive | Not practicing law in Mississippi | $50.00 |

**6. Pro Bono Reporting** - Rule 6.1 MRPC requires the annual reporting of pro bono hours. The reporting cycle is for the last twelve months from August 1, 2024 to July 31, 2025. This rule applies to all members of the Bar in good standing except those members of the Bar who are: (a) restricted from the practice of law outside their specific employment; (b) members of the judiciary and their staff; (c) government lawyers; (d) legal service lawyers; (e) members on INACTIVE status with the Bar; and (f) lawyers 75 years and older. If you elect to make contribution to be used to provide legal services to the poor, please enter the amount in the subtotal box in section 6. *A box must be checked in this section of the form.*

**7. Sections** - Membership in Sections is voluntary. All Sections which you are currently a member of are marked with an "x" and total dues are indicated in the current Section dues box in section 7 of the enrollment form. To enroll in additional Sections, mark the appropriate box in the "add" column and enter the total amount of dues for Sections added in the subtotal box. To drop membership in any Section, mark the appropriate box in the "drop" column and enter the total amount of dues for the Sections dropped in the subtotal box. Enter a final amount for Section dues on the bottom line in the subtotal box in section 7.

**8. Totals** - Add subtotal boxes from sections 5, 6 and 7 and enter total amount paid.

**9. Payment Method** - Pay online at **www.msbar.org**; or return enrollment form with credit card information or check payable to The Mississippi Bar by mail to: *The Mississippi Bar, P.O. Box 2168, Jackson, MS 39225-2168.*

Attachment: 2025-2026 Enrollment Fees for The Mississippi Bar (RFA-2025-505 : Authority to Pay 2025-2026 Enrollment Fees for the Mississippi Bar in The)

# INVOICE

## Rankin County Board of Supervisors

211 EAST GOVERNMENT STREET
BRANDON, MISSISSIPPI 39042

Rankin County Extension Service

601 Marquette Rd.

Brandon, MS 39042

DATE August 11, 2025

Line Item 571: Dues/Subscription

Mississippi Association of County Agriculture Agents Membership Dues for

**Heather Jennings** January 1, 2026, December 31, 2026, in the amount of $100.00

Payable to: MS Assn. of County Agriculture Agents (MACAA)

Remit to:

Attention: Zach Yow, Treasurer

238 Kaki Street
Luka, MS 38852

~~Mississippi Association of County Agriculture Agents Membership Dues for~~

~~**Doug Carter** January 1, 2026, December 31, 2026, in the amount of $100.00~~

~~Payable to: MS Assn. of County Agriculture Agents (MACAA)~~

~~Remit to:~~

~~Attention: Zach Yow, Treasurer~~

~~238 Kaki Street~~
Luka, MS 38852

Mississippi Association of County Agriculture Agents Membership Dues for

**Donna Beliech** January 1, 2026, December 31, 2026 in the amount of $100.00

Payable to: MS Assn. of County Agriculture Agents (MACAA)

Remit to:

Attention: Zach Yow, Treasurer

238 Kaki Street
Luka, MS 38852

Doug Carter

Attachment: Membership Dues for the MS Association of County Agriculture Agents (RFA-2025-506 : Authority to Pay Membership Dues for

# Mississippi Association County Agricultural Agents

## Research • Extension • Land Grant College

**James Shannon**
*President*
North MS Research and Extension Center
P.O. Box 1690
Verona, MS 38879
(662) 566-2201
james.shannon@msstate.edu

**Heather Jennings**
*President-Elect*
Rankin County
601 Marquette Road
Brandon, MS 39042
(601) 825-1462
heather.jennings@msstate.edu

**Dr. Drew Gholson**
*1st Vice-President*
Delta Research and Extension Center
P.O. Box 197
Stoneville, MS 38776
(662) 686-9311
drew.gholson@msstate.edu

**Drew Wilson**
*2nd Vice-President*
Panola County
245-C Eureka Street
Batesville, MS 38606
(601) 403-2280
alex.shook@msstate.edu

**Alex Shook**
*Secretary*
Pearl River County
204 Julia Street
Poplarville, MS 39470
(662) 563-6260
drew.wilson@msstate.edu

**Zach Yow**
*Treasurer*
Tishomingo County
238 Kaki Street,
Iuka, MS 38852
(662)423-7016
gzy1@msstate.edu

**Ross Overstreet**
*Past-President*
Lamar County
P.O. Box 419
Purvis, MS 39475
(601)794-3910
r.overstreet@msstate.edu

**August 4, 2025**

## 2026 MACAA Membership Invoice

**Bill To:** Heather Jennings
Rankin County Extension Office
601 Marquette Road, Brandon, MS 39042

**Description:** MACAA Annual Membership Dues for Year:
**January 1, 2026 – December 31, 2026**

**Please select one of the following options:**

____ **New Membership, Free 1st Time Membership Dues for 2026**
Total Amount Due: $0.00

__X__ **Membership Dues Renewal for 2026**
Total Amount Due: $100.00

**Please make checks payable to:** *Mississippi Association of County Agricultural Agents (MACAA) & please mail the check and a copy of your invoice to the address below.*

Mississippi Association of County Agricultural Agents
Attn: Zach Yow
238 Kaki Street
Iuka, MS 38852

**Thank you for your support of MACAA**

Zach Yow

**MACAA Treasurer**

Attachment: Membership Dues for the MS Association of County Agriculture Agents (RFA-2025-506 : Authority to Pay Membership Dues for

# Mississippi Association County Agricultural Agents

## Research • Extension • Land Grant College

**James Shannon**
*President*
North MS Research and Extension Center
P.O. Box 1690
Verona, MS 38879
(662) 566-2201
james.shannon@msstate.edu

**Heather Jennings**
*President-Elect*
Rankin County
601 Marquette Road
Brandon, MS 39042
(601) 825-1462
heather.jennings@msstate.edu

**Dr. Drew Gholson**
*1st Vice-President*
Delta Research and Extension Center
P.O. Box 197
Stoneville, MS 38776
(662) 686-9311
drew.gholson@msstate.edu

**Drew Wilson**
*2nd Vice-President*
Panola County
245-C Eureka Street
Batesville, MS 38606
(601) 403-2280
alex.shook@msstate.edu

**Alex Shook**
*Secretary*
Pearl River County
204 Julia Street
Poplarville, MS 39470
(662) 563-6260
drew.wilson@msstate.edu

**Zach Yow**
*Treasurer*
Tishomingo County
238 Kaki Street,
Iuka, MS 38852
(662)423-7016
gzy1@msstate.edu

**Ross Overstreet**
*Past-President*
Lamar County
P.O. Box 419
Purvis, MS 39475
(601)794-3910
r.overstreet@msstate.edu

**August 4, 2025**

## 2026 MACAA Membership Invoice

**Bill To:** Doug Carter
Rankin County Extension Office
601 Marquette Road, Brandon, MS 39042

**Description:** MACAA Annual Membership Dues for Year:
**January 1, 2026 – December 31, 2026**

**Please select one of the following options:**

____ **New Membership, Free 1st Time Membership Dues for 2026**
Total Amount Due: $0.00

__X__ **Membership Dues Renewal for 2026**
Total Amount Due: $100.00

**Please make checks payable to:** *Mississippi Association of County Agricultural Agents (MACAA) & please mail the check and a copy of your invoice to the address below.*

Mississippi Association of County Agricultural Agents
Attn: Zach Yow
238 Kaki Street
Iuka, MS 38852

**Thank you for your support of MACAA**

Zach Yow

**MACAA Treasurer**

Attachment: Membership Dues for the MS Association of County Agriculture Agents (RFA-2025-506 : Authority to Pay Membership Dues for

# Mississippi Association County Agricultural Agents

## Research • Extension • Land Grant College

**James Shannon**
*President*
North MS Research and Extension Center
P.O. Box 1690
Verona, MS 38879
(662) 566-2201
james.shannon@msstate.edu

**Heather Jennings**
*President-Elect*
Rankin County
601 Marquette Road
Brandon, MS 39042
(601) 825-1462
heather.jennings@msstate.edu

**Dr. Drew Gholson**
*1st Vice-President*
Delta Research and Extension Center
P.O. Box 197
Stoneville, MS 38776
(662) 686-9311
drew.gholson@msstate.edu

**Drew Wilson**
*2nd Vice-President*
Panola County
245-C Eureka Street
Batesville, MS 38606
(601) 403-2280
alex.shook@msstate.edu

**Alex Shook**
*Secretary*
Pearl River County
204 Julia Street
Poplarville, MS 39470
(662) 563-6260
drew.wilson@msstate.edu

**Zach Yow**
*Treasurer*
Tishomingo County
238 Kaki Street,
Iuka, MS 38852
(662)423-7016
gzy1@msstate.edu

**Ross Overstreet**
*Past-President*
Lamar County
P.O. Box 419
Purvis, MS 39475
(601)794-3910
r.overstreet@msstate.edu

**August 4, 2025**

## 2026 MACAA Membership Invoice

**Bill To:** Donna Beliech
Rankin County Extension Office
601 Marquette Road, Brandon, MS 39042

**Description:** MACAA Annual Membership Dues for Year:
**January 1, 2026 – December 31, 2026**

**Please select one of the following options:**

____ **New Membership, Free 1st Time Membership Dues for 2026**
Total Amount Due: $0.00

__X_ **Membership Dues Renewal for 2026**
Total Amount Due: $100.00

**Please make checks payable to:** *Mississippi Association of County Agricultural Agents (MACAA) & please mail the check and a copy of your invoice to the address below.*

Mississippi Association of County Agricultural Agents
Attn: Zach Yow
238 Kaki Street
Iuka, MS 38852

**Thank you for your support of MACAA**

Zach Yow

**MACAA Treasurer**

Attachment: Membership Dues for the MS Association of County Agriculture Agents (RFA-2025-506 : Authority to Pay Membership Dues for the

# INVOICE

## Rankin County Board of Supervisors

211 EAST GOVERNMENT STREET
BRANDON, MISSISSIPPI 39042

Rankin County Extension Service

601 Marquette Rd.

Brandon, MS 39042

DATE August 12, 2025

Line Item 571: Dues/Subscription

Mississippi Association of Extension 4-H Agents dues for Heather Jennings in the amount of $100.00

Payable to: MAE4HA

Remit to: Mississippi Association of Extension 4-H Agents

Attention: Anna Byrd, Treasurer

12000 Hwy. 15 N.
Philadelphia, MS 39350

Doug Carter

Attachment: Membership Dues for the Mississippi Association of Extension 4-H Agents (RFA-2025-507 : Authority to Pay Membership Dues for

# Mississippi Association of Extension 4-H Agents

## Membership Invoice 2026

Bill To: MSU - EXTENSION - Rankin County
601 MARQUETTE ROAD
BRANDON, MS 39042

Mail To: Mississippi Association of Extension 4-H Agents
Attn: Anna Byrd
12000 Hwy. 15 N,
Philadelphia, MS 39350

Description: Mississippi Association of Extension 4-H Agents Annual Membership Dues

Amount Due: $100.00

**Member:** Heather Jennings

**Method of Payment: Check #_____ Date: _____**

Please make checks payable to: Mississippi Association of Extension 4-H Agents & include a copy of your invoice to the address above.

Thank you for your support of MAE4-HA

Anna Byrd

MAE4-HA Treasurer

Attachment: Membership Dues for the Mississippi Association of Extension 4-H Agents (RFA-2025-507 : Authority to Pay Membership Dues for

# About:

In September of 2024 we hosted our third rodeo, in which was our Second Annual Pro Rodeo at the Puckett Park. It was a HUGE success! We saw a community come together and enjoy one another's company. This year the dates for the upcoming Rodeo are September 12-13th.

We give credit to everyone involved in helping make this a success for our community.

## Sponsorship Availability:

1. **Platinum: Price $1,500.00**

XL full banner at Puckett Park during Rodeo! Includes your Personal Logo or business card and full page in our program.

2. **Gold: Price $1000.00**

XL full banner at Puckett Park during Rodeo! Includes your Personal Logo or business card and half page in our program

3. **Silver: Price $500.00**

Small banner at Puckett Park during Rodeo! Includes your Personal Logo or business card and listed in our program.

4. **Bronze: Price $250.00**

Listed in our program only with your personal logo or business card.

Name: _____

Co. Name: Rankin County Board of Supervisors

Type of Sponosrship: Bronze: $250.00

Phone #: 601-591-4733

Signature: Brad Calhoun

Attachment: Advertising County Resources for the 2025 Puckett Rodeo (RFA-2025-508 : Authority to

# ORDER ALLOWING EXPENDITURE
# TO ADVERTISE COUNTY RESOURCES

**THIS DAY the Board of Supervisors of Rankin County, having met at a regular meeting, duly noticed, considered the proposed expenditure of county funds pursuant to Sections 17-3-1 and 17-3-3 of the Mississippi Code of 1972, as amended, for the purpose of advertising resources or possibilities of the county, and the Board having considered a particular request regarding funds for the TOWN OF PUCKETT (1/4 page ad for Rodeo Program), and the Board finding, consistent with the facts presented at its regular meeting, that in the Boards' judgment, the expenditure will advertise the resources and possibilities of Rankin County and that such activities will be helpful toward advancing the moral, financial and other interests of the county, finds that the expenditure in the amount not to exceed of Two Hundred Fifty Dollars ($250.00) is reasonable and that the same be and is hereby authorized and approved.**

**IT IS THEREFORE ORDERED that a sum not to exceed the amount of Two Hundred Fifty Dollars ($250.00), county funds be paid to the TOWN OF PUCKETT (1/4 page ad for Rodeo Program).**

**SO ORDERED this the 15th day of August, 2025,**

CHANCERY CLERK
RANKIN COUNTY, MS

**RANKIN COUNTY BOARD OF SUPERVISORS**

**BY:** _____
**President of the Rankin County Board of Supervisors**

**ATTEST:**

_____
**Secretary of the Rankin County Board of Supervisors**

Attachment: Order to advertise co resources for the Town of Puckett - quarter page ad for Rodeo Program (RFA-2025-508 : Authority to

# DOG JAM 2025

"Jamming on Since 2008"

Dear Community Sponsor,

Brandon Middle School is excited to announce our ***16th Annual Dog Jam*** event will be held on September 18th, 2025. This fun and exciting school fundraiser involves BMS students, staff, families, an wonderful supporters from our local community.

We are asking for your support by becoming a business sponsor of BMS. Your investment in our school will make a huge impact on the education and learning environment for over one thousand students and staff. Just a few examples of school purchases made by BMS PTO using the proceeds from past ***Dog Jam*** events includes student incentives, recognition, and PBIS events, computers, smart boards software, PA system, TVs, gym equipment, desks, chairs, refrigerators, and much, much more.

***Dog Jam*** is our only large fundraising event each year. All funds raised allow us to continue our mission to meet needs that arise in our school. We would like to invite you to partner with us to continu these projects.

Here are some specific ways you can help:

- **Corporate/Family Sponsorship:** We have many opportunities available at various levels, dependin on giving ability. Your cash sponsorship directly impacts our future PTO project budget, and goes well beyond the event to continue our project work.

- **Prizes**: We have a large need for a number of popular gift items *AND* gift cards to be used as prizes at our event. Any item(s) or gift card(s) amount you generously donate will carry out our mission of service in our school.

We greatly appreciate your consideration of support for Brandon Middle School and our important ***Dog Jam*** fundraising event. For more information on or questions on sponsorships, please contact BMS PTO Presiden at bmsbulldogpto@gmail.com. *Thank you for your consideration & support of Brandon Middle School!*

BRANDON MIDDLE SCHOOL PTO Inc.
408 S College St, Brandon, MS 39042

Attachment: Advertising County Resources for the 2025 BMS Dog Jam (RFA-2025-509 : Authority to Advertise County Resources in the

# Brandon Middle School PTO
## 2025-2026 COMMUNITY SUPPORTER FORM

Brandon Middle School PTO

***Platinum Sponsor* - $1,000+**

- Daily "Thank You" Logo business acknowledgement on BMS LED sign during October
- Daily business logo acknowledgment on BMS TV screens and on BMS LED sign during entire school year
- Microphone recognition of Platinum Sponsors by Principal at Dog Jam event, BMS home sporting events, 6th-8th Grade Awards days and business name BMS Sponsor Plaque inside school lobby
- Platinum Sponsor recognition with logo in all Dog Jam event digital media and press release publication
- Platinum Sponsor recognition on BMS school and PTO related social media pages WITH home page link to bring audience directly to your business website or social media
- Weekly Sponsorship recognition on our Brandon Bulldog Broadcast
- One full year of business logo hanging in a prominent location on BMS's wooden fence in car rider line 24"x18" individual sign with logo
- Platinum Sponsor recognition outdoor signage in BMS car rider line 24"x18" lawn sign during Dog Jam
- Recognition of your business with logo at all BMS Teacher Appreciation Luncheons (4)

***Gold Level Sponsor* - $750-$999**

- Daily "Thank You" Logo business acknowledgement on BMS LED sign during Dog Jam Days • Weekly business logo acknowledgment on BMS TV screens and on BMS LED sign during school year
- Prominent placement of large business logo on event banners and signage at Dog Jam Event
- Microphone recognition of Gold Sponsor by Principal at Dog Jam event, BMS home sporting events, 6th-8th Grade Awards days and business name BMS Sponsor Plaque inside school lobby
- Gold Sponsor recognition with logo in all Dog Jam event digital media and press release publication
- Gold Sponsor recognition on BMS school and PTO related social media pages WITH home page link to bring audience directly to your business website or social media
- Monthly Sponsorship recognition on our Brandon Bulldog Broadcast
- One year of Gold Sponsor recognition with your business logo sign hanging in a prominent location on BMS's wooden fence in car rider line
- Gold Sponsor recognition outdoor signage in BMS car rider line lawn sign during Dog Jam Days
- Recognition of your business with logo at all BMS Teacher Appreciation Luncheons (4)

***Silver Level Sponsor* - $500-$750**

- Monthly business logo acknowledgment on BMS TV screens and on BMS LED sign during school year
- Business name on event banners and signage at Dog Jam Event
- Silver Level Sponsor recognition in all Dog Jam event digital media and press release publication • Silver Level Sponsor recognition on BMS PTO related social media pages, websites, and BMS video broadcast during Dog Jam Days
- Quarterly Sponsorship recognition on our Brandon Bulldog Broadcast
- Microphone recognition as a Silver Sponsor by Principal at Dog Jam event, BMS home sporting events, 6th-8th Grade Awards days, and business name BMS Sponsor Plaque inside school lobby
- One year of Silver Sponsor recognition sign hanging on BMS's wooden fence in car rider line
- Silver Sponsor recognition outdoor location signage in BMS car rider line 24"x18" lawn sign

***Bronze Level Sponsor* - $250-$499**

- Business name on event banners and signage at Dog Jam Event
- Bronze Level recognition in all Dog Jam event digital media and press release publication
- Bronze Level recognition on BMS PTO related social media pages and websites
- Bronze Sponsorship recognition on our Brandon Bulldog Broadcast during the month of October
- Bronze Sponsor recognition outdoor signage in BMS car rider line 24"x18" lawn sign
- Microphone recognition as a Bronze Sponsor by Principal at Dog Jam event, BMS home sporting events, and 6th-8th Grade Awards days

Attachment: Advertising County Resources for the 2025 BMS Dog Jam (RFA-2025-509 : Authority to Advertise County Resources in the

*Starter Sponsor* - $100-$250

- Starter Sponsor recognition outdoor location signage in BMS car rider line 24"x18" lawn sign

***I understand that sponsorship agreements with payment must be received NO LATER than September 6th (with digital logo sent) in order to be included in Dog Jam event signage and all advance publicity. I will send my business logo in high resolution JPEG or PNG format to*** bmsbulldogpto@gmail.com

*Business Owner/Business Donation Contact agrees to the following:*

*Signature:* Samantha Chisholm *Print:* **Samantha Chisholm** *Date:* **8/15/2025**

## Payment Options: ( Place check next to your selection )

✓ Pay now: My check payable to BMS PTO is enclosed for the amount of $250.00.

____ Pay with credit card: Invoice me through Square for the donation amount (plus fees).

____ Pay Later: My check payable to BMS PTO for the amount of $_____ will be ready to be picked up on this date: _____ (*Date must not be later than September 5th for print media recognition. I understand if given later than the date above that I might not receive all benefits listed in the sponsor agreement.)

____ I do not wish to be recognized publicly for my sponsorship.

**Please print below exactly how you would like your name/company to be listed on all acknowledgments:**

**Rankin County Board of Supervisors**

Contact Person: Contact Phone Number: Mailing Address:

EmailAddress **Contact: Samantha Chisholm - samantha.chisholm@rankincounty.org or 601-591-4733**

Website/Social Media linked account:_____

(Top Dog or Platinum Sponsor Level only)

*BMS PTO is a 501(c)3 charitable organization, therefore, contributions to BMS PTO are tax deductible to the fullest extent of IRS law.*

*For more information on or questions on sponsorships, please contact BMS PTO President at* bmsbulldogpto@gmail.com.

*Thank you for your consideration & support of Brandon Middle School!*

Attachment: Advertising County Resources for the 2025 BMS Dog Jam (RFA-2025-509 : Authority to Advertise County Resources in the

Attachment: Order to advertise co resources for the Brandon Middle School Dog Jam - sponsor on banner and program ad (RFA-2025-509 :

# ORDER ALLOWING EXPENDITURE TO ADVERTISE COUNTY RESOURCES

**THIS DAY the Board of Supervisors of Rankin County, having met at a regular meeting, duly noticed, considered the proposed expenditure of county funds pursuant to Sections 17-3-1 and 17-3-3 of the Mississippi Code of 1972, as amended, for the purpose of advertising resources or possibilities of the county, and the Board having considered a particular request regarding funds for the BRANDON MIDDLE SCHOOL DOG JAM (sponsor on banner and program ad), and the Board finding, consistent with the facts presented at its regular meeting, that in the Boards' judgment, the expenditure will advertise the resources and possibilities of Rankin County and that such activities will be helpful toward advancing the moral, financial and other interests of the county, finds that the expenditure in the amount not to exceed of Two Hundred Fifty Dollars ($250.00) is reasonable and that the same be and is hereby authorized and approved.**

**IT IS THEREFORE ORDERED that a sum not to exceed the amount of Two Hundred Fifty Dollars ($250.00), county funds be paid to the BRANDON MIDDLE SCHOOL DOG JAM (sponsor on banner and program ad).**

**SO ORDERED this the 15th day of August, 2025,**

CHANCERY CLERK
RANKIN COUNTY, MS

**RANKIN COUNTY BOARD OF SUPERVISORS**

**BY:** _____
**President of the Rankin County Board of Supervisors**

**ATTEST:**

_____
**Secretary of the Rankin County Board of Supervisors**

# Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

August 4, 2025

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

RE: Approving cost to repair LPR (License Plate Reader) cameras

I am requesting Board approval to pay Insight LPR, LLC to repair five LPR cameras located in the county. These cameras are currently inoperable.

Three cameras are located on I-20 at Peason Rd. Two cameras are located on Florence Byram Rd. near the county line.

The total cost is $12,000.00

Thank you,

Barry Vaughn
Undersheriff

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

Attachment: Invoice for Repair of 5 License Plate Reader Cameras (RFA-2025-510 : Authority to Issue Check to Insight LPR, LLC in the Amount

**Insight LPR, LLC**
1014 Highway 471
Brandon, MS 39042
www.insightlpr.com
kristi.kelly@insightlpr.com

**QUOTE #:** 9537063083

**CREATED:** 7/8/25

**PREPARED FOR:**

Rankin County Sheriff's Office (MS)

| Name | Charge Type | QTY/HR | Price Per | Total Price |
|---|---|---|---|---|
| Warranty (Included for One Year) | Included | 5 | $0 | $0 |
| Data Storage | Included | 5 | $0 | $0 |
| Installation | Included | 5 | $0 | $0 |
| Matrix Edge | Recurring | 5 | $2,200 | $11,000 |
| Comms Box | One Time | 1 | $1,000 | $1,000 |

| | |
|---|---|
| **Total Annual Recurring Charges:** | $11,000 |
| **Total One Time Charges:** | $1,000 |
| **First Year Total:** | $12,000 |

**TERMS**

This estimate does not include any applicable taxes, it is not final and may change once all details are confirmed. This quote remains valid for 30 days from the date of issue. Pricing and terms are subject to change after this period. Typical installations occur within 8 weeks of receipt of Purchase Order, provided no delays in permitting (if applicable). Payment is due within 30 days from installation/order completion date, unless negotiated otherwise.

If electrical power is required for this project, the customer is responsible for providing a reliable source of 120V AC power in accordance with local regulations. This may include securing necessary permits and covering any related costs. Insight is not responsible for permitting, electrical work, or taxes associated with installation unless otherwise agreed. If a third party requires Insight to cover these costs, they will be invoiced to the customer. By proceeding, the customer confirms they have the authority to allow installation at the designated location(s). Issuance of a Purchase Order related to this quote will be deemed acceptance of the terms outlined herein, including any customer responsibilities noted above.

Attachment: Invoice for Repair of 5 License Plate Reader Cameras (RFA-2025-510 : Authority to Issue Check to Insight LPR, LLC in the

Keith Hicks
County Administrator
211 East Government Street, Suite A
Brandon, MS 39042

August 1, 2025

Honorable Fire Department,

Thank you once again for allowing Deep South Fire Trucks to bid on your surplus used pumper fire trucks as described:

One (1) 2011 E One-International Regular Cab "CATO"

We thank you for the opportunity to bid and look forward to hearing from you soon.

Bid Price on Surplus Fire Truck $ 70,000.00

Sincerely and Thank You,

Scott Walters, MS Rep.
Deep South Fire Trucks, Inc.
800-727-4166



Attachment: Refund of Overpayment for Fire Trucks (RFA-2025-511 : Authority to Issue Refund to Deep South Fire Trucks in the Amount Of)

Attachment: Refund of Overpayment for Fire Trucks (RFA-2025-511 : Authority to Issue Refund to Deep South Fire Trucks in the Amount Of)

DEEP SOUTH Fire Trucks

Keith Hicks
County Administrator
211 East Government Street, Suite A
Brandon, MS 39042

August 1, 2025

Honorable Fire Department,

Thank you once again for allowing Deep South Fire Trucks to bid on your surplus used pumper fire trucks as described:

One (1) 2010 E One-International Regular Cab "LANGFORD"

We thank you for the opportunity to bid and look forward to hearing from you soon.

Bid Price on Surplus Fire Truck $ 67,000.00

Sincerely and Thank You,

Scott Walters, MS Rep.
Deep South Fire Trucks, Inc.
800-727-4166

Attachment: Refund of Overpayment for Fire Trucks (RFA-2025-511 : Authority to Issue Refund to Deep South Fire Trucks in the Amount Of)

DEEP SOUTH Fire Trucks

Keith Hicks
County Administrator
211 East Government Street, Suite A
Brandon, MS 39042

August 1, 2025

Honorable Fire Department,

Thank you once again for allowing Deep South Fire Trucks to bid on your surplus used pumper fire trucks as described:

One (1) 2009 E One-International Regular Cab "EVERGREEN"

We thank you for the opportunity to bid and look forward to hearing from you soon.

Bid Price on Surplus Fire Truck $ 65,000.00

Sincerely and Thank You,

Scott Walters, MS Rep.
Deep South Fire Trucks, Inc.
800-727-4166

CASH ONLY IF ALL *CheckLock*™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**DEEP SOUTH FIRE TRUCKS, INC.**
PO BOX 293
SEMINARY, MS
601-722-4166
FAX# 601-722-4168

Peoples Bank
PO BOX 22927
COLLINS, MS 39428
85-346/653

7542

8/5/2025

PAY TO THE ORDER OF RANKIN COUNTY B.O.S. $ **203,000.00

Two Hundred Three Thousand and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

RANKIN COUNTY B.O.S.
211 E GOVERNMENT ST A
BRANDON, MS 39042

MEMO '09, '10, '11 E-ONE PUMPERS

⑈07542⑈ [redacted]

**DEEP SOUTH FIRE TRUCKS, INC.** 7542

| | | |
|---|---|---|
| RANKIN COUNTY B.O.S. | 8/5/2025 | |
| Inventory | | 203,000.00 |

| | | |
|---|---|---|
| PEOPLES BANK | '09, '10, '11 E-ONE PUMPERS | 203,000.00 |

Attachment: Refund of Overpayment for Fire Trucks (RFA-2025-511 : Authority to Issue Refund to Deep South Fire Trucks in the Amount Of)

STACI McNINCH
Tax Assessor
Rankin County

211 East Government Street
Suite C
Brandon, Mississippi 39042

601-825-1470
601-355-0527
Fax 601-824-2457

August 15, 2025

Rankin County Board of Supervisors
211 E. Government St., Ste A
Brandon, MS 39042

Re: Cooperwood Senior Living, LLC, Real Property Parcel Number(s) H11 9 10 (PPIN 83986), Personal Property PPIN 15534

Gentleman,

Cooperwood Senior Living, LLC was recently granted an industrial exemption for the 2024 tax year. Due to the updated exemption status, I respectfully request that the Tax Collector's office change the 2024 taxing district from 201 to 009, and the taxpayer refunded the overpayment for the 2024 real property and personal property taxes on the aforementioned parcel.

Thank you for your consideration in this matter.

Sincerely,

Staci D. McNinch
Tax Assessor

Attachment: Refund Overpayment of 2024 Real & Personal Property Taxes for Cooperwood Senior Living (RFA-2025-512 : Authority for the Tax

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.: 25-1582

# DECLARATORY ORDER INSTRUCTING RANKIN COUNTY TO PAY INVOICES

THIS MATTER having come before this court on the Petition of Rankin County, Mississippi, through its Board of Supervisors and counsel thereto, for a Declaratory Judgment requiring payment of invoices submitted for building department materials and supplies and emergency elevator repair prior to issuance of purchase orders, and this Court being advised in the premises that the Petition is well taken and must be GRANTED; It is hereby ORDERED, ADJUDGED and DECREED 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, Rankin County is authorized to maintain and repair public buildings owned and controlled by Rankin County and kept accessible to the public.

3. On or about June 12, 2025 and June 25, 2025, the Rankin County Maintenance Department ordered supplies and materials necessary for public building maintenance and ordered emergency elevator repairs from trusted vendors with whom the County maintains service relationships. Before Rankin County could issue purchase

Attachment: Court Order Approving Expenditure of County Funds (RFA-2025-513 : Acknowledgement of Court Order Approving Expenditure

orders, the vendors delivered products and services and tendered invoices for payment. Copies of the invoices are attached as Exhibit "A."

4. The materials, supplies and services provided by the vendors are necessary to carry out the County's maintenance and repair responsibilities under state law. The failure to issue purchase orders was an innocent oversight. Rankin County strongly desires to pay the attached invoice.

5. To protect Rankin County from a later assertion by the Office of State Auditor that Rankin County is not authorized to pay invoices for which no purchase orders were issued, this Court ORDERS the County to pay the invoices identified as Composite Exhibit "A" under the exigent circumstances and as a matter of good faith.

NOW, THEREFORE, Rankin County is ORDERED to pay the invoices, copies of which are attached hereto, despite the fact that no purchase orders were issued beforehand.

SO ORDERED THIS THE 28th DAY OF July, 2025.

COUNTY COURT JUDGE

Prepared by:
/s/ Craig L. Slay
CRAIG L. SLAY (MSB 10272)
OF COUNSEL:
PALMER & SLAY, PLLC
P.O. BOX 896
BRANDON, MS 39043
601-724-1870

Attachment: Court Order Approving Expenditure of County Funds (RFA-2025-513 : Acknowledgement of Court Order Approving Expenditure of

KIMBALL MIDWEST

# INVOICE

PLEASE PAY FROM THIS INVOICE
ORIGINAL

| INVOICE NO. |
|---|
| 101969554 |
| ORDER NO. |
| 522885Z6 |
| ACCOUNT NO. |
| 337891 |

TERMS: 1% NET 30 DAYS
LATE PAYMENT FEE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED ON ALL BALANCES 30 DAYS OLD

REMIT TO: KIMBALL MIDWEST
DEPT. L-2780
COLUMBUS, OHIO 43260-2780
(614-219-6100)
WWW.KIMBALLMIDWEST.COM

**SOLD TO:**
Rankin County EOC
211 E GOVERMENT ST

Brandon MS 39042

**SHIP TO:**
Rankin County EOC
601 MARQUETTE RD

BRANDON MS 39042

| DATE | SALES REPRESENTATIVE | PURCHASE ORDER NO. | SHIPPED VIA & DATE |
|---|---|---|---|
| 6/25/2025 | Conn #5Z6 | | U UPS GROUND 6/25/2025 |

| ORDERED | SHIPPED | BALANCE DUE | | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 24 | 24 | | 801428C | Instant Tire Detailer | | 241.20 |
| 1 | 1 | | 26441 | 5/16X50' FABRIC LOOM | | 93.65 |
| 1 | 1 | 0 | 26445 | 3/4X50' FABRIC LOOM | | 280.67 |
| 1 | 1 | | 83554 | 1"X18 YD MOULDING TAPE | | 47.24 |
| 100 | 100 | | 347001 | 6-32 MACH SCREW NUT | | 14.50 |
| 100 | 100 | | 347002 | 8-32 MACH SCREW NUT | | 15.17 |
| 100 | 100 | | 347003 | 10-24 MACH SCREW NUT | | 16.52 |
| 100 | 100 | | 373601 | #6 SAE FLAT WASHER | | 11.92 |
| 200 | 200 | | 3736011 | #6 SAE FLAT WASHER | | 23.06 |
| 100 | 100 | | 373602 | #8 SAE FLAT WASHER | | 12.77 |
| 100 | 100 | | 373603 | #10 SAE FLAT WASHER | | 18.80 |
| 100 | 100 | | 333206 | #6 SS LOCKWASHER | | 2.77 |
| 100 | 100 | | 333208 | #8 SS LOCKWASHER | | 3.88 |
| 100 | 100 | | 420802 | 8-32X1/4 SL RH MS | | 18.55 |
| 100 | 100 | | 420806 | 8-32X3/4 SL RH MS | | 20.28 |
| 100 | 100 | | 420808 | 8-32X1 SL RH MS | | 22.16 |
| 100 | 100 | | 420810 | 8-32X1-1/4 SL RH MS | | 24.87 |
| 50 | 50 | | 420812 | 8-32X1-1/2 SL RH MS | | 17.50 |
| 50 | 50 | | 420814 | 8-32X1-3/4 SL RH MS | | 19.60 |
| 50 | 50 | 0 | 420816 | 8-32X2 SL RH MS | | 19.87 |
| 50 | 50 | | 420820 | 8-32X2-1/2 SL RH MS | | 29.30 |
| 100 | 100 | | 421002 | 10-24X1/4 SL RH MS | | 25.02 |
| 100 | 100 | | 421004 | 10-24X1/2 SL RH MS | | 20.28 |
| 100 | 100 | | 421006 | 10-24X3/4 SL RH MS | | 23.21 |
| 100 | 100 | | 421008 | 10-24X1 SL RH MS | | 26.96 |
| 100 | 100 | 0 | 421010 | 10-24X1-1/4 SL RH MS | | 30.94 |
| 50 | 50 | | 421012 | 10-24X1-1/2 SL RH MS | | 17.99 |
| 50 | 50 | | 421014 | 10-24X1-3/4 SL RH MS | | 21.79 |
| 50 | 50 | | 421016 | 10-24X2 SL RH MS | | 23.63 |
| 25 | 25 | | 421020 | 10-24X2-1/2 SL RH MS | | 15.83 |
| 25 | 25 | | 421024 | 10-24X3 SL RH MS | | 19.29 |
| 25 | 25 | | 421028 | 10-24X3-1/2 SL RH MS | | 20.71 |
| 25 | 25 | | 421032 | 10-24X4 SL RH MS | | 24.21 |

You acknowledge and agree that, by placing this order, all information provided you by Kimball Midwest herein is confidential and is the property of Midwest Motor Supply Co., Inc. d/b/a Kimball Midwest. You further agree that this information is for your internal use only and will not be copied, reproduced, distributed or disclosed by you and/or your organization without the prior written consent from Kimball Midwest.

| ORDERED | TAX % | TAX AMT | SHIPPING | INVOICE TOTAL |
|---|---|---|---|---|
| | | | | |

CARRIERS RECEIPT IN GOOD ORDER CONSTITUTES DELIVERY AND CLAIMS FOR LOSS OR DAMAGE IN TRANSIT MUST BE FILLED BY CUSTOMER.

GOODS RETURNED WITHOUT OUR CONSENT WILL POSITIVELY NOT BE ACCEPTED.
DEBTOR IS LIABLE FOR UNUSUAL AND CUSTOMARY COLLECTION CHARGES.
ALL CHECKS MUST BE MADE PAYABLE ONLY TO "KIMBALL MIDWEST"

EXHIBIT
A

We Ap siness

PLEASE REMIT THIS AMOUNT

Attachment: Court Order Approving Expenditure of County Funds (RFA-2025-513 : Acknowledgement of Court Order Approving Expenditure of

Case: 61CO1:25-cv-01582 Document #: 3 Filed: 07/28/2025 Page 4 of 6

KIMBALL MIDWEST

# INVOICE

PLEASE PAY FROM THIS INVOICE
ORIGINAL

| INVOICE NO. |
|---|
| 1019695540 |
| ORDER NO. |
| 522885Z6 |
| ACCOUNT NO. |
| 337891 |

TERMS: 1% NET 30 DAYS
LATE PAYMENT FEE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED ON ALL BALANCES 30 DAYS OLD

REMIT TO: KIMBALL MIDWEST
DEPT. L-2780
COLUMBUS, OHIO 43260-2780
(614-219-6100)
WWW.KIMBALLMIDWEST.COM

**SOLD TO:**
Rankin County EOC
211 E GOVERMENT ST

Brandon MS 39042

**SHIP TO:**
Rankin County EOC
601 MARQUETTE RD

BRANDON MS 39042

| DATE | SALES REPRESENTATIVE | PURCHASE ORDER NO. | SHIPPED VIA & DATE |
|---|---|---|---|
| 6/25/2025 | Conn #5Z6 | | U UPS GROUND 6/25/2025 |

| ORDERED | SHIPPED | BALANCE DUE | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 25 | 25 | | 421040 10-24X5 SL RH MS | | 29.90 |
| 25 | 25 | | 421048 10-24X6 SL RH MS | | 33.11 |
| 2 | 2 | 0 | 831381 DUAL LOCK BLK 10' ROLL | | 694.84 |
| | | | UPS GROUND 1ZAX29590311659985 WGT:4.0 | | |
| | | | UPS GROUND 1ZAX29590311660295 WGT:3.0 | | |
| | | | UPS GROUND 1ZA962150300594542 WGT: 27 | | |
| | | | UPS GROUND 1Z629E590302420268 WGT:2.0 | | |
| | | | UPS GROUND 1Z629E590302421436 WGT: 14 | | |
| | | | To help us correctly process your payment, please include invoice number on your remittance advice | | |
| | | | Payment by credit card after time of invoice incurs an additional fee. | | |
| | | | CM 102446474 | | -441.07 |
| | | | CM 102447878 | | -280.67 |
| | | | Orders less than $75 may be subject to $15 Shipping & Handling charge | | |
| | | | Thank you for your business! Payment is due by 7/25/2025 | | |

You acknowledge and agree that, by placing this order, all information provided you by Kimball Midwest herein is confidential and is the property of Midwest Motor Supply Co., Inc. d/b/a Kimball Midwest. You further agree that this information is for your internal use only and will not be copied, reproduced, distributed or disclosed by you and/or your organization without the prior written consent from Kimball Midwest.

CARRIERS RECEIPT IN GOOD ORDER CONSTITUTES DELIVERY AND CLAIMS FOR LOSS OR DAMAGE IN TRANSIT MUST BE FILLED BY CUSTOMER.

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DEBTOR IS LIABLE FOR UNUSUAL AND CUSTOMARY COLLECTION CHARGES.
ALL CHECKS MUST BE MADE PAYABLE ONLY TO "KIMBALL MIDWEST"

| ORDERED | TAX % | TAX AMT | SHIPPING | INVOICE TOTAL |
|---|---|---|---|---|
| 1,260.25 | | | | 1,260.25 |

*We Appreciate Your Business*

PLEASE REMIT THIS AMOUNT

Attachment: Court Order Approving Expenditure of County Funds (RFA-2025-513 : Acknowledgement of Court Order Approving Expenditure of

Case: 61CO1:25-cv-01582 Document #: 3 Filed: 07/28/2025 Page 5 of 6

KIMBALL MIDWEST

# INVOICE

PLEASE PAY FROM THIS INVOICE
ORIGINAL

| INVOICE NO. |
|---|
| 10198738A |
| ORDER NO. |
| 523345Z6 |
| ACCOUNT NO. |
| 337891 |

TERMS: 1% NET 30 DAYS
LATE PAYMENT FEE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED ON ALL BALANCES 30 DAYS OLD

REMIT TO: KIMBALL MIDWEST
DEPT. L-2780
COLUMBUS, OHIO 43260-2780
(614-219-6100)
WWW.KIMBALLMIDWEST.COM

**SOLD TO:**
Rankin County EOC
211 E GOVERMENT ST

Brandon MS 39042

**SHIP TO:**
Rankin County EOC
601 MARQUETTE RD

BRANDON MS 39042

| DATE | SALES REPRESENTATIVE | PURCHASE ORDER NO. | SHIPPED VIA & DATE |
|---|---|---|---|
| 6/25/2025 | Conn #5Z6 | | U UPS GROUND 6/25/2025 |

| ORDERED | SHIPPED | BALANCE DUE | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 1 | | 26626 1/4" BRAID SPLIT LOOM 100' | | 281.91 |
| 1 | 1 | | 26627 1/2" BRAID SPLIT LOOM 75' | | 316.57 |
| | | | UPS GROUND 1ZA962150300606298 WGT:2.0 | | |
| | | | UPS GROUND 1ZA962150300606323 WGT:3.0 | | |
| | | | To help us correctly process your payment, please include invoice number on your remittance advice | | |
| | | | Payment by credit card after time of invoice incurs an additional fee. | | |
| | | | Orders less than $75 may be subject to $15 Shipping & Handling charge | | |
| | | | Thank you for your business! Payment is due by 07/24/2025 | | |

You acknowledge and agree that, by placing this order, all information provided you by Kimball Midwest herein is confidential and is the property of Midwest Motor Supply Co., Inc. d/b/a Kimball Midwest. You further agree that this information is for your internal use only and will not be copied, reproduced, distributed or disclosed by you and/or your organization without the prior written consent from Kimball Midwest.

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DEBTOR IS LIABLE FOR UNUSUAL AND CUSTOMARY COLLECTION CHARGES.
ALL CHECKS MUST BE MADE PAYABLE ONLY TO "KIMBALL MIDWEST"

| ORDERED | TAX % | TAX AMT | SHIPPING | INVOICE TOTAL |
|---|---|---|---|---|
| 598.48 | | | | 598.48 |

*We Appreciate Your Business*

PLEASE REMIT THIS AMOUNT

Attachment: Court Order Approving Expenditure of County Funds (RFA-2025-513 : Acknowledgement of Court Order Approving Expenditure of

**MIDSOUTH ELEVATOR**
240 HIGHPOINT DRIVE
RIDGELAND, MS 39157
+16013538283
ar@midsouthelevator.com
www.midsouthelevator.com

# Invoice

MIDSOUTH ELEVAT

BILL TO
Rankin County Courthouse
211 E. Government Street
Brandon, MS 39042 US

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|---|---|---|---|---|---|
| INV-06750 | 06/19/2025 | $399.00 | 07/19/2025 | Net 30 | |

| DATE | | QTY | RATE | AMO |
|---|---|---|---|---|
| 06/12/2025 | **Billable Callback-Maintenance**<br>Elevator Service per your request on 6/12/25<br>Reason for service: Transformer blew on 6/11/25 and elevator did not return to service.e<br>Resolution: Returned all 3 elevators to service. | 1.33 | 300.00 | 399 |

| | |
|---|---|
| SUBTOTAL | 39 |
| TAX | |
| TOTAL | 39 |
| BALANCE DUE | **$399** |

Attachment: Court Order Approving Expenditure of County Funds (RFA-2025-513 : Acknowledgement of Court Order Approving Expenditure of

Case: 61CO1:25-cv-01380 Document #: 24

Book:2025 Page:16993-16996
DEED
RCD: 08/06/2025 @03:38:08 PM
Rankin County, MS - Chancery Clerk
MARK S. SCARBOROUGH

13-4-1
SE

IN THE SPECIAL COURT OF EMINENT DOMAIN
RANKIN COUNTY, MISSISSIPPI

RANKIN COUNTY, MISSISSIPPI — PETITIONER

VS. — CIVIL ACTION NO.: 25-cv-1380

JOHN A. KAHL AND TONY C. KAHL
AS TENANTS IN COMMON;
PRIORITY ONE BANK, LIENOR,
MISSISSIPPI DEPARTMENT OF REVENUE,
COBURN SUPPLY COMPANY — DEFENDANTS

ORDER GRANTING PETITIONER
RIGHT OF IMMEDIATE TITLE AND POSSESSION

This day this Cause having come before this Court on the Petition filed by Petitioner, Rankin County, Mississippi, requesting an order granting Petitioner the right of immediate title and possession and entry upon the land sought to be condemned and as described in Exhibit "A" attached hereto and incorporated herein, and it appearing to this Court that the Court-Ordered Appraiser's Report filed with this Court dated July 14, 2025, and made effective as of the date of the filing of the Petition herein showing the amount of $ 4,150.00 as total compensation and damages for the taking of the Defendants' land as sufficient consideration to entitle Petitioner to immediate possession of said property as allowed under Mississippi law, this Court hereby finds said motion to be well taken and that Petitioner is entitled to immediate title to and possession and entry upon the land described in Exhibit "A" attached hereto and incorporated herein by reference. Nothing contained in this Order shall preclude Defendants from proceeding to a trial of this matter to prove the final amount of compensation allegedly owed Defendants for the taking of said property by Petitioner.

Attachment: Court Order Granting Petitioner Right of Immediate Title & Possession (RFA-2025-514 : Acknowledgement of Court Order Granting

IT IS, THEREFORE, ORDERED AND ADJUDGED that Petitioner, Rankin County, Mississippi, be and it is hereby granted the right of immediate title and possession and entry upon the lands sought to be condemned as described in Exhibit "A" attached hereto immediately upon the filing with the Clerk of this Court of a receipt.

IT IS FURTHER ORDERED AND ADJUDGED that title to the property described in Exhibit "A" immediately vested in Petitioner shall be free and clear of all liens and encumbrances, if any, that may be of record and in favor of any Defendant named in the Petition.

SO ORDERED AND ADJUDGED on this the 6th day of August, 2025.

JUDGE, SPECIAL COURT OF EMINENT DOMAIN

PRESENTED BY:

CRAIG L. SLAY (MSB 10272)
ATTORNEY FOR PETITIONER

Attachment: Court Order Granting Petitioner Right of Immediate Title & Possession (RFA-2025-514 : Acknowledgement of Court Order

**Parcel No. 006-00-00-W**

A tract or parcel of land containing **15,064.44 square feet or 0.35 acres**, more or less, lying and being situated in the Southeast ¼ of Section 13, Township 4 North, Range 1 East, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

**Description:**

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a convergence angle of 00 degrees 05 minutes 51.02437 seconds developed and a scale factor of 0.999953674 at the Point of Commencement of the description contained below for Project No. STP-7074-00(001) LPA & FMS CON 108292 / 701000 project. It is the intent of this description to convey that portion of the Grantors property between the existing property line and the proposed right of way line as defined by said project:

**Commencing** at a found ½ inch iron pin marking the Northwest corner of the Northeast ¼ of Section 24, Township 4 North, Range 1 East, Rankin County, Mississippi, defined as N=975,169.19, E=2,353,225.94, on the above referenced coordinate system, run thence North 89 degrees 22 minutes 37 seconds East for a distance of 2,728.19 feet to a found ½ inch iron pin and defined as N=975,198.85, E=2,355,953.97 on the above referenced coordinate system. Said found ½ inch iron pin marking the Northeast corner of the William Victor Boggs and Nedra Dalene Boggs property as recorded in Deed Book 2019, Pages 25472-25476 in the Office of the Chancery Clerk of Rankin County and the **Point of Beginning** of the herein described property:
South 89 degrees 27 minutes 39 seconds West along the North line of said William Victor Boggs and Nedra Dalene Boggs property for a distance of 209.92 feet to a set ½ inch iron pin marking the proposed North right of way of Florence Byram Parkway; thence

North 50 degrees 12 minutes 34 seconds East along said proposed North right of way of Florence Byram Parkway for a distance of 226.84 feet to a set ½ inch iron pin marking the West right of way of Old Highway No. 49; thence

South 13 degrees 57 minutes 45 seconds East along said West right of way of Old Highway No. 49 for a distance of 147.56 feet to the **Point of Beginning.**

EXHIBIT "A"

Attachment: Court Order Granting Petitioner Right of Immediate Title & Possession (RFA-2025-514 : Acknowledgement of Court Order Granting

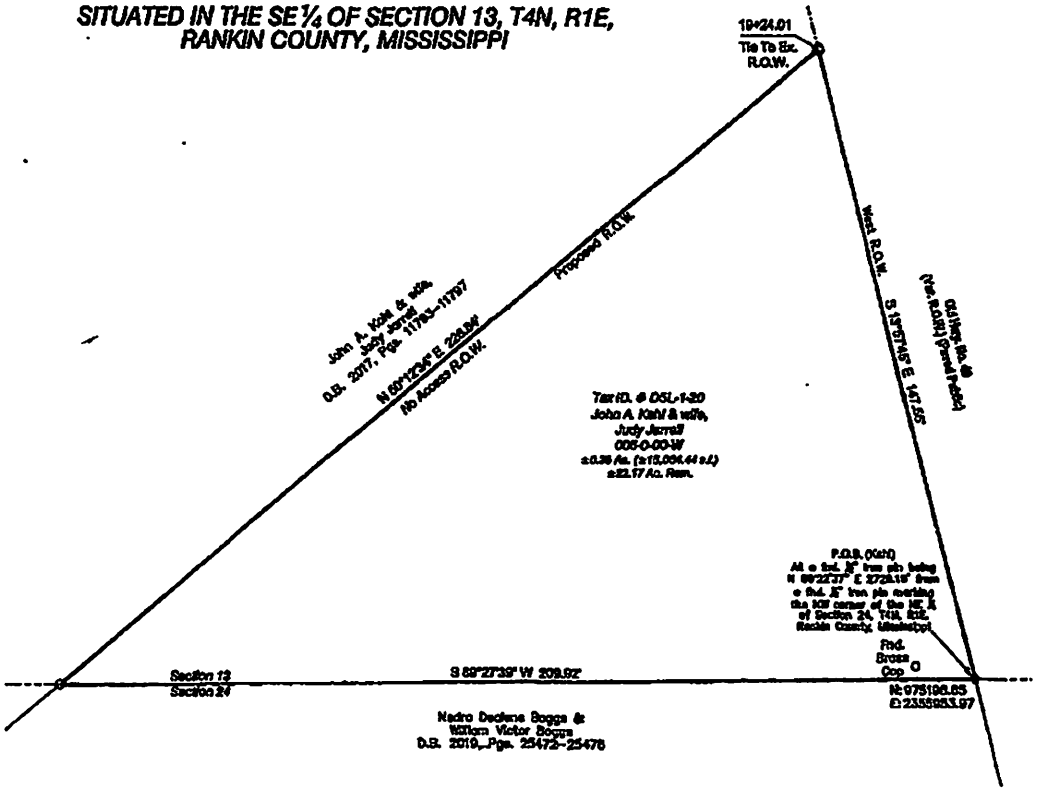
I certify that the information on this plat is thorough and accurate to the best of my knowledge.

MICHAEL RAY LOVE REGISTERED PROFESSIONAL LAND SURVEYOR LS 2785 STATE OF MISSISSIPPI

# PLAT OF SURVEY - KAHL (TAX ID. #D5L-1-20)

# FLORENCE-BYRAM RD.
# RIGHT OF WAY ACQUISITION

## SITUATED IN THE SE ¼ OF SECTION 13, T4N, R1E, RANKIN COUNTY, MISSISSIPPI




NORTH

SCALE: 1"= 30'

DATE OF FIELD SURVEY: 5-3-22

S.I.P. = SET 1/2" x 18" IRON PIN

DEED BOOK 2017, PAGES 11793-11797

BEARINGS ARE DERIVED FROM PERFORMING GPS OBSERVATIONS AND BASED UPON THE NORTH AMERICAN DATUM 1983 (NAD 83), MISSISSIPPI STATE PLANE, GRID COORDINATE SYSTEM, WEST ZONE. THE CONVERGENCE POINT IS A FOUND ½" IRON PIN MARKING THE P.O.C. HAVING THE FOLLOWING COORDINATES: N: 978169.19, E: 2333223.94.
CONVERGENCE ANGLE 00°05'51.02437"
SCALE FACTOR 0.999953674

CLASSIFICATION:
THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN MISSISSIPPI FOR CLASS B SURVEYS AS ADOPTED BY THE MISSISSIPPI BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.

**BENCHMARK ENGINEERING & SURVEYING, LLC**
1171 Highway 80 West, Suite 202
Brandon, Mississippi 39042
601-591-1377
www.benchmarkms.net
Pearl, Mississippi 39208
601-427-7785

| | |
|---|---|
| DWG. NO: | 7285-Kahl |
| PROJ. NO: | B-7285 |
| CREW: | BRYAN |
| CHECKED: | MRL |
| DRAWN: | RTS |
| DATE: | 7-05-22 |
| REVISED: | |

DEC PATH: S:\PROJECTS\B-7285_Kahl\DWG\7285_Kahl.dwg

RANKIN COUNTY, MS MARK S. SCARBOROUGH, CHANCERY CLERK
I CERTIFY THIS INSTRUMENT WAS FILED ON 8/6/2025 3:38:08 PM AND RECORDED IN DEED 2025 16993

Attachment: Court Order Granting Petitioner Right of Immediate Title & Possession (RFA-2025-514 : DEED 8/6/2025 3:38:08 PM

IN THE SPECIAL COURT OF EMINENT DOMAIN
RANKIN COUNTY, MISSISSIPPI

RANKIN COUNTY, MISSISSIPPI — PETITIONER

VS. — CIVIL ACTION NO.: 61CO1:25-cv-01380

JOHN A. KAHL AND TONY C. KAHL
AS TENANTS IN COMMON;
PRIORITY ONE BANK, LIENOR,
MISSISSIPPI DEPARTMENT OF REVENUE,
COBURN SUPPLY COMPANY — DEFENDANTS

ORDER DIRECTING PAYMENT OF FEE TO
COURT APPOINTED APPRAISER

This day, this cause coming on to be heard, on petition ore tenus of above by Rankin County, Mississippi by its Attorney for the payment of the Appraiser's fee of Insite Valuations c/o Russell Roberts, Court Appointed Appraiser, by Order of this Court.

The Court finds that said Appraiser has filed with this Court and the Clerk of Court, the requisite number of copies of the Appraisal Report herein, which has been, or is subject to the review of, this Court; and further, that said fee for such services is hereby approved for payment, and it is accordingly hereby determined that, due to the complexity of the valuation methodology, the property size and configuration, the property condition and location, and the challenging topography of the property, it is necessary and appropriate to award a reimbursement to the said court-ordered appraiser that exceeds the base amount set by statute as per Miss. Code Ann. Section 11-27-89, which is found to be insufficient under the exigent circumstances that warrant reimbursement of a greater sum.

Attachment: Court Order Directing Payment of Fee to Court Appointed Appraiser (RFA-2025-515 : Acknowledgement of Court Order Directing

IT IS, THEREFORE, ORDERED AND ADJUDGED, that the Clerk tax as costs herein and the petitioner pay unto Insite Valuations c/o Russell Roberts, for services as Court Appointed Appraiser, the sum of $2,000.00, said sum having been determined by this Court to have been justified by the circumstances outlined herein.

ORDERED AND ADJUDGED, this the 6th day of August, 2025.

JUDGE, SPECIAL COURT OF EMINENT DOMAIN

PREPARED BY AND PRESENTED BY:

CRAIG L. SLAY (MSB 10272)
ATTORNEY FOR PETITIONER

Attachment: Court Order Directing Payment of Fee to Court Appointed Appraiser (RFA-2025-515 : Acknowledgement of Court Order Directing

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Insite Valuations, Inc.

2 Business name/disregarded entity name, if different from above.

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

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

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

741 Magnolia Point Circle

Requester's name and address (optional)

6 City, state, and ZIP code

Pearl, MS 39208

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 8 | 4 | – | 3 | 2 | 6 | 9 | 4 | 3 | 3 |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** | **Signature of U.S. person** | **Date** 01/16/2025

## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Attachment: Court Order Directing Payment of Fee to Court Appointed Appraiser (RFA-2025-515 : Acknowledgement of Court Order Directing

**TO:** RANKIN COUNTY BOARD OF SUPERVISORS & CLERK OF THE BOARD
**FROM:** RODNEY HOLDER, INVENTORY CONTROL CLERK
**RE:** INVENTORY CHANGES
**DATE:** August 15, 2025

**Please Transfer**
**From Dept 250 to 300**

| Asset | Description | Serial# | Reason |
|---|---|---|---|
| 1073 | FREIGHTLINER FL80 | 1FV6JLCB7SL558195 | SURPLUS |

**From Dept 100 to 103**

| Asset | Description | Serial# | Reason |
|---|---|---|---|
| 11270 | 2017 FORD ESCAPE | 1FMCU0F77HUC82112 | SURPLUS |

**Please Approve to Sell**
**From Dept 103**

| Asset | Description | Serial# | Reason |
|---|---|---|---|
| 12606 | 2010 AUDI Q5 | WA1LKAFP6AA097583 | MECHANICAL ISSUES |

**Please Delete**
**From Dept 200**

| Asset | Description | Serial# | Reason |
|---|---|---|---|
| 14734 | 2018 FORD INTER | 1FM5K8AR1JGB34841 | ADDED TWICE |

Attachment: Inventory Changes (RFA-2025-516 : Approval of the Following Inventory Changes to Remove Items from The)

# Rankin County

## Personnel Recommendation

I, Mike Harrison, Road Department Supervisor, hereby recommends the within named, Steven Bush, for the full-time position in the Road Department with the Rankin County Board of Supervisors effective August 25, 2025.

Signature/Mike Harrison
Road Department

✓ Approved

_____ Not Approved

Board President

Additional Comments:

**Salary**

| | Present | Proposed |
|---|---|---|
| Step | | 326 |
| Hourly | | $ |
| Bi-Weekly | | $ |
| Annual | | $. |

Attachment: Personnel Recommendation for the Road Department (RFA-2025-517 : Personnel Recommendations)

Rankin County

**Personnel Recommendation**

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

**Ricky Huerta** be considered for the position of/promotion to **Certified Dispatcher - Shift Sergeant**

at pay step **373** effective on the **7th** day of **July, 2025**.

Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____ _____
County Administrator Board President

Additional Comments:
**Certified Dispatcher - Shift Supervisor**

Department Code: 001-200-431

| | Present | Recommended |
|---|---|---|
| Step | **346** | **373** |
| Hourly Rate | $ | $ |
| Bi-Weekly Rate | $ | $ |
| Annual Salary | $ | $ |

Attachment: Personnel Recommendations for the Sheriff's Department (RFA-2025-517 : Personnel Recommendations)

Rankin County

**Personnel Recommendation**

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

**Haley White** be considered for the position of/promotion to **Certified Dispatcher - Shift Sergeant**

at pay step **373** effective on the **7th** day of **July, 2025.**

Bryan Bailey
Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____ _____
County Administrator Board President

Additional Comments:
**Certified Dispatcher - Shift Supervisor**

Department Code: 001-200-431

| | Present | Recommended |
|---|---|---|
| Step | **346** | **373** |
| Hourly Rate | $ | $ |
| Bi-Weekly Rate | $ | $ |
| Annual Salary | $ | $ |

Attachment: Personnel Recommendations for the Sheriff's Department (RFA-2025-517 : Personnel Recommendations)

# AFFIDAVIT

## PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 6TH DAY OF AUGUST, 2025, personally came Marcus Bowers, publisher of the Rankin County News, a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

MINUTES

JULY 15, 2025

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

Vol 178 No. 05 on the 6th day of August, 2025

**RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES**
**JULY 16, 2025**

I. Call to Order
9:00 AM Meeting called to order on July 15, 2025 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees:
Steve Gaines, Supervisor District 4, Present
Brad Calhoun, Supervisor District 3, Present
Sid Scarbrough, President, Present
Glynn McLeod, Supervisor District 2, Present
Jay Bishop, Supervisor District 5, Present
Craig Slay, Board Attorney, Present
Keith Hicks, County Administrator, Present
Mark S Scarborough, Chancery Clerk, Present
II. INVOCATION
Board Attorney, Craig Slay
III. PUBLIC COMMENTS AND RECOGNITION
A. Tim Savell, FastCat - complaints with the Purchasing issuance of payment Department and issuance of payment.
IV. OLD BUSINESS
A. Minutes Approval:
A. July 7, 2025
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
V. CONSENT AGENDA
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
1. APPROVAL OF THE FOLLOWING: Financial
A. Approval of claims docket in the amount of $12,866,636.53
Those items found in the claims docket, to include but not limited to, contractual services, regular and recurring operating expenses, engineering services, additional legal services, etc., are found to be reasonable and necessary for conducting the county's business.
B. Acknowledgement receipt of Budget and Financial Reports for the month of June 2025
C. Approval of Budget Amendment for the Jail to transfer between line items for van purchase, no increase
D. Approval of Budget Amendment for the Jail to transfer between line items for golf cart purchase, no increase

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 6th day of August, 2025

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)

1,941 words at .12 each..... $232.92

Proof of Publication ..... NC

TOTAL..... $232.92

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

Attachment: Vardoc July 15, 2025 Minutes (Proof) (22115 : Various Documents)

E. Approval of Budget Amendment for an increase in the Special Assessment Criminal Penalty Sheriff Fund (031) to purchase Ford Police Interceptor
2. AUTHORITY TO ISSUE CHECKS:
Dues and Training Conferences
A. Authority for ten (10) Interdiction Deputies to attend the 2025 National Interdiction Conference on September 7 - 12, 2025, in Charleston, South Carolina, and authority to pay any travel related expenses
B. Authority to pay hotel fees in the amount of $719.20 for Destine Tune to attend the 19th Annual Cross Sites Conference on August 4 - August 8, 2025, in Portland, Oregon, and authority to issue check and pay any travel related expenses
Advertising County Resources
C. Authority to advertise county resources in the amount of $250.00 for sponsorship of the Town of Pelahatchie's Muscadine Jubilee and authority to issue check
Other
D. Authority to issue check to the State of Mississippi, per HB603 MOU between DFA and Rankin County, to return bank interest remaining in Fund 329 in the amount of $250.37
E. Resolution of disputed claim to avoid potential litigation matter.
Claim involves damage to water line infrastructure caused by county activities as reflected on the attached "Incident Summary" included herein. Authority of County Administrator to cause issuance of payment of $20,000 as set forth in attached Incident Summary
3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:
A. Approval of the following Inventory Changes to remove items from the county inventory that are broken or duplicates (See attached)
4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:
A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Elizabeth Crusoe (New Hire, Uncertified Dispatcher) at Step 332; Chancery Clerk's Office (Court): Martha Tigrett (Salary Increase) at Step 469; Circuit Clerk's Office: Karen Boykin (Salary Increase) at Step 367; Kim Jamison (Salary Increase) at Step 393; Zoe Peevy (Salary Increase) at Step 343;
5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES
A. Record Various Documents to be Made a Permanent Part of the Minutes
1. a Vardoc Executed Agreement with Pitney Bowes for Mail Machine (PDF)
2. b Vardoc Public Notice for Real & Personal Property Assessment Rolls (Proof) (PDF)
3. c Vardoc June 16, 2025 Minutes (Proof) (PDF)
4. d Vardoc Final Approval Letter from MDOR for Cooperwood Senior Living-2023 (PP-15534) (2025)_ (PDF)
VI. STACI MCNINCH, TAX ASSESSOR
A. Petitions for change of assessment on 2024 Real Property Assessments
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop

B. Authority to request a corrected tax statement for 2024 be generated by the Tax Collector's Office for PPIN 31292; the aforementioned parcel was improperly conveyed due to a deed error
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
C. Authority to request the Tax Collector's Office to refund 2024 taxes and no other tax statement be generated for PPIN 6646 (Parcel ID E4K-14); the aforementioned parcel was titled in The City of Florence and should have been tax exempt
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, President
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
VII. TIM PARKER, COUNTY CONSULTING ENGINEER
A. Gunter Road Improvements Phase II - Approval of Pay Application No. 13 from Hemphill Construction Company, Inc. for $175,865.40 and authority to issue the check (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, President
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
B. Watershed Protection Program Element 2.02 Pinebrook Subdivision - Approval of Pay Applications No. 9 and No. 10 from Southeastern Pipeline and Environmental Services for $272,782.52 and $364,828.55 and authority to issue the checks (District 2)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Glynn McLeod, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
C. Demolition and Disposal of Asbestos Building Materials - Former Brandon Cement Plant - Discussion and Potential Action (District 3) - Approval to award bid to Snyder Environmental & Construction, LLC, in the amount of $68,000.00
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Glynn McLeod, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
VIII. CRAIG SLAY, BOARD ATTORNEY
SET PUBLIC HEARINGS:
A. Set Public Hearing for July 31, 2025, at 9:00 a.m. for Dolores R. Hough Estate Nuisance Property, 421 Mallard Point (District 3)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
B. Set Public Hearing for July 31, 2025, at 9:00 a.m. for Elizabeth Dallis Nuisance Property, 402 Mallard Point (District 3)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop

C. Set Public Hearing for July 31, 2025, at 9:00 a.m. for George Taylor Nuisance Property, 113 Burnett Drive (District 2)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
D. Set Public Hearing for July 31, 2025, at 9:00 a.m. for Johnny Paul Porter Nuisance Property, 1124 Leesburg Road (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
E. Set Public Hearing for July 31, 2025, at 9:00 a.m. for Loren Muse Nuisance Property, 2260 Almar Road (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
F. Set Public Hearing for July 31, 2025, at 9:00 a.m. for Justin Thornton Nuisance Property, 150 Floyd Street (District 1)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
G. Set Public Hearing for August 4, 2025, at 9:00 a.m. for a Conditional Use Request for Katie Barber, 1215 Patriotic Circle (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
H. Discussion regarding a zoning ordinance violation on Pinedale Dr (Sherwood Forest Subdivision)
OTHER:
I. Authority for EOC Director to execute Memorandum of Acknowledgment regarding use of Rankin County Safe Room as Disaster Recovery Facility during any federally declared disaster, if any. This document is being requested and required by Mississippi Emergency Management Agency as a prerequisite for Rankin County's qualification for EMPG funding
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Sid Scarbrough, President
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
J. Motion to add "Discussion and potential action for activities related to the Reservoir Fire District" to the agenda
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Glynn McLeod, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop

K. Authority of Board Attorney to move forward with process leading to potential increase in fire protection millage specific to the Reservoir Fire Protection District (increase of 4 mills) and also expand the boundaries of the Reservoir Fire Protection District and corresponding response area to include Hollybush Road Community with formal annexation boundary to be determined at a later date
RESULT: ADOPTED [UNANIMOUS]
MOVER: Glynn McLeod, Supervisor District 2
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
IX. KEITH HICKS, COUNTY ADMINISTRATOR
A. Approval of Pay Application No. 10 from Thornton Construction for work performed on the Hydrologic Restoration of Stormwater Infrastructure near Reservoir East Project in the amount of $237,238.54 and authority to issue check (District 4)
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Jay Bishop, Supervisor District 5
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
ADDITIONAL BUSINESS TO BE DISCUSSED
A. PATH – Discussion of potential county projects
XI. EXECUTIVE SESSION
A. Motion to discuss the need to go into Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
B. Motion to go into Executive Session to discuss economic development and potential land acquisition
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
C. Motion to come out of Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
D. Outcome of Executive Session
No action taken
XII. ADDED ITEMS
A. Motion to the following to the agenda:
1. Authorization for the purchase of speed detection devices and Authority for the County Administrator to receive quotes
2. Authorization, through Rankin First, for the acquisition of 15 acres along Old Whitfield Road in Rankin County and Authorize purchase with specific perimeters
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop

Attachment: Vardoc July 15, 2025 Minutes (Proof) (22115 : Various Documents)

B. Authorization for the purchase of two (2) speed detection devices, at an estimated cost of $7,000.00 each, and Authority for the County Administrator to go through the appropriate process for the purchase and to use appropriate funds to secure the purchase and make them available for use by the Road Department and the Sheriff's Department to stage at various locations throughout the county
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
C. Authorization for Rankin First to negotiate and acquire a Fifteen (15) acre parcel of property on Old Whitfield Road in the name of Rankin County, for the benefit of Rankin First. The funds for this purchase will be determined at a later date.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sid Scarbrough, President
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
XIII. Recess Until July 31, 2025 at 9:00 a.m.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Sid Scarbrough, President
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
This the 15th Day of July, 2025
*Sid Scarbrough*
SID SCARBROUGH, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS
*Mark S. Scarborough*
MARK S. SCARBOROUGH,
CLERK OF THE BOARD
(SEAL)
August 6, 2025
#1086

Attachment: Vardoc July 15, 2025 Minutes (Proof) (22115 : Various Documents)

# AFFIDAVIT

## PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 6TH DAY OF AUGUST, 2025, personally came Marcus Bowers, publisher of the Rankin County News, a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

MINUTES

JULY 31, 2025

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

Vol 178 No. 05 on the 6th day of August, 2025

**RANKIN COUNTY BOARD OF SUPERVISORS' MINUTES**
**JULY 31, 2025**

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 July 31, 2025 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.
Attendees:
Steve Gaines, Supervisor District 4, Present
Brad Calhoun, Supervisor District 3, Present
Sid Scarbrough, President, Present
Glynn McLeod, 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
A. Loren Muse, 2260 Almar Rd - formally introduced himself to the Board and shared intentions to run for Supervisor
VI. CRAIG SLAY, BOARD ATTORNEY
Public Hearings:
A. Public Hearing for Emma Boone Conditional Use Permit, 935 Highway 469 North (District 1)
1. Action on Emma Boone Conditional Use Permit - Motion to table conditional use permit request until August 15, 2025, at 9:00 a.m.
Board Attorney, Craig Slay, opened the public hearing. Mr. Slay presented documentation to become a permanent part of the minutes for this request. The applicant, Dr. Emma Boone, residing at 693 College St, and her attorney, John Hall, addressed the board regarding the conditional use permit request for a community mental health program, New Life Counseling, LLC. Lee Whitehead, residing at 333 Sundance Cir, a Trustee for New Hope Missionary Baptist Church, also spoke on behalf of the applicant. (Supplemental Documentation submitted)
The following spoke in opposition:
Jim Billingsley, residing at 622 Thomasville Rd, Deacon for New Hope Missionary Baptist Church (Petition in opposition submitted)
Dr. Robert Jones, residing at 201 Pullman Cv, member of New Hope Missionary Baptist Church
Attorney John Hall asked that the record reflect the petition in opposition was received undated.
Mr. Slay closed the public hearing, stating that no other documentation

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 6th day of August, 2025

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

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

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

Attachment: Vardoc July 31, 2025 Minutes (Proof) (22115 : Various Documents)

will be accepted to become a permanent part of the minutes for this request.
A motion was approved to table the conditional use request until August 15, 2025, at 9:00 a.m.
RESULT: TABLED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
Other:
B. Discussion of, and potential action regarding, request made by Riverchase Homeowners Association to the Board of Supervisors for permission to have Rankin County install appropriate traffic calming devices on the public streets of Riverchase Subdivision as a "preliminary test" that is limited in scope and duration as determined in the sole discretion of the Board of Supervisors
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
C. Discussion Regarding Reservoir Fire Department
Josh Swales, Reservoir Fire Chief, and representatives from the Reservoir Fire Board of Commissioners, Josh Martin, Michael Robbins, and Thomas Harrison, were present regarding the discussion.
RESULT: NO ACTION
D. Discuss Tax Exemption Policy
RESULT: NO ACTION
E. Discussion of and potential action authorizing letter to Senator Wicker, Senator Hyde-Smith and Congressman Guest opposing federal effort to raise truck weight and truck length on interstate system or US Highways. See attached letter
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
VII. KEITH HICKS, COUNTY ADMINISTRATOR
A. Authority to pay registration fees in the amount of $395.00 each for Sheriff Bryan Bailey, Undersheriff Barry Vaughn, and Jail Administrator Daniel Barnett to attend the 2025 Law Enforcement Risk Management Conference on August 12 - 13, 2025, in Flowood, MS and authority to issue check and pay any travel related expenses
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Steve Gaines, Supervisor District 4
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
B. Review of Agenda and Consent Agenda for August 4, 2025
VIII. EXECUTIVE SESSION
A. Motion to discuss the need to go into Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
B. Motion to to go into Executive Session to discuss personnel
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Bishop, Supervisor District 5
SECONDER: Glynn McLeod, Supervisor District 2
AYES: Gaines, Calhoun, Scarbrough, McLeod, Bishop
Supervisor Bishop left the board meeting at 12:28 p.m. Supervisor McLeod left the board meeting at 12:37 p.m.
E. Motion to come out of Executive Session
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Steve Gaines, Brad Calhoun, Sid Scarbrough
ABSENT: Glynn McLeod, Jay Bishop
F. Outcome of Executive Session
No action taken
IX. ADDITIONAL BUSINESS TO BE DISCUSSED
A. Motion to add "Authority for Board President to execute amended lease agreement for a cell tower located on Marquette Road, successor and interest to Alltel, the tenant" to the agenda
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Steve Gaines, Brad Calhoun, Sid Scarbrough
ABSENT: Glynn McLeod, Jay Bishop
B. Authority for Board President to execute amended land lease agreement for a cell tower located on Marquette Road, successor and interest to Alltel Corp. dba Verizon Wireless, the tenant
RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, Supervisor District 4
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Steve Gaines, Brad Calhoun, Sid Scarbrough
ABSENT: Glynn McLeod, Jay Bishop
X. Motion to Adjourn
RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Steve Gaines, Supervisor District 4
AYES: Steve Gaines, Brad Calhoun, Sid Scarbrough
ABSENT: Glynn McLeod, Jay Bishop
This the 31th Day of July, 2025
*Sid Scarbrough*
SID SCARBROUGH, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS
*Mark S. Scarborough*
MARK S. SCARBOROUGH, CLERK OF THE BOARD
(SEAL)
August 6, 2025
#1087

Attachment: Vardoc July 31, 2025 Minutes (Proof) (22115 : Various Documents)

# AFFIDAVIT

## PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 6TH DAY OF AUGUST, 2025, personally came Marcus Bowers, publisher of the Rankin County News, 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 amendatc thereto, and that a certain

NOTICE TO BIDDERS

GVWR KNUCKLE BOOM LOADER TRUCK

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

Vol 178 No. 04 on the 30th day of July, 2025

Vol 178 No. 05 on the 6th day of August, 2025

Marcus Bowers
MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 6th day of August, 2025

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)

| | |
|---|---|
| 347 words at .22 per word | $76.34 |
| Proof of Publication | NC |
| TOTAL | $76.34 |

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

**NOTICE TO BIDDERS**

Notice is hereby given that the Rankin County Board of Supervisors will receive bids for Bid Number 25-300-11, One or More New 33,000 Minimum GVWR Knuckle Boom Loader Truck in the following manner:

Unpriced bid proposals will be accepted until 9:00 a.m. on September 4, 2025 by electronic bid submission at www.centralbidding.com or in sealed envelopes labeled as Bid Number 25-300-11 delivered to the office of the Rankin County Board of Supervisors at 211 E. Government Street, Suite A, Brandon, MS 39042. Submissions will be evaluated and vendors submitting acceptable specifications will be invited to submit priced bids in an electronic reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please contact Central Bidding at (225) 810-4814.

Bidding will be held by electronic reverse auction on September 12, 2025, starting at 9:30 a.m. and ending at 10:00 a.m. at www.centralbidding.com. Bidders may participate online with Central Bidding. Alternatively, bidders may submit paper bids at the office of the Rankin County Board of Supervisors at the address listed above no later than thirty minutes prior to the beginning of the reverse auction. Bidders will be allowed access to computers and technical assistance in order to participate in the reverse auction.

The reverse auction will end at the exact time as stated above unless there is any bid sniping. If there is any bid sniping, there is a maximum of two (2) extended periods for bidding at five (5) minutes each, which will extend the reverse auction a maximum of ten (10) minutes.

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, hewitt.pittman@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com.

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

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated June 16, 2025.

Mark S. Scarborough,
Clerk of the Board
July 30, 2025, and August 6, 2025
#1051

Attachment: Vardoc Notice to Bidders for GVWR Knuckle Boom Loader Truck (Proof) (22115 : Various Documents)

# 2025 PROTEST REAL PROPERTY & PERSONAL

| PARCEL | NAME | COM. | RES. | LAND VALUE | IMP VALUE | TOTAL | REVISED LAND | REVISED IMP | TOTAL | AMOUNT OF ADJ | STATUS | REP |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| K16-42 | SUNSET MARINA AT 43 LLC | X | | $ 2,235,060 | $ 1,856,590 | $ 4,091,650 | | | $ - | | N/C | JEFFREY WEBB |
| K16-44-10 | TWK PROPERTIES LLC | X | | $ 899,510 | $ 321,590 | $ 1,221,100 | | | $ - | $ - | N/C | JEFFREY WEBB |
| 11890 | UNITED RENTALS NORTH AMERICA INC | PP | | | | $ 142,851 | | | $ - | $ - | | DELOITTE TAX LLP |
| 12231 | UNITED RENTALS NORTH AMERICA INC | PP | | | | $ 2,359,801 | | | $ - | $ - | | DELOITTE TAX LLP |
| D7I-3-30 | ACE-AHMS LLC | X | | $ 339,770 | $ 446,150 | $ 785,920 | $ 339,770 | $ 427,190 | $ 766,960 | $ 18,960 | ACC. | PIVOTAL TAX SOLUTIONS REP CHRISTOPHER GLIDEWELL |
| G9B-1-60 | MONOMOY PROPERTIES MS 3 SPV LLC | X | | $ 300,560 | $ 711,830 | $ 1,012,390 | $ 300,560 | $ 695,670 | $ 995,230 | $ 17,160 | ACC. | PIVOTAL TAX SOLUTIONS REP CHRISTOPHER GLIDEWELL |
| D6N-29-10 | CALVERT COMPANY | X | | $ 37,240 | | $ 37,240 | | | $ - | $ - | ACC. | PIVOTAL TAX SOLUTIONS REP CHRISTOPHER GLIDEWELL |
| D6N-30 | AZTEC ACQUISITION CO | X | | $ 111,080 | $ 1,843,250 | $ 1,954,330 | | | $ - | $ - | ACC. | PIVOTAL TAX SOLUTIONS REP CHRISTOPHER GLIDEWELL |
| D7C-1 | FRENCH PROPERTIES LLC | X | | $ 479,160 | $ 504,420 | $ 983,580 | | | $ - | $ - | | O'CONNER & ACCOC. REP. RANDY YORK |
| E8B-7-11 | AKSHARPURUSHOTTAM LLC | | | $ 326,700 | $ 3,442,940 | $ 3,769,640 | | | $ - | $ - | N/C | O'CONNER & ACCOC. REP. RANDY YORK |
| E8E-12 | PEARL DAYS ENTERPRISES INC | X | | $ 399,880 | $ 2,651,080 | $ 3,050,960 | | | | $ - | | O'CONNER & ACCOC. REP. RANDY YORK |
| E8M-7-30 | PARSHOTAM CORPORATION | X | | $ 1,115,140 | $ 2,228,290 | $ 3,343,430 | | | $ - | $ - | N/C | O'CONNER & ACCOC. REP. RANDY YORK |
| F10P-4-40 | PINGREE 2000 REAL ESTATE HOLDING | X | | $ 427,930 | $ 324,920 | $ 752,850 | $ 407,560 | $ 319,180 | $ 726,740 | $ 26,110 | | O'CONNER & ACCOC. REP. RANDY YORK |
| G11-8 | PRAMUKH FLOWOOD LLC | X | | $ 996,650 | $ 8,044,830 | $ 9,041,480 | | | $ - | $ - | N/C | O'CONNER & ACCOC. REP. RANDY YORK |
| H9C-2-10 | PINGREE 2000 REAL ESTATE HOLDING | X | | $ 209,090 | $ 345,730 | $ 554,820 | $ 209,090 | $ 312,020 | $ 521,110 | $ 33,710 | | O'CONNER & ACCOC. REP. RANDY YORK |
| J13-15-80 | AKSHARNATH LLC | X | | $ 588,060 | $ 1,126,980 | $ 1,715,040 | | | $ - | $ - | N/C | O'CONNER & ACCOC. REP. RANDY YORK |
| 966 | MERIT HEALTH RIVER OAKS | PP | | | | $ 5,233,214 | | | $ - | $ - | | |
| 3302 | MERIT HEALTH WOMANS HOSPITAL | PP | | | | $ 1,201,009 | | | $ - | $ - | | |
| 3772 | MERIT HEALTH RANKIN | PP | | | | $ 1,353,450 | | | $ - | $ - | | |
| 13464 | PARTY SAFARI | PP | | | | $ 337,882 | | | $ - | $ - | | |
| | | | | | | $ - | | | $ - | $ - | | |
| | | | | | | $ - | | | $ - | $ - | | |
| | | | | | | $ - | | | $ - | $ - | | |

Attachment: 2025 Protest of Real & Personal Property Tax Assessments Summary Sheet (22176 : Public

Print Search Again

| PPIN | Parcel Number | Section | Township | Range |
|---|---|---|---|---|
| 042833 | K16 000042 00000 | 30 | 08 | 04 |

| Google Map | GIS Map | Deed Preview | Building Sketch |
|---|---|---|---|
| External Link | Rankin County GIS Map Viewer | Rankin County Deed Viewer | 01 |

| Assessed Owner |
|---|
| SUNSET MARINA AT 43 LLC |
| P O BOX 452<br>CARTHAGE MS39051 |
| **Location** |
| 4269 HWY 43 N |
| **Legal Description** |
| 12.46AC IN N2 SW4 & S2 NW4 & 2.2 AC<br><br>DB 234 PG 31 0091267<br>DB 224 PG 182 0081766 |

| Appraised Values | |
|---|---|
| Land Value | 2,235,060.00 |
| Improvement Value | 1,856,590.00 |
| Total | 4,091,650.00 |
| **Assessed Values** | |
| Land Value | 268,077.00 |
| Improvement Value | 345,671.00 |
| Total | 613,748.00 |
| **Building Info.** | |
| Year Built | 1966 |
| Base Area | 4000 |
| Adjusted Area | 4365 |
| Structure Code | 030 |
| **Deed Info** | |
| Book | 2021 |
| Page | 30685 |
| Date | 11/24/2021 |
| **Miscellaneous** | |
| Homestead Code | |

| TAXES | Due | Paid |
|---|---|---|
| County | 28,797.06 | 14,398.54 |
| City | 0.00 | 0.00 |
| School | 34,234.86 | 17,117.42 |
| Total | 63,031.92 | 31,515.96 |
| Paid By | SUNSET MARINA AT 43 LLC | |
| Paid - Receipt # | N | |
| Date Paid | 1/28/2025 | |
| # of Payments | 1 | |
| Penalty Paid | 0 | |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

Print Search Again

| PPIN | Parcel Number | Section | Township | Range |
|---|---|---|---|---|
| 079181 | K16 000044 00010 | 30 | 08 | 04 |

| Google Map | GIS Map | Deed Preview | Building Sketch |
|---|---|---|---|
| External Link | Rankin County GIS Map Viewer | Rankin County Deed Viewer | 01-1 |

| Assessed Owner |
|---|
| TWK PROPERTIES LLC |
| P O BOX 452<br>CARTHAGE MS39051 |
| **Location** |
| 4269 HWY 43 N |
| **Legal Description** |
| 5.899 AC IN W2 SEC 30 |

| TAXES | Due | Paid |
|---|---|---|
| County | 8,594.15 | 4,297.08 |
| City | 0.00 | 0.00 |
| School | 10,217.00 | 5,108.49 |
| Total | 18,811.15 | 9,405.57 |
| Paid By | SUNSET MARINA AT 43 LLC | |
| Paid - Receipt # | N | |
| Date Paid | 1/27/2025 | |
| # of Payments | 1 | |
| Penalty Paid | 0 | |

| Appraised Values | |
|---|---|
| Land Value | 899,510.00 |
| Improvement Value | 321,590.00 |
| Total | 1,221,100.00 |
| **Assessed Values** | |
| Land Value | 48,239.00 |
| Improvement Value | 134,927.00 |
| Total | 183,166.00 |
| **Building Info.** | |
| Year Built | 2016 |
| Base Area | 29 |
| Adjusted Area | 29 |
| Structure Code | 093 |
| **Deed Info** | |
| Book | 2015 |
| Page | 13600 |
| Date | 7/8/2015 |
| **Miscellaneous** | |
| Homestead Code | |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

1. ***Allen's Creek RV Park – Rankin County*** PPIN: 42820

   * 77 acres
   * 98 RV pads
   * 18 cabins

| | ***Allen's Creek*** | ***Sunset Marina*** | ***% Higher*** |
|---|---|---|---|
| *Land Value*: | $ 358,000.00 | $3,134,570.00 | |
| *Per acre* | **$ 4,611.62 /acre** | **$154,793.00 /acre** | **3,257%** |
| *Improvements*: | $ 791,630.00 | $1,900,550.00 | |
| *Total*: | $1,149,630.00 | $5,312,570.00 | |

2. ***Jellystone (Yogi Bear) - Rankin County***. PPIN: 46191

   * 52.7 acres
   * 121 RV pads
   * 45 cabins
   * Numerous Amenities

| | **Jellystone** | ***Sunset Marina*** | ***% Higher*** |
|---|---|---|---|
| *Land Value*: | $ 318,700.00 | $3,134,570.00 | |
| *Per acre* | **$ 6,047.00** /acre | **$154,793.00 /acre** | **2,459 %** |
| *Improvements*: | $3,374,260.00 | $1,900,550.00 | |
| *Total*: | $3,692,960.00 | $5,312,570.00 | |

3. ***Movie Town RV Park and Mini-Storage Units*** – Madison County. Parcel No. 092E-22-004/00.00

   * 136 acres
   * 129 RV pads
   * 5 mini storage buildings

| | **Movietown** | ***Sunset Marina*** | ***% Higher*** |
|---|---|---|---|
| *Land Value*: | $ 282,460.00 | $3,134,570.00 | |
| *Per acre* | **$ 2,076.00** /acre | **$154,793.00 /acre** | **7,356%** |
| *Improvements*: | $1,697,770.00 | $1,900,550.00 | |
| *Total*: | $1,980,230.00 | $5,312,570.00 | |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

4. ***Back Bay Resort, LLC – Jackson County.*** Parcel No. 03614260.015

* 53.06 acres (2 tracts)
* 214 RV pads

| | **Back Bay** | ***Sunset Marina*** | ***% Higher*** |
|---|---|---|---|
| *Land Value*: | $ 538,320.00 | 3,134,570.00 | |
| *Per acre* | **$ 10,145.49** /acre | **$154,793.00 /acre** | **1,425 %** |
| *Improvements*: | $1,005,200.00 | $1,900,550.00 | |
| *Total*: | $1,543,200.00 | $5,312,570.00 | |

5. ***Paradise Ranch RV Park – Walthall County*** PPIN 14540

* 87.8 acres
* 212 RV pads
* 23 Cabins

| | **Paradise Ranch** | ***Sunset Marina*** | ***% Higher*** |
|---|---|---|---|
| *Land Value*: | $ 34,960.00 | $3,134,570.00 | |
| *Per acre* | **$ 391.17**/acre | **$154,793.00 /acre** | **39,489 %** |
| *Improvements*: | $1,233,330.00 | $1,900,550.00 | |
| *Total*: | $1,268,290.00 | $5,312,570.00 | |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

PARADISE RANCH
RV RESORT
ONE OF CAMPSPOT'S TOP 10 RV RESORTS IN THE USA!
STAY WITH US →

NEW SOUTH
Building & Design

# QUOTE

New South Building & Design, Inc.
135 Arrowhead Trail
Brandon, MS 39047
601-573-6354

DATE: JULY 31, 2025
PROPOSAL

**EXPIRATION DATE**
AUGUST 30, 2025

TO Sunset Marina
4269 Mississippi 43
Brandon, MS 39047

| SALESPERSON | JOB | PAYMENT TERMS | DUE DATE |
|---|---|---|---|
| Brad Galey | Sunset Marina | TBD | |

| QTY/NO. | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|---|---|---|---|
| | **Proposal to raise property to above flood 2'. Stripping 6" of material and stockpiling it with site adjustment (from 299 to 298.5). For the first section covering 12.89 acres, the estimated volume is 10,397.93 CY. The second section covering 20.559 acres at 4.5 feet, the estimated volume is 149,258.34 CY. Ladner testing is also included.** | | |
| | Subtotal | | $3,205,016.87 |
| | Tax | | $121,149.64 |
| | | | |
| | | | |
| | | **TOTAL** | **$3,326,166.51** |

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:

Quotation is estimate only.

To accept this quotation, sign here and return: _____

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

## GIS MAP

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# RESTRICTED APPRAISAL REPORT OF THE SUBJECT PROPERTY DESCRIBED AS GOSHEN SOUTH LANDING LAND BRANDON, RANKIN COUNTY, MISSISSIPPI 39047

**AS OF:**
DECEMBER 27, 2024

**PREPARED FOR:**
PEARL RIVER VALLEY WATER SUPPLY DISTRICT
ATTN: MS. TAMMIE BALLARD, CFM
DEPUTY DIRECTOR
100 RESERVOIR PARK ROAD
BRANDON, MS 39047

**PREPARED BY:**
R. RYAN NUNLEY, MAI
DBA: THE COLLECTIVE, INC.
CERTIFIED GENERAL REAL ESTATE APPRAISER / MS CERT. GA-1140
222 BAY PARK DRIVE
BRANDON, MISSISSIPPI 39047

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

**R. RYAN NUNLEY, MAI**
**DBA: THE COLLECTIVE, INC.**
***Real Estate Appraiser & Consultant***
***Phone: (601) 259-3340 Email: nunley11@yahoo.com***

January 16, 2025

Pearl River Valley Water Supply District
Attn: Ms. Tammie Ballard, CFM
Deputy Director
100 Reservoir Park Rd
Brandon, MS 39047

RE: Restricted Appraisal Report – Approximately 8.70-acres near the Goshen South Landing along Highway 43, Brandon, Rankin County, Mississippi

Dear Ms. Ballard:

In accordance with your request, the subject property listed above has been inspected and the appraiser has reviewed appropriate data necessary for completing a Restricted Appraisal Report. The purpose of the report was to estimate the "market value" for the above referenced area to the client's need. This particular appraisal assignment is considered a "RESTRICTED APPRAISAL REPORT" for the above indicated party. The appraiser is of the opinion this appraisal has been completed in regards to the requirements of the Mississippi Real Estate Appraiser Licensing and Certification Act and also the Appraisal Institute which outlines the necessary process for completing restricted appraisals.

All data necessary to complete the appraisal process (in regard to the Restricted Appraisal Report Assignment) comply with Standards Rule 2-2(b) of the Uniform Standards of Professional Practice and has been retained in the work files. This restricted appraisal report may not be properly understood without additional information contained in the appraisers' work file. Some supporting market data is included in this report. Reliance on this report is limited to the client (Pearl River Valley Water Supply District), only.

After consideration of the factors that tend to influence value, my opinion of the market value of the fee simple interest of the previously referenced property, "as is" on the effective date, December 27, 2024, is:

| Market Value Opinion |
| --- |
| **$124,000** |
| *$14,253 per acre* |

Respectfully submitted,

R. Ryan Nunley, MAI
MS State Cert. #GA-1140



Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# SUNSET MARINA & GRIIL

8/15/2025, 6:54:24 AM

Parcels Local Streets Secondary State Highway

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Maxar

Rankin County

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented

| PARCEL IDENTIFICATION NUMBER | |
|---|---|
| K16 000042 00000 | |
| PREVIOUS TAX NO. 212 | STR 30-08 -04 |

# PROPERTY RECORD CARD

Date Printed 08/14/2025

2026 Rankin Cnty Future Tax Da

Card 001 of 002

PPIN 42833 Sketch 01

**OWNER NAME AND MAILING ADDRESS**

SUNSET MARINA AT 43 LLC
P O BOX 452

CARTHAGE MS 39051

**PROPERTY ADDRESS**

4269 HWY 43 N

**SALES INFORMATION**

| Date Acquired | Consideration | Book | Page |
|---|---|---|---|
| / / | | | |

**CARD APPRAISAL SUMMARY**

| LAND | BUILDING | TOTAL |
|---|---|---|
| 2,235,060 | 1,856,590 | 4,091,650 |
| Market | | |

| LOT SIZE | ACREAGE USE |
|---|---|
| | 14.66 5560 |
| | 5560 |

**LEGAL DESCRIPTION**

12.46AC IN N2 SW4 & S2 NW4 & 2.2 AC

| | | | |
|---|---|---|---|
| DB | 234 | PG 31 | 0091267 |
| DB | 224 | PG 182 | 0081766 |
| DB | 528 | PG 0432 | 0040787 |
| DB | 548 | PG 0118 | 0021288 |
| DB | 559 | PG 0129 | 0080388 |
| DEED- | 2021 | 30685 | 11/24/2021 |
| DEED- | 2021 | 25620 | 09/30/2021 |
| DEED- | 2014 | 16102 | 08/19/2014 |
| DEED- | 2013 | 3455 | 02/25/2013 |
| DEED- | 2013 | 3449 | 02/25/2013 |

Market

Exempt Code:

SOFT X

**LAND INFORMATION**

| ROADS | UTILITIES | | ZONE | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Quantity | Type | Desc. | Size | Unit Price | Depth Factor | Corner Factor | Price Per Front Foot | Appraised Value |
| | SQFT | | | 638589.60X | 3.50 | | | 3.50 | 2235060 |
| O | 14.66 | 2 | | A | | | | | |

**BUILDING INFORMATION**

| Bldg No | Type Structure | Number Of Rooms Apartments | Foundation Scale | Class | UNITS Class | UNITS Const | UNITS Total | AREA Base | AREA Adjusted | Adjusted Rate | Cost Per Square Ft | Replacement Cost | Cond % | Year Built | Appraised Value | SL | TC | Ol | a |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | REST | | SLAB | L/D+ | 5 | 99 | 104 | 21500 | 22132 | 27.48 | 31.60 | 823909 | 80 | 1966 | 659130 | 75 | 2 | | |
| 2 | WDK | | | L/A | | | | 1252 | 1252 | 17.01 | 19.56 | 26214 | 90 | 2022 | 23590 | 95 | 2 | | |
| 3 | OHM | | | /A | | | | 408 | 408 | 19.38 | 22.29 | 9094 | 80 | 1966 | 7280 | 75 | 2 | | |
| 4 | B23 | | | B23 | | | | 9718 | 9718 | 5.05 | 5.81 | 56462 | 25 | 1966 | 14120 | 75 | 2 | | |
| 5 | B23 | | | B23 | | | | 9718 | 9718 | 5.05 | 5.81 | 56462 | 25 | 1966 | 14120 | 75 | 2 | | |
| 6 | COMM | | SLAB | H/D+ | 5 | 96 | 101 | 1350 | 1350 | 47.79 | 54.96 | 110110 | 90 | 2022 | 99100 | 95 | 2 | | |
| 7 | FENC | | | /A | | | | 530 | 530 | 21.67 | 24.92 | 13208 | 50 | 1966 | 6600 | 75 | 2 | | |
| 8 | WDK | | | /G | | | | 4000 | 4000 | 18.86 | 21.69 | 86760 | 80 | 2014 | 69410 | 85 | 1 | | |
| 9 | B24 | | | B24 | | | | 3200 | 3200 | 6.68 | 7.68 | 24576 | 80 | 2014 | 19660 | 85 | 2 | | |
| 10 | CHSW | | | /L | | | | 136 | 136 | 279.00 | 620.85 | 356436 | 60 | 2014 | 213860 | 80 | 2 | | |

**CONSTRUCTION INFORMATION**

**EXTERIOR WALLS**

| Bldg | Description | Units |
|---|---|---|
| 1 | CORR METAL | 16 |
| 6 | WOOD & SHEETING | 33 |

**ROOF TYPE**

| Bldg | Description | Units |
|---|---|---|
| | GABLE | 8 |
| | GABLE | 8 |

**ROOF MATERIAL**

| Bldg | Description | Units |
|---|---|---|
| | ENAM METAL | 8 |
| | SHT MTL STDG SEA | 9 |

**FLOORS**

| Bldg | Description | Units |
|---|---|---|
| | CONC ON GRADE | 6 |
| | STAINED CONCRET | 11 |

**INTERIOR WALLS**

| Bldg | Description | Units |
|---|---|---|
| 1 | UNF /WD PAN | 8 |
| 6 | WOOD PANEL | 17 |

**INTERIOR CEILING**

| Bldg | Description | Units |
|---|---|---|
| | UNFINISHED | |
| | PAINTED | 2 |

**PLUMBING**

| Bldg | Description | Units |
|---|---|---|
| | GOOD | 11 |
| | GOOD | 11 |

**ELECTRICITY**

| Description | Units |
|---|---|
| AVERAGE | 3 |
| MAXIMUM | 5 |

**ADJUSTMENTS**

| Bldg | Description | Units |
|---|---|---|
| | ADJUSTMENTS | 39 |

**EXTRA FEATURES**

| Bldg | Description | Units |
|---|---|---|
| 1 | 12/Comm. Fi | 11952 |
| 1 | SUSPNDED *C | 30224 |
| 1 | H CLASS BUI | 44618 |
| 1 | BLANK INSUL | 21500 |
| 1 | BLD TOTAL | 124538 |
| 2 | BLANK INSUL | 1500 |
| 2 | BLD TOTAL | 1725 |
| 6 | 21/Comm. Fi | 20916 |
| 6 | H CLASS BUI | 10314 |
| 6 | BLD TOTAL | 35914 |
| | TOTAL | 162177 |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented

# PROPERTY RECORD CARD

Date Printed 08/14/2025

| PARCEL IDENTIFICATION NUMBER | |
|---|---|
| K16 000042 00000 | |
| PREVIOUS TAX NO. 212 | STR 30-08 -04 |

| PROPERTY ADDRESS |
|---|
| 4269 HWY 43 N |

| SALES INFORMATION | | | |
|---|---|---|---|
| Date Acquired | Consideration | Book | Page |
| / / | | | |

2026 Rankin Cnty Future Tax Da

Card 002 of 002

PPIN 42833 Sketch 02

CARD APPRAISAL SUMMARY

| LAND | BUILDING | TOTAL |
|---|---|---|
| 2,235,060 Market | 1,856,590 | 4,091,650 |

| LOT SIZE | ACREAGE | USE |
|---|---|---|
| | | 5560 |

OWNER NAME AND MAILING ADDRESS

SUNSET MARINA AT 43 LLC
P O BOX 452

CARTHAGE MS 39051

LEGAL DESCRIPTION

12.46AC IN N2 SW4 & S2 NW4 & 2.2 AC

| | | | |
|---|---|---|---|
| DB | 234 | PG 31 | 0091267 |
| DB | 224 | PG 182 | 0081766 |
| DB | 528 | PG 0432 | 0040787 |
| DB | 548 | PG 0118 | 0021288 |
| DB | 559 | PG 0129 | 0080388 |
| DEED- | 2021 | 30685 | 11/24/2021 |
| DEED- | 2021 | 25620 | 09/30/2021 |
| DEED- | 2014 | 16102 | 08/19/2014 |
| DEED- | 2013 | 3455 | 02/25/2013 |
| DEED- | 2013 | 3449 | 02/25/2013 |

SOFT X

LAND INFORMATION

| ROADS | UTILITIES | | ZONE | | | | | |
|---|---|---|---|---|---|---|---|---|
| Quantity | Type | Desc. | Size | Unit Price | Depth Factor | Corner Factor | Price Per Front Foot | Appraised Value |
| | | | | | | | | |

BUILDING INFORMATION

Exempt Code:

| Bldg No | Type Structure | Number Of Rooms | Apartments | Foundation | Scale | Class | UNITS Class | Const | Total | AREA Base | Adjusted | Adjusted Rate | Cost Per Square Ft | Replacement Cost | Cond % | Year Built | Appraised Value | SL | TC | O1c |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11 | ASPH | | | | | /A | | | | 10800 | 10800 | 3.08 | 3.54 | 38232 | 55 | 1990 | 21030 | 75 | 2 | |
| 12 | CONC | | | | | /A | | | | 90000 | 90000 | 6.82 | 7.84 | 705600 | 55 | 1990 | 388080 | 75 | 2 | |
| 13 | B24 | | | | | B24 | | | | 391 | 391 | 6.68 | 7.68 | 3003 | 90 | 2019 | 2700 | 90 | 2 | |
| 14 | POOL | | | | | /A | | | | 760 | 760 | 84.35 | 97.00 | 73720 | 90 | 2019 | 66350 | 90 | 2 | |
| 15 | APRN | | | | | /A | | | | 1720 | 1720 | 5.88 | 6.76 | 11627 | 90 | 2019 | 10460 | 90 | 2 | |
| 16 | FENI | | | | | /A | | | | 204 | 204 | 13.30 | 15.30 | 3121 | 90 | 2019 | 2810 | 90 | 2 | |
| 17 | WDK | | | | | /G | | | | 1342 | 1342 | 18.86 | 21.69 | 29108 | 95 | 2022 | 27650 | 95 | 2 | |
| 18 | CONC | | | | | /A | | | | 1500 | 1500 | 6.82 | 7.84 | 11760 | 95 | 2023 | 11170 | 95 | 2 | |
| 19 | BOHS | | | | | /A | | | | 8635 | 8635 | 9.15 | 10.52 | 90840 | 95 | 2023 | 86300 | 95 | 2 | |
| 20 | POOL | | | | | /A | | | | 1056 | 1056 | 84.35 | 97.00 | 102432 | 95 | 2023 | 97310 | 95 | 2 | |
| 21 | APRN | | | | | /A | | | | 924 | 924 | 5.88 | 6.76 | 6246 | 95 | 2023 | 5930 | 95 | 2 | |
| 22 | FENI | | | | | /A | | | | 196 | 196 | 13.30 | 15.30 | 2999 | 95 | 2023 | 2850 | 95 | 2 | |
| 23 | GAZB | | | | | /L | | | | 256 | 256 | 9.68 | 11.13 | 2849 | 95 | 2023 | 2710 | 95 | 2 | |
| 24 | GAZB | | | | | /L | | | | 100 | 100 | 9.68 | 11.13 | 1113 | 95 | 2023 | 1060 | 95 | 2 | |
| 25 | WDK | | | | | /A | | | | 178 | 178 | 17.01 | 19.56 | 3482 | 95 | 2023 | 3310 | 95 | 2 | |

CONSTRUCTION INFORMATION

| Bldg | EXTERIOR WALLS Description | Units | Bldg | ROOF TYPE Description | Units | Bldg | ROOF MATERIAL Description | Units | Bldg | FLOORS Description | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

EXTRA FEATURES

| Bldg | Description | Units |
|---|---|---|
| | | |

| Bldg | INTERIOR WALLS Description | Units | Bldg | INTERIOR CEILING Description | Units | Bldg | PLUMBING Units | ELECTRICITY Units | Bldg | ADJUSTMENTS Description | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

TOTAL 162177

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented

# SKETCH/AREA TABLE ADDENDUM

DATE 6/21/2024 PPIN 42833

SUBJECT

PARCEL K16-42

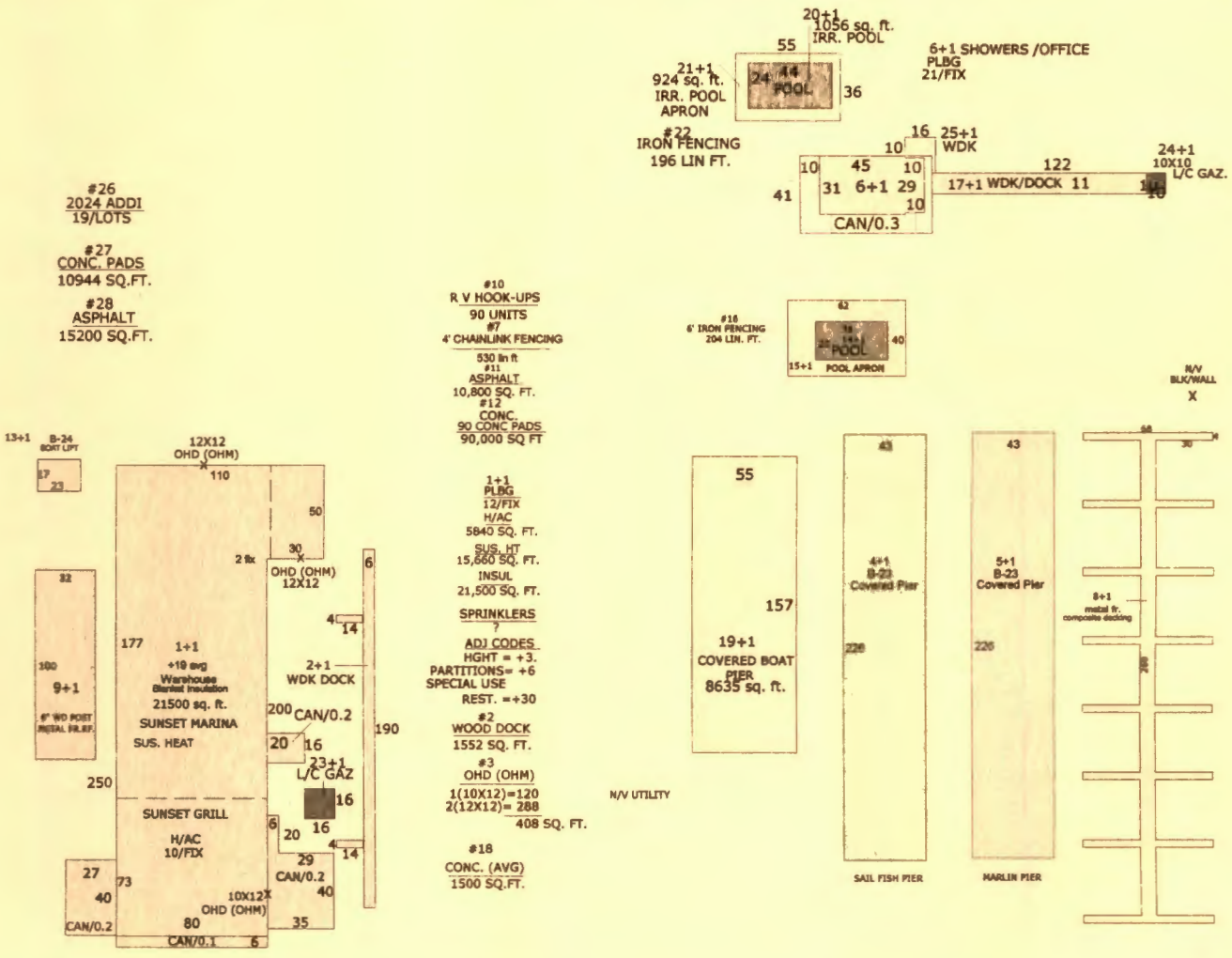
CITY RESERVIOR STATUS UPDATE YEAR 1966 APPR MW

OWNER SUNSET MARINA AT 43 LLC

CLIENT SUNSET MARINA AND SUNSET GRILL ADDRESS 4269 Highway 43 North

APPRAISER NAME MW INSPECTION DATE SUNSET MARINA @43 RV PARK 90 LOTS

IMPROVEMENTS SKETCH




AREA CALCULATIONS

## AREA CALCULATIONS SUMMARY

| Code | Description | Factor | Net Size | Perimeter | Net Totals |
|---|---|---|---|---|---|
| 01100 | 1+1 | 1.00 | 21500 | 720 | 21500 |
| 01100 | CN CAN/0.1 | 0.10 | 48 | 172 | 48 |
| 01100 | CN CAN/0.2 | 0.20 | 216 | 134 | |
| | CAN/0.2 | 0.20 | 304 | 190 | |
| | CAN/0.2 | 0.20 | 64 | 72 | 584 |
| 02100 | Base 1+1 | 1.00 | 1140 | 392 | |
| | 2+1 | 1.00 | 56 | 36 | |
| | 2+1 | 1.00 | 56 | 36 | 1252 |
| 04100 | 4+1 | 1.00 | 9718 | 538 | 9718 |
| 05100 | 5+1 | 1.00 | 9718 | 538 | 9718 |
| 06100 | 6+1 | 1.00 | 1685 | 172 | 1685 |
| 06100 | CN CAN/0.3 | 0.30 | 343 | 302 | 343 |
| 08100 | 8+1 | 1.00 | 4000 | 1496 | 4000 |
| 09100 | 9+1 | 1.00 | 3200 | 264 | 3200 |
| 13100 | Base 8+1 | 1.00 | 391 | 80 | 391 |
| 14100 | Base 4+1 | 1.00 | 760 | 116 | 760 |
| 15100 | Base 5+1 | 1.00 | 1720 | 204 | 1720 |
| 17100 | 17+1 | 1.00 | 1342 | 266 | 1342 |
| 19100 | 19+1 | 1.00 | 8635 | 424 | 8635 |
| 20100 | 20+1 | 1.00 | 1056 | 136 | 1056 |
| 21100 | 21+1 | 1.00 | 924 | 182 | 924 |
| 23100 | 23+1 | 1.00 | 256 | 64 | |
| Net BUILDING Area | | (rounded w/ factors) | | | 22132 |

| Comment Table 1 | |
|---|---|
| | |
| **Comment Table 2** | **Comment Table 3** |
| | |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents submitted

Book:3023 Page:33763-33771
DEED of TRUST
RCD: 5/10/2023 @ 11:39:39 AM
Rankin County, MS
Larry Swales, Chancery Clerk

K16-42 2 1

THIS INSTRUMENT PREPARED BY:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian MS 39305
(601)693-1331

AFTER RECORDING RETURN TO:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian MS 39305

(Space Above This Line For Recording Data)

LOAN NUMBER: 601079301

**INDEXING INSTRUCTIONS: NW 1/4 of the SW 1/4 and N 1/2 of SW 1/4 and S 1/2 of NW 1/4, all in Section 30, T8N, R4E, Rankin County, MS**

# COMMERCIAL DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on May 4, 2023 by the grantor(s) SUNSET MARINA AT 43 LLC, a Mississippi Limited Liability Company, whose address and phone number is PO BOX 452, CARTHAGE, Mississippi 39051-0452, (601)562-9992 ("Grantor"). The trustee is Don O. Rogers, whose address and phone number is 512 22nd Avenue, Meridian, MS 39301, (601)693-2411 ("Trustee"). The beneficiary is The Citizens National Bank of Meridian whose address and phone number is Carthage Main Office, 305 South Van Buren, Carthage, Mississippi 39051, (601)267-8005 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust for the benefit of Lender as beneficiary, with power of sale, the following described property located in the County of Rankin, State of Mississippi:

Address: 4269 Hwy 43 North and 204 Safe Harbor Circle (2.2 +/- acres - bath house/laundry), Brandon, Mississippi 39047-0000
Legal Description: Leasehold interest in and to: See Attached Exhibit "A"

Together with all easements, appurtenances abutting streets and alleys; improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

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**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with the Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the amounts as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from TWK PROPERTIES LLC ("Borrower") to The Citizens National Bank of Meridian, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

**Promissory Note.** The principal amount of $250,000.00 evidenced by the promissory note dated May 4, 2023 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

**Protective Advances.** All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Grantor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Grantor or Borrower.

**Future Advances.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on May 4, 2026.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or

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improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. If requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days' notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present

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or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

(a) Failure to make required payments when due under Indebtedness;
(b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
(c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
(d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
(e) Any assignment by Grantor for the benefit of Grantor's creditors;
(f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
(g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified by date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lenders possession until the Indebtedness is paid in full.

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IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHTS TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

With respect to all or any part of the Real Property, the Trustee shall, at the request of the Lender, sell the Real Property after giving notice of the time, place and terms of sale as mandated by section 89-1-55 of the Mississippi Code of 1972, as amended and any successor provisions, and execute a date to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustees fee and the attorneys fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to agents or assigns of Grantors representatives.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys fees rendering any surplus to the party or parties entitled to it. The recitals in the Trustees deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

**NOTICES.** Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing.

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Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

**GENERAL WAIVERS.** Grantor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any other collateral; (f) failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Grantor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Grantor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Grantor, and Lender, to limit Grantor's liability to Lender, including all defenses of suretyship.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument is governed by the laws of the State of Mississippi except to the extent that federal law controls.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

SUNSET MARINA AT 43 LLC

5/4/23

By: JEFFREY T WEBB Date
Its: Member

---

**BUSINESS ACKNOWLEDGMENT**

STATE OF MISSISSIPPI )
)
COUNTY OF Attala )

Personally appeared before me, the undersigned authority in and for the said county and state, on this May 4 2023, within my jurisdiction, the within named

JEFFREY T WEBB, who acknowledged to me that (he)(she) is the Member of SUNSET MARINA AT 43 LLC, a Mississippi Limited Liability Company, and that in said representative capacity, (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:
9/15/2024

Identification Number

(Affix official seal if applicable)

STATE OF MISSISSIPPI
DAWN M MCCOWN
ID NO. 60614
Commission Expires
09/15/2024
NOTARY PUBLIC
ATTALA COUNTY

---

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Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

EXHIBIT "A"
Legal Description

The unexpired portion of that certain Lease executed by Pearl River Valley Water Supply, as originally issued on April 6, 1987 and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Book 548, at Page 118, as may have been modified or amended, according to the terms thereof insofar as the same covers and pertain to the following described property to-wit:

A 13.99 acre parcel being situated in the N 1/2 of SW 1/4 and S 1/2 of NW 1/4 of Section 30, T8N-R4E, Rankin County, MS, and being more particularly described as follows:

Commencing at the NE corner of SE 1/4 of SW 1/4 of said Section 30, run thence S 00°46' E - 111.7 ft.; thence N 31°04' W - 1000.38 ft.; thence N 32°56' W - 550.0 ft.; thence N 57°30' W - 192.05 ft. to the POINT OF BEGINNING; run thence S 44°11' W - 535.02 ft.; thence N 81°49' W - 912.56 ft.; thence S 04°51' E - 30.08 ft.; thence S 85°09' W - 79.00 ft.; thence N 76°07' W - 123.44 ft.; thence S 87°23' 10" W - 313.86 ft.; thence N 24°18' E - 90.62 ft.; thence N 03°27' E - 143.85 ft.; thence N 69°15' E - 322.12 ft.; thence N 76°58' E - 78.55 ft.; thence N 85°09' E - 50.00 ft.; thence N 08°12' 19" E - 96.05 ft.; thence S 74°21' E - 198.90 ft.; thence S 52°13' E - 785.90 ft.; thence N 04°21' E - 368.20 ft. to a point on the southerly right of way of HWY. 43; thence S 51°04' 28" E - 210.85 ft. along said right of way; thence S 46°20' E - 287.20 ft. along said right of way to the POINT OF BEGINNING.

LESS AND EXCEPT a 1.63 acre parcel being a 190.0 ft. wide Southern Natural Gas right of way being more particularly described as follows:

Commencing at the NE corner of SE 1/4 of SW 1/4 of said Section 30, run thence S 00°46' E - 111.7 ft.; thence N 31°04' W - 1000.38 ft.; thence N 32°56' W - 550.0 ft.; thence N 57°30' W - 192.05 ft.; thence S 44°11' W - 535.02 ft.; thence N 81°49' W - 912.56 ft. to the POINT OF BEGINNING; run thence S 04°51' E - 30.08 ft.; thence S 85°09' W - 79.00 ft.; thence N 76°07' W - 123.44 ft.; thence N 04°51' W - 304.52 ft.; thence N 69°15' E - 83.70 ft.; thence N 76°58' E - 78.55 ft.; thence N 85°09' E - 50.00 ft.; thence S 04°51' E - 342.87 ft. to the POINT OF BEGINNING.

END OF EXHIBIT

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

EXHIBIT "A"
Legal Description

The unexpired portion of that certain Lease executed by Pearl River Valley Water Supply, as originally issued on September 20, 2021 and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Book 2021, Page 25620, as may have been modified or amended, according to the terms thereof insofar as the same covers and pertain to the following described property to-wit:

A parcel of land located in the NW ¼ of the SW ¼ of Section 30, T8N, R4E, Rankin County, Mississippi and being more particularly described as follows:

Commencing at the NW corner of the NW ¼ of the SW ¼ of Section 30, T8N, R4E, Rankin County, Mississippi and run S67°19'25"E for a distance of 1442.08 plus or minus feet to the Point of Beginning and said Point of Beginning being the NE corner of said described property In Deed Book 2015 Page 13600 dated July 8, 2015. Thence leaving said NE corner of said described property in Deed Book 2015 Page 13600, run thence S32°13'37"E for a distance of 21.44 feet, run thence S06°08'39"E for a distance of 42.72, run thence S04°34'26"W for a distance of 101.17 feet, run thence S13°04'06"W for a distance of 41.30 feet to the SE corner of said described property in Deed Book 2015, Page 13600 dated July 8, 2015, thence leaving SW corner of said described property in Deed Book 2015, Page 13600 dated July 8, 2015, run N49°32'E for a distance of 637.5 +/- feet to the Southerly Right of Way of Mississippi Highway 43, run thence N40°31'W for a distance of 200.0 +/- feet along the Southerly Right of Way of Mississippi Highway 43, thence leaving the Southerly Right of Way of Mississippi Highway 43, run S44°11'W for a distance of 507.5 feet to the Point of Beginning.

Containing 2.2 acres more or less.

END OF EXHIBIT

CHANCERY CLERK
RANKIN COUNTY, MS.
By

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

Book:3022 Page:4625-4633
DEED of TRUST
RCD: 01/13/2022 @10:18:19 AM
Rankin County, MS
Larry Swales Chancery Clerk

30-8-4
NW-SW

K16-42

THIS INSTRUMENT PREPARED BY:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian, MS 39305
(601)693-1331

AFTER RECORDING RETURN TO:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian, MS 39305

(Space Above This Line For Recording Data)

LOAN NUMBER: 60104065062

# COMMERCIAL REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on December 29, 2021 by the grantor(s) SUNSET MARINA AT 43, LLC, a Mississippi Limited Liability Company, whose address and phone number is 4269 HIGHWAY 43 NORTH, BRANDON, Mississippi 39047, (601)267-9762 ("Grantor"). The trustee is Don O. Rogers, whose address and phone number is 512 22nd Avenue, Meridian, MS 39301, (601)693-2411 ("Trustee"). The beneficiary is The Citizens National Bank of Meridian whose address and phone number is Carthage Main Office, 305 South Van Buren, Carthage, Mississippi 39051, (601)267-8005 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of Four Million Nine Hundred Seventy-seven Thousand and 00/100 Dollars (U.S. $4,977,000.00), which is evidenced by the promissory note dated December 29, 2021. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Four Million Nine Hundred Seventy-seven Thousand and 00/100 Dollars (U.S. $4,977,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Rankin, State of Mississippi:

Address: 4269 Hwy 43 North (13.99 +/- acres) and 83 Safe Harbor Circle (2.2 +/- acres), Brandon, Mississippi 39047
Legal Description: Leasehold interest in and to: See Attached Exhibit "A"
**INDEXING INSTRUCTIONS: NW 1/4 of the SW 1/4 and N 1/2 of SW 1/4 and S 1/2 of NW 1/4, all in Section 30, T8N, R4E, Rankin County, MS**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or

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affixed on and used in connection therewith (hereinafter called the "Property"). Together with all of Grantor's right, title, and interest now owned or later acquired in the oil, gas, and mineral leases (collectively, "Leases") and all minerals, mineral interests and estates in and under the real property described above (collectively, "Lands"), including without limitation, as extracted collateral, all leasehold interests, operating rights, royalties, overriding royalties, net profits, interests, and production payment from the Lands, and all of Grantor's other oil, gas and mineral estates with which any of the interests and estates of Grantor in the Lands are now or may later be unitized (collectively, "Hydrocarbon Interests");

All tenements, hereditaments, appurtenances, and properties in any way appertaining, belonging, affixed, or incidental to the Leases, in which Grantor now owns or hereafter acquires an interest, including, without limitation, any and all property, real or personal, in which Grantor now owns or hereafter acquires an interest which is situated upon and used or useful in connection with all or any part of the Lands and including all pipelines, gathering lines, trunk lines, lateral lines, pipeline easements and rights-of-way, compressors, dehydration units, separators, heater treaters, valves, flow lines, gauge meters, alarms, supplies, machinery, derricks, buildings, tanks, casings, Christmas trees, tubing, rods, liquid extractors, engines, boilers, tools, appliances, cables, wires, and all accessions, additions, substitutions, and replacements to or for, and all accessories and attachments to any of the foregoing (collectively, "Personal Property");

All of Grantor's interest in, to and under all contracts (including without limitation contracts for the sale, purchase, exchange or processing of gas, oil and other hydrocarbons), operating agreements, rights-of-way, easements, surface leases, permits, franchises, licenses, pooling or unitization agreements, pooling designations and pooling orders, now or later affecting any of the interests covered by this Security Instrument, or which are useful and appropriate in drilling or producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from any of the Hydrocarbon Interests or other properties unitized with Hydrocarbon Interests; and

The proceeds and products of the foregoing, and all accounts resulting from the sale of gas, oil and other hydrocarbons at the wellhead, together with any and all amendments, renewals, extensions or ratifications of any of the same, or of any related instrument.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from SUNSET MARINA AT 43, LLC to The Citizens National Bank of Meridian, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on December 29, 2041.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

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**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in

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connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

(a) Failure to make required payments when due under Indebtedness;
(b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;

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(c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
(d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
(e) Any assignment by Grantor for the benefit of Grantor's creditors;
(f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
(g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified by date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lenders possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHTS TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

With respect to all or any part of the Real Property, the Trustee shall, at the request of the Lender, sell the Real Property after giving notice of the time, place and terms of sale as mandated by section 89-1-55 of the Mississippi Code of 1972, as amended and any successor provisions, and execute a date to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustees fee and the attorneys fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to agents or assigns of Grantors representatives.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys fees rendering any surplus to the party or parties entitled to it. The recitals in the Trustees deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any

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time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

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Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

SUNSET MARINA AT 43, LLC

Jeffrey T Webb 12/29/21

By: JEFFREY T WEBB Date
Its: Member

**BUSINESS ACKNOWLEDGMENT**

STATE OF MISSISSIPPI )
)
COUNTY OF Leake )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of December, 2021 within my jurisdiction, the within named JEFFREY T WEBB, who acknowledged to me that (he)(she) is the Member of SUNSET MARINA AT 43, LLC, a Mississippi Limited Liability Company, and that in said representative capacity, (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires: 1-13-2024

Lisa K. Quick

Identification Number 58242

(Affix official seal if applicable)

STATE OF MISSISSIPPI
LISA K. QUICK
ID# 58242
NOTARY PUBLIC
Comm. Expires
Jan. 13, 2024
LEAKE COUNTY

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Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

EXHIBIT "A"
Legal Description

The unexpired portion of that certain Lease executed by Pearl River Valley Water Supply, as originally issued on April 6, 1987 and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Book 548, at Page 118, as may have been modified or amended, according to the terms thereof insofar as the same covers and pertain to the following described property to-wit:

A 13.99 acre parcel being situated in the N 1/2 of SW 1/4 and S 1/2 of NW 1/4 of Section 30, T8N-R4E, Rankin County, MS, and being more particularly described as follows:

Commencing at the NE corner of SE 1/4 of SW 1/4 of said Section 30, run thence S 00°46' E - 111.7 ft.; thence N 31°04' W - 1000.38 ft.; thence N 32°55' W - 550.0 ft.; thence N 57°30' W - 182.05 ft. to the POINT OF BEGINNING; run thence S 44°11' W - 535.02 ft.; thence N 81°49' W - 912.56 ft.; thence S 04°51' E - 30.08 ft.; thence S 85°09' W - 73.00 ft.; thence N 76°07' W - 123.44 ft.; thence S 87°23' 10" W - 313.86 ft.; thence N 24°18' E - 90.62 ft.; thence N 03°27' E - 143.85 ft.; thence N 69°15' E - 322.12 ft.; thence N 76°58' E - 79.55 ft.; thence N 85°09' E - 50.00 ft.; thence N 06°12' 19" E - 95.05 ft.; thence S 74°21' E - 198.90 ft.; thence S 52°13' E - 785.90 ft.; thence N 04°21' E - 369.20 ft. to a point on the southerly right of way of HWY. 43; thence S 51°04' 26" E - 210.85 ft. along said right of way; thence S 46°20' E - 287.20 ft. along said right of way to the POINT OF BEGINNING.

LESS AND EXCEPT a 1.63 acre parcel being a 190.0 ft. wide Southern Natural Gas right of way being more particularly described as follows:

Commencing at the NE corner of SE 1/4 of SW 1/4 of said Section 30, run thence S 00°46' E - 111.7 ft.; thence N 31°04' W - 1000.38 ft.; thence N 32°55' W - 550.0 ft.; thence N 57°30' W - 182.05 ft.; thence S 44°11' W - 535.02 ft.; thence N 81°49' W - 912.56 ft. to the POINT OF BEGINNING; run thence S 04°51' E - 30.08 ft.; thence S 85°09' W - 73.00 ft.; thence N 76°07' W - 123.44 ft.; thence N 69°15' E - 63.70 ft.; thence N 76°58' E - 79.55 ft.; thence N 85°09' E - 50.00 ft.; thence S 04°51' E - 342.87 ft. to the POINT OF BEGINNING.

END OF EXHIBIT



Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

EXHIBIT "A"
Legal Description

**The unexpired portion of that certain Lease executed by Pearl River Valley Water Supply, as originally issued on September 20, 2021 and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Book 2021, Page 25620, as may have been modified or amended, according to the terms thereof insofar as the same covers and pertain to the following described property to-wit:**

A parcel of land located in the NW ¼ of the SW ¼ of Section 30, T8N, R4E, Rankin County, Mississippi and being more particularly described as follows:

Commencing at the NW corner of the NW ¼ of the SW ¼ of Section 30, T8N, R4E, Rankin County, Mississippi and run S67°19'25"E for a distance of 1442.08 plus or minus feet to the Point of Beginning and said Point of Beginning being the NE corner of said described property in Deed Book 2015 Page 13600 dated July 8, 2015. Thence leaving said NE corner of said described property in Deed Book 2015 Page 13600, run thence S32°13'37"E for a distance of 21.44 feet, run thence S06°08'39"E for a distance of 42.72, run thence S04°34'26"W for a distance of 101.17 feet, run thence S13°04'06"W for a distance of 41.30 feet to the SE corner of said described property in Deed Book 2015, Page 13600 dated July 8, 2015, thence leaving SW corner of said described property in Deed Book 2015, Page 13600 dated July 8, 2015, run N49°32'E for a distance of 637.5 +/- feet to the Southerly Right of Way of Mississippi Highway 43, run thence N40°31'W for a distance of 200.0 +/- feet along the Southerly Right of Way of Mississippi Highway 43, thence leaving the Southerly Right of Way of Mississippi Highway 43, run S44°11'W for a distance of 507.5 feet to the Point of Beginning.

Containing 2.2 acres more or less.

END OF EXHIBIT

CHANCERY CLERK
RANKIN COUNTY, MS

By



Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

30-8-4
nw-sw

Book:3022 Page:78065-78073
DEED of TRUST
RCD: 07/27/2022 @10:02:40 AM
Rankin County, MS
Larry Swales Chancery Clerk

K16-42

THIS INSTRUMENT PREPARED BY:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian, MS 39305
(601)693-1331

AFTER RECORDING RETURN TO:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian, MS 39305

(Space Above This Line For Recording Data)

LOAN NUMBER: 60111070008

# COMMERCIAL REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 22, 2022 by the grantor(s) SUNSET MARINA AT 43, LLC, a Mississippi Limited Liability Company, whose address and phone number is 4269 HIGHWAY 43 NORTH, BRANDON, Mississippi 39047, (601)267-9762 ("Grantor"). The trustee is Don O. Rogers, whose address and phone number is 512 22nd Avenue, Meridian, MS 39301, (601)693-2411 ("Trustee"). The beneficiary is The Citizens National Bank of Meridian whose address and phone number is Carthage Main Office, 305 South Van Buren, Carthage, Mississippi 39051, (601)267-8005 ("Lender"), which is organized and existing under the laws of the State of Mississippi. TWK PROPERTIES, LLC and JEFFREY T WEBB ("Borrower") owes Lender the principal sum of Four Hundred Ninety-six Thousand Six Hundred Twenty-two and 60/100 Dollars (U.S. $496,622.60), which is evidenced by the promissory note dated July 22, 2022. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Four Hundred Ninety-six Thousand Six Hundred Twenty-two and 60/100 Dollars (U.S. $496,622.60) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Rankin, State of Mississippi:

Address: 4269 Hwy 43 North (13.99 +/- acres) and 83 Safe Harbor Circle (2.20 +/- acres), Brandon, Mississippi 39047-0000
Legal Description: Leasehold interest in and to: See Attached Exhibit "A"
**INDEXING INSTRUCTIONS: NW 1/4 of the SW 1/4 and N 1/2 of SW 1/4 and S 1/2 of NW 1/4, all in Section 30, T8N, R4E, Rankin County, MS**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or

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affixed on and used in connection therewith (hereinafter called the "Property"). Together with all of Grantor's right, title, and interest now owned or later acquired in the oil, gas, and mineral leases (collectively, "Leases") and all minerals, mineral interests and estates in and under the real property described above (collectively, "Lands"), including without limitation, as extracted collateral, all leasehold interests, operating rights, royalties, overriding royalties, net profits, interests, and production payment from the Lands, and all of Grantor's other oil, gas and mineral estates with which any of the interests and estates of Grantor in the Lands are now or may later be unitized (collectively, "Hydrocarbon Interests");

All tenements, hereditaments, appurtenances, and properties in any way appertaining, belonging, affixed, or incidental to the Leases, in which Grantor now owns or hereafter acquires an interest, including, without limitation, any and all property, real or personal, in which Grantor now owns or hereafter acquires an interest which is situated upon and used or useful in connection with all or any part of the Lands and including all pipelines, gathering lines, trunk lines, lateral lines, pipeline easements and rights-of-way, compressors, dehydration units, separators, heater treaters, valves, flow lines, gauge meters, alarms, supplies, machinery, derricks, buildings, tanks, casings, Christmas trees, tubing, rods, liquid extractors, engines, boilers, tools, appliances, cables, wires, and all accessions, additions, substitutions, and replacements to or for, and all accessories and attachments to any of the foregoing (collectively, "Personal Property");

All of Grantor's interest in, to and under all contracts (including without limitation contracts for the sale, purchase, exchange or processing of gas, oil and other hydrocarbons), operating agreements, rights-of-way, easements, surface leases, permits, franchises, licenses, pooling or unitization agreements, pooling designations and pooling orders, now or later affecting any of the interests covered by this Security Instrument, or which are useful and appropriate in drilling or producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from any of the Hydrocarbon Interests or other properties unitized with Hydrocarbon Interests; and

The proceeds and products of the foregoing, and all accounts resulting from the sale of gas, oil and other hydrocarbons at the wellhead, together with any and all amendments, renewals, extensions or ratifications of any of the same, or of any related instrument.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Borrower to The Citizens National Bank of Meridian, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 22, 2023.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

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Commercial Real Estate Security Instrument - DL4007

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**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in

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connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

(a) Failure to make required payments when due under Indebtedness;
(b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;

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(c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
(d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
(e) Any assignment by Grantor for the benefit of Grantor's creditors;
(f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
(g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified by date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lenders possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHTS TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

With respect to all or any part of the Real Property, the Trustee shall, at the request of the Lender, sell the Real Property after giving notice of the time, place and terms of sale as mandated by section 89-1-55 of the Mississippi Code of 1972, as amended and any successor provisions, and execute a date to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustees fee and the attorneys fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to agents or assigns of Grantors representatives.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys fees rendering any surplus to the party or parties entitled to it. The recitals in the Trustees deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any

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time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

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**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

SUNSET MARINA AT 43, LLC

7/22/22

By: JEFFREY T WEBB Date
Its: Member

**BUSINESS ACKNOWLEDGMENT**

STATE OF MISSISSIPPI )
)
COUNTY OF Attala )

Personally appeared before me, the undersigned authority in and for the said county and state, on this July 22, 2022, within my jurisdiction, the within named

JEFFREY T WEBB, who acknowledged to me that (he)(she) is the Member of SUNSET MARINA AT 43, LLC, a Mississippi Limited Liability Company, and that in said representative capacity, (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:
9/15/2024

Identification Number

(Affix official seal, if applicable)

STATE OF MISSISSIPPI
DAWN M MCCOWN
ID NO. 60614
Commission Expires
09/15/2024
NOTARY PUBLIC
ATTALA COUNTY

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Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

EXHIBIT "A"
Legal Description

The unexpired portion of that certain Lease executed by Pearl River Valley Water Supply, as originally issued on April 6, 1987 and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Book 548, at Page 118, as may have been modified or amended, according to the terms thereof insofar as the same covers and pertain to the following described property to-wit:

A 13.99 acre parcel being situated in the N 1/2 of SW 1/4 and S 1/2 of NW 1/4 of Section 30, T8N-R4E, Rankin County, MS, and being more particularly described as follows:

Commencing at the NE corner of SE 1/4 of SW 1/4 of said Section 30, run thence S 00°46' E - 111.7 ft.; thence N 31°04' W - 1000.38 ft.; thence N 32°55' W - 550.0 ft.; thence N 57°30' W - 192.05 ft. to the POINT OF BEGINNING; run thence S 44°11' W - 535.02 ft.; thence N 61°49' W - 912.56 ft.; thence S 04°51' E - 30.08 ft.; thence S 85°09' W - 73.00 ft.; thence N 76°07' W - 123.44 ft.; thence S 87°23' 10" W - 313.86 ft.; thence N 24°18' E - 90.62 ft.; thence N 03°27' E - 143.85 ft.; thence N 69°16' E - 322.12 ft.; thence N 76°58' E - 79.55 ft.; thence N 85°09' E - 50.00 ft.; thence N 06°12' 19" E - 96.05 ft.; thence S 74°21' E - 198.90 ft.; thence S 52°13' E - 785.80 ft.; thence N 04°21' E - 368.20 ft. to a point on the southerly right of way of HWY. 43; thence S 51°04' 28" E - 210.85 ft. along said right of way; thence S 46°20' E - 287.20 ft. along said right of way to the POINT OF BEGINNING.

LESS AND EXCEPT a 1.53 acre parcel being a 190.0 ft. wide Southern Natural Gas right of way being more particularly described as follows:

Commencing at the NE corner of SE 1/4 of SW 1/4 of said Section 30, run thence S 00°46' E - 111.7 ft.; thence N 31°04' W - 1000.38 ft.; thence N 32°55' W - 550.0 ft.; thence N 57°30' W - 192.05 ft.; thence S 44°11' W - 535.02 ft.; thence N 61°49' W - 912.56 ft. to the POINT OF BEGINNING; run thence S 04°51' E - 30.08 ft.; thence S 85°09' W - 73.00 ft.; thence N 76°07' W - 123.44 ft.; thence N 04°51' W - 304.52 ft.; thence N 69°16' E - 83.70 ft.; thence N 76°58' E - 79.55 ft.; thence N 85°09' E - 50.00 ft.; thence S 04°51' E - 342.87 ft. to the POINT OF BEGINNING.

END OF EXHIBIT



Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

EXHIBIT "A"
Legal Description

**The unexpired portion of that certain Lease executed by Pearl River Valley Water Supply, as originally issued on September 20, 2021 and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Book 2021, Page 25620, as may have been modified or amended, according to the terms thereof insofar as the same covers and pertain to the following described property to-wit:**

A parcel of land located in the NW ¼ of the SW ¼ of Section 30, T8N, R4E, Rankin County, Mississippi and being more particularly described as follows:

Commencing at the NW corner of the NW ¼ of the SW ¼ of Section 30, T8N, R4E, Rankin County, Mississippi and run S67°19'25"E for a distance of 1442.08 plus or minus feet to the Point of Beginning and said Point of Beginning being the NE corner of said described property in Deed Book 2015 Page 13600 dated July 8, 2015. Thence leaving said NE corner of said described property in Deed Book 2015 Page 13600, run thence S32°13'37"E for a distance of 21.44 feet, run thence S06°08'39"E for a distance of 42.72, run thence S04°34'26"W for a distance of 101.17 feet, run thence S13°04'06"W for a distance of 41.30 feet to the SE corner of said described property in Deed Book 2015, Page 13600 dated July 8, 2015, thence leaving SW corner of said described property in Deed Book 2015, Page 13600 dated July 8, 2015, run N49°32'E for a distance of 637.5 +/- feet to the Southerly Right of Way of Mississippi Highway 43, run thence N40°31'W for a distance of 200.0 +/- feet along the Southerly Right of Way of Mississippi Highway 43, thence leaving the Southerly Right of Way of Mississippi Highway 43, run S44°11'W for a distance of 507.5 feet to the Point of Beginning.

Containing 2.2 acres more or less.

END OF EXHIBIT

CHANCERY CLERK RANKIN COUNTY, MS
By

CHANCERY CLERK RANKIN COUNTY, MS
By



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Book:3022 Page:78056-78064
DEED of TRUST
RCD: 07/27/2022 @10:02:39 AM
Rankin County, MS
Larry Swales Chancery Clerk

K16-44-10

30-8-4
NE-SW

THIS INSTRUMENT PREPARED BY:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian, MS 39305
(601)693-1331

AFTER RECORDING RETURN TO:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian, MS 39305

(Space Above This Line For Recording Data)

LOAN NUMBER: 60111070008

# COMMERCIAL REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on July 22, 2022 by the grantor(s) TWK PROPERTIES, LLC, a Mississippi Limited Liability Company, whose address and phone number is P O BOX 452, CARTHAGE, Mississippi 39051, (601)267-9762 ("Grantor"). The trustee is Don O. Rogers, whose address and phone number is 512 22nd Avenue, Meridian, MS 39301, (601)693-2411 ("Trustee"). The beneficiary is The Citizens National Bank of Meridian whose address and phone number is Carthage Main Office, 305 South Van Buren, Carthage, Mississippi 39051, (601)267-8005 ("Lender"), which is organized and existing under the laws of the State of Mississippi. Grantor owes Lender the principal sum of Four Hundred Ninety-six Thousand Six Hundred Twenty-two and 60/100 Dollars (U.S. $496,622.60), which is evidenced by the promissory note dated July 22, 2022. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Four Hundred Ninety-six Thousand Six Hundred Twenty-two and 60/100 Dollars (U.S. $496,622.60) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Rankin, State of Mississippi:

Address: 204 & 207 Safe Harbor Circle (5.89 +/-acres), Brandon, Mississippi 39047-0000
Legal Description: Leasehold interest in and to: See Attached Exhibit "A"
**INDEXING INSTRUCTIONS: NE 1/4 of the SW 1/4 of Section 30, T8N, R4E, Rankin County, MS**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property"). Together with all of Grantor's

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right, title, and interest now owned or later acquired in the oil, gas, and mineral leases (collectively, "Leases") and all minerals, mineral interests and estates in and under the real property described above (collectively, "Lands"), including without limitation, as extracted collateral, all leasehold interests, operating rights, royalties, overriding royalties, net profits, interests, and production payment from the Lands, and all of Grantor's other oil, gas and mineral estates with which any of the interests and estates of Grantor in the Lands are now or may later be unitized (collectively, "Hydrocarbon Interests");

All tenements, hereditaments, appurtenances, and properties in any way appertaining, belonging, affixed, or incidental to the Leases, in which Grantor now owns or hereafter acquires an interest, including, without limitation, any and all property, real or personal, in which Grantor now owns or hereafter acquires an interest which is situated upon and used or useful in connection with all or any part of the Lands and including all pipelines, gathering lines, trunk lines, lateral lines, pipeline easements and rights-of-way, compressors, dehydration units, separators, heater treaters, valves, flow lines, gauge meters, alarms, supplies, machinery, derricks, buildings, tanks, casings, Christmas trees, tubing, rods, liquid extractors, engines, boilers, tools, appliances, cables, wires, and all accessions, additions, substitutions, and replacements to or for, and all accessories and attachments to any of the foregoing (collectively, "Personal Property");

All of Grantor's interest in, to and under all contracts (including without limitation contracts for the sale, purchase, exchange or processing of gas, oil and other hydrocarbons), operating agreements, rights-of-way, easements, surface leases, permits, franchises, licenses, pooling or unitization agreements, pooling designations and pooling orders, now or later affecting any of the interests covered by this Security Instrument, or which are useful and appropriate in drilling or producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from any of the Hydrocarbon Interests or other properties unitized with Hydrocarbon Interests; and

The proceeds and products of the foregoing, and all accounts resulting from the sale of gas, oil and other hydrocarbons at the wellhead, together with any and all amendments, renewals, extensions or ratifications of any of the same, or of any related instrument.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from TWK PROPERTIES, LLC and JEFFREY T WEBB to The Citizens National Bank of Meridian, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on July 22, 2023.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

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Commercial Real Estate Security Instrument - DL4007

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**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in

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connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

(a) Failure to make required payments when due under Indebtedness;
(b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;

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(c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
(d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
(e) Any assignment by Grantor for the benefit of Grantor's creditors;
(f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
(g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified by date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lenders possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHTS TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

With respect to all or any part of the Real Property, the Trustee shall, at the request of the Lender, sell the Real Property after giving notice of the time, place and terms of sale as mandated by section 89-1-55 of the Mississippi Code of 1972, as amended and any successor provisions, and execute a date to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustees fee and the attorneys fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to agents or assigns of Grantors representatives.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys fees rendering any surplus to the party or parties entitled to it. The recitals in the Trustees deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any

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time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

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**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

TWK PROPERTIES, LLC

7/22/22

By: JEFFREY T WEBB Date
Its: Member

**BUSINESS ACKNOWLEDGMENT**

STATE OF MISSISSIPPI )
)
COUNTY OF Attala )

Personally appeared before me, the undersigned authority in and for the said county and state, on this July 22, 2022, within my jurisdiction, the within named JEFFREY T WEBB, who acknowledged to me that (he)(she) is the Member of TWK PROPERTIES, LLC, a Mississippi Limited Liability Company, and that in said representative capacity, (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:
9/15/2024

Identification Number

(Affix official seal, if applicable)

STATE OF MISSISSIPPI
DAWN M MCCOWN
ID NO. 60614
Commission Expires
09/15/2024
NOTARY PUBLIC
ATTALA COUNTY

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EXHIBIT "A"
Legal Description

**The unexpired portion of that certain Lease executed by Pearl River Valley Water Supply, as originally issued on May 15, 2014 and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Book 2014, Page 11953, as may have been modified or amended, according to the terms thereof insofar as the same covers and pertain to the following described property to-wit:**

Commencing at a recovered iron pin marking the SE corner of the NE ¼ of the SW ¼ of Section 30, T8N, R4E, Rankin County, Mississippi and run S 00° 43' 22" E for 111.70'; run thence N 31° 01' 22" E for 1,000.38'; run thence N 32° 52' 22" W for 555.00'; run thence N 57° 27' 22" W for 192.05' to a recovered iron pin on the Southerly or Westerly Right of Way of Mississippi Highway 43; thence leaving the Southerly or Westerly Right of Way of Mississippi Highway 43, run S 44° 11' 00" W for 535.02' to a recovered iron pin; and the POINT OF BEGINNING; run thence N 88° 29' 59" E for 48.05' to an iron pin set; run thence S 32° 13' 37" E for 21.44' to an iron pin set; thence run S 06° 08' 39" E for 42.72' to an iron pin set; run thence S 04° 34' 26" W for 101.17' to an iron pin set; run thence S 13° 04' 06" W for 41.30' to an iron pin set on the current top of bank (December 12, 2013) of the Ross R. Barnett Reservoir; run thence the following courses and distances along the current top of bank of the Ross R. Barnett Reservoir.

S 85° 47' 47" W for 44.50';
N 89° 38' 50" W for 74.00';
S 83° 58' 46" W for 102.00';
N 49° 31' 34" W for 24.63';
N 45° 40' 59" W for 49.88';
N41°45' 32" W for 77.37';
N 21 ° 34' 08" W for 62.99';
N 03° 03' 25" W for 112.78';
N 10° 52' 16" W for 53.66';
N 49° 59' 09" W for 24.43';
N 61 ° 10' 23" W for 112.24';
S 54° 58' 17" W for 72.99';
N 65° 29' 43" W for 76.51';
S 61 ° 29' 46" W for 48.31';

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N 37° 50' 33" W for 42.64';
N 60° 24' 10" W for 53.67';
N 62° 47' 17" W for 61.81';
N 86° 51' 06" W for 45.43';
N 75° 43' 46" W for 66.79';
S 74° 55' 29" W for 70.19'; thence leaving the current top of bank of the Ross R. Barnett Reservoir, run S 89° 43' 29" W for 263.43' to a point on the current top of bank of the Ross R. Barnett Reservoir; run thence S 70° 30' 39" W for 92.43'; run thence N 81 ° 06' 38" W for 25.59'; run thence N 30° 46' 43" W for 67.86'; run thence N 60° 31' 56" W for 32.71'; run thence N 30° 52' 27" W for 20.37'; run thence N 19° 00'21" W for 31.82' to a point on the current topof bank of the Ross R. Barnett Reservoir; run thence N 10° 01' 49" W for 23.53' to a point on the current top of bank of the Ross R. Barnett Reservoir; run thence N 43 ° 08' 22" E for 71.07' to a point on the current top of bank of the Ross R. Barnett Reservoir; run thence N 34° 45' 17" E for 99.04' to a recovered iron pin marking a SW corner of Deed Book 548 at Page 124 of the records of the Chancery Clerk at Carthage, Madison County, Mississippi; run thence S 76° 04' 22" E for 408.00 along the South line of Deed Book 548 at Page 124 of the aforementioned Chancery Records to a recovered iron pin; run thence N 85° 11' 38" E for 73.00' along the South line of Deed Book 548 at Page 124 of the aforementioned Chancery Records to a recovered iron pin; run thence N 04° 48' 22" W for 30.08' along the South line of Deed Book 548 at Page 124 of the aforementioned Chancery Records to a recovered iron pin; run thence S 61 ° 46' 22" E for 912.56' to the POINT OF BEGINNING.

Containing 5.899 acres more or less.

Book 2015 Page 136

END OF EXHIBIT

CHANCERY CLERK
RANKIN COUNTY, MS

CHANCERY CLERK
RANKIN COUNTY, MS
By

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Book:3022 Page:396-404
DEED of TRUST
RCD: 01/03/2022 @08:29:46 AM
Rankin County, MS
Larry Swales Chancery Clerk

30-8-4
NE-SW

K16-44-10

THIS INSTRUMENT PREPARED BY:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian, MS 39305
(601)693-1331

AFTER RECORDING RETURN TO:
The Citizens National Bank of Meridian
4900 Poplar Springs Drive, Suite 11
Meridian, MS 39305

(Space Above This Line For Recording Data)

LOAN NUMBER: 60104065062

# COMMERCIAL REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST, ("Security Instrument") is made on December 29, 2021 by the grantor(s) TWK PROPERTIES, LLC, a Mississippi Limited Liability Company, whose address and phone number is P O BOX 452, CARTHAGE, Mississippi 39051, (601)267-9762 ("Grantor"). The trustee is Don O. Rogers, whose address and phone number is 512 22nd Avenue, Meridian, MS 39301, (601)693-2411 ("Trustee"). The beneficiary is The Citizens National Bank of Meridian whose address and phone number is Carthage Main Office, 305 South Van Buren, Carthage, Mississippi 39051, (601)267-8005 ("Lender"), which is organized and existing under the laws of the State of Mississippi. SUNSET MARINA AT 43, LLC ("Borrower") owes Lender the principal sum of Four Million Nine Hundred Seventy-seven Thousand and 00/100 Dollars (U.S. $4,977,000.00), which is evidenced by the promissory note dated December 29, 2021. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Four Million Nine Hundred Seventy-seven Thousand and 00/100 Dollars (U.S. $4,977,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys, warrants, bargains, sells, transfers, pledges and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Rankin, State of Mississippi:

Address: 207 Safe Harbor Circle (5.89 +/-acres), Brandon, Mississippi 39047-0000
Legal Description: Leasehold interest in and to: See Attached Exhibit "A"
**INDEXING INSTRUCTIONS: NE 1/4 of the SW 1/4 of Section 30, T8N, R4E, Rankin County, MS**

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property"). Together with all of Grantor's

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right, title, and interest now owned or later acquired in the oil, gas, and mineral leases (collectively, "Leases") and all minerals, mineral interests and estates in and under the real property described above (collectively, "Lands"), including without limitation, as extracted collateral, all leasehold interests, operating rights, royalties, overriding royalties, net profits, interests, and production payment from the Lands, and all of Grantor's other oil, gas and mineral estates with which any of the interests and estates of Grantor in the Lands are now or may later be unitized (collectively, "Hydrocarbon Interests");

All tenements, hereditaments, appurtenances, and properties in any way appertaining, belonging, affixed, or incidental to the Leases, in which Grantor now owns or hereafter acquires an interest, including, without limitation, any and all property, real or personal, in which Grantor now owns or hereafter acquires an interest which is situated upon and used or useful in connection with all or any part of the Lands and including all pipelines, gathering lines, trunk lines, lateral lines, pipeline easements and rights-of-way, compressors, dehydration units, separators, heater treaters, valves, flow lines, gauge meters, alarms, supplies, machinery, derricks, buildings, tanks, casings, Christmas trees, tubing, rods, liquid extractors, engines, boilers, tools, appliances, cables, wires, and all accessions, additions, substitutions, and replacements to or for, and all accessories and attachments to any of the foregoing (collectively, "Personal Property");

All of Grantor's interest in, to and under all contracts (including without limitation contracts for the sale, purchase, exchange or processing of gas, oil and other hydrocarbons), operating agreements, rights-of-way, easements, surface leases, permits, franchises, licenses, pooling or unitization agreements, pooling designations and pooling orders, now or later affecting any of the interests covered by this Security Instrument, or which are useful and appropriate in drilling or producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from any of the Hydrocarbon Interests or other properties unitized with Hydrocarbon Interests; and

The proceeds and products of the foregoing, and all accounts resulting from the sale of gas, oil and other hydrocarbons at the wellhead, together with any and all amendments, renewals, extensions or ratifications of any of the same, or of any related instrument.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Borrower to The Citizens National Bank of Meridian, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on December 29, 2041.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

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**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing

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through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

(a) Failure to make required payments when due under Indebtedness;
(b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
(c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;

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(d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
(e) Any assignment by Grantor for the benefit of Grantor's creditors;
(f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
(g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified by date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lenders possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHTS TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

With respect to all or any part of the Real Property, the Trustee shall, at the request of the Lender, sell the Real Property after giving notice of the time, place and terms of sale as mandated by section 89-1-55 of the Mississippi Code of 1972, as amended and any successor provisions, and execute a date to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustees fee and the attorneys fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to agents or assigns of Grantors representatives.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys fees rendering any surplus to the party or parties entitled to it. The recitals in the Trustees deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointment confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

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**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Mississippi including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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**By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.**

TWK PROPERTIES, LLC

Jeffrey T Webb 12/29/21

By: JEFFREY T WEBB Date

Its: Member

---

**BUSINESS ACKNOWLEDGMENT**

STATE OF MISSISSIPPI )
)
COUNTY OF Leake )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of December 2021, within my jurisdiction, the within named Jeffrey T. Webb

JEFFREY T WEBB, who acknowledged to me that (he)(she) is the Member of TWK PROPERTIES, LLC, a Mississippi Limited Liability Company, and that in said representative capacity, (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires: 1-13-2024

Lisa K. Quick

Identification Number 58242

(Affix official seal, if applicable)

STATE OF MISSISSIPPI
LISA K. QUICK
ID# 58242
NOTARY PUBLIC
Comm. Expires
Jan. 13, 2024
LEAKE COUNTY

---

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Commercial Real Estate Security Instrument - DL4007



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EXHIBIT "A"
Legal Description

**The unexpired portion of that certain Lease executed by Pearl River Valley Water Supply, as originally issued on May 15, 2014 and recorded in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Book 2014, Page 11953, as may have been modified or amended, according to the terms thereof insofar as the same covers and pertain to the following described property to-wit:**

Commencing at a recovered iron pin marking the SE corner of the NE ¼ of the SW ¼ of Section 30, T8N, R4E, Rankin County, Mississippi and run S 00° 43' 22" E for 111.70'; run thence N 31° 01' 22" E for 1,000.38'; run thence N 32° 52' 22" W for 555.00'; run thence N 57° 27' 22" W for 192.05' to a recovered iron pin on the Southerly or Westerly Right of Way of Mississippi Highway 43; thence leaving the Southerly or Westerly Right of Way of Mississippi Highway 43, run S 44° 11' 00" W for 535.02' to a recovered iron pin; and the POINT OF BEGINNING; run thence N 88° 29' 59" E for 48.05' to an iron pin set; run thence S 32° 13' 37" E for 21.44' to an iron pin set; thence run S 06° 08' 39" E for 42.72' to an iron pin set; run thence S 04° 34' 26" W for 101.17' to an iron pin set; run thence S 13° 04' 06" W for 41.30' to an iron pin set on the current top of bank (December 12, 2013) of the Ross R. Barnett Reservoir; run thence the following courses and distances along the current top of bank of the Ross R. Barnett Reservoir:

S 85° 47' 47" W for 44.50';
N 89° 38' 50" W for 74.00';
S 83° 58' 46" W for 102.00';
N 49° 31' 34" W for 24.63';
N 45° 40' 59" W for 49.88';
N41°45' 32" W for 77.37';
N 21 ° 34' 08" W for 62.99';
N 03° 03' 25" W for 112.78';
N 10° 52' 16" W for 53.66';
N 49° 59' 09" W for 24.43';
N 61 ° 10' 23" W for 112.24';
S 54° 58' 17" W for 72.99';
N 65° 29' 43" W for 76.51';
S 61 ° 29' 46" W for 48.31';

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06/25/2014 10:58:00

N 37° 50' 33" W for 42.64';
N 60° 24' 10" W for 53.67';
N 62° 47' 17" W for 61.81';
N 86° 51' 06" W for 45.43';
N 75° 43' 46" W for 66.79';
S 74° 55' 29" W for 70.19'; thence leaving the current top of bank of the Ross R. Barnett Reservoir, run S 89° 43' 29" W for 263.43' to a point on the current top of bank of the Ross R. Barnett Reservoir; run thence S 70° 30' 39" W for 92.43'; run thence N 81 ° 06' 38" W for 25.59'; run thence N 30° 46' 43" W for 67.86'; run thence N 60° 31' 56" W for 32.71'; run thence N 30° 52' 27" W for 20.37'; run thence N 19° 00'21" W for 31.82' to a point on the current topof bank of the Ross R. Barnett Reservoir; run thence N 10° 01' 49" W for 23.53' to a point on the current top of bank of the Ross R. Barnett Reservoir; run thence N 43 ° 08' 22" E for 71.07' to a point on the current top of bank of the Ross R. Barnett Reservoir; run thence N 34° 45' 17" E for 99.04' to a recovered iron pin marking a SW corner of Deed Book 548 at Page 124 of the records of the Chancery Clerk at Carthage, Madison County, Mississippi; run thence S 76° 04' 22" E for 408.00 along the South line of Deed Book 548 at Page 124 of the aforementioned Chancery Records to a recovered iron pin; run thence N 85° 11' 38" E for 73.00' along the South line of Deed Book 548 at Page 124 of the aforementioned Chancery Records to a recovered iron pin; run thence N 04° 48' 22" W for 30.08' along the South line of Deed Book 548 at Page 124 of the aforementioned Chancery Records to a recovered iron pin; run thence S 61 ° 46' 22" E for 912.56' to the POINT OF BEGINNING.

Containing 5.899 acres more or less.

Book 2015 Page 136

END OF EXHIBIT

RANKIN COUNTY, MS LARRY SWILLEY, CHANCERY CLERK
RECORDED IN DEED OF TRUST 3022 PG 396

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# Untitled Map

Write a description for your map.

Legend

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# Untitled Map

Write a description for your map.

Legend

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

| PARCEL IDENTIFICATION NUMBER | |
|---|---|
| J12 000020 00020 | |
| PREVIOUS TAX NO. | 211 STR 10-06 -03 |

# PROPERTY RECORD CARD

Date Printed 07/28/2025

2026 Rankin Cnty Future Tax Da

Card 001 of 001

PPIN 87481 Sketch 01

| PROPERTY ADDRESS |
|---|
| 2643 SPILLWAY RD |

| SALES INFORMATION | | | |
|---|---|---|---|
| Date Acquired | Consideration | Book | Page |
| / / | | | |

| CARD APPRAISAL SUMMARY | | |
|---|---|---|
| LAND | BUILDING | TOTAL |
| 312,540 | 891,420 | 1,203,960 |
| Market | | |

| LOT SIZE | ACREAGE | USE |
|---|---|---|
| | 4.10 | 5870 |
| | | 5870 |

**OWNER NAME AND MAILING ADDRESS**

TGG HOSPITALITY GROUP LLC
500 GLEN GLADE

BRANDON MS 39047

**LEGAL DESCRIPTION**

APPROX 4.1 AC IN SW4 NE4
DEED- 2023 20079 09/14/2023

Market

Appraise 1.85 Highest comp was 4.60

SQ 7000LCP

## LAND INFORMATION

| | ROADS Quantity | UTILITIES Type | Desc. | Size | ZONE | Unit Price | Depth Factor | Corner Factor | Price Per Front Foot | Appraised Value |
|---|---|---|---|---|---|---|---|---|---|---|
| 0 | SQFT 4.10 | 2 | 1 | 78596.00X | | 1.75 | | | 1.75 | 312540 |

## BUILDING INFORMATION

Exempt Code:

| Bldg No | Type Structure | Number Of Rooms | Apartments | | Foundation Scale | Class | UNITS Class | Const | Total | AREA Base | Adjusted | Adjusted Rate | Cost Per Square Ft | Replacement Cost | Cond % | Year Built | Appraised Value | SL | TC | Old |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | REST | | | | SLAB | H/B+ | 78 | 150 | 228 | 4138 | 5446 | 103.33 | 118.83 | 774255 | 95 | 2025 | 735540 | 95 | 2 | |
| 2 | OHM | | | | | /A | | | | 256 | 256 | 19.38 | 22.29 | 5706 | 95 | 2025 | 5420 | 95 | 2 | |
| 3 | PC | | | | | /A | | | | 660 | 660 | 11.98 | 13.78 | 9095 | 95 | 2025 | 8640 | 95 | 2 | |
| 4 | GAZB | | | | | /A | | | | 176 | 176 | 12.13 | 13.95 | 2455 | 95 | 2025 | 2330 | 95 | 2 | |
| 5 | COMM | | | | PIER | L/D- | -5 | 66 | 61 | 299 | 377 | 21.64 | 24.89 | 15111 | 95 | 2025 | 14360 | 95 | 2 | |
| 6 | WDK | | | | | /G | | | | 2925 | 2925 | 18.86 | 21.69 | 63443 | 95 | 2025 | 60270 | 95 | 2 | |
| 7 | CONC | | | | | /A | | | | 1550 | 1550 | 6.82 | 7.84 | 12152 | 95 | 2025 | 11540 | 95 | 2 | |
| 8 | ASPH | | | | | /A | | | | 13500 | 13500 | 3.08 | 3.54 | 47790 | 95 | 2025 | 45400 | 95 | 2 | |
| 9 | LIGH | | | | | /A | | | | 2 | 2 | 167.00 | 492.05 | 4984 | 95 | 2025 | 4740 | 95 | 2 | |
| 10 | FENW | | | | | /A | | | | 120 | 120 | 24.22 | 27.85 | 3342 | 95 | 2025 | 3180 | 95 | 2 | |

## CONSTRUCTION INFORMATION

| EXTERIOR WALLS Bldg | Description | Units | ROOF TYPE Bldg | Description | Units | ROOF MATERIAL Bldg | Description | Units | FLOORS Bldg | Description | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | HD LAP /STN/VEN | 35 | | WD TR & WD DK | 13 | | SHT MTL STDG SEA | 9 | | STAINED CONCRET | 11 |
| 5 | HARDBOARD LAP | 24 | | FLAT SHED | 7 | | ENAM METAL | 8 | | PLYWOOD | 3 |

| INTERIOR WALLS Bldg | Description | Units | INTERIOR CEILING Bldg | Description | Units | PLUMBING Bldg | Description | Units | ELECTRICITY | Units | ADJUSTMENTS Bldg | Description | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | DRYWALL/WD PAN | 16 | | UNFINISHED | | | GOOD | 11 | MAXIMUM | 5 | | SPECIAL USE | 50 |
| 5 | UNFINISHED | | | DRYWALL | 15 | | AVERAGE | 8 | MINIMUM | 1 | | | |

## EXTRA FEATURES

| Bldg | Description | Units |
|---|---|---|
| 1 | 18/Comm. Fi | 17928 |
| 1 | RESTAURANT | 72775 |
| 1 | SPRINKLERS | 19825 |
| 1 | BLD TOTAL | 127107 |
| 5 | 5/Comm. Fix | 4980 |
| 5 | BLD TOTAL | 5727 |
| | TOTAL | 132834 |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented

# Edit Title Here

7/28/2025, 9:06:03 AM

Municipalities

Streets - US Census 2020

Parcels

Houses

Local Streets

Secondary

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Maxar, Microsoft

Rankin County
CMPDD

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented

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Maxar, Microsoft

Rankin County
CMPDD

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented

*R. RYAN NUNLEY, MAI*
*DBA: THE COLLECTIVE, INC.*
***Real Estate Appraiser & Consultant***
***Phone: (601) 259-3340 Email: nunley11@yahoo.com***

January 31, 2023

Pearl River Valley Water Supply District
Attn: Ms. Tammie Ballard, CFM
Director, Building and Permits Department
100 Reservoir Park Rd
Brandon, MS 39047

RE: Restricted Appraisal Report – Approximately 4.1-acre site along the north side of Spillway Road, west of Highway 471 – Brandon, Rankin County, Mississippi

Dear Ms. Ballard:

In accordance with your request, the subject property listed above has been inspected and the appraiser has reviewed appropriate data necessary for completing a Restricted Appraisal Report. The purpose of the report was to estimate the "market value" for the above referenced area to the client's need. This particular appraisal assignment is considered a "RESTRICTED APPRAISAL REPORT" for the above indicated party. The appraiser is of the opinion this appraisal has been completed in regards to the requirements of the Mississippi Real Estate Appraiser Licensing and Certification Act and also the Appraisal Institute which outlines the necessary process for completing restricted appraisals.

All data necessary to complete the appraisal process (in regard to the Restricted Appraisal Report Assignment) comply with Standards Rule 2-2(b) of the Uniform Standards of Professional Practice and has been retained in the work files. This restricted appraisal report may not be properly understood without additional information contained in the appraisers' work file. Some supporting market data is included in this report. Reliance on this report is limited to the client (Pearl River Valley Water Supply District), only.

After consideration of the factors that tend to influence value, my opinion of the market value of the fee simple interest of the previously referenced property, "as is" on the effective date, January 26, 2023, is:

| Market Value Opinion |
| --- |
| **$330,000** |
| *$1.85 per sf* |

Respectfully submitted,

R. Ryan Nunley, MAI
MS State Cert. #GA-1140



Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

## Purpose of the Appraisal

The purpose of the appraisal assignment is to submit a supported estimate of the market value of the fee simple interest in the real property described herein for the client. For the purpose of this report the "market value" is defined as follows:

*The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

1. *Buyer and seller are typically motivated;*
2. *Both parties are well informed or well advised, and each acting in what they consider their best interests;*
3. *A reasonable time is allowed for exposure in the open market;*
4. *Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
5. *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*[1]

### Intended Use of the Appraisal

This appraisal will be utilized by the client for leasing purposes.

### Effective Date of the Appraisal

The effective date of this appraisal is January 26, 2023.

### Valuation Scenarios

I have developed an opinion of the current fee simple market value for the subject property.

### Extraordinary Assumptions and/or Hypothetical Conditions

- **Extraordinary Assumptions:** None pertaining to this assignment.
- **Hypothetical Conditions:** None pertaining to this assignment.

### Previous Services

I have not provided valuation services regarding the subject property within the three-year period immediately preceding acceptance of this assignment.

[1] The Uniform Standards of Professional Appraisal Practice (USPAP), Copyright 1997 by the Appraisal Foundation, page 155.





Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

## Property Rights Appraised

I have formed an opinion of the market value of the fee simple interest, which is defined as follows:

> *Fee Simple Interest: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*[2]

## Recent History of Ownership

There are no known sales, listings, or contracts within the last three years.

## Scope of the Appraisal

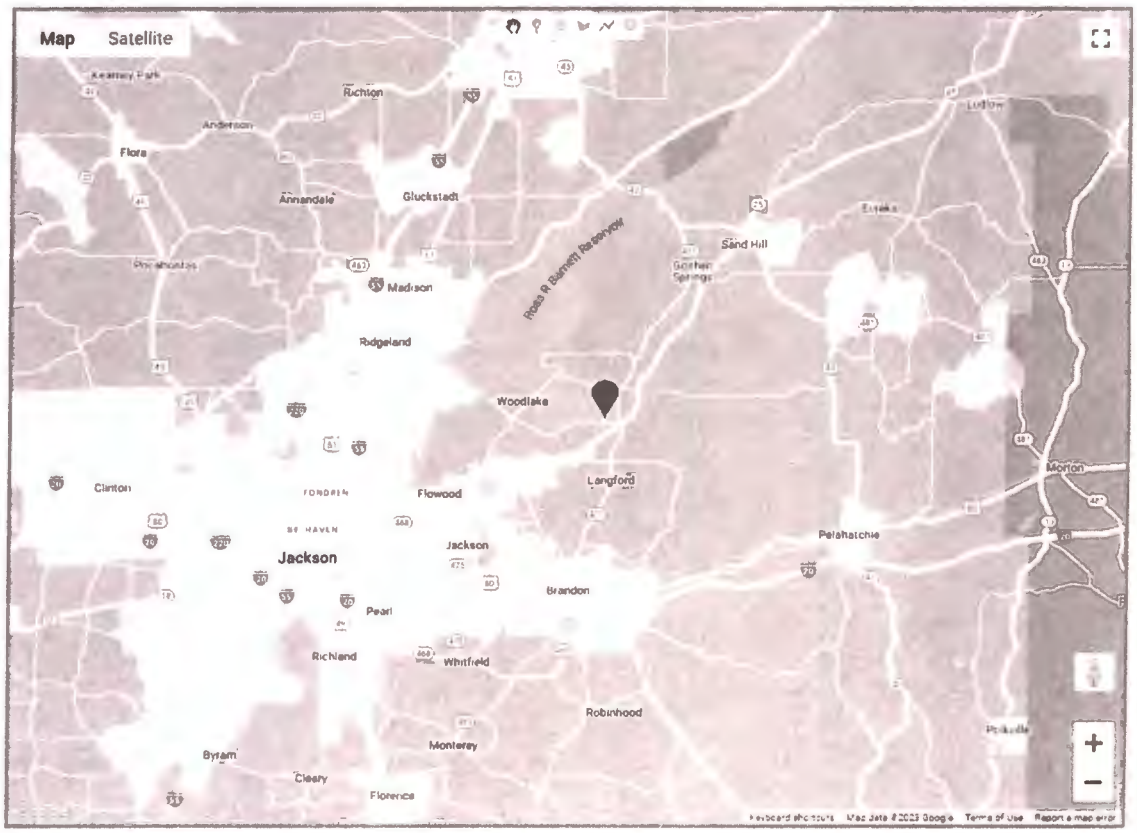
The subject property has been inspected and similar properties in the market area have been analyzed in order to estimate the current market value. The sales comparison approach is the only meaningful approach and has been carefully analyzed.

2 American Institute of Real Estate Appraisers, The Appraisal of Real Estate, Fourteenth Edition. (Chicago: American Institute of Real Estate Appraisers, 2013) Page 5



Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# Location Maps








Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

## Exposure Time and Marketing Period

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 6 to 12 months and 6 to 12 months, respectively, are considered reasonable and appropriate for the subject property.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# Site Description

| | |
|---|---|
| ***Location:*** | North side of Spillway Road, just west of Highway 471, Brandon, Rankin County, MS 39047 |
| ***Latitude/Longitude:*** | 32.3792237, -89.9765403 |
| ***Current Ownership:*** | Pearl River Valley Water Supply District |
| ***Parcel Number:*** | Part of Rankin County number J12-20 |
| ***Size:*** | 4.10± usable acres or 178,596± square feet |
| ***Legal Description:*** | The legal description for the subject property is provided in the Addenda. |
| ***Topography:*** | Generally level |
| ***Access:*** | Direct access is provided by the north side of Spillway Road |
| ***Zoning:*** | According to the PRVWSD Master Plan, the subject property is currently zoned Medium Density Residential.<br><br>R-1B, Medium Density Residential District (Rankin County) |
| ***Flood Data:*** | Per FEMA Flood Panel # 28121C0090F, dated June 9, 2014, the subject property is located within Zone AE, which has a 1.0% annual risk of flooding, and Zone X (shaded), which has a 0.2% annual risk of flooding. There appears to be a small portion in the northeastern corner of the site located within the Floodway, in which development is typically prohibited. The flood area for the subject property is subject to a qualified survey. |
| ***Utilities:*** | All necessary utilities are available to the site. |
| ***Highest and Best Use:*** | General commercial |

***Comments:*** The subject property is an approximately 4.10-acre site along the north side of Spillway Road, just west of Highway 471. The adjoining acreage to the subject property is vacant, undeveloped land; however, uses in the immediate area are primarily residential subdivisions including Waterpointe and Cliffview to the west and Bay Pointe and Fox Bay across the Barnett Reservoir to the north. The NWRAA Baseball fields are located just to the northeast along the east side of Hwy 471, and Pelahatchie Bay Trading Post along the west side of Hwy 471.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# SUBJECT PHOTOGRAPHS

Street view along Spillway Road facing west

Street view along Spillway Road facing east

General ground view of subject site facing north

Ground view of eastern boundary of subject site

General ground view of subject site facing northwest

General ground view of northern boundary of subject site

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# Land Valuation

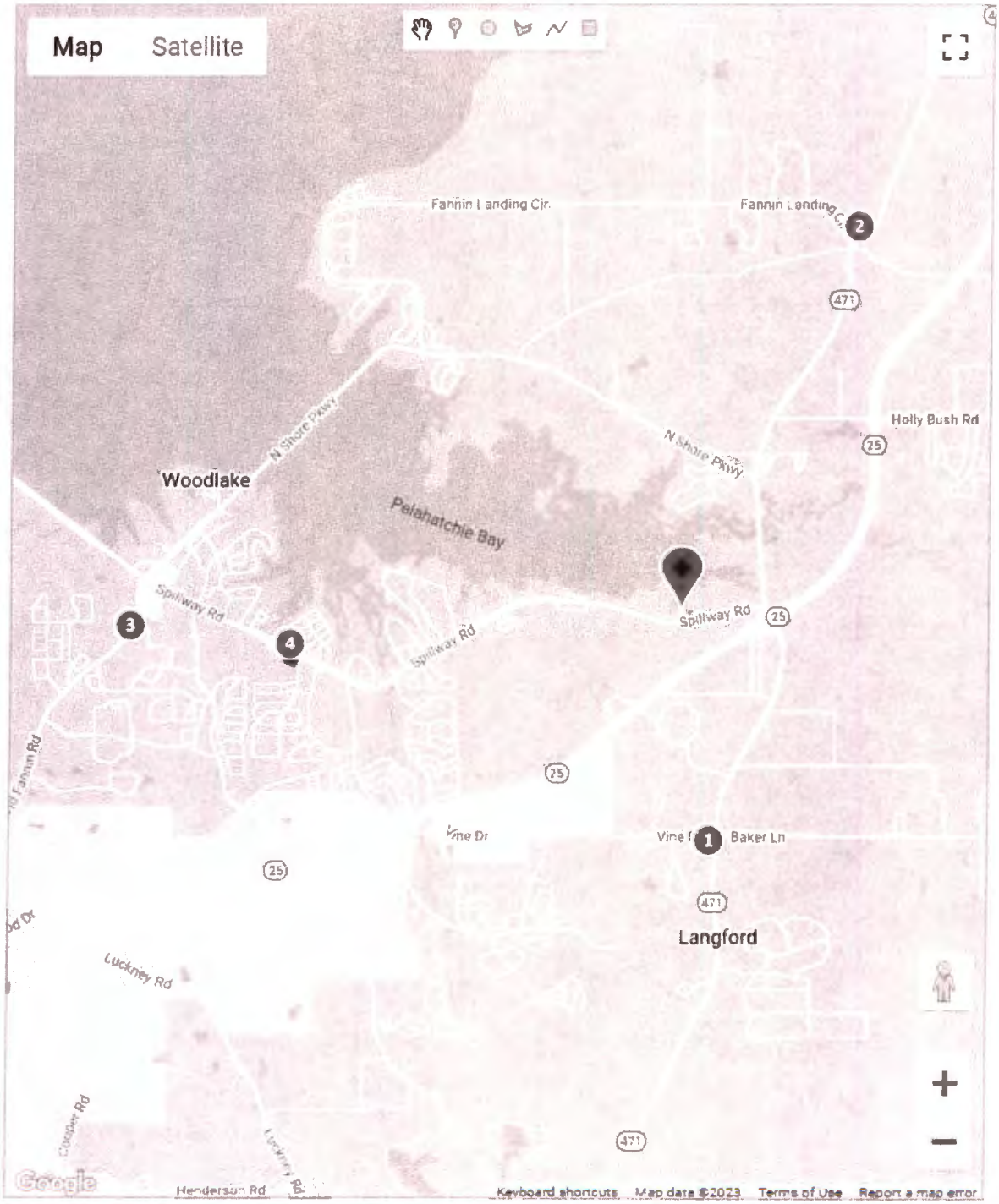
Site value is often estimated by using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, active listings, and pending contracts of properties similar to the subject. These sales are then adjusted appropriately for differences with the subject property on various elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, which is the premise that a buyer would not pay any more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

After carefully analyzing comparable land sales in the market area, the next step is adjusting the comparables for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures immediately after purchase, market conditions, location, and other physical characteristics. Superior elements of comparison are adjusted downward. Conversely, inferior elements of comparison are adjusted upward. A summary of the elements of comparison are as follows.

I have analyzed three land sales and one active listing in the northwest Rankin County submarket, which are presented on the following pages.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# COMPARABLE LAND SALES MAP




Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

Land Comparable Sales

## LAND SALE NO. 1

| | |
|---|---|
| **PROPERTY NAME:** | Power Substation |
| **LOCATION:** | Highway 471, Brandon, Rankin County, Mississippi |
| **LATITUDE/LONGITUDE:** | 32.3545565, -89.9732314 |
| **GRANTOR:** | The Peggy J. Graham Revocable Trust |
| **GRANTEE:** | Central Electric Power Association |
| **SALE DATE:** | February 26, 2018 |
| **DEED REFERENCE:** | Book 2018 Page 2964 |
| **LAND AREA:** | 5.14± usable acres or 223,898 square feet |
| **FLOOD RISK:** | Zone X (unshaded) |
| **ZONING:** | C-2, General Commercial |
| **ACCESS:** | Average |
| **TOPOGRAPHY:** | Sloping |
| **PARCEL TYPE:** | Mid-block |
| **UTILITIES:** | All necessary utilities available |
| **SALES PRICE:** | $400,000 |
| **UNADJ. PRICE PER UNIT:** | $77,821 per usable acre or $1.79 per usable square foot |

**COMMENTS:** This property adjoins the Marathon-brand gas/convenience store at the southwest corner of Vine Drive and Highway 471. The site was purchased with plans for a future power substation. According to MLS# 274104, the property was originally listed for $495,000 with 953 days on the market.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

## LAND SALE NO. 2

| | |
|---|---|
| **PROPERTY NAME:** | Fannin Property |
| **LOCATION:** | Northeast corner of Hwy 471 and Mount Helm Road<br>Brandon, Rankin County, Mississippi |
| **LATITUDE/LONGITUDE:** | 32.4174701, -89.9557049 |
| **GRANTOR:** | Moak Investment Properties, LLC |
| **GRANTEE:** | Charles Porter |
| **DATE:** | August 10, 2018 |
| **DEED REFERENCE:** | Book 2018 Page 17155 |
| **LAND AREA:** | 1.12± usable acres or 48,787± square feet |
| **FLOOD RISK:** | Zone X (unshaded) |
| **ZONING:** | C-2, General Commercial (Rankin County) |
| **ACCESS:** | Good |
| **TOPOGRAPHY:** | Level |
| **PARCEL TYPE:** | Corner |
| **UTILITIES:** | All necessary utilities are available to the site. |
| **SALES PRICE:** | $130,000 |
| **ADJUSTED PRICE PER UNIT:** | $2.66 per square foot |

**COMMENTS:** This property is located at the northeast corner of Hwy 471 and Mount Helm Road in the Fannin area of Brandon, MS. The site was purchased for future development by the adjoining user to the south, who owns and operates The Landing Plant & Feed.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

## LAND SALE NO. 3

| | |
|---|---|
| **PROPERTY NAME:** | Strong Point Self-Storage Site Acquisition |
| **LOCATION:** | East side of Old Fannin Road<br>Brandon, Rankin County, Mississippi |
| **LATITUDE/LONGITUDE:** | 32.3765825, -90.0437404 |
| **GRANTOR:** | Spann Land, LLC |
| **GRANTEE:** | Tower Storage of Flowood, LLC |
| **SALE DATE:** | July 3, 2019 |
| **DEED REFERENCE:** | Book 2019 Page 14690 |
| **LAND AREA:** | 4.70± usable acres or 204,732± square feet |
| **FLOOD RISK:** | Zone AE |
| **ZONING:** | C-2, Restricted Commercial District (City of Flowood) |
| **ACCESS:** | Average |
| **TOPOGRAPHY:** | Level |
| **PARCEL TYPE:** | Mid-block |
| **UTILITIES:** | All necessary utilities are available to the site. |
| **SALES PRICE:** | $820,000 |
| **ADJUSTED PRICE PER UNIT:** | $4.01 per square foot |

**COMMENTS:** This property is located along the east side of Old Fannin Road, just south of Spillway Road in Rankin County, MS near the Barnett Reservoir. The site was purchased for the development of a self-storage facility currently under construction.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

## LAND LISTING NO. 4

| | |
|---|---|
| **LOCATION:** | South side of Spillway Road<br>Brandon, Rankin County, Mississippi |
| **LATITUDE/LONGITUDE:** | 32.3747355, -90.0245012 |
| **ASSESSED OWNER:** | Gulf South Trading, Co. |
| **LISTING DATE:** | June 4, 2021 |
| **LAND AREA:** | 1.36± usable acres or 59,231 usable square feet |
| **FLOOD RISK:** | Zone X, Unshaded |
| **ZONING:** | P-1, Restricted Business/Professional District |
| **ACCESS:** | Average |
| **TOPOGRAPHY:** | Generally level |
| **PARCEL TYPE:** | Mid-block |
| **UTILITIES:** | All necessary utilities available |
| **LISTING PRICE:** | $475,000 |
| **ADJUSTED PRICE PER UNIT:** | $349,265 per usable acre or $8.02 per usable square foot |

**COMMENTS:** This property is along the south side of Spillway Road, just west of Bellegrove Blvd in Brandon, MS. According to MLS# 1341168, the property has been on the market for over 600 days.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

## Land Sale Comparison Analysis

| Comp Number | Date | Size (AC) | Price per SF |
|---|---|---|---|
| One | 2/26/2018 | 5.14 | $1.79 |
| Two | 8/10/2018 | 1.12 | $2.66 |
| Three | 7/3/2019 | 4.70 | $4.01 |
| Listing Four | Listing | 1.36 | $8.02 |
| Subject | N/A | 4.10 | N/A |

I have identified three sales and one active listing of similar land properties in the northwest Rankin County submarket, which are summarized in the table above. The land sales range from $1.79 to $4.01 per square foot with an average price of $4.12 per square foot, and a median price of $3.34 per square foot.

Market conditions for land properties have been improving over the last several years with recent sales confirming this trend. Consequently, a 2.00% annual market conditions adjustment has been warranted to each sale, excluding Listing 4. Sale One (1) is a commercially zoned lot along the west side of Highway 471, just south of Vine Drive. Sale One has similar exposure but is not located in a flood zone, which warrants a downward adjustment. Sale Two (2) has similar location, but is significantly smaller and not located in a flood hazard area, both of which warrant downward adjustments. Sale 3 is located along the east side of Old Fannin Road in an area with significantly superior exposure and surrounding development, and is also not located in a flood zone, both of which warrant downward adjustments. Listing 4 is located along Spillway Road nearer the core commercial area with superior exposure, is smaller in size, and is also not located in a flood zone, all of which warrant downward adjustments. The listing also warrants a downward adjustment for Conditions of Sale.

## Conclusion

After analyzing the adjusted sales for their differences, it is my opinion that the unit value for the subject property is as follows:

| | |
|---|---|
| 4.10± acres (178,596± sf) X $1.85 per sf = | $330,403 |
| **Indicated As Is Fee Simple Market Value (rounded)=** | **$330,000** |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# General Assumptions and Limiting Conditions

1) This restricted report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an appraisal report. It presents only brief discussions of the data, reasoning, and analysis that were used in the appraisal process to develop our opinion of value, and the depth of discussion is specific to the needs of the client and for the intended uses stated in the report. Supporting documentation concerning the data, reasoning, and analyses is retained in my files. I am not responsible for the unauthorized use of this report.
2) No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3) The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4) Responsible ownership and competent management are assumed unless otherwise stated in this report.
5) The information furnished by others is believed to be reliable. However, no warranty is granted for its accuracy.
6) All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8) It is assumed that there is full compliance with all applicable federal, state, and environmental regulations and laws unless otherwise stated in this report.
9) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the report.
10) It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national government have been obtained.
11) Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee for accuracy is expressed or implied unless otherwise stated in this report.
12) It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and there is no encroachment or trespass unless otherwise stated in this report.
13) I am not qualified to detect hazardous waste and/or toxic materials. Any comment that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of



Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. My opinion of value is predicated on the assumption that there is not such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The descriptions and resulting comments are the result of routine observations made during the appraisal process.

14) Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15) Any proposed improvements are assumed to be complete in a good workmanlike manner in accordance with the submitted plans and specifications.

16) The distribution, if any, of the total valuation in this report between land and improvements applies only under the state program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without our written consent and, in any event, only with proper written qualification and only in its entirety.

18) Neither all nor any part of the contents of this report (especially any conclusions as to value, my identity, or the firm(s) with which I am connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without my prior written consent and approval.

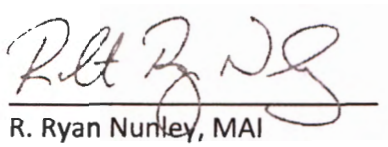
19) The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# Certification – R. Ryan Nunley, MAI

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. R. Ryan Nunley has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



R. Ryan Nunley, MAI
MS State Cert. #GA-1140

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# ADDENDA

# LEGAL DESCRIPTION

LEGAL DESCRIPTION

SPILLWAY ROAD ±4.1 ACRE PARCEL

SECTION 10, TOWNSHIP 6 NORTH, RANGE 3 EAST

RANKIN COUNTY, MISSISSIPPI

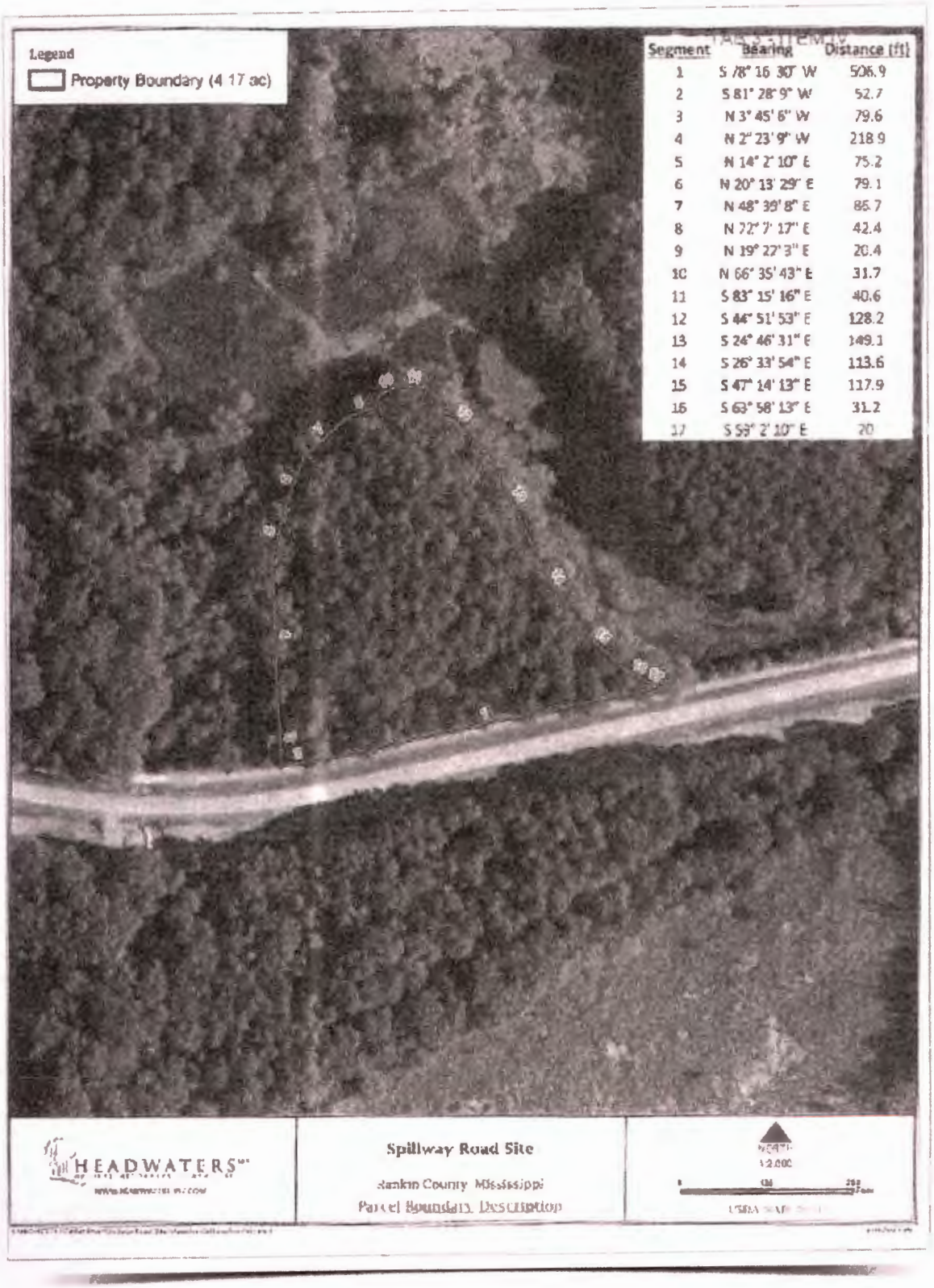
BEGINNING at a point representing the southeast corner of the northeast quarter of Section 10, Township 6 North, Range 3 East, Rankin County, Mississippi, run N 86° 6' 31" W for 1853.4 feet to the "Point of Beginning".

From the "Point of Beginning", run S 78° 16' 30" W for 506.9 feet, thence run S 81° 28' 9" W for 52.7 feet, thence run N 3° 45' 6" W for 79.6 feet, thence run N 2° 23' 9" W for 218.9 feet, thence run N 14° 2' 10" E for 75.2 feet, thence run N 20° 13' 29" E for 79.1 feet, thence run N 48° 39' 8" E for 86.7 feet, thence run N 72° 7' 17" E for 42.4 feet, thence run N 19° 22' 3" E for 20.4 feet, thence run N 66° 35' 43" E for 31.7 feet, thence run S 83° 15' 16" E for 40.6 feet, thence run S 44° 51' 53" E for 128.2 feet, thence run S 24° 46' 31" E for 149.1 feet, thence S 26° 33' 54" E for 113.6 feet, thence run S 47° 14' 13" E for 117.9 feet, thence run S 63° 58' 13" E for 31.2 feet, thence run S 59° 2' 10" E for 20.0 feet to the "Point of Beginning".

The above described parcel of land contains approximately 4.1 acres located entirely within Section 10, Township 6 North, Range 3 East, Rankin County, Mississippi.

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

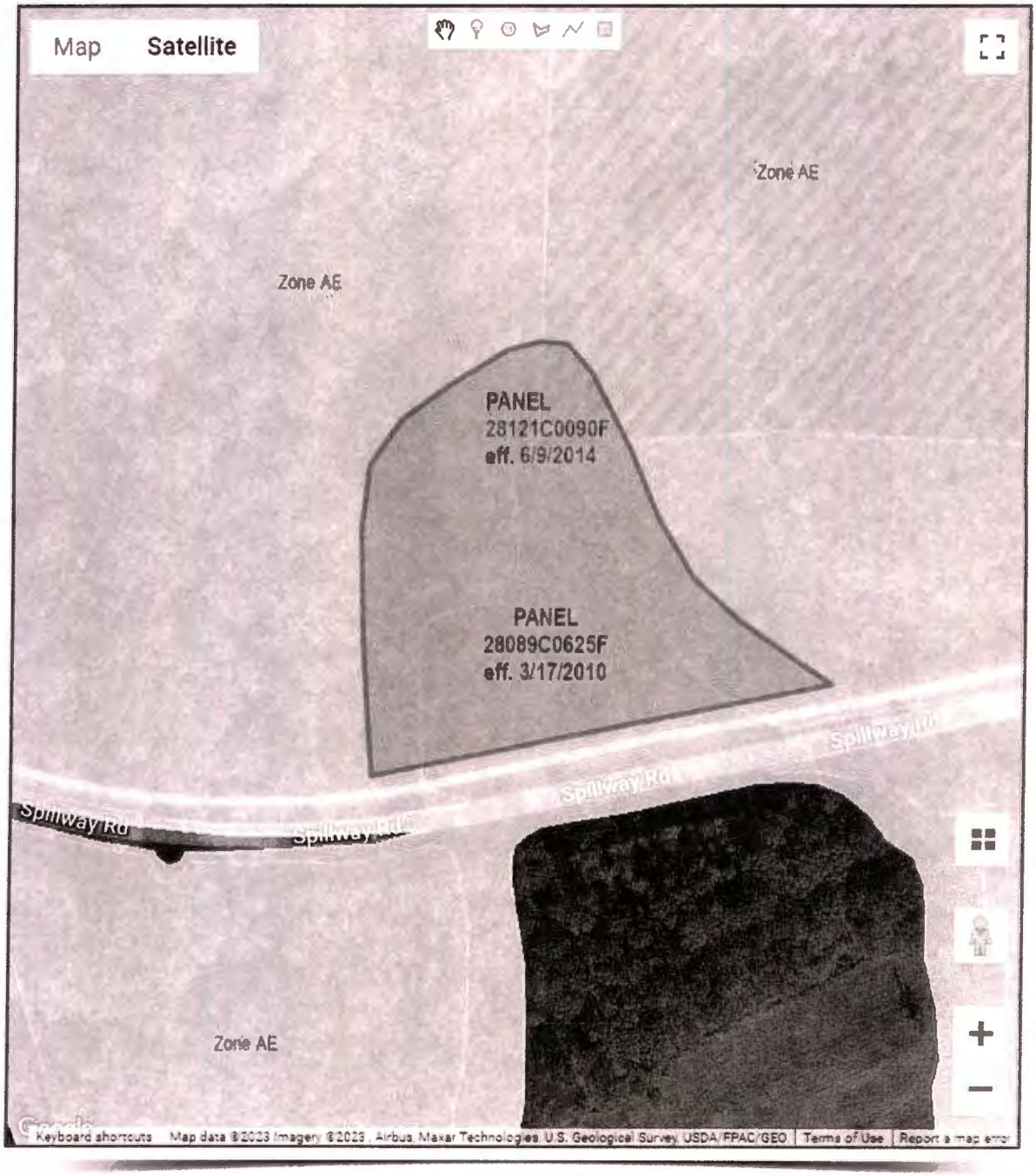
# SURVEY






Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# FLOOD MAP




Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

# PROPERTY RECORD CARD

Date Printed 08/14/2025

2026 Rankin Cnty Future Tax Da

Card 001 of 001

PPIN 79181 Sketch 01

**PARCEL IDENTIFICATION NUMBER**

K16 000044 00010

PREVIOUS TAX NO. 212 STR 30-08 -04

**PROPERTY ADDRESS**

4269 HWY 43 N

**SALES INFORMATION**

| Date Acquired | Consideration | Book | Page |
|---|---|---|---|
| / / | | | |

**CARD APPRAISAL SUMMARY**

| LAND | BUILDING | TOTAL |
|---|---|---|
| 899,510 | 321,590 | 1,221,100 |
| Market | | |

| LOT SIZE | ACREAGE | USE |
|---|---|---|
| | 5.90 | 7440 |
| | | 7440 |

**OWNER NAME AND MAILING ADDRESS**

TWK PROPERTIES LLC
P O BOX 452

CARTHAGE MS 39051

**LEGAL DESCRIPTION**

5.899 AC IN W2 SEC 30
DEED- 2015 13600 07/08/2015
DEED- 2014 11953 06/25/2014

Market

SQFT X

**LAND INFORMATION**

| | ROADS Quantity | UTILITIES Type | Desc. | ZONE Size | Unit Price | Depth Factor | Corner Factor | Price Per Front Foot | Appraised Value |
|---|---|---|---|---|---|---|---|---|---|
| O | SQFT 5.90 | 2 | 25 | 7004.00X | 3.50 | | | 3.50 | 899510 |

**BUILDING INFORMATION**

Exempt Code:

| Bldg No | Type Structure | Number Of Rooms | Apartments | | Foundation Scale | Class | UNITS Class | Const | Total | AREA Base | Adjusted | Adjusted Rate | Cost Per Square Ft | Replacement Cost | Cond % | Year Built | Appraised Value | SL | TC | Old |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | CHPS | | | | | /L | | | | 31 | 31 | 279.00 | 620.85 | 81246 | 60 | 2016 | 48750 | 80 | 2 | |
| 2 | CAB | | | | PIER | H/D+ | 5 | 108 | 113 | 550 | 849 | 61.08 | 70.24 | 72386 | 95 | 2022 | 68770 | 95 | 2 | |
| 3 | CAB | | | | PIER | H/D+ | 5 | 108 | 113 | 550 | 849 | 61.08 | 70.24 | 72386 | 95 | 2022 | 68770 | 95 | 2 | |
| 4 | CAB | | | | PIER | H/D+ | 5 | 108 | 113 | 550 | 849 | 61.08 | 70.24 | 71208 | 95 | 2022 | 67650 | 95 | 2 | |
| 5 | CAB | | | | PIER | H/D+ | 5 | 108 | 113 | 550 | 849 | 61.08 | 70.24 | 71208 | 95 | 2022 | 67650 | 95 | 2 | |

**CONSTRUCTION INFORMATION**

| EXTERIOR WALLS Bldg | Description | Units | ROOF TYPE Bldg | Description | Units | ROOF MATERIAL Bldg | Description | Units | FLOORS Bldg | Description | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | WOOD & SHEETING | 33 | | GABLE | 8 | | SHT MTL STDG SEA | 9 | | HARDWOOD | 12 |
| 3 | WOOD & SHEETING | 33 | | GABLE | 8 | | SHT MTL STDG SEA | 9 | | HARDWOOD | 12 |
| 4 | WOOD & SHEETING | 33 | | GABLE | 8 | | SHT MTL STDG SEA | 9 | | HARDWOOD | 12 |
| 5 | WOOD & SHEETING | 33 | | GABLE | 8 | | SHT MTL STDG SEA | 9 | | HARDWOOD | 12 |

| INTERIOR WALLS Bldg | Description | Units | INTERIOR CEILING Bldg | Description | Units | PLUMBING Bldg | Units | ELECTRICITY | Units | ADJUSTMENTS Bldg | Description | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | WOOD PANEL | 35 | | | | AVERAGE | 8 | AVERAGE | 3 | | | |
| 3 | WOOD PANEL | 35 | | | | AVERAGE | 8 | AVERAGE | 3 | | | |
| 4 | WOOD PANEL | 35 | | | | AVERAGE | 8 | AVERAGE | 3 | | | |
| 5 | WOOD PANEL | 35 | | | | AVERAGE | 8 | AVERAGE | 3 | | | |

**EXTRA FEATURES**

| Bldg | Description | Units |
|---|---|---|
| 2 | 4/Comm. Fix | 3984 |
| 2 | H CLASS BUI | 7105 |
| 2 | BLD TOTAL | 12752 |
| 3 | 4/Comm. Fix | 3984 |
| 3 | H CLASS BUI | 7105 |
| 3 | BLD TOTAL | 12752 |
| 4 | 4/Comm. Fix | 3984 |
| 4 | H CLASS BUI | 6081 |
| 4 | BLD TOTAL | 11574 |
| 5 | 4/Comm. Fix | 3984 |
| 5 | H CLASS BUI | 6081 |
| 5 | BLD TOTAL | 11574 |
| | TOTAL | 48652 |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented

# SKETCH/AREA TABLE ADDENDUM

DATE 6/21/2024 PPIN 79181

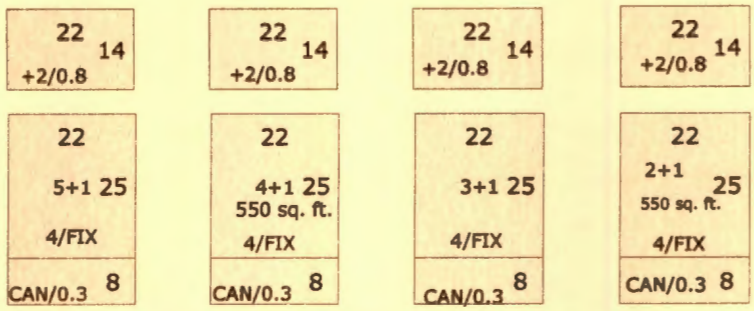
SUBJECT

PARCEL K16-44 10
CITY RESERVOIR STATUS MW YEAR 2022 APPR MW
OWNER TWK PROP LLC
CLIENT SUNSET MARINA RV PARK ADDRESS 4269 HWY 43 N
APPRAISER NAME MW INSPECTION DATE 6/21/2024

IMPROVEMENTS SKETCH

R V PARK HOOK UPS

2022 ROLL
31




Scale: 1" =

AREA CALCULATIONS

## AREA CALCULATIONS SUMMARY

| Code | Description | Factor | Net Size | Perimeter | Net Totals |
|---|---|---|---|---|---|
| 02100 | Base 1 | 1.00 | 550 | 94 | 550 |
| 02000 | 0.8+2/0.8 | 0.80 | 246 | 72 | 246 |
| 02100 | CN/CAN/0.3 | 0.30 | 53 | 60 | 53 |
| 03100 | 3+1 | 1.00 | 550 | 94 | 550 |
| 03000 | 0.8+2/0.8 | 0.80 | 246 | 72 | 246 |
| 03100 | CN/CAN/0.3 | 0.30 | 53 | 60 | 53 |
| 04100 | 4+1 | 1.00 | 550 | 94 | 550 |
| 04000 | 0.8+2/0.8 | 0.80 | 246 | 72 | 246 |
| 04100 | CN/CAN/0.3 | 0.30 | 53 | 60 | 53 |
| 05100 | 5+1 | 1.00 | 550 | 94 | 550 |
| 05000 | 0.8+2/0.8 | 0.80 | 246 | 72 | 246 |
| 05100 | CN/CAN/0.3 | 0.30 | 53 | 60 | 53 |

| Comment Table 1 | |
|---|---|
| | |
| **Comment Table 2** | **Comment Table 3** |
| | |

Attachment: Protest Hearing for Sunset Marina at 43 LLC & TWK Properties, Parcel K16-42, represented by Jeffrey Webb - Documents

COPY

ORDER OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

IN THE MATTER OF THE HOMESTEAD EXEMPTION GRANTED TO THE TAXPAYER(S) LISTED ON THE OTHER SIDE OF THIS FORM.

ORDER

This day came on for hearing and consideration by the Board of Supervisors of RANKIN County, Mississippi, petition of

STACI MCNINCH

for adjustment(s) in the homestead exemption(s) previously granted to said taxpayer(s) on the page and line on said 2024 Homestead Exemption Supplemental Roll as shown in said petition.

And is appearing to the Board of Supervisors from the evidence, both oral and documentary, offered in support of said adjustment(s) that the exemption(s) should be adjusted.

IT IS THEREFORE ORDERED by the Board of Supervisors of RANKIN County, Mississippi, that the adjustment(s) on the other side of this form be adopted for the year 2024 .

IT IS FURTHER ORDERED, that the Clerk of this Board certify two copies of this order to the State Tax Commission, for its approval or disapproval; and if the foregoing order be approved by the State Tax Commission, the Clerk of this Board is hereby authorized and directed to change the copy of the Homestead Exemption Supplemental Roll in his office, and the Tax Collector of this County is hereby authorized and directid to change the copy in his possession, to conform with the provisions of this order.

Ordered and adjudged this the

15th day of August , 2025 .

signed _____

**CLERK'S CERTIFICATE**

I, MARK SCARBOROUGH , Clerk of the Board of Supervisors of RANKIN County, Mississippi, do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors.

Witness my hand and official seal, this the 15th day of August , 2025 .

_____

Clerk of the Board of Supervisors

CHANCERY CLERK RANKIN COUNTY, MS

Attachment: Petitions to Adjust 2024 Homestead Exemption Supplemental Roll (22116 : Petitions to Adjust 2024 Homestead Exemption Supplemental Roll)

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

# PETITION TO ADJUST EXEMPTION ON HOMESTEAD EXEMPTION SUPPLEMENTAL ROLL

YEAR 2024

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

**ADDITION** ☒ **DELETIONS** ☐

**COUNTY** RANKIN **SCHOOL DISTRICT** RANKIN **MUNICIPALITY** BRANDON

| NAME | PARCEL NUMBER | # OF ACRES | VALUE OF LAND | VALUE OF BUILDING | REGULAR VALUE ALLOWED | ADDITIONAL VALUE ALLOWED | MUNICIPAL $ AMOUNT EXEMPT | REASON FOR ADJUSTMENT |
|---|---|---|---|---|---|---|---|---|
| TURNER, ROBERT A & DIANE M | H9D 6 20 | LOT | 4000 | 18968 | 0 | 7500 | 247.50 | AMENDED |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

**INSTRUCTIONS**

PAGE & LINE NUMBERS ARE NOT REQUIRED

If this page is being used to **"ADD"** an entry to the Homestead Exemption Supplemental Roll, fill out the above information as it **"SHOULD"** appear on the original supplemental roll.

If this page is being used to **"DELETE"** an entry from the Homestead Exemption Supplemental Roll, fill out the above information **"EXACTLY"** as it appears on the original supplemental roll.

FOR MSTC USE ONLY

Total Net Effect of adjustments

(Initial & date)

Attachment: Petitions to Adjust 2024 Homestead Exemption Supplemental Roll (22116 : Petitions to

Form 60-994 (Rev 09/20)

# APPLICATION FOR CERTIFICATION

of RANKIN County for the fiscal year of 2025 - 2026 for authority to expend the one (1) mill according to Section 27-39-239(2)(b) Miss. Code Ann., as amended.

I. Lien date for property rolls January 1, 2025 date.

II. Method of maintaining mapping:

A. A contract was let with _____ in accordance with Department of Revenue's rules, regulations and guidelines which requires that all recorded deeds be mapped, and all necessary corrections and adjustments be made according to the Department of Revenue's manuals, guidelines and regulations. (Copy of contract attached.)

**OR**

B. A plan to maintain mapping in-house has been devised in accordance with the law and the Department of Revenue's rules, regulations and guidelines and the following named county employees have the necessary knowledge and expertise to perform the required maintenance. (Copy of plan attached.)

DAVID GUNTER
JEREMY VERTUCCI
ROBBIE REEVES

III. Method of maintaining the real property appraisals:

A. A contract was let with _____ in accordance with the Department of Revenue's rules, regulations and guidelines which requires that all real property has been viewed and any change to real property has been made on the property record cards and new values calculated to reflect true value of the tax roll. (Copy of contract attached.)

**OR**

B. A plan to maintain the appraisal in-house has been devised in accordance with the law and the Department of Revenue's rules, regulations and guidelines and the following named county employees have the necessary knowledge and expertise to make the changes on the property record cards as they are found in the field and to calculate new values on the tax roll. (Copy of plan attached.)

BRETT BUSICK, JOHNNY JONES, BRENT SMITH, MARK WROTEN

Attachment: Authority to Expend One (1) Mill Application for FY2025-2026 (22118 : Request Approval of Application for FY2025-2026 for

C. Roll year 1998, or year set by Department of Revenue served as the benchmark year for a four-year update cycle of the real property in each county according to Section 27-35-113 Miss Code Ann. and Department of Revenue Rule 6. The above named county last updated the real property during Roll Year 2024 , and under the requirements of Section 27-35-113 Miss Code Ann. and Department of Revenue Rule 6 will be required to update again on or before Roll Year 2028 .

IV. Maintenance of business personal property:

A. A contract was let with STATEWIDE APPRAISAL in accordance with the Department of Revenue's rules, regulations and guidelines for the maintenance of all the appraisals of business personal property.(Copy of contract attached.)

**OR**

B. A plan to maintain the appraisal in-house has been devised in accordance with the law and the Department of Revenue's rules, regulations, and guidelines. The following named county employees have the knowledge and expertise to keep the personal property roll up-to-date. (Copy of plan attached.)

KRISTY LEWIS
ISABEL MADDOX

V. Certified appraiser according to Section 27-3-52 Miss. Code Ann.

A. "Counties having not more than five thousand (5,000) applicants for homestead exemption shall have at least one (1) certified appraiser."

B. "Counties having more than five thousand (5,000) applicants for homestead exemption shall have at least two (2) certified appraisers."

Give the number of homestead applicants for this year. 41900

A. (1) Certified Appraiser required _____

B. (2) Certified Appraisers required 2

BRETT BUSICK
BRENT SMITH

JOHNNY JONES
MARK WROTEN

Attachment: Authority to Expend One (1) Mill Application for FY2025-2026 (22118 : Request Approval of Application for FY2025-2026 for

STATE OF MISSISSIPPI

COUNTY OF RANKIN

SID SCARBROUGH, being first duly sworn deposes, and says, that he/she is the President of the RANKIN County Board of Supervisors and that the Board of Supervisors of RANKIN County shall adopt the property values reflected by the appraisal completed as of the lien date in conformity with Section 27-35-50(2)(5) Miss. Code Ann.

Assessor

President of Board

Sworn and subscribed before me this 15th day of August, 20 25.

Jessica Flood

★ STATE OF MISSISSIPPI ★
JESSICA FLOOD, NOTARY PUBLIC
RANKIN COUNTY
MY COMMISSION EXPIRES APRIL 29, 2026
COMMISSION NUMBER 108725
(SEAL)

STATE OF MISSISSIPPI

COUNTY OF Rankin

I, Mark S. Scarborough Chancery Clerk in and for said county and state aforesaid, hereby certify that the within and foregoing has been recorded in Book N/A, Page N/A of the Supervisor's Minute Records on file in the office of said Clerk.

Given under my hand and official seal of office this the 15th day of August, 20 25

Chancery Clerk

CHANCERY CLERK
(SEAL)
RANKIN COUNTY, MS

Attachment: Authority to Expend One (1) Mill Application for FY2025-2026 (22118 : Request Approval of Application for FY2025-2026 for

★ STATE OF MISSISSIPPI ★
JESSICA FLOOD, NOTARY PUBLIC
RANKIN COUNTY
MY COMMISSION EXPIRES APRIL 29, 2026
COMMISSION NUMBER 108725

Attachment: Authority to Expend One (1) Mill Application for FY2025-2026 (22118 : Request Approval of Application for FY2025-2026 for

STACI McNINCH
Tax Assessor
Rankin County

211 East Government Street
Suite C
Brandon, Mississippi 39042

601-825-1470
601-355-0527
Fax 601-824-2457

August 12, 2025

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

Re: New Life Women's Home, Inc.
Parcel Number(s): K11 2 10 PPIN: 73520

Gentlemen,

New Life Women's Home, Inc. requests the Rankin County Board of Supervisors grant non-profit exempt status under Miss. Code Ann. Sections 27-31-1 on the real property located at 959 Andrew Chapel Rd, Brandon, Mississippi for tax year 2026.

Please find the information attached for your review and consideration.

Sincerely,

Staci D. McNinch
Rankin County Tax Assessor

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

**NON-PROFIT ORGANIZATION**
**APPLICATION FOR TAX EXEMPTION**

**Instructions:**
**Before you apply for a Tax Exemption please read the attached Qualifications for Tax Exemption in Mississippi (§27-31-1, et seq., MS Code of 1972 Annotated), and then answer the following questions to be considered for Tax Exemption:**

1. **APPLICANT FOR TAX EXEMPTION:** New Life Women's Home
2. **ADDRESS OF PROPERTY:** 959 Andrew Chapel Rd. Brandon, MS
3. **PARCEL #:** K11 000002 00010 Sec 19
4. **DATE PROPERTY ACQUIRED:** 6/30/2025
5. **REASON FOR TAX EXEMPTION:** Non-Profit 501(c) 3
6. **IF THE EXEMPTION CLAIM IS FOR A CHURCH PLEASE CONSIDER THE FOLLOWING CODE SECTION 79-11-33 MS CODE OF 1972 ANNOTATED:**

*A religious society, ecclesiastical body and/or any congregation thereof may hold and own the following real property, **but no other**:*

*a. A building used as a place of worship with a reasonable quantity of ground annexed thereto;*
*b. A quantity of ground annexed to the building used as a place of worship and used as a parish house; a community facility; a Sunday school facility; an educational facility; or for the care of children on a non-profit basis;*
*c. As a hospital or infirmary together with a reasonable amount of ground annexed thereto;*
*d. All buildings used as a school or college or seminary of learning;*
*e. All buildings used for an orphan asylum or institution;*
*f. All buildings used for a campground or assembly for religious purposes;*
*g. Lands for a cemetery of sufficient dimensions;*
*h. All buildings and grounds used for denominational headquarters and/or administrative purposes;*
*i. Any land which is maintained and used as a parking lot for the convenience of the members of the congregation, church, cathedral, mission, or other unit or administrative unit from which the society receives NO REVENUE, fee, charge or assessment.*

1

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Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

7. IF THE EXEMPTION CLAIM IS FOR A CHURCH WHICH OF THE ABOVE QUALIFIES THE CHURCH PROPERTY FOR TAX EXEMPTION:

N/A

8. IF THE EXEMPTION CLAIM IS FOR A CHURCH ARE ALL PROPERTIES CLAIMED ANNEXED TO THE CHURCH: YES/NO;

9. IF THE EXEMPTION CLAIM IS FOR A CHURCH AND THE PROPERTY CLAIMED FOR EXEMPTION IS NON-CONTIGUOUS OR NOT ANNEXED TO THE CHURCH PROPERTY WHAT IS THE PURPOSE FOR THE EXEMPTION AND IS THE PURPOSE FOR A NON-PROFIT BENEFIT:

N/A

10. IF THE EXEMPTION CLAIM IS FOR A NON-PROFIT PLEASE PROVIDE THE IRS EXEMPTION LETTER OR PROVIDE THE IRS EXEMPTION #:
93-1841559

11. IS THE NON-PROFIT INCORPORATED: YES/NO: Yes

12. IF YES ATTACH COPY OF CHARTER FROM MS SEC OF STATE:

13. If your organization is receiving rent or some equivalent thereof for use of some of all of the real property for which you are requesting an exemption, please provide the amount of rent collected and what percentage of the property is being rented or leased;

N/A

14. If your organization is allowing other groups to use the property for a fee, please provide a detailed description of the groups utilizing the property, the fees associated with that usage, and the estimated percentage of the calendar year when the property is utilized by other organizations;

N/A

15. If your organization provides services for a fee, please describe the fee structure and identify what portion of your clientele (a) pay a reduced fee and/or (b) do not pay any fee for the service;

N/A



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Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

16. Review the attached copy of Mississippi statute (Section 27-31-1) and list the specific section of that law that applies to your organization; D

17. Please attach or enclose any other information that will support your Application for tax exemption status.

The undersigned, individual owner(s) of the property (the Pastor and one Deacon if a Church, or the church Business Manager), or an authorized officer of the company that owns the property, certifies that, to the best of his/her knowledge, no information contained hereinabove or in the attachments hereto is false in any way and that all information is truly descriptive of the property and the development for which this application for tax exemption is being submitted.

**OWNER OR AUTHORIZED REPRESENTATIVE:**

Michael Vecchio
Print Name

PASTOR

DEACON

New Life Women's Home
Company or Organization Name

COO
Title

479 276 7955
Telephone

MVecchio@projecthopeic.net
Email Address

Signature

7/23/25
Date



Scanned with CamScanner

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

# Miss. Code Ann. § 27-31-1

- Mississippi Code 1972 Annotated
- Title 27. Taxation and Finance (§§ 27-1-1 — 27-117-15)
- Chapter 31. Ad Valorem Taxes—General Exemptions (§§ 27-31-1 — 27-31-117)
- In General (§§ 27-31-1 — 27-31-50)

## § 27-31-1. Exempt property.

The following shall be exempt from taxation:
(a) All cemeteries used exclusively for burial purposes.
(b) All property, real or personal, belonging to the State of Mississippi or any of its political subdivisions, except property of a municipality not being used for a proper municipal purpose and located outside the county or counties in which such municipality is located. A proper municipal purpose within the meaning of this section shall be any authorized governmental or corporate function of a municipality.
(c) All property, real or personal, owned by units of the Mississippi National Guard, or title to which is vested in trustees for the benefit of any unit of the Mississippi National Guard; provided such property is used exclusively for such unit, or for public purposes, and not-for-profit.
(d) All property, real or personal, belonging to any religious society, or ecclesiastical body, or any congregation thereof, or to any charitable society, or to any historical or patriotic association or society, or to any garden or pilgrimage club or association and used exclusively for such society or association and not for profit; not exceeding, however, the amount of land which such association or society may own as provided in Section 79-11-33. All property, real or personal, belonging to any rural waterworks system or rural sewage disposal system incorporated under the provisions of Section 79-11-1. All property, real or personal, belonging to any college or institution for the education of youths, used directly and exclusively for such purposes, provided that no such college or institution for the education of youths shall have exempt from taxation more than six hundred forty (640) acres of land; provided, however, this exemption shall not apply to commercial schools and colleges or trade institutions or schools where the profits of same inure to individuals, associations or corporations. All property, real or personal, belonging to an individual, institution or corporation and used for the operation of a grammar school, junior high school, high school or military school. All property, real or personal, owned and occupied

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Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

by a fraternal and benevolent organization, when used by such organization, and from which no rentals or other profits accrue to the organization, but any part rented or from which revenue is received shall be taxed.
(e) All property, real or personal, held and occupied by trustees of public schools, and school lands of the respective townships for the use of public schools, and all property kept in storage for the convenience and benefit of the State of Mississippi in warehouses owned or leased by the State of Mississippi, wherein said property is to be sold by the Alcoholic Beverage Control Division of the Department of Revenue of the State of Mississippi.
(f) All property, real or personal, whether belonging to religious or charitable or benevolent organizations, which is used for hospital purposes, and nurses' homes where a part thereof, and which maintain one or more charity wards that are for charity patients, and where all the income from said hospitals and nurses' homes is used entirely for the purposes thereof and no part of the same for profit.
(g) The wearing apparel of every person; and also jewelry and watches kept by the owner for personal use to the extent of One Hundred Dollars ($100.00) in value for each owner.
(h) Provisions on hand for family consumption.
(i) All farm products grown in this state for a period of two (2) years after they are harvested, when in the possession of or the title to which is in the producer, except the tax of one-fifth of one percent (⅕ of 1%) per pound on lint cotton now levied by the Board of Commissioners of the Mississippi Levee District; and lint cotton for five (5) years, and cottonseed, soybeans, oats, rice and wheat for one (1) year regardless of ownership.
(j) All guns and pistols kept by the owner for private use.
(k) All poultry in the hands of the producer.
(l) Household furniture, including all articles kept in the home by the owner for his own personal or family use; but this shall not apply to hotels, rooming houses or rented or leased apartments.
(m) All cattle and oxen.
(n) All sheep, goats and hogs.
(o) All horses, mules and asses.
(p) Farming tools, implements and machinery, when used exclusively in the cultivation or harvesting of crops or timber.
(q) All property of agricultural and mechanical associations and fairs used for promoting their objects, and where no part of the proceeds is used for profit.
(r) The libraries of all persons.
(s) All pictures and works of art, not kept for or offered for sale as merchandise.
(t) The tools of any mechanic necessary for carrying on his trade.
(u) All state, county, municipal, levee, drainage and all school bonds or other governmental obligations, and all bonds and/or evidences of debts issued by any church or church organization in this state, and all notes and evidences of indebtedness which bear a rate of interest not greater than the maximum rate per annum applicable under the law; and all money loaned at a rate of interest not exceeding the maximum rate per annum applicable under the law; and all stock in or bonds of foreign corporations or associations shall be exempt from all ad valorem taxes.
(v) All lands and other property situated or located between the Mississippi River and the levee shall be exempt from the payment of any and all road taxes levied or assessed under any road laws of this state.

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Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

Michael Watson
SECRETARY OF STATE

# STATE OF MISSISSIPPI

## CERTIFICATE OF REGISTRATION

I, Michael Watson, Secretary of State of the State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify:

**NEW LIFE WOMEN'S HOME INC.**
**File Number: 100035611**

has registered with this Office as a charitable organization under the Mississippi Charitable Solicitations Act.

**This Certificate of Registration expires on 11/15/2024.**

REGISTRATION BY THE SECRETARY OF STATE DOES NOT IMPLY ENDORSEMENT. THE SECRETARY OF STATE DOES NOT ENDORSE THIS OR ANY OTHER CHARITABLE ORGANIZATION.

Given under my hand and seal of office
this 30th day of April, 2024

Michael Watson

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
06/20/2023
Employer ID number:
93-1841559
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
June 13, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053566005723

NEW LIFE WOMENS HOME INC
2535 GALVERSTON RD
HOUSTON, TX 77017

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

**PARCEL IDENTIFICATION NUMBER**
K11 000002 00010
PREVIOUS TAX NO. 213 STR 19-06 -04

**PROPERTY ADDRESS**
959 ANDREW CHAPEL RD

**SALES INFORMATION**

| Date Acquired | Consideration | Book | Page |
|---|---|---|---|
| / / | | | |

# PROPERTY RECORD CARD
Date Printed 07/25/2025

2026 Rankin Cnty Future Tax Da

Card 001 of 001

PPIN 73520 Sketch 01

**CARD APPRAISAL SUMMARY**

| | LAND | BUILDING | TOTAL |
|---|---|---|---|
| | 19,480 | 343,250 | 362,730 |
| Market | 19,480 | | |

| LOT SIZE | ACREAGE USE |
|---|---|
| | 2.83 1110 |
| | 9100 |

**OWNER NAME AND MAILING ADDRESS**
NEW LIFE WOMEN'S HOME INC
PO BOX 87519
HOUSTON TX 77287 7519

**LEGAL DESCRIPTION**
2.96 AC IN SW4 SE4 SEC 19 & NW4 NE4 SEC 30 LESS 0.13AC TO RD ROW
DEED- 2025 15194 07/15/2025
DEED- 2016 23467 10/12/2016
DEED- 2013 25901 12/18/2013
DEED- 2006 31082 12/28/2006

Market 19480

6000LCP **LAND INFORMATION**

| ROADS | UTILITIES | | ZONE | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Quantity | Type | Desc. | Size | Unit Price | Depth Factor | Corner Factor | Price Per Front Foot | Appraised Value |
| M | 2.83 | H | | | 6000.00 | | | | 19480 |

**BUILDING INFORMATION**

Exempt Code:

| Bldg No | Type Structure | Number Of Rooms | Apartments | | Foundation Scale | Class | UNITS Class | Const | Total | AREA Base | Adjusted | Adjusted Rate | Cost Per Square Ft | Replacement Cost | Cond % | Year Built | Appraised Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | RES | 10 | | | SLAB | H/B-/A | 49 | 110 | 159 | 2783 | 4484 | 72.54 | 83.42 | 427906 | 80 | 2007 | 342330 |
| 2 | PAT | | | | | | | | | 204 | 204 | 5.20 | 5.98 | 1220 | 75 | 2007 | 920 |

SL TC Old Va:
80 1
80 1

**CONSTRUCTION INFORMATION**

| Bldg | EXTERIOR WALLS Description | Units | Bldg | ROOF TYPE Description | Units | Bldg | ROOF MATERIAL Description | Units | Bldg | FLOORS Description | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | BRICK VENEER | 38 | | HIP | 9 | | HD SHINGLE | 5 | | HARDWOOD | 12 |

| Bldg | INTERIOR WALLS Description | Units | Bldg | INTERIOR CEILING Description | Units | Bldg | PLUMBING | Units | ELECTRICITY | Units | Bldg | ADJUSTMENTS Description | Units |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | DRYWALL | 30 | | | | | GOOD | 11 | MAXIMUM | 5 | | | |

**EXTRA FEATURES**

| Bldg | Description | Units |
|---|---|---|
| 1 | PrF 2 Story | 3560 |
| 1 | 2 Fix Bath | 2520 |
| 1 | 2/3 Fix Bat | 11640 |
| 1 | 5 Fix Whrpl | 14910 |
| 1 | Extra Fix. | 850 |
| 1 | H&AC W/DUCT | 13347 |
| 1 | BLD TOTAL | 53851 |
| | TOTAL | 53851 |

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 :

# SKETCH/AREA TABLE ADDENDUM

SUBJECT

DATE 3-29-11 PPIN 73520

PARCEL K11-2-10

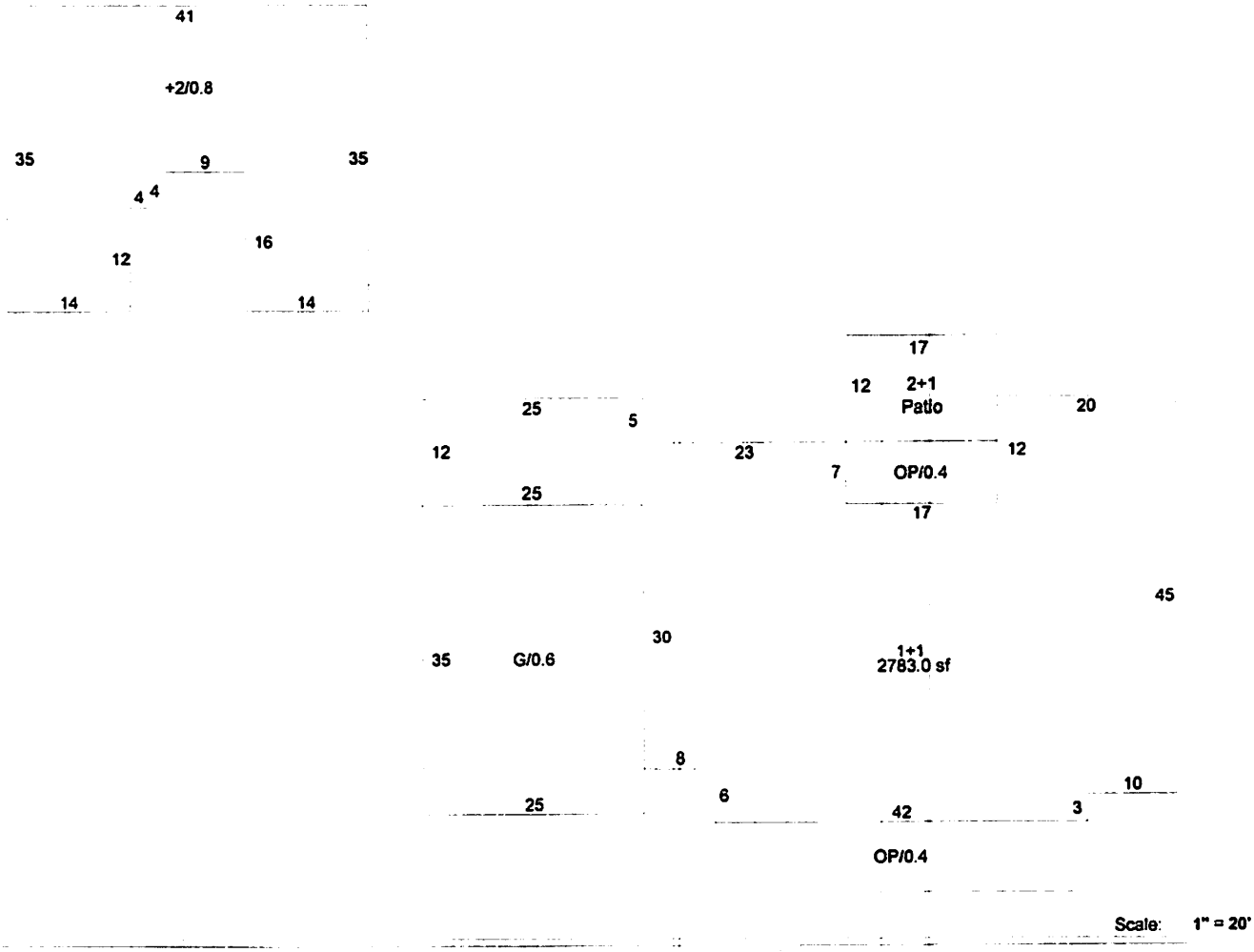
CITY Update STATUS Tim YEAR 2011 APPR 1

OWNER

CLIENT Tim Canoy & Horace McNeal ADDRESS 959 Andrew Chapel Road

APPRAISER NAME County INSPECTION DATE

IMPROVEMENTS SKETCH




Scale: 1" = 20'

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

| Code | Description | Factor | Net Size | Perimeter | Net Totals |
|---|---|---|---|---|---|
| 01100 | 1+1 | 1.00 | 2783 | 290 | 2783 |
| 01000 | 0.8+2/0.8 | 0.80 | 994 | 184 | 994 |
| 01100 | G0 G/0.6 | 0.60 | 525 | 120 | 525 |
| 01100 | P0 OP/0.4 | 0.40 | 134 | 100 | |
| | OP/0.4 | 0.40 | 48 | 48 | 182 |
| 02100 | Base+1 | 1.00 | 204 | 58 | 204 |

Comment Table 1

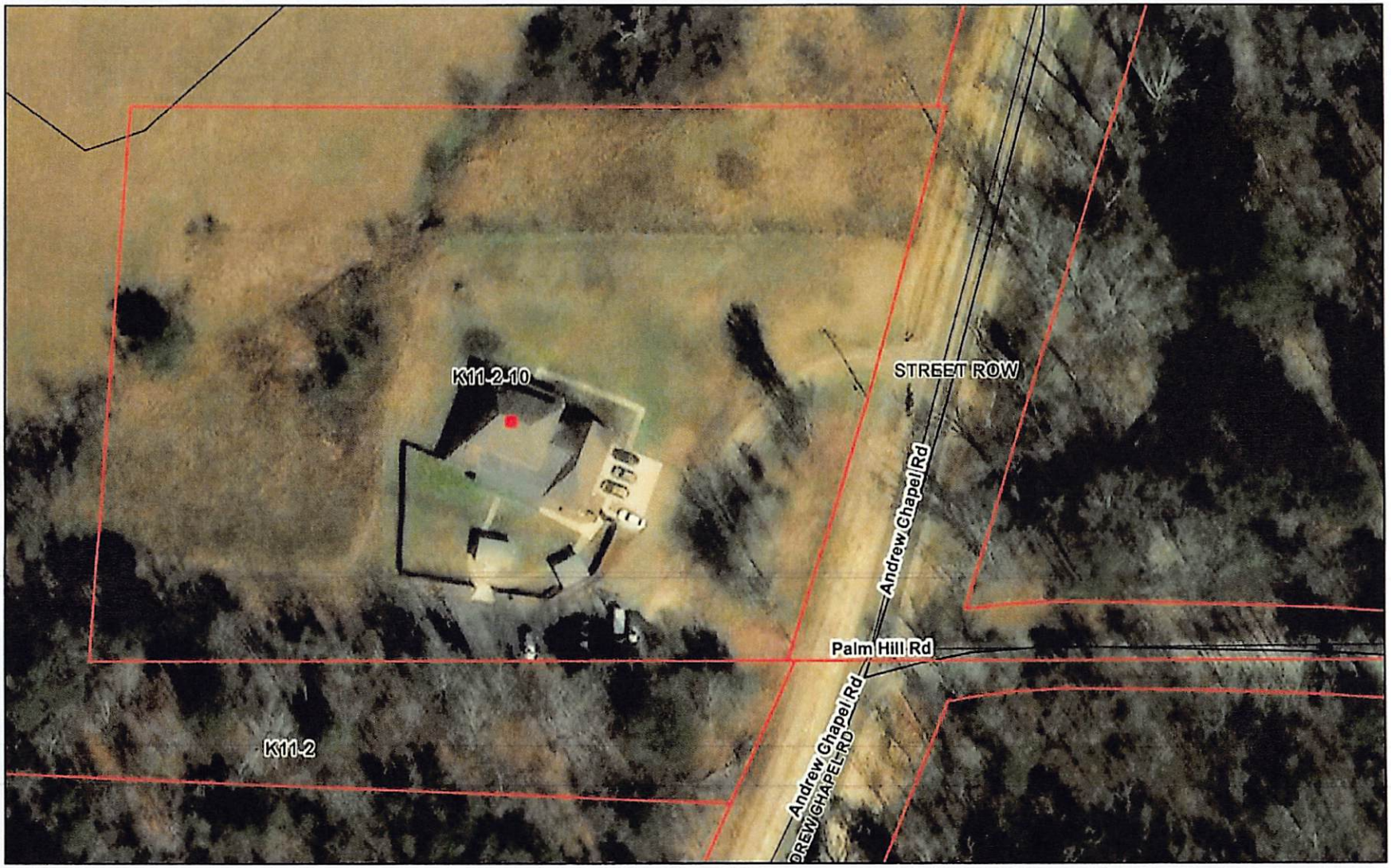
Comment Table 2 | Comment Table 3

Net BUILDING Area (rounded w/ factors) 4484



Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

# K11 2 10




7/25/2025, 7:58:01 AM

Streets - US Census 2020
Local Streets
Secondary
Parcels
Houses

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Maxar, Microsoft

Rankin County
CMPDD

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 :

LRMINQ01 DELTA LANDROLL INQUIRY - BASIC DATA LRWINQ01/M5

Library 2026 LANDROLL

NEW LIFE WOMEN'S HOME INC

Parcel K11 000002 00010 PPIN 73520
Alt Parcel
Exempt Code JD 0 Tax District 213
Subdivision

PO BOX 87519 Neighborhood Map
HOUSTON TX 77287 7519 St Addr 959 ANDREW CHAPEL RD
Sect/Twn/Rng 19 06 04 Blk

| Cls | C-Acres | C-Value | U-Acres | U-Value | T-Acres | Improved | True | Assessed |
|---|---|---|---|---|---|---|---|---|
| 1 | 2.83 | 19480 | | | 2.83 | 343250 | 362730 | 54410 |
| 2 | | | | | | | | |
| | 2.83 | 19480 | | | 2.83 | 343250 | 362730 | 54410 |

Homestead Type 1=O65 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg Group Eligible Cl1 N (Y/N)
New Value Added F-Fire O-Override Deed Bk 2025 Pg 15194 Ext
Drainage Code Benefit Price Total Deed Date 7 15 2025 Type NC
Current 2024 Yr Added 12 29 2006
L 19480 19480 TAMH
B 343250 343250 Chged 7 16 2025
Levee Benefits X = Use1 1110 Use2 9100 TARR1

F3-NEXT PARCEL F5-LEGAL F6-ADDENDUM F7-DEEDS F8-FLAGS F9-OPTIONS F24-EXIT
F3 Next Record, Page-Up Prev Record, F13 Paperlink

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

30-6-4
NWNE
19-6-4
SWSE

Book:2025 Page:15194-15197
DEED
RCD: 07/15/2025 @12:30:39 PM
Rankin County, MS - Chancery Clerk
MARK S. SCARBOROUGH

**THIS DOCUMENT WAS PREPARED BY:**

FRANK M. YOUNGBLOOD, JR.
Attorney at Law
111 Office Park Drive
Brandon, Mississippi 39042
Phone: 601.825.5200
MS Bar # 6667

**RETURN TO:**

Title & Escrow Services, Inc.
111 Office Park Drive
Brandon, Mississippi 39042
Phone: 601.825.5200

**Indexing Instructions:** **Part of the SW1/4 of the SE1/4, Section 19 and Part of the NW1/4 of the NE1/4, Section 30, T6N-R4E RANKIN COUNTY, MISSISSIPPI**

**GRANTOR ADDRESS:**

Name: **TEEN CHALLENGE WOMEN'S MINISTRIES, INC.**
Address: PO Box 87519 Houston TX 77287
Phone No.: 877-491-3816

**GRANTEE ADDRESS:**

Name: **NEW LIFE WOMEN'S HOME INC.**
Address: PO Box 87519 Houston TX 77287
Phone No.: 877-491-3816

# WARRANTY DEED

*This Warranty Deed has been prepared using legal descriptions provided by the parties and prepared, at the request of the parties. No funds have been disbursed by Frank M. Youngblood, Jr. or Title & Escrow Services, Inc. in connection with this conveyance.*

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **TEEN CHALLENGE WOMEN'S MINISTRIES, INC. an Arkansas Non-profit Corporation,** does hereby sell, convey and warrant unto **NEW LIFE WOMEN'S HOME INC. a Texas Non-profit Corporation,** the following described land lying

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

DEED 7/15/2025 12:30:39 PM

and being situated in **Rankin** County, Mississippi, and being more particularly described as follows, to-wit:

**SEE LEGAL DESCRIPTIONS ATTACHED HERETO AS EXHIBIT "A".**

THIS CONVEYANCE is made subject to all applicable building restrictions, zoning restrictions, protective covenants, easements, rights-of-way and mineral reservations of record.

GRANTEE agrees to pay the ad valorem taxes for the current year.

**WITNESS THE SIGNATURE OF THE GRANTOR** on this the 30 day of June, 2025.

**TEEN CHALLENGE WOMEN'S MINISTRIES, INC. an Arkansas Non-profit Corporation**

**By:** _____

**Euel Don Nordin, Jr. President**

STATE OF TEXAS
COUNTY OF Harris

PERSONALLY APPEARED BEFORE ME the undersigned authority, **Euel Don Nordin, Jr.**, known to me to be the **President of TEEN CHALLENGE WOMEN'S MINISTRIES, INC. an Arkansas Non-profit Corporation**, who acknowledged that he signed and delivered the above and foregoing Warranty Deed as the act and deed of the Corporation, he being fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 30th day of June, 2025.

_____
NOTARY PUBLIC

My Commission Expires:

_____

LORI LYNN MCDANIEL
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/26/28
NOTARY ID 125033943

*PLEASE RECORD & RETURN TO:*

*TITLE & ESCROW SERVICES, INC.*
*111 OFFICE PARK DRIVE*
*BRANDON, MISSISSIPPI 39042*

F:\MASTERDOCS\2025 FILES\329-25 New Life Womens - Teen Challenge\WARRANTY DEED.wpd

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

DEED 7/15/2025 12:30:39 PM

Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

Tract 1:

A tract or parcel of land containing 1.00 acres, more or less, lying and being situated in the Southwest ¼ of the Southeast ¼ of Section 19, and the Northwest ¼ of the Northeast ¼ of Section 30 Township 6 North, Range 4 East, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found iron pipe at a fencer corner marking the Northeast corner of said Section 30; run thence

North 89 degrees 52 minutes West for a distance of 2,039.52 feet to a set ½ inch iron pin marking the West line of Andrews Chapel Road; thence

Continue along said West right of way of Andrews Chapel Road as follows:

South 16 degrees 50 minutes 25 seconds West for a distance of 11.06 feet to a set ½ inch iron pin; thence

South 19 degrees 51 minutes 23 seconds West for a distance of 63.74 feet to a found ½ inch iron pin marking the Southeast corner of the Teen Challenge Women's Ministry, Inc. property as recorded in Deed Book 2013, Page 25901 in the Office of the Chancery Clerk of Rankin County; thence

North 89 degrees 52 minutes West along the South line of said Teen Challenge Women's Ministry, Inc. property for a distance of 230.26 feet to a set ½ inch iron pin marking the Southwest corner of the Teen Challenge Women's Ministry, Inc. property and the **Point of Beginning** of the herein described property; thence

North 89 degrees 52 minutes West for a distance of 137.51 feet to a set ½ inch iron pin; thence

North 4 degrees 27 minutes 13 seconds East for a distance of 317.51 feet to a set ½ inch iron pin; thence

East for a distance of 137.54 feet to a found ½ inch iron pin marking the Northwest corner of said Teen Challenge Women's Ministry, Inc. property; thence

South 4 degrees 27 minutes 13 seconds West along the West line of said Teen Challenge Women's Ministry, Inc. property for a distance of 317.51 feet to the **Point of Beginning.**

**Prepared by:**
**Benchmark Engineering and Surveying, LLC**
**101 Highpointe Court, Suite B**
**Brandon, MS 39042**

**(601) 591-1077 Office**
**(601) 591-0711 Fax**
**Email: mlowe@benchmarkms.net**

DEED 7/15/2025 12:30:39 PM

# EXHIBIT "A"

Tract 2

A tract or parcel of land containing 1.96 acres, more or less, lying and being situated in the Southwest ¼ of the Southeast ¼ of Section 19 and the Northwest ¼ of the Northeast ¼ of Section 30, Township 6 North, Range 4 East, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at an iron pipe marking the Northeast corner of said Section 30; run thence

North 89 degrees 52 minutes West for a distance of 2,039.52 feet to Westerly right of way of Andrew Chapel Road and a set ½ inch iron pin marking the Point of Beginning of the herein described property; thence

South 16 degrees 50 minutes 25 seconds West along said Westerly right of way of Andrew Chapel Road for a distance of 11.06 feet to a set ½ inch iron pin; thence

South 19 degrees 51 minutes 29 seconds West along said Westerly right of way of Andrew Chapel Road for a distance of 63.74 feet to a found½ inch iron pin marking the Southeast corner of the Whitney property as recorded in Deed Book 625, Page 320 in the Office of the Chancery Clerk of Rankin County; thence

North 89 degrees 52 minutes West along the South line of said Whitney property for a distance of 230.26 feet to a set ½ inch iron pin; thence

North 4 degrees 27 minutes 13 seconds East for a distance of 317.83 feet to a set ½ inch iron pin; thence

East for a distance of 302.59 feet to said Westerly right of way of Andrew Chapel Road and a set ½ inch iron pin; thence

South 15 degrees 30 minutes 25 seconds West along said Westerly right of way of Andrew Chapel Road for a distance of 105.41 feet to a set ½ inch iron pin; thence

South 16 degrees 50 minutes 25 seconds West along said Westerly right of way of Andrew Chapel Road for a distance of 151.81 feet to the Point of Beginning.

LESS AND EXCEPT:

Less and except 0.13acres+/- conveyed to Rankin County Board of Supervisors on November 12, 2018 in Deed Book 2018 at Page 25987.

RANKIN COUNTY, MS MARK S. DUCKWORTH, CHANCERY CLERK
I CERTIFY THIS INSTRUMENT WAS FILED ON 7/15/2025 12:30:39 PM AND RECORDED IN DEED 2025 15194

CHANCERY CLERK
RANKIN COUNTY, MS



Attachment: Tax Assessor Grant Non-Profit Exemption Status to New Life Women's Home, Inc. (22119 : Authorization to Approve Non-Profit

HEMPHILL CONSTRUCTION COMPANY
FLORENCE, MS SINCE 1963

P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction  Heavy & Highway Construction

# INVOICE

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

INVOICE DATE: 08/08/25
INVOICE #: H24176-02F
JOB RE: H24176- Rankin Co. Butler Creek at Williams Road, Florence, MS
TERMS: Net 30 days

Mail Payment to:
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073-0879

| | Contract Item | Invoice Quantity | Unit Price | U/M | Total This Invoice |
|---|---|---|---|---|---|
| 1 | Mobilization per job site | 1.00 | 69,687.50 | EA | $ 69,687.50 |
| 2 | Miscellaneous clearing and grubbing | 1.00 | 14,500.00 | AC | $ 14,500.00 |
| 3 | Maintenance of Traffic (Type III Barricades & Road Closure S | 1.00 | 15,250.00 | LS | $ 15,250.00 |
| 4 | Excavation work (remove, haul & dispose of dirt etc.) | 2,300.00 | 23.95 | CY | $ 55,085.00 |
| 18 | Furnish and Install 33'0" Cap (abutment or intermediate) (19 | 4.00 | 11,875.00 | EA | $ 47,500.00 |
| 27 | Furnish and Install 31' Solid Barrier Rail End Unit (Left or | 4.00 | 12,025.00 | EA | $ 48,100.00 |
| 28 | Furnish and Install 31' Solid Barrier Rail Interior Unit | 2.00 | 12,025.00 | EA | $ 24,050.00 |
| 43 | Furnish and Install 31' X 3.5" Exterior Deck Unit (Includes | 6.00 | 9,650.00 | EA | $ 57,900.00 |
| 44 | Furnish and Install 31' X 3.5" Interior Deck Unit (Includes | 12.00 | 9,250.00 | EA | $ 111,000.00 |
| 45 | Furnish and Install 31' X 4.5" Interior Deck Unit (Includes | 6.00 | 10,775.00 | EA | $ 64,650.00 |
| 52 | Furnish and Install 9'3" Wing (Left or Right) (19' or 31' Sp | 4.00 | 3,150.00 | EA | $ 12,600.00 |
| 59 | Furnish and Install Object Markers | 4.00 | 775.00 | EA | $ 3,100.00 |
| 64 | Furnish and install concrete pilings (14x14) in place | 560.00 | 115.00 | LF | $ 64,400.00 |
| 65 | Furnish and install test pilings | 1.00 | 11,950.00 | EA | $ 11,950.00 |
| 71 | Furnish and install 300# rip-rap in place (includes Type V G | 449.44 | 112.25 | TON | $ 50,449.64 |
| 77 | Furnish and install silt fence for erosion control (includes | 0.00 | 8.50 | LF | $ - |
| 78 | Furnish and install wattles for erosion control (includes al | 0.00 | 15.00 | LF | $ - |
| 79 | Furnish and install borrow material (LVM) (Silty or Sandy Cl | 0.00 | 38.25 | CY | $ - |
| 80 | Furnish and install 610 Limestone | 51.32 | 145.00 | TON | $ 7,441.40 |
| 89 | Remove 19' cap (abutment or intermediate) | 2.00 | 1,225.00 | EA | $ 2,450.00 |
| 90 | Remove 19' cap (abutment or intermediate) from job site | 2.00 | 225.00 | EA | $ 450.00 |
| 91 | Remove 31' cap (abutment or intermediate) | 2.00 | 1,350.00 | EA | $ 2,700.00 |
| 92 | Remove 31' cap (abutment or intermediate) from job site | 2.00 | 250.00 | EA | $ 500.00 |
| 93 | Remove 19' precast bridge span (includes bridge rails) | 883.50 | 5.75 | SQ | $ 5,080.13 |
| 94 | Remove 19' precast bridge span from job site | 883.50 | 3.50 | SQ | $ 3,092.25 |
| 95 | Remove 31-foot precast bridge span (includes bridge rails) | 720.75 | 4.75 | SQ | $ 3,423.56 |
| 96 | Remove 31-foot precast bridge span from job site | 720.75 | 3.25 | SQ | $ 2,342.44 |
| 98 | Extract and remove piles | 20.00 | 950.00 | EA | $ 19,000.00 |
| 99 | Remove piles from job site | 20.00 | 150.00 | EA | $ 3,000.00 |
| | | | | Total To Date : | $ 699,701.92 |
| | | | | Plus Sales Tax : | 0.00 |
| | | | | Total Due This Invoice : | $ 699,701.92 |

**Please Pay From This Invoice**

A service charge of 1-1/2% per month, which is annual rate of 18% will be added for all past due amounts.

*The difficult we do immediately, the impossible takes a little longer!*

Attachment: Williams Road Bridge Replacement - PO 243453 ($699,701.92) (22123 : Program Element 1.64 - Williams Road - Recommended

# 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: | Southeastern Pipeline & Environmental Ser. | Contractor's Project No.: | |
| Project: | **Rankin County Watershed Protection and Restoration Program** | | |
| Contract Name: | **Element No. 2.02 Pinebrook Subdivision** | | |
| Date Issued: | 8/15/2025 | Effective Date of Change Order: | 8/15/2025 |

The Contract is modified as follows upon execution of this Change Order:

Description:

**Add 3,062 square yards of dig-out, backfill with 610 crushed stone, and paving to Pinebrook Circle, Pineneddle Drive, Pinebrook Drive, Pinebrook Cove, Pinebrook Place, Pinebark Cove, Pinecone Cove, Pineleaf Cove. Add 710 feet of wood fence. Add one concrete inlet on West Pinebrook Drive**

Attachments:

**Quantity Summary**

| Change in Contract Price | Change in Contract Times |
|---|---|
| Original Contract Price:<br>$ 4,449,044.50 | Original Contract Times:<br>Substantial Completion: 210 Days<br>Ready for final payment: 240 Days |
| Increase from previously approved Change Orders No. 1 to No.:<br>$ 0.00 | Increase from previously approved Change Orders No.1 to No.:<br>Substantial Completion: 90 Days<br>Ready for final payment: 90 Days |
| Contract Price prior to this Change Order:<br>$ 4,449,044.50 | Contract Times prior to this Change Order:<br>Substantial Completion: 300 Days<br>Ready for final payment: 330 Days |
| Increase this Change Order:<br>$ 536,318.92 | Increase this Change Order:<br>Substantial Completion: 60 Days<br>Ready for final payment: 60 Days |
| Contract Price incorporating this Change Order:<br>$ 4,985,363.42 | Contract Times with all approved Change Orders:<br>Substantial Completion: 360 Days<br>Ready for final payment: 390 Days |

| Recommended by Engineer (if required) | Accepted by Contractor |
|---|---|
| By: | |
| Title: Project Engineer | President |
| Date: 8/12/2025 | 8/12/25 |
| **Authorized by Owner** | **Approved by Funding Agency (if applicable)** |
| By: | |
| Title: BOARD PRESIDENT | |
| Date: 8/15/25 | |

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. 2 from Southeastern Pipeline & Environmental

| Item No | Description | Units | Unit Cost | Contract Quantity | Final Quantites | Change Order No 2 | | Cost |
|---|---|---|---|---|---|---|---|---|
| 4 | Excess Excavation (Hauled off site) | CY | $ 14.00 | 15467.2 | 25626 | 10158.8 | $ | 142,223.20 |
| 6 | Rip Rap (200 lb) | TN | $ 110.00 | 12422.5 | 12455 | 32.5 | $ | 3,575.00 |
| 8 | Asphalt Paving (SC-1) | TN | $ 126.00 | 2143.3 | 4377 | 2234.188571 | $ | 281,507.76 |
| 9 | Cold Milling | SY | $ 5.75 | 6503.6 | 1888.88 | -4614.72 | $ | (26,534.64) |
| 10 | Concrete Minor Structures | CY | $ 775.00 | 175.6 | 404.55 | 228.95 | $ | 177,436.25 |
| 11 | Reinforcement | LB | $ 3.00 | 17,675.4 | 31646 | 13970.6 | $ | 41,911.80 |
| 12 | Castings | LB | $ 30.00 | 2,765 | 5786 | 3021 | $ | 90,630.00 |
| 15 | 610 Crushed Stone | TN | $ 95.00 | 500 | 4350.29 | 3850.29 | $ | 365,777.55 |
| 20 | Utility Allowance | LS | $ 150,000.00 | 1 | 0 | -1 | $ | (150,000.00) |
| A1-1 | Clean and CCTV Storm Sewer Pipes | LF | $ 30.00 | 2,967 | 2730 | -236.7 | $ | (7,101.00) |
| A2-3 | Cured in place lining 24" | LF | $ 204.00 | 404 | 201 | -203 | $ | (41,412.00) |
| A2-4 | Cured in place lining 30" | LF | $ 245.00 | 590 | 476 | -114 | $ | (27,930.00) |
| A3-1 | Cured in place lining 15" | LF | $ 120.00 | 72 | 39 | -33 | $ | (3,960.00) |
| A3-2 | Cured in place lining 18" | LF | $ 120.00 | 422 | 60 | -362 | $ | (43,440.00) |
| A3-3 | Cured in place lining 24" | LF | $ 165.00 | 866 | 102 | -764 | $ | (126,060.00) |
| A3-4 | Cured in place lining 30" | LF | $ 195.00 | 738 | 263 | -475 | $ | (92,625.00) |
| A3-5 | Cured in place lining 36" | LF | $ 270.00 | 896 | 467 | -429 | $ | (115,830.00) |
| 33 | 18" HDPE Pipe | LF | $ 125.00 | 20 | 60 | 40 | $ | 5,000.00 |
| 38 | Treated Wood Fence Installation | LF | $ 65.00 | | 787 | 787 | $ | 51,150.00 |
| 39 | Spraying of Ditch | LS | $ 4,000.00 | | 1 | 1 | $ | 4,000.00 |
| 40 | Tree Removal | Ea | $ 4,000.00 | | 2 | 2 | $ | 8,000.00 |
| | | | | | | | $ | 536,318.92 |

Attachment: Watershed Protection Program @ Pinebrook - Approval of Change Order No. 2 from

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. 11

| | | |
|---|---|---|
| | Application Period: 7/9/25 - 8/8/25 | Application Date: 8/8/25 |
| 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 |
|---|---|---|
| 1 | | |
| 2 | $536,318.92 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | $536,318.92 | |
| NET CHANGE BY CHANGE ORDERS | **$536,318.92** | |

| | | |
|---|---|---|
| 1. | **ORIGINAL CONTRACT PRICE** | $ $4,449,044.50 |
| 2. | **Net change by Change Orders** | $ $536,318.92 |
| 3. | **Current Contract Price (Line 1 ± 2)** | $ $4,985,363.42 |
| 4. | **TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)** | $ $4,855,688.42 |
| 5. | **RETAINAGE:** | |
| | a. 2.5% X $4,855,688.42 **Work Completed** | $ $121,392.21 |
| | b. 5% X **Stored Material** | $ |
| | c. **Total Retainage (Line 5.a + Line 5.b)** | $ $121,392.21 |
| 6. | **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)** | $ $4,734,296.21 |
| 7. | **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** | $ $3,853,211.21 |
| 8. | **AMOUNT DUE THIS APPLICATION** | $ $881,085.00 |
| 9. | **BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)** | $ $251,067.21 |

**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: 8/8/25 |

Payment of: $ 881,085.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 8/14/2025
(Engineer) (Date)

Payment of: $ 881,085.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ 8/15/25
(Owner) (Date)

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

EJCDC® C-620 Contractor's Application for Payment
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Attachment: Watershed Protection Program @ Pinebrook - Approval of Pay App. No. 11 from

## Progress Estimate - Unit Price Work

## Contractor's Application

| For (Contract): | Pinebrook Subdivision | | | | | | | Application Number: | 11 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Application Period: | 7/9/25 - 8/8/25 | | | | | | | Application Date: | 8/8/25 | | |
| A | | | | | B | C | D | E | F | | |
| Item | | Contract Information | | | | 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) |
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Item ($) | | | | | | |
| 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 | 6.8 | $510,000.00 | | $510,000.00 | 100.0% | |
| 3 | Construction Entrance | 3 | EA | $ 15,000.00 | $45,000.00 | 3 | $45,000.00 | | $45,000.00 | 100.0% | |
| 4 | Excess Excavation (Hauled off site) | 25626 | CY | $ 14.00 | $358,764.00 | 25626 | $358,764.00 | | $358,764.00 | 100.0% | |
| 5 | Unclassified Excavation | 1000 | CY | $ 10.00 | $10,000.00 | 1000 | $10,000.00 | | $10,000.00 | 100.0% | |
| 6 | Rip Rap (200 lb) | 12455 | TN | $ 110.00 | $1,370,050.00 | 12455 | $1,370,050.00 | | $1,370,050.00 | 100.0% | |
| 7 | Filter Fabric | 13000 | SY | $ 2.00 | $26,000.00 | 13000 | $26,000.00 | | $26,000.00 | 100.0% | |
| 8 | Asphalt Paving (SC-1) | 4742.56 | TN | $ 126.00 | $597,562.56 | 3892.56 | $490,462.56 | | $490,462.56 | 82.1% | $107,100.00 |
| 9 | Cold Milling | 1888.88 | SY | $ 5.75 | $10,861.06 | 1888.88 | $10,861.06 | | $10,861.06 | 100.0% | |
| 10 | Concrete Minor Structures | 404.6 | CY | $ 775.00 | $313,526.25 | 397.55 | $308,101.25 | | $308,101.25 | 98.3% | $5,425.00 |
| 11 | Reinforcement | 31,646.0 | LB | $ 3.00 | $94,938.00 | 31646 | $94,938.00 | | $94,938.00 | 100.0% | |
| 12 | Castings | 5,786 | LB | $ 30.00 | $173,580.00 | 5786 | $173,580.00 | | $173,580.00 | 100.0% | |
| 13 | Silt Fence | 6,500 | LF | $ 5.00 | $32,500.00 | 6500 | $32,500.00 | | $32,500.00 | 100.0% | |
| 14 | Wattles | 1,000 | LF | $ 4.00 | $4,000.00 | 1000 | $4,000.00 | | $4,000.00 | 100.0% | |
| 15 | 610 Crushed Stone | 4,350 | TN | $ 95.00 | $413,277.55 | 4350.29 | $413,277.55 | | $413,277.55 | 100.0% | |
| 16 | Rip Rap for Erosion Control | 1,000 | TN | $ 110.00 | $110,000.00 | 1000 | $110,000.00 | | $110,000.00 | 100.0% | |
| 17 | Temoprary Seeding | 6.3 | Acre | $ 550.00 | $3,465.00 | 6.3 | $3,465.00 | | $3,465.00 | 100.0% | |
| 18 | Vegetative Mulch | 8 | TN | $ 1,000.00 | $8,000.00 | 8 | $8,000.00 | | $8,000.00 | 100.0% | |
| 19 | Grassing | 3.4 | Acre | $ 1,250.00 | $4,250.00 | 3.4 | $4,250.00 | | $4,250.00 | 100.0% | |
| 20 | Utility Allowance | 1 | LS | $ - | | | | | | | |
| A1-1 | Clean and CCTV Storm Sewer Pipes | 2,730 | LF | $ 30.00 | $81,900.00 | 2730 | $81,900.00 | | $81,900.00 | 100.0% | |
| A2-1 | Cured in place lining 15" | 80 | LF | $ 132.00 | $10,560.00 | 80 | $10,560.00 | | $10,560.00 | 100.0% | |
| A2-2 | Cured in place lining 18" | 80 | LF | $ 144.00 | $11,520.00 | 80 | $11,520.00 | | $11,520.00 | 100.0% | |
| A2-3 | Cured in place lining 24" | 201 | LF | $ 204.00 | $41,004.00 | 201 | $41,004.00 | | $41,004.00 | 100.0% | |
| A2-4 | Cured in place lining 30" | 476 | LF | $ 245.00 | $116,620.00 | 476 | $116,620.00 | | $116,620.00 | 100.0% | |
| A3-1 | Cured in place lining 15" | 39 | LF | $ 120.00 | $4,680.00 | 39 | $4,680.00 | | $4,680.00 | 100.0% | |
| A3-2 | Cured in place lining 18" | 60 | LF | $ 120.00 | $7,200.00 | 60 | $7,200.00 | | $7,200.00 | 100.0% | |
| A3-3 | Cured in place lining 24" | 102 | LF | $ 165.00 | $16,830.00 | 102 | $16,830.00 | | $16,830.00 | 100.0% | |
| A3-4 | Cured in place lining 30" | 263 | LF | $ 195.00 | $51,285.00 | 263 | $51,285.00 | | $51,285.00 | 100.0% | |
| A3-5 | Cured in place lining 36" | 467 | LF | $ 270.00 | $126,090.00 | 467 | $126,090.00 | | $126,090.00 | 100.0% | |
| A3-6 | Cured in place lining 48" | 150 | LF | $ 425.00 | $63,750.00 | 150 | $63,750.00 | | $63,750.00 | 100.0% | |
| 33 | 18" HDPE Pipe | 60 | LF | $ 125.00 | $7,500.00 | 60 | $7,500.00 | | $7,500.00 | 100.0% | |
| 34 | 30" HDPE Pipe | 20 | LF | $ 250.00 | $5,000.00 | 20 | $5,000.00 | | $5,000.00 | 100.0% | |
| 35 | 36" HDPE Pipe (Type I Laying Conditions) | 60 | LF | $ 275.00 | $16,500.00 | 60 | $16,500.00 | | $16,500.00 | 100.0% | |
| 36 | 36" HDPE Pipe (Type II Laying Conditions) | 20 | LF | $ 450.00 | $9,000.00 | 20 | $9,000.00 | | $9,000.00 | 100.0% | |
| 37 | 48" HDPE Pipe | 40 | LF | $ 325.00 | $13,000.00 | 40 | $13,000.00 | | $13,000.00 | 100.0% | |
| 38 | Treated Wood Fence Installation | 750 | LF | $ 65.00 | $48,750.00 | | | | | | $48,750.00 |
| 39 | Spraying of Ditch | 1 | LS | $ 4,000.00 | $4,000.00 | | | | | | $4,000.00 |
| 40 | | | | | | | | | | | |
| 41 | | | | | | | | | | | |
| 42 | | | | | | | | | | | |


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Attachment: Watershed Protection Program @ Pinebrook - Approval of Pay App. No. 11 from

## Stored Material Summary

**Contractor's Application**

| For (Contract): | Watershed Protection Program Element 2.02 Pinebrook Subdivision | Application Number: | 11 |
|---|---|---|---|
| Application Period: | 7/9/25 - 8/8/25 | Application Date: | 8/8/25 |

| A | | B | C | | D | | E | F | | | G |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Stored Previously | | | | Incorporated in Work | | |
| Bid Item No. | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Storage Location | Description of Materials or Equipment Stored | Date Placed into Storage (Month/Year) | Amount ($) | Amount Stored this Month ($) | Subtotal Amount Completed and Stored to Date (D + E) | Date (Month/ Year) | Amount ($) | Materials Remaining in Storage ($) (D + E - F) |
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | Rip Rap (200 lb) | 10/2024 | $324,680.00 | | | 4/5/25 | $324,680.00 | |
| 7 | | | | | | | | | | | |
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| 26 | | | | | | | | | | | |


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Attachment: Watershed Protection Program @ Pinebrook - Approval of Pay App. No. 11 from

## Stored Material Summary

**Contractor's Application**

| For (Contract): | | | Watershed Protection Program Element 2.02 Pinebrook Subdivision | | | | | Application Number: 11 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Application Period: | | | 7/9/25 - 8/8/25 | | | | | Application Date: 8/8/25 | | | |
| A | | B | C | | D | | E | F | | | G |
| | | | | | Stored Previously | | | | Incorporated in Work | | |
| Bid Item No. | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Storage Location | Description of Materials or Equipment Stored | Date Placed into Storage (Month/Year) | Amount ($) | Amount Stored this Month ($) | Subtotal Amount Completed and Stored to Date (D + E) | Date (Month/ Year) | Amount ($) | Materials Remaining in Storage ($) (D + E - F) |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | Totals | | $324,680.00 | | | | $324,680.00 | |


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Attachment: Watershed Protection Program @ Pinebrook - Approval of Pay App. No. 11 from

BEFORE THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI

**RESOLUTION DENYING APPLICATION FOR ZONING ACTION: SPECIAL EXCEPTION (CONDITIONAL USE) BY EMMA BOONE**

**WHEREAS**, Emma Boone ("**Applicant**") filed an application for special exception (conditional use) ("**Application**") to establish and operate a behavioral health business from the property located at 935 Highway 469, Pearl, Mississippi 39208 ("**Property**"), which is in an Agricultural General District (A-1).

**WHEREAS**, the Application identifies the Property owner as the Applicant; however, according to other information provided to the Board in connection with the Application, the statements of the Applicant and others at the July 31, 2025 public hearing, and Rankin County's public records, the Property is, in fact, owned by New Hope Missionary Baptist Church of Rankin County, Inc. ("**Church**").

**WHEREAS**, a public hearing on the Application was held on May 15, 2025. At the May 15 public hearing, Willie Johnson, a Deacon of the Church, stated that the Church congregation did not approve the Application or the proposed use of the Property. Murray Clark, another member of the Church, similarly stated that the Church membership did not approve the Application or the proposed use of the Property. A large number of Church members were present at the hearing in opposition to the Application and in agreement with Mr. Johnson and Mr. Clark that the Applicant lacked proper authority from the Church to operate her business from the Property and that there was no authority from the Church for the Application. Church members stated that the pastor who was supporting the clinic arrangement with the Applicant had been terminated the preceding Sunday. The Applicant is the sister of the Church's former pastor, Lamar Boone.

**WHEREAS**, the Rankin County Board of Supervisors ("**Board**") denied the Application at the May 15 hearing because the Applicant did not adequately establish the Applicant's permission from the Church to use the Property for the uses identified in the Application or the Church/Property owner's authorization for the Application. In the resolution memorializing the Board's decision, the Board noted that the Applicant failed to submit a lease or any other written document establishing that the Church properly authorized the use or the Application. The Application was signed by the Applicant and by an individual named Lee W. (last name illegible)—later determined to be Lee Whitehead—supposedly representing the Church. However, the Applicant failed to establish Lee W.'s authority to bind the Church.

**WHEREAS**, on May 23, 2025, the Applicant appealed the Board's decision to deny the Application to the Rankin County Circuit Court, Cause No. 1:25-cv-123-JR, arguing that the Applicant was not afforded an opportunity to speak at the May 15 hearing.

**WHEREAS**, on June 17, 2025, the Board's outside counsel, William Drinkwater of Brunini, Grantham, Grower & Hewes, PLLC, emailed the Applicant's counsel, John Hall, to inform him that, on June 16, 2025, the Board voted to rescind its denial of the Application and to set the Application for public hearing on July 31, 2025 at 9:00 a.m. Mr. Drinkwater informed Mr.



Attachment: Resolution Denying Application for Zoning Action (Emma Boone) (22177 : Authority for the Board President to Execute the

Hall that the Applicant was free to amend/supplement her Application, and given the question of the Church's approval/lack of approval of the Application and proposed use of the Property raised at the May 15 public hearing, encouraged her to do so by submitting documentation reflecting appropriate authorized signatures and any documentation which demonstrated the Church's authorization for the Application and the use of the Property for the uses stated in the Application. Mr. Drinkwater specifically asked for a copy of the Church's bylaws and evidence of any votes taken approving the Application and the Applicant's proposed use of the Property.

**WHEREAS**, due to the Board's rescission of its denial of the Application, on June 18, 2025, the Rankin County Circuit Court entered an *Agreed Order of Dismissal Without Prejudice* (Doc. 5), dismissing the appeal.

**WHEREAS**, on July 1, 2025, Mr. Hall emailed Mr. Drinkwater a copy of the Church's Constitution and By-Laws ("**bylaws**"), February 23, 2025 meeting notes, June 2, 2025 meeting minutes, and a copy of the Church Directory which listed the eight Deacons, eight Trustees, Pastor, and other leaders of the Church. The Applicant did not otherwise amend or supplement her Application.

**WHEREAS**, all notice requirements of the Rankin County Zoning Ordinance were accomplished and a public hearing was held on the Application on July 31, 2025 at 9:00 a.m.;

**WHEREAS**, at the July 31, 2025 public hearing, Board Attorney Craig Slay gave a general overview of the Application and introduced the following exhibits into the record: (1) Application; (2) Zoning Ordinance; (3) Zoning Map, including as displayed on Rankin County's GIS mapping system available online; (4) maps/photos of the Property; (5) agenda for July 31, 2025 Work Session; (6) proof of publication; (7) slideshow presentation shown at May 15, 2025 public hearing; (8) emails between Mr. Drinkwater and Mr. Hall; (9) Church bylaws; (10) video of May 15, 2025 public hearing; (11) Alicyn's Bar & Grill photos; (12) minutes of July 31, 2025 Board meeting; (13) video of July 31, 2025 board meeting; and (14) this Resolution.

**WHEREAS**, after Mr. Slay finished speaking, Mr. Hall/the Applicant were given an opportunity to speak in support of the Application. Mr. Hall stated that the Applicant purchased the two manufactured homes where she proposed to operate her business from Head Start and entered into a lease agreement with the Church for the lease of the land upon which the manufactured homes sit. The lease was signed by Lee Whitehead, as Trustee, purportedly on behalf of the Church. Mr. Hall conceded that there was not a full Church vote of the Church's membership on the Application or the Applicant's proposed use of the Property but contended she had proper authority based on Mr. Whitehead's approval. Mr. Hall offered into the record the following exhibits: (15) letters of support; (16) a letter to New Life Counseling, LLC; (17) June 2, 2025 Church "Minutes;" (18) February 23, 2025 meeting notes; and (19) a copy of the lease.

**WHEREAS**, Lee Whitehead then spoke in support of the Application. Mr. Whitehead stated he was Chairman of the Trustee Board and had served in that position for eleven years. Mr. Whitehead stated that the Deacons of the Church voted not to have a full church meeting because such meetings resulted in arguments. Instead, Mr. Whitehead and the Applicant submitted the Applicant's proposal to then-Pastor Lamar Boone, the Applicant's brother. Mr. Whitehead stated



Attachment: Resolution Denying Application for Zoning Action (Emma Boone) (22177 : Authority for the Board President to Execute the

that the Pastor, Deacons, and Trustees voted to approve the lease. Mr. Whitehead confirmed that Lamar Boone is no longer the Pastor of the Church. Mr. Whitehead stated there were no minutes where the Church's membership authorized the Deacons and/or Trustees to act without the authority of the Church's membership.

**WHEREAS**, the Applicant then spoke about her professional experience and involvement in the community. The Applicant stated that she believed the use was compatible with the area, there would be minimum signage or exterior lighting, parking would be regulated, and the use should not result in increased traffic.

**WHEREAS**, Lamar Boone also spoke in favor of the Application. Mr. Boone did not address the issue of whether the Application or proposed use was authorized but instead stated that he believed a counseling center at that location was a good idea.

**WHEREAS**, those opposed to the Application were then given an opportunity to speak. Jim Billingsley, a Deacon of the Church, read from the portion of the Church's bylaws regarding the authority of the Trustees. The bylaws state: "The Trustees shall hold the titles of the property of the Church. They shall execute legal papers in the name of New Hope Missionary Baptist Church when a purchase, transfer of sale has been ordered by the authority of the Church. They are custodians of papers and titles, but can only exercise the power vested in them by vote of the church." Mr. Billingsley stated that the Application/the Applicant's proposed use of the Property was never brought to the Church membership. Mr. Billingsley stated he was not aware of the proposed use until the February 23, 2025 meeting. Mr. Billingsley stated that only three Deacons and four Trustees were present at the meeting and that all Deacons voted against the proposed use of the Property. Mr. Billingsley stated that one person who was not an officer voted. Mr. Billingsley stated that Trustees and Deacons have authority to act only if the Church membership grants them authority and that the Church membership did not vote to grant them authority to approve the Application or the Applicant's proposed use of the Property. Mr. Billingsley offered into the record a petition signed by individuals opposed to the Application. The overwhelming majority of those present at the May 15 and July 31 public hearings were against the Application.

**WHEREAS**, Dr. Robert Jones, a member of the Church, also spoke against the Application. Mr. Jones stated that former Pastor Lamar Boone began making lots of changes and disbanding business meetings because of arguments that were interfering with his ability to achieve his agenda. Dr. Jones stated that the Church members did not authorize Mr. Whitehead to make any decision whatsoever regarding the Application or the proposed use of the Property. Dr. Jones stated that, during a Church meeting, Mr. Whitehead apologized and admitted he was wrong in believing he had permission to sign the lease. Dr. Jones described Mr. Whitehead as Pastor Boone's right-hand man. Dr. Jones stated that the Church sent a letter to the Applicant giving her 30 days to remove the trailers or the Church would remove them.

**WHEREAS**, Mr. Slay informed the Board of the Board's counsel's interpretation of the bylaws—that the Deacons and Trustees only had authority to act if the authority was granted by a vote of the Church's membership.

**WHEREAS**, the Applicant was given a chance to speak in rebuttal. Mr. Hall noted that



Attachment: Resolution Denying Application for Zoning Action (Emma Boone) (22177 : Authority for the Board President to Execute the

there had been no legal action by the Church to have the lease declared invalid. Mr. Hall stated that he believed Mr. Whitehead had apparent authority to bind the Church as far as the Applicant was concerned.

**WHEREAS**, the Board has the final authority with regard to all matters involving its Zoning Ordinance;

**NOW, THEREFORE, IT IS RESOLVED** by the Board that the Application is hereby denied and such action is taken pursuant to the above-stated facts and exhibits in the record, as well as the following findings of fact:

1. The Property is owned by the Church. Therefore, the Church must have approved the Application and the proposed use of the Property in order for the Applicant to have standing and be eligible for a conditional use permit.

2. The Church is governed by its bylaws. Under the bylaws, the officers of the Church are its Pastor and Deacons. The bylaws provide that "**All matters passed upon by the deacons, however, are to be submitted to the church for final decision.**" (emphasis added). Similarly, the bylaws state the following regarding Deacons Meetings: "**The Deacon Ministry has no authority itself. It can simply do the bidding of the church, but it can make such recommendations to the church as it deems wisest and best, which recommendations the church may either accept or reject as its pleasure.**" (emphasis added). Regarding the Trustees, the bylaws state the following: "Trustees are financial officers of the church that are also responsible for exercising the signing of documents including: records, contracts, checks, purchases, bills of sales, legal documents and transfers. The Trustees shall hold the titles of the property of the Church. They shall execute legal papers in the name of New Hope Missionary Baptist Church when a purchase, transfer of sale has been ordered by the authority of the Church. They are the custodians of papers and titles, **but can only exercise the power vested in them by vote of the church.**" Accordingly, under the Church's bylaws, neither the Deacons nor the Trustees have the authority to bind or act for the Church absent a vote of the Church's members giving them such authority.

3. It is undisputed that there was no vote of the Church's membership authorizing the Application or the Applicant's proposed use of the Property. The Church congregation did not authorize Lee Whitehead to execute a lease on the Church's behalf. As a result, the Applicant lacks proper authority from the Church/Property owner to operate her business from the Property.

4. Even if a full vote of the Church's members were not required, the February 23, 2025 meeting "minutes" fail to demonstrate that the officers of the Church voted to approve the Application or the Applicant's proposed use of the Property. This document does not identify who was present at the meeting, reflect any vote taken at the meeting, or show that any final decision was reached. According to statements at the hearing, less than half of the Deacons and Trustees were even present at the meeting, and a non-officer voted at the meeting. Therefore, this document fails to demonstrate Mr. Whitehead's authority to



Attachment: Resolution Denying Application for Zoning Action (Emma Boone) (22177 : Authority for the Board President to Execute the

execute the lease.

5. Even if the Church had approved the Application and proposed use, the Applicant failed to demonstrate satisfaction of the requirements of Section 705 of Rankin County's Zoning Ordinance. Specifically, the Applicant failed to adequately address the requirements of Section 705.01 of the Zoning Ordinance.

SO RESOLVED this the 15 day of August, 2025 and made effective as of July 31, 2025.

BOARD PRESIDENT

ATTEST:

CLERK OF THE BOARD

CHANCERY CLERK RANKIN COUNTY, MS



Attachment: Resolution Denying Application for Zoning Action (Emma Boone) (22177 : Authority for the Board President to Execute the

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Fifteenth day of August in the year Two-Thousand Twenty-Five
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

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

and the Architect:
*(Name, legal status, address and other information)*

JH&H Architects, Planners, Interiors, PA
1047 North Flowood Drive
Flowood, Mississippi 39232

for the following Project:
*(Name, location and detailed description)*

Various Projects as Approved by the Board
Projects approved by the Board include:

New Rankin County District Attorney Office
New Rankin County Tax Office in Flowood, MS
New Rankin County Animal Control Facility
New Holly Bush Road Fire Station
Any other New or Renovated County-Owned Facility
as may be authorized by the Board of Supervisors

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Attachment: Professional Services Agreement with JH&H for All Services Related to 2025 General Obligation Bond Facility Projects (22095 :

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## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

To Be Determined – Unknown at the Time of Execution

§ 1.1.2 The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

To Be determined – Unknown at the Time of Execution

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line-item breakdown.)*

To Be determined – Unknown at the Time of Execution

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Public Bid

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Keith Hicks
Rankin County Administrator
311 East Government Street
Brandon, Mississippi 39042
PH: 601-825-9224
Email: khicks@rankincounty.org

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

To Be Determined

**§ 1.1.9** The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

To Be Determined

.2 Civil Engineer:

Tim Parker

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Engineering Services
115 Aero Smith Drive
Richland, Mississippi 39218
PH: 601-939-8737

.3 Other, if any:
*(List any other consultants and contractors retained by the Owner.)*

To Be Determined

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Adam Haver
JH&H Principal Architect
1047 North Flowood Drive
Flowood, Mississippi 39232
PH: 601-948-4601
Email: ahaver@jhharchitects.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

To Be determined

.2 Mechanical Engineer:

To Be Determined

.3 Electrical Engineer:

To Be Determined

**§ 1.1.11.2** Consultants retained under Supplemental Services:

To Be Determined

**§ 1.1.12** Other Initial Information on which the Agreement is based:

NA

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five Hundred Thousand Dollars ($ 500,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

*(Paragraph deleted)*

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8 If requested,** the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The Architect's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Architect shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements ("Laws") in effect as of the date of execution of this Agreement. It is understood, however, that various Laws are subject to varying and sometimes contradictory interpretation. The Architect shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such Laws. It is understood that the Local Authority having Jurisdiction is responsible for the final interpretation of all applicable code requirements and Laws, not the Architect.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 3.2.5.1 The Architectmay consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect may consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the published design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3 Subject** to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect shall have the right to reject or modify the amount requested by the Contractor's Payment Application for reasons listed in the Contract Documents and/or reasonable evidence of nonpayment by the Contractor or his Subcontractors.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

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**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect may review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, but not for any construction means, methods, techniques, sequences or procedures. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect will not review any RFI or large number of RFIs which can reasonably be inferred by the Contractor from the Contract Documents and/or their intent.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

.1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final on-site observation indicating that, to the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's Substantial Completion Review shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility as approved by the Owner, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services | Responsibility *(Architect, Owner, or not provided)* |
|---|---|
| § 4.1.1.1 Programming | Owner |
| § 4.1.1.2 Multiple preliminary designs | Not Provided |
| § 4.1.1.3 Measured drawings | Not Provided |
| § 4.1.1.4 Existing facilities surveys | Owner |
| § 4.1.1.5 Site evaluation and planning | Not Provided |
| § 4.1.1.6 Building Information Model management responsibilities | Not Provided |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.8 Civil engineering | Owner |
| § 4.1.1.9 Landscape design | Additional service |
| § 4.1.1.10 Architectural interior design | Architect |
| § 4.1.1.11 Value analysis | Not Provided |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Additional services |
| § 4.1.1.13 On-site project representation | Not Provided |
| § 4.1.1.14 Conformed documents for construction | Not Provided |
| § 4.1.1.15 As-designed record drawings | Not Provided |
| § 4.1.1.16 As-constructed record drawings | Contractor |
| § 4.1.1.17 Post-occupancy evaluation | Not Provided |
| § 4.1.1.18 Facility support services | Not Provided |

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| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|---|---|
| § 4.1.1.19 Tenant-related services | Not Provide |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Not Provided |
| § 4.1.1.21 Telecommunications/data design | Not Provided |
| § 4.1.1.22 Security evaluation and planning | Additional services |
| § 4.1.1.23 Commissioning | Additional Services |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Not provided |
| § 4.1.1.25 Fast-track design services | Not Provided |
| § 4.1.1.26 Multiple bid packages | Not Provided |
| § 4.1.1.27 Historic preservation | Additional services |
| § 4.1.1.28 Furniture, furnishings, and equipment design | Additional Services |
| § 4.1.1.29 Other services provided by specialty Consultants | Additional services |
| § 4.1.1.30 Other Supplemental Services | To Be Determined |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Supplemental and/or Additional Services, if any, are To Be Determined and Approved by Owner.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

To Be Determined

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

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applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination, within Two (2) Working Days. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 TBD visits to the site by the Architect during construction

.3 Two (2) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two ( 2 ) observations for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Fifty 50) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. The Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work also includes all Alternates designed or specified by the Architect whether or not constructed. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. The preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Architect's Estimate for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect may choose tol modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise, unless the Owner has been previously notified by the Architect that in the Architect's opinion, the Owner's

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budget for the Owner Scope of Work is insufficient, the Architect's services for modifying the Construction Documents may be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 6 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

located in Rankin County, Mississippi.

*(Paragraphs deleted)*

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect may execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Paragraphs deleted)*

**.1.** Percentage Basis
*(Insert percentage value)*

Seven (7) % of the Cost of the Work, as calculated in accordance with Section 11.6.

**.3** Other
*(Describe the method of compensation)*

TBD

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

To Be Determined and Approved by Owner and Architect

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

To Be determined and Approved by Owner and Architect

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent 10%), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | Fifteen | percent ( | 15 | %) |
| Design Development Phase | Thirty | percent ( | 3 | %) |
| Construction Documents Phase | Thirty | percent ( | 30 | %) |
| Procurement Phase | Five | percent ( | 5 | %) |
| Construction Phase | Twenty | percent ( | 20 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

As defined in paragraph 12.1

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

*(Paragraph deleted)*

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages.
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*
§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

Five % 5

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

12.1 HOURLY RATES

| Employee or Category | Rate |
|---|---|
| Senior Architect Principal & Senior Engineer Principal | $225.00/HR |
| Senior Architect and Senior Engineer | $200.00/HR |
| Junior Architect Principal &Junior Engineer Principal | $185.00/HR |
| Architect/Engineer/Project Manager | $150.00/HR |
| Interior Designer | $125.00/HR |
| Construction Administrator | $125.00/HR |
| Intern Architect/Intern Interior Designer | $95.00/HR |
| CADD/Technical | $75.00/HR |
| Clerical | Actual Cost x 1.10 |
| Specialty Consultant | |

12.2 Reimbursable:
A. Listing of Reimbursable Expenses.
1) 8-1/2 x 11 black & white copies - $.10/page
2) 11 x 17 black & white copies - $.15/page
3) 8-1/2 x 11 color copies - $.50/page
4) 11 x 17 color copies - $.75/page

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5) 24 x 36 blueline prints - $1.00/page.
6) 24 x 36 CADD plots - $1.50/page

B. UPS charges (Directly billed without mark-up).

C. Professional printing (billed without markup)

1. Bid Documents
2. Presentation materials
3. Progress sets
4. Record Documents

12.3 Other Reimbursables:
Expenses shall be defined in "Article 11.8" 12.4.

12.4 Change in Services of the Architect, including services required of the Architect's Consultant's, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described herein. In absence of mutual agreement in writing, the Architect shall notify the Owner in writing prior to providing such services. If the Owner deems that all of part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Service of the Architect requested by the Owner shall entitle the Architect to an adjustment in compensation and to any Reimbursable Expenses.

12.5 The length of the Construction Phase – Administration of the Construction shall be based on the contract Time established for each project in the Construction Contract. If through no fault of the Architect, the Contractor (or Contractors) fails to complete the Work within the designated time, the Architect shall be entitled to additional compensation for additional time and expenses as noted I paragraphs 11.3, 11.4, 12.1 and 12.2 and necessary expense.

12.6 For the purpose of Construction, the Owner may elect to secure the services of a single prime Contractor, or an unspecified number of trade contractors to act as prime contractors to the Owner. In any case, where reference is made in this Contract to the "Contractor", it shall be understood by the parties to this agreement that the "the Contractor" can be a single prime contractor or multiple prime trade contractors.

12.7 If the Owner selects to negotiate with a single Contractor, the Contractor shall be responsible to provide all cost estimates in lieu of the Architect.

12.8 To the fullest extent permitted by Mississippi law, the total liability, in the aggregate, of the Architect and its officers, directors, partners, employees, agents, and subconsultants, to the Owner, and anyone claiming through or under the Owner, for any claims, losses, costs, or damages whatsoever arising out of , resulting from or in any way relating to this Project or Contract, from any cause of causes, including by not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the limits of the Professional Liability Policy stated in Article 2. The Owner may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by the Architect.

12.9 The Architect's services are intended for the Owner's sole use and benefit and solely for the Owner's use on this (these) project(s) and shall not create any third-party rights. Except as agreed to in writing, the Architect's services and work product shall not be used or relied on by any person or entity, or for any purposes following substantial completion of the project(s). Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Client or Architect. Therefore, no other entity shall have any claim against the Architect because of this Agreement or because of the Architect's performance or non-performance of services.

12.10 The Architect shall have no responsibility for job safety, and the Contractor and subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. Nothing contained herein shall be interpreted to confer upon the Architect any duty regarding safety or the prevention of accidents on the jobsite.

12.11 In the event the Owner chooses to accept, and directs the Design Professional to make revisions to the Construction Documents to include value engineering, value reduction, or material substitution proposals made by the Contractor, Owner's consultants, or others, and the Design Professional does not recommend acceptance of such

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proposed revisions, the Owner shall release, indemnify, and defend the Design Professional and its consultants ("Indemnitees") from an against all damages, loses, liabilities, costs and attorney's fees ("Damages") arising from such revisions to the Construction Documents whether or not such Damages are caused by the sole or comparative negligence, strict liability, or other fault of any Indemnitee.

12.12 "Contingency Fund": The Owner and Architect agree that certain increased costs and changes may be required and are anticipated on the project. Therefore, the Owner agrees to set aside a reserve in the amount a minimum of Fifteen percent (15%) of the estimated cost of construction ("contingency amount"). If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency amount, then the Architect shall be responsible for premium costs incurred by the Architect's negligent acts, errors, or omissions. In no event shall the Architect be responsible for direct costs that the Owner has incurred in the construction contract regardless of the Architect's error and omission, nor shall the Architect by responsible for any costs that constitute betterment or upgrades to the Project.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

**.2** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

AIA Document 201-2017 General Conditions of the Contract for Construction

This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Sid Scarbrough President<br>Rankin County Board of Supervisors | Adam Haver Principal Architect<br>JH&H Architects, Planners, Interiors, PA |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |

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User Notes: (1127572834)



Attachment: Professional Services Agreement with JH&H for All Services Related to 2025 General Obligation Bond Facility Projects (22095 :

BENCHMARK
ENGINEERING & SURVEYING, LLC

CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV MAPPING
www.benchmarkms.net

August 6, 2025

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

RE: WE 21255-5.09 - Oak Grove Ditch Bank Stabilization and Hydrologic Restoration
Benchmark Project #B-9228
Pay Request #12 and Final Summary Change Order

Dear Mr. Hicks,

Enclosed for your review is **Pay Request No. 12** – the final pay application – from SouthEastern Pipeline & Environmental Services for the above reference project. The total amount requested is **One Thousand Five Dollars and Zero Cents ($1,005.00)**.

Benchmark Engineering & Surveying, LLC conducted a final inspection of the site on June 20, 2025, and completed a follow-up walkthrough on August 5, 2025. Overall, the site is in good condition, with healthy vegetative growth established along the improved slopes and banks. Erosion issues previously identified at the toe were addressed in early April in the areas of greatest concern, and based our most recent inspection, the mitigation measures appear to have successfully stabilized the channel.

The following additional observations were noted:

- Three hickory trees planted along the ditch banks have died. Approximate station locations are 23+00, 31+00, and 32+00. The contractor has been notified. It is recommended that replacement be scheduled during cooler weather, ideally in fall or early winter, to improve survivability.
- Tree stakes remain in place for all newly planted trees. These should be removed after one full growing season (April 2026).
- Minor rills and shallow scour channels were observed along the upper slopes of the ditch within the soccer field area. At present, the slopes are well vegetated and stable. No immediate corrective action is necessary; however, this area should continue to be monitored to ensure that erosion does not worsen over time.
- A hole approximately 4–5 inches in diameter was observed at the east entrance to the pedestrian bridge. This depression poses a potential trip hazard and should be filled and compacted promptly to eliminate the safety risk.



Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App. No. 12 (Final) from Southeastern

- A larger hole was noted on the east slope, approximately 100 feet downstream of the pedestrian bridge. This may be the result of localized erosion and should be further investigated. Filling and stabilizing the area may be warranted depending on the cause and depth of the void.
- At approx. Station 43+50 (behind 917 Riverchase Dr.) - Evidence of washout was observed beneath the Pyramat liner on the right bank, approximately two feet above the toe and just downstream of the sanitary sewer crossing. The likely cause is concentrated runoff from an adjacent area. The condition will continue to be monitored, and installation of riprap or other energy dissipation measures may be recommended if the erosion persists.

The enclosed **Final Summary Change Order** revises contract quantities to reflect completed work, increases the contract amount by $870.00, establishes the final contract amount as Four Million Seven Hundred Forty-Four Thousand Two Hundred Twelve Dollars and Fifty Cents ($4,744,212.50), and establishes **June 18, 2025** as the Substantial Completion date and the official start of the one-year warranty period.

In addition, this packet includes the following closeout documents:

- The contractor's Final Application for Payment
- Benchmark's Pay Application Worksheet verifying the final payment amount
- Benchmark's description and justification for final quantity adjustments
- Letter of Certification of Final Completion
- Consent of Surety to Final Payment

Should you have any questions or need additional information, please feel free to contact our office at (601) 627-7780.

Sincerely,

Woodman Berry, P.E.
Benchmark Engineering & Surveying, LLC



Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App. No. 12 (Final) from Southeastern

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## CONSTRUCTION CONTRACT CHANGE ORDER

**CHANGE ORDER NO.:** 1
**PROJECT NUMBER:** B-9228
**NAME OF PROJECT:** Oak Grove Ditch Bank Stabilization and Hydrologic Restoration
**OWNER:** Rankin County Board of Supervisors
**CONTRACTOR:** SouthEastern Pipeline & Environmental Services

**DESCRIPTION OF CHANGE**

Final Summary Change Order to adjust contract quantities to reflect final as-built conditions. June 18th 2025 shall serve as the official Substantial Completion Date and the beginning of the one-year warranty period.

**CHANGE ORDER BREAKDOWN**

| | |
|---|---|
| ORIGINAL CONTRACT AMOUNT: | $ 4,743,342.50 |
| PREVIOUS CHANGE ORDERS: | $ - |
| AMOUNT THIS CHANGE ORDER: | $ 870.00 (INCREASE) |
| **TOTAL CHANGE ORDER:** | $ 870.00 |
| **ADJUSTED CONTRACT AMOUNT:** | **$ 4,744,212.50** |

| | |
|---|---|
| ORIGINAL CONTRACT TIME: | 365 DAYS |
| CONTRACT TIME ADJUSTMENT: | 0 DAYS |
| **ADJUSTED CONTRACT TIME:** | **365 DAYS** |

**REQUESTED BY:** Rankin County Board of Supervisors
BY: _____ TITLE: President DATE: 8-15-25

**RECOMMENDED:** Benchmark Engineering & Surveying, LLC
BY: _____ TITLE: President DATE: 8/4/2025

**ACCEPTED BY:** SouthEastern Pipeline & Environmental Services
BY: _____ TITLE: President DATE: 8/6/25

You are hereby authorized to make the following changes/modifications for the above referenced project once this document has been signed by all parties. It is understood and agreed that this change is subject to the terms and conditions of the original contract agreement.

Brandon | 601.591.1077
Flowood | 601.627.7780
Madison | 769.289.0031
Est. 2004

Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App. No. 12 (Final) from Southeastern

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. 12

| | | |
|---|---|---|
| | Application Period: 6/3/25 - 7/3/25 | Application Date: 7/9/25 |
| To (Owner): Rankin County Board of Supervisors | From (Contractor): Southeastern Pipeline & Environmental Services | Via (Engineer): N/A |
| Project: Oak Grove Hydrologic Restoration | Contract: Oak Grove Ditch Bank Stabilization and Hydrologic Restoration | |
| Owner's Contract No.: | Contractor's Project No.: 335-24 | Engineer's Project No.: N/A |

**Application For Payment**

**Change Order Summary**

Approved Change Orders

| Number | Additions | Deductions |
|---|---|---|
| 1 | $870.00 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | $870.00 | |
| NET CHANGE BY CHANGE ORDERS | **$870.00** | |

| | | | | |
|---|---|---|---|---|
| 1. | ORIGINAL CONTRACT PRICE | | $ | $4,743,342.50 |
| 2. | Net change by Change Orders | | $ | $870.00 |
| 3. | Current Contract Price (Line 1 ± 2) | | $ | $4,744,212.50 |
| 4. | TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) | | $ | $4,744,212.50 |
| 5. | RETAINAGE: | | | |
| | a. | X $4,744,212.50 Work Completed | $ | |
| | b. 5% | X Stored Material | $ | |
| | c. Total Retainage (Line 5.a + Line 5.b) | | $ | |
| 6. | AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | | $ | $4,744,212.50 |
| 7. | LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | | $ | $4,743,207.50 |
| 8. | AMOUNT DUE THIS APPLICATION | | $ | $1,005.00 |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) | | $ | |

**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: 7/8/25 |
|---|---|

Payment of: $ 1,005.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: Woodman W. Berry (Engineer) 8/4/25 (Date)

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

is approved by: _____ (Owner) 8-15-25 (Date)

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


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Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App.

## Progress Estimate - Unit Price Work

## Contractor's Application

| For (Contract): | Oak Grove Hydrologic Restoration | | | | | | | Application Number: | 5 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Application Period: | 6/3/25 - 7/3/25 | | | | | | | Application Date: | 7/9/25 | | |
| A | | | | | B | C | D | E | F | | |
| Item | | Contract Information | | | | 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) |
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Item ($) | | | | | | |
| 1 | Mobilization | 1 | LS | $ 420,000.00 | $420,000.00 | 1 | $420,000.00 | | $420,000.00 | 100.0% | |
| 2 | Clearing and Grubbing | 7 | Acre | $ 98,250.00 | $687,750.00 | 7 | $687,750.00 | | $687,750.00 | 100.0% | |
| 3 | Fence Removal & Replacement | 3113.4 | LF | $ 75.00 | $233,505.00 | 3113.4 | $233,505.00 | | $233,505.00 | 100.0% | |
| 4 | Temporary Cyclone Fence (Installation & Removal) | 3110 | LF | $ 75.00 | $233,250.00 | 3110 | $233,250.00 | | $233,250.00 | 100.0% | |
| 5 | Temporary Safety Fence (Includes Installation & Removal) | 3120 | LF | $ 25.00 | $78,000.00 | 3120 | $78,000.00 | | $78,000.00 | 100.0% | |
| 6 | Relocation of Existing Structures | 4 | EA | $ 5,000.00 | $20,000.00 | 4 | $20,000.00 | | $20,000.00 | 100.0% | |
| 7 | Culvert Removal | 63 | LF | $ 250.00 | $15,750.00 | 63 | $15,750.00 | | $15,750.00 | 100.0% | |
| 8 | Temporary Erosion Control & Maintenance | 1 | LS | $ 110,250.00 | $110,250.00 | 1 | $110,250.00 | | $110,250.00 | 100.0% | |
| 9 | Lanklok S2 Erosion Control Blanket | 14222 | SY | $ 10.00 | $142,220.00 | 14222 | $142,220.00 | | $142,220.00 | 100.0% | |
| 10 | 300# Rip Rap with fabric | 3841 | TN | $ 150.00 | $576,150.00 | 3841 | $576,150.00 | | $576,150.00 | 100.0% | |
| 11 | Turf Reinforcement Mat (Pyramat 25) | 15,849 | SY | $ 40.00 | $633,960.00 | 15849 | $633,960.00 | | $633,960.00 | 100.0% | |
| 12 | Hydroseed (Channel Slopes) | | Acre | $ 20,000.00 | | | | | | | |
| 13 | Tree Planting | 55 | EA | $ 1,500.00 | $82,500.00 | 55 | $82,500.00 | | $82,500.00 | 100.0% | |
| 14* | Live Staking | 1,330 | SY | $ 50.00 | $66,500.00 | 1330 | $66,500.00 | | $66,500.00 | 100.0% | |
| 15* | Common Excavation (Used onsite) | 2,180 | CY | $ 20.00 | $43,600.00 | 2180 | $43,600.00 | | $43,600.00 | 100.0% | |
| 16* | Excess Excavation (Hauled off site) | 11,995 | CY | $ 30.00 | $359,850.00 | 11995 | $359,850.00 | | $359,850.00 | 100.0% | |
| 17 | Borrow Excavation (Top Soil) | | CY | $ 50.00 | | | | | | | |
| 18 | Undercut Excavation | 1,139 | CY | $ 20.00 | $22,780.00 | 1139 | $22,780.00 | | $22,780.00 | 100.0% | |
| 19 | Ditch Shaping & Grading | 20,500 | SY | $ 22.00 | $451,000.00 | 20500 | $451,000.00 | | $451,000.00 | 100.0% | |
| 20 | 18" Precast F.E.S. | 3 | EA | $ 7,500.00 | $22,500.00 | 3 | $22,500.00 | | $22,500.00 | 100.0% | |
| 21 | 24" Precast F.E.S. | 2 | EA | $ 10,000.00 | $20,000.00 | 2 | $20,000.00 | | $20,000.00 | 100.0% | |
| 22 | 300# Rip Rap with fabric (Storm Drain Outlet) | 200 | TN | $ 150.00 | $30,000.00 | 200 | $30,000.00 | | $30,000.00 | 100.0% | |
| 23 | 6' x 54' Pedestrian Timber Bridge | 1 | LS | $ 45,000.00 | $45,000.00 | 1 | $45,000.00 | | $45,000.00 | 100.0% | |
| 24 | Construction Staking | 1 | LS | $ 50,000.00 | $50,000.00 | 1 | $50,000.00 | | $50,000.00 | 100.0% | |
| 25 | Permanent Seed & Mulch | 2 | Acre | $ 15,000.00 | $22,500.00 | 1.5 | $22,500.00 | | $22,500.00 | 100.0% | |
| 26 | Solid Sod | 13,435 | SY | $ 13.50 | $181,372.50 | 13435 | $181,372.50 | | $181,372.50 | 100.0% | |
| 27 | Irrigation and Maintenance of Vegitation | 1 | LS | $ 75,000.00 | $75,000.00 | 1 | $75,000.00 | | $75,000.00 | 100.0% | |
| 28 | Construction Access Roads, Removal, and Repair | 1 | LS | $ 60,000.00 | $60,000.00 | 1 | $60,000.00 | | $60,000.00 | 100.0% | |
| 29 | Concrete Driveway Replacement | 221 | SY | $ 275.00 | $60,775.00 | 221 | $60,775.00 | | $60,775.00 | 100.0% | |
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Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App.

## Progress Estimate - Unit Price Work

## Contractor's Application

| For (Contract): | Oak Grove Hydrologic Restoration | | | | | | | Application Number: | 5 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Application Period: | 6/3/25 - 7/3/25 | | | | | | | Application Date: | 7/9/25 | | |
| 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) |
| 42 | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | Totals | | | | $4,744,212.50 | | $4,744,212.50 | | $4,744,212.50 | 100.0% | |


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Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App.

## Stored Material Summary

## Contractor's Application

| For (Contract): | Oak Grove Ditch Bank Stabilization and Hydrologic Restoration | | | | | | | Application Number: | 12 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Application Period: | 6/3/25 - 7/3/25 | | | | | | | Application Date: | 7/9/25 | | |
| A | | B | C | | D | | E | | F | | G |
| | | | | | Stored Previously | | | | Incorporated in Work | | |
| Bid Item No. | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Storage Location | Description of Materials or Equipment Stored | Date Placed into Storage (Month/Year) | Amount ($) | Amount Stored this Month ($) | Subtotal Amount Completed and Stored to Date (D + E) | Date (Month/ Year) | Amount ($) | Materials Remaining in Storage ($) (D + E - F) |
| 1 | | | | Mobilization | | | | | | | |
| 2 | | | | Clearing and Grubbing | | | | | | | |
| 3 | | | | Fence Removal & Replacement | | | | | | | |
| 4 | | | | Temporary Cyclone Fence (Installation & Removal) | | | | | | | |
| 5 | | | | Temporary Safety Fence (Includes Installation & Removal) | | | | | | | |
| 6 | | | | Relocation of Existing Structures | | | | | | | |
| 7 | | | | Culvert Removal | | | | | | | |
| 8 | | | | Temporary Erosion Control & Maintenance | | | | | | | |
| 9 | | | | Lanklok S2 Erosion Control Blanket | | | | | | | |
| 10 | | | | 300# Rip Rap with fabric | | | | | | | |
| 11 | | | Terry, MS | Turf Reinforcement Mat (Pyramat 25) | 11/2024 | $13,020.69 | | | 1/2025 | $13,020.69 | |
| 12 | | | | Hydroseed (Channel Slopes) | | | | | | | |
| 13 | | | | Tree Planting | | | | | | | |
| 14* | | | | Live Staking | | | | | | | |
| 15* | | | | Common Excavation (Used onsite) | | | | | | | |
| 16* | | | | Excess Excavation (Hauled off site) | | | | | | | |
| 17 | | | | Borrow Excavation (Top Soil) | | | | | | | |
| 18 | | | | Undercut Excavation | | | | | | | |
| 19 | | | | Ditch Shaping & Grading | | | | | | | |
| 20 | | | | 18" Precast F.E.S. | | | | | | | |
| 21 | | | | 24" Precast F.E.S. | | | | | | | |
| 22 | | | | 300# Rip Rap with fabric (Storm Drain Outlet) | | | | | | | |
| 23 | | | | 6' x 54' Pedestrian Timber Bridge | | | | | | | |
| 24 | | | | Construction Staking | | | | | | | |
| 25 | | | | Permanent Seed & Mulch | | | | | | | |
| 26 | | | | Solid Sod | | | | | | | |
| 27 | | | | Irrigation and Maintenance of Vegitation | | | | | | | |
| 28 | | | | Construction Access Roads, Removal, and Repair | | | | | | | |
| 29 | | | | Concrete Driveway Replacement | | | | | | | |


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Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App.

## Stored Material Summary

**Contractor's Application**

| For (Contract): | Oak Grove Ditch Bank Stabilization and Hydrologic Restoration | | | | | | | Application Number: | 12 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Application Period: | 6/3/25 - 7/3/25 | | | | | | | Application Date: | 7/9/25 | | |
| A | | B | C | | D | | E | | F | | G |
| | | | | | Stored Previously | | | | Incorporated in Work | | |
| Bid Item No. | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Storage Location | Description of Materials or Equipment Stored | Date Placed into Storage (Month/Year) | Amount ($) | Amount Stored this Month ($) | Subtotal Amount Completed and Stored to Date (D + E) | Date (Month/ Year) | Amount ($) | Materials Remaining in Storage ($) (D + E - F) |
| | | | | | | | | | | | |
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| | | | | **Totals** | | **$13,020.69** | | | | **$13,020.69** | |


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Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App.

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www.benchmarkms.net

PROJECT : *OAK GROVE DITCH BANK STABILIZATION AND HYDROLOGIC RESTORATION*
PROJ. NO.: B-9228

**FINAL**

| | | | | | | PAY REQUEST #12 - PAY PERIOD 6/10/25 to 6/20/25 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM # | DESCRIPTION | QTY. | UNIT | UNIT PRICE | SUBTOTAL | CURRENT QUANTITY | CURRENT TOTAL | QUANTITY TO DATE | QUANTITY REMAINING | TOTAL TO DATE | % COMPLETE |
| 1 | MOBILIZATION | 1 | LS | $ 420,000.00 | $ 420,000.00 | | $ - | 1 | 0.00 | $ 420,000.00 | 100.0% |
| 2 | CLEARING & GRUBBING (HAULED OFF-SITE) | 7 | AC | $ 98,250.00 | $ 687,750.00 | | $ - | 7.00 | 0.00 | $ 687,750.00 | 100.0% |
| 3 | FENCE REMOVAL AND REPLACEMENT | 3,100 | LF | $ 75.00 | $ 232,500.00 | 13.4 | $ 1,005.00 | 3,113.4 | -13 | $ 233,505.00 | 100.4% |
| 4 | TEMPORARY CYCLONE FENCE (INCLUDES INSTALLATION & REMOVAL) | 3,110 | LF | $ 75.00 | $ 233,250.00 | | $ - | 3,110 | 0 | $ 233,250.00 | 100.0% |
| 5 | TEMPORARY SAFETY FENCE (INCLUDES INSTALLATION & REMOVAL) | 3,120 | LF | $ 25.00 | $ 78,000.00 | | $ - | 3,120 | 0 | $ 78,000.00 | 100.0% |
| 6 | RELOCATION OF EXISTING STRUCTURES | 4 | EA | $ 5,000.00 | $ 20,000.00 | | $ - | 4 | 0 | $ 20,000.00 | 100.0% |
| 7 | CULVERT REMOVAL (ALL TYPES & SIZES) | 55 | LF | $ 250.00 | $ 13,750.00 | | $ - | 63 | -8 | $ 15,750.00 | 114.5% |
| 8 | TEMP. EROSION CONTROL INSTALLATION AND MAINTENANCE | 1 | LS | $ 110,250.00 | $ 110,250.00 | | $ - | 1 | 0 | $ 110,250.00 | 100.0% |
| 9 | LANDLOK S2 EROSION CONTROL BLANKET | 11,100 | SY | $ 10.00 | $ 111,000.00 | | $ - | 14,222 | -3122 | $ 142,220.00 | 128.1% |
| 10 | 300# RIP-RAP w/ FILTER FABRIC | 3,200 | TON | $ 150.00 | $ 480,000.00 | | $ - | 3,841 | -641 | $ 576,150.00 | 120.0% |
| 11 | TURF REINFORCEMENT MAT (PYRAMAT 25) | 16,700 | SY | $ 40.00 | $ 668,000.00 | | $ - | 15,849 | 851 | $ 633,960.00 | 94.9% |
| 12 | HYDROSEED (CHANNEL SLOPES) | 3 | AC | $ 20,000.00 | $ 60,000.00 | | $ - | 0 | 3.0 | $ - | 0.0% |
| 13 | TREE PLANTING (SEE TREE PLANTING PLAN ON SHEET 5) | 61 | EA | $ 1,500.00 | $ 91,500.00 | | $ - | 55 | 6 | $ 82,500.00 | 90.2% |
| 14 | LIVE STAKING | 1,500 | SY | $ 50.00 | $ 75,000.00 | | $ - | 1,330 | 170 | $ 66,500.00 | 88.7% |
| 15 | COMMON EXCAVATION, FM, AH (USED ON-SITE) | 2,000 | CY | $ 20.00 | $ 40,000.00 | | $ - | 2,180 | -180 | $ 43,600.00 | 109.0% |
| 16 | EXCESS EXCAVATION, FM, AH (HAULED OFF-SITE) | 12,000 | CY | $ 30.00 | $ 360,000.00 | | $ - | 11,995 | 5 | $ 359,850.00 | 99.96% |
| 17 | BORROW EXCAVATION, FM, AH (CONTRACTOR FURNISHED) (AMENDED TOPSOIL) | 1,500 | CY | $ 50.00 | $ 75,000.00 | | $ - | 0 | 1500 | $ - | 0.0% |
| 18 | UNDERCUT EXCAVATION, FM, AH | 300 | CY | $ 20.00 | $ 6,000.00 | | $ - | 1139 | -839 | $ 22,780.00 | 379.7% |
| 19 | DITCH SHAPING & FINE GRADING | 20,500 | SY | $ 22.00 | $ 451,000.00 | | $ - | 20,500 | 0 | $ 451,000.00 | 100.0% |
| 20 | 18" PRECAST F.E.S. | 3 | EA | $ 7,500.00 | $ 22,500.00 | | $ - | 3 | 0 | $ 22,500.00 | 100.0% |
| 21 | 24" PRECAST F.E.S. | 2 | EA | $ 10,000.00 | $ 20,000.00 | | $ - | 2 | 0 | $ 20,000.00 | 100.0% |
| 22 | 300# RIP-RAP (STORM DRAIN OUTLET PROTECTION -ON TOP OF TRM) | 200 | TON | $ 150.00 | $ 30,000.00 | | $ - | 200 | 0 | $ 30,000.00 | 100.0% |
| 23 | 6'X54' PEDESTRIAN TIMBER BRIDGE | 1 | LS | $ 45,000.00 | $ 45,000.00 | | $ - | 1 | 0% | $ 45,000.00 | 100.0% |
| 24 | CONSTRUCTION STAKING | 1 | EA | $ 50,000.00 | $ 50,000.00 | | $ - | 1 | 0% | $ 50,000.00 | 100.0% |
| 25 | PERMANENT SEED AND MULCH (RIPARIAN) | 3 | AC | $ 15,000.00 | $ 45,000.00 | | $ - | 1.5 | 1.50 | $ 22,500.00 | 50.0% |
| 26 | SOLID SOD | 3,155 | SY | $ 13.50 | $ 42,592.50 | | $ - | 13,435 | -10,280 | $ 181,372.50 | 425.8% |
| 27 | IRRIGATION AND MAINTENANCE OF VEGETATION | 1 | LS | $ 75,000.00 | $ 75,000.00 | | $ - | 1 | 0% | $ 75,000.00 | 100.0% |



Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App.

BENCHMARK ENGINEERING & SURVEYING, LLC

CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV MAPPING
www.benchmarkms.net

PROJECT : *OAK GROVE DITCH BANK STABILIZATION AND HYDROLOGIC RESTORATION*
PROJ. NO.: B-9228

**FINAL**

| | | | | | | PAY REQUEST #12 - PAY PERIOD 6/10/25 to 6/20/25 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *ITEM #* | *DESCRIPTION* | *QTY.* | *UNIT* | *UNIT PRICE* | *SUBTOTAL* | *CURRENT QUANTITY* | *CURRENT TOTAL* | *QUANTITY TO DATE* | *QUANTITY REMAINING* | *TOTAL TO DATE* | *% COMPLETE* |
| 28 | CONSTRUCTION ACCESS ROADS, REMOVAL & REPAIR | 1 | LS | $ 60,000.00 | $ 60,000.00 | | $ - | 1 | 0% | $ 60,000.00 | 100.0% |
| 29 | CONCRETE DRIVEWAY REPLACEMENT (ACCESS LOCATIONS) | 510 | SY | $ 275.00 | $ 140,250.00 | | $ - | 221 | 289 | $ 60,775.00 | 43.3% |
| | | | | *CONTRACT TOTAL* | *$ 4,743,342.50* | | *$ 1,005.00* | | | *$ 4,744,212.50* | |

PAY REQUEST HAS BEEN REVIEWED IN THE FIELD AND THE REQUEST APPEARS TO BE ACCURATE TO THE WORK THAT HAS BEEN PERFORMED PER THE PAY PERIOD END DATE

SIGNED: Woodman W. Berry

PRINT: Woodman Berry, P.E.

| | | |
|---|---|---|
| ORIGINAL CONTRACT PRICE | $ | 4,743,342.50 |
| NET CHANGE BY CHANGE ORDERS | $ | - |
| CURRENT CONTRACT PRICE | $ | 4,743,342.50 |
| COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE: | $ | 4,744,212.50 |
| EXTRA WORK PERFORMED TO DATE: | $ | - |
| COST OF TOTAL WORK PERFORMED TO DATE: | $ | 4,744,212.50 |
| STORED MATERIALS: | | |
| SUBTOTAL: | $ | 4,744,212.50 |
| 0.00% LESS RETAINAGE | $ | - |
| SUBTOTAL LESS RETAINAGE: | $ | 4,744,212.50 |
| LESS PREVIOUS PAYMENTS AND AMOUNTS DUE FROM PREVIOUS: | $ | 4,743,207.50 |
| FUEL ADJUSTMENT (N/A) | | |
| **BALANCE DUE THIS PAYMENT:** | $ | 1,005.00 |
| FINAL COST ADJUSTMENT: | $ | (870.00) |

CD's

***Start Date:*** June 10, 2024
***TOTAL CONTRACT TIME (DAYS) =*** 365

***TOTAL DAYS IN THIS PAY PERIOD =*** 10

***TOTAL DAYS =*** 373
***TOTAL CONTRACT TIME USED =*** 102%

***% BILLED = 100.02%***



Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App.

BENCHMARK
ENGINEERING & SURVEYING, LLC

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www.benchmarkms.net

PROJECT : *OAK GROVE DITCH BANK STABILIZATION AND HYDROLOGIC RESTORATION*
PROJ. NO.: B-9228

| | | | | | | FINAL QUANTITY ADJUSTMENTS | | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM # | DESCRIPTION | QTY. | UNIT | UNIT PRICE | SUBTOTAL | FINAL QUANTITY | QUANTITY ADJUSTMENT | ADJUSTMENT REASON | TOTAL CONTRACT CHANGE |
| 1 | MOBILIZATION | 1 | LS | $ 420,000.00 | $ 420,000.00 | 1 | - | | - |
| 2 | CLEARING & GRUBBING (HAULED OFF-SITE) | 7 | AC | $ 98,250.00 | $ 687,750.00 | 7 | - | | - |
| 3 | FENCE REMOVAL AND REPLACEMENT | 3,100 | LF | $ 75.00 | $ 232,500.00 | 3,113.4 | 13.4 | Field adjustment | $ 1,005.00 |
| 4 | TEMPORARY CYCLONE FENCE (INCLUDES INSTALLATION & REMOVAL) | 3,110 | LF | $ 75.00 | $ 233,250.00 | 3,110 | - | | - |
| 5 | TEMPORARY SAFETY FENCE (INCLUDES INSTALLATION & REMOVAL) | 3,120 | LF | $ 25.00 | $ 78,000.00 | 3,120 | - | | - |
| 6 | RELOCATION OF EXISTING STRUCTURES | 4 | EA | $ 5,000.00 | $ 20,000.00 | 4 | - | | - |
| 7 | CULVERT REMOVAL (ALL TYPES & SIZES) | 55 | LF | $ 250.00 | $ 13,750.00 | 63 | 8 | Field adjustment | $ 2,000.00 |
| 8 | TEMP. EROSION CONTROL INSTALLATION AND MAINTENANCE | 1 | LS | $ 110,250.00 | $ 110,250.00 | 1 | - | | - |
| 9 | LANDLOK S2 EROSION CONTROL BLANKET | 11,100 | SY | $ 10.00 | $ 111,000.00 | 14,222 | 3122 | Additional quantities required at the Soccer Fields | $ 31,220.00 |
| 10 | 300# RIP-RAP w/ FILTER FABRIC | 3,200 | TON | $ 150.00 | $ 480,000.00 | 3,841 | 641 | Additional quantities used for check dams | $ 96,150.00 |
| 11 | TURF REINFORCEMENT MAT (PYRAMAT 25) | 16,700 | SY | $ 40.00 | $ 668,000.00 | 15,849 | -851 | Field adjustment | $ (34,040.00 |
| 12 | HYDROSEED (CHANNEL SLOPES) | 3 | AC | $ 20,000.00 | $ 60,000.00 | 0 | -3 | Did not use / placed Sod in channel instead | $ (60,000.00 |
| 13 | TREE PLANTING (SEE TREE PLANTING PLAN ON SHEET 5) | 61 | EA | $ 1,500.00 | $ 91,500.00 | 55 | -6 | Some homeowners requested no trees | $ (9,000.00 |
| 14 | LIVE STAKING | 1,500 | SY | $ 50.00 | $ 75,000.00 | 1,330 | -170 | Field adjustment | $ (8,500.00 |
| 15 | COMMON EXCAVATION, FM, AH (USED ON-SITE) | 2,000 | CY | $ 20.00 | $ 40,000.00 | 2,180 | 180 | Field adjustment | $ 3,600.00 |
| 16 | EXCESS EXCAVATION, FM, AH (HAULED OFF-SITE) | 12,000 | CY | $ 30.00 | $ 360,000.00 | 11,995 | -5 | Field adjustment | $ (150.00 |
| 17 | BORROW EXCAVATION, FM, AH (CONTRACTOR FURNISHED) (AMENDED TOPSOIL) | 1,500 | CY | $ 50.00 | $ 75,000.00 | 0 | -1500 | Did not use / placed sod in channel instead | $ (75,000.00 |
| 18 | UNDERCUT EXCAVATION, FM, AH | 300 | CY | $ 20.00 | $ 6,000.00 | 1,139 | 839 | Field adjustment | $ 16,780.00 |
| 19 | DITCH SHAPING & FINE GRADING | 20,500 | SY | $ 22.00 | $ 451,000.00 | 20,500 | - | | - |
| 20 | 18" PRECAST F.E.S. | 3 | EA | $ 7,500.00 | $ 22,500.00 | 3 | - | | - |
| 21 | 24" PRECAST F.E.S. | 2 | EA | $ 10,000.00 | $ 20,000.00 | 2 | - | | - |
| 22 | 300# RIP-RAP (STORM DRAIN OUTLET PROTECTION -ON TOP OF TRM) | 200 | TON | $ 150.00 | $ 30,000.00 | 200 | - | | - |
| 23 | 6'X54' PEDESTRIAN TIMBER BRIDGE | 1 | LS | $ 45,000.00 | $ 45,000.00 | 1 | - | | - |
| 24 | CONSTRUCTION STAKING | 1 | EA | $ 50,000.00 | $ 50,000.00 | 1 | - | | - |
| 25 | PERMANENT SEED AND MULCH (RIPARIAN) | 3 | AC | $ 15,000.00 | $ 45,000.00 | 2 | -1.5 | Field adjustment | $ (22,500.00 |
| 26 | SOLID SOD | 3,155 | SY | $ 13.50 | $ 42,592.50 | 13,435 | 10,280 | Additional quantities used in place of hydroseed | $ 138,780.00 |
| 27 | IRRIGATION AND MAINTENANCE OF VEGETATION | 1 | LS | $ 75,000.00 | $ 75,000.00 | 1 | - | | - |
| 28 | CONSTRUCTION ACCESS ROADS, REMOVAL & REPAIR | 1 | LS | $ 60,000.00 | $ 60,000.00 | 1 | - | | - |
| 29 | CONCRETE DRIVEWAY REPLACEMENT (ACCESS LOCATIONS) | 510 | SY | $ 275.00 | $ 140,250.00 | 221 | -289 | Not all proposed access locations were used | $ (79,475.00 |
| | | | | CONTRACT TOTAL | $ 4,743,342.50 | | | | $ 870.00 |



Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App.

# Final Completion Certificate

SOUTHEASTERN Pipeline & Environmental Services

July 8th, 2025

Southeastern Pipeline & Environmental Services

Subject: Oak Grove Ditch Stabilization and Hydrologic Restoration
Project No. WE-21255-5.09

Request for Certification of Achievement of Final Completion

THE WORK TO WHICH THIS CERTIFICATE APPLIES HAS BEEN INSPECTED BY AUTHORIZED REPRESENTATIVES OF COMPANY AND CONTRACTOR. ALL ITEMS LISTED AS OUTSTANDING ON THE CERTIFICATE(S) OF FINAL COMPLETION HAVE BEEN COMPLETED, AND THE WORK IS HEREBY DECLARED TO BE FULLY COMPLETE IN ACCORDANCE WITH, AND AS DEFINED IN, THE AGREEMENT ON:

June 18th, 2025
Date of Final Completion

CONTRACTOR HEREBY CERTIFIES AND ATTESTS UNDER THE PENALTIES OF PERJURY THAT ALL PAYROLLS, PAYROLL TAXES, LIENS, CHARGES, CLAIMS, DEMANDS, JUDGMENTS, SECURITY INTERESTS, BILLS FOR MATERIALS AND EQUIPMENT, AND OTHER INDEBTEDNESS CONNECTED WITH THE WORK FOR WHICH CONTRACTOR MAY IN ANY WAY BE RESPONSIBLE HAVE BEEN PAID IN FULL AND/OR OTHERWISE SATISFIED. CONTRACTOR AGREES TO IMMEDIATELY, AND UPON REQUEST OF COMPANY, MAKE AVAILABLE ANY DATA, DOCUMENTS, AND/OR OTHER MATERIALS WITH RESPECT TO THE PAYMENT OR SATISFACTION OF ANY SUCH PAYROLLS, PAYROLL TAXES, LIENS, CHARGES, CLAIMS, DEMANDS, JUDGMENTS, SECURITY INTERESTS, BILLS FOR MATERIALS AND EQUIPMENT, AND OTHER INDEBTEDNESS.

Contractor represents that the following conditions for Final Completion have been fulfilled:

(a) cleanup of the Facility has been completed and the Facility is free and clear of construction debris and has been cleaned to Company's satisfaction;

(b) Contractor has removed (and disposed of) all materials and debris arising from the Work as required by Applicable Laws, any Government Instrumentality, or GEOP;

(c) all waste materials to be disposed of by Contractor pursuant to the Scope of Work have been disposed of in compliance with Applicable Laws and GEOP;

(d) all Specifications, Drawings, manuals, and instructions (current as of such time) to be delivered by Contractor have been submitted to Company in a form acceptable to Company;

(e) Contractor has removed all of its construction equipment, material, and support personnel (except to the extent they are needed to perform warranty obligations) from the Facility;

(f) all Work (including reclamation and restoration of rights-of-way and other work required by applicable permits) has been completed;



Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App. No. 12 (Final) from Southeastern

(g) Company Representative has received a release or other appropriate indication of acceptance from the appropriate Government Instrumentality with respect to all permits under Contractor's responsibility;

(h) all final documentation has been delivered to the engineer, including test results required by the Agreement or the Work Release;

(i) Company Representative has received a release of claims and damages or other appropriate indication of acceptance of the construction from all landowners;

(j) Company Representative has received each lien waiver and release of liens from and by Contractor and each Subcontractor in a form satisfactory to Company;

(k) Contractor has met each of its other obligations under the Agreement and the Work Release (other than any obligations that survive termination of the Agreement and of the Work Release);

(l) Contractor has achieved Substantial Completion;

(m) Contractor has provided for all insurance coverages and security requirements for the time periods identified in the Agreement;

(n) Company and Contractor have completed a final reconciliation in accordance with the Agreement; and

The undersigned, a duly authorized representative of Contractor, has provided, and Owner Representative has accepted receipt of, this Final Completion Certificate:

**Southeastern Pipeline & Environmental Services**

By: _____
Name: Patrick McManus
Title: President
Date: 7/8/25



Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App. No. 12 (Final) from Southeastern

# CONSENT OF SURETY TO FINAL PAYMENT

*AIA Document G707*

| | |
|---|---|
| OWNER | ☐ |
| ARCHITECT | ☐ |
| CONTRACTOR | ☐ |
| SURETY | ☒ |
| OTHER | ☐ |

Bond No. GSA1400679

TO OWNER:
*(Name and address)*

Rankin County Board of Supervisors
211 East Government Street, Suite A
Bbrandon, MS 39042

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Oak Grove Ditch Bank Stabilization And Hydrologic Restoration

CONTRACT DATED:

PROJECT:
*(Name and address)*

Oak Grove Ditch Bank Stabilization And Hydrologic Restoration

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

, SURETY,

on bond of
*(Insert name and address of Contractor)*

Southeastern Pipeline & Environmental Services LLC
13252 E. I-155 Frontage Rd, PO Box 988
Terry, MS 39170

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
*(Insert name and address of Owner)*

Rankin County Board of Supervisors
211 East Government Street, Suite A
Bbrandon, MS 39042

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 3, 2025
*(Insert in writing the month followed by the numeric date and year.)*

Attest:
(Seal): Jordan Carter

THE GRAY CASUALTY & SURETY COMPANY — SEAL

The Gray Casualty & Surety Company
*(Surety)*

Fielden Mitts
*(Signature of authorized representative)*

Fielden Mitts, Attorney-in-Fact
*(Printed name and title)*

G707—1994



Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App. No. 12 (Final) from Southeastern

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

# GENERAL POWER OF ATTORNEY

**Bond Number:** GSA1400679
**Principal:** Southeastern Pipeline & Environmental Services LLC
**Obligee:** Rankin County Board of Supervisors

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 3rd day of June , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 3rd day of June , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Attachment: Oak Grove Ditch Stabilization Project - Approval of Final Summary Change Order & Pay App. No. 12 (Final) from Southeastern

BENCHMARK
ENGINEERING & SURVEYING, LLC

CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV MAPPING
www.benchmarkms.net

August 11, 2025

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

RE: WE 21255-4.07 – Hydrologic Restoration of Stormwater Infrastructure near Reservoir East Subdivision, Benchmark Project #B-9666
Pay Request #11

Dear Mr. Hicks,

Enclosed for your review and approval are the necessary documents for **Pay Request No. 11** from Thorton Construction Co., Inc. for construction services performed on the **Hydrologic Restoration of Stormwater Infrastructure near Reservoir East Subdivision** project. The total amount requested is Eight Hundred Thirty-One Thousand Nine Hundred Thirty-Four Dollars and Fifty Cents ($831,934.50).

This application includes the Letter of **Substantial Completion** dated **July 30, 2025**. The only remaining work item is the milling and overlay along Cherry Bark and Sara Fox Drive. A meeting between the contractor and the County Road Administrator resulted in an agreement that this final work will be completed after the County performs the necessary asphalt removal and subgrade preparation. The target completion date for this work is August 15, 2025.

The application has been thoroughly reviewed and is recommend for submission to the Board of Supervisors for approval. If you have any questions or require additional information, please feel free to contact our office at (601) 627-7780.

Sincerely,

Woodman Berry, P.E.
Benchmark Engineering & Surveying, LLC



Attachment: Hydrologic Restoration @ Reservoir East - Approval of Pay App. No. 11 from Thornton Construction ($831,934.50) (22098 :

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No. 11

| | | |
|---|---|---|
| To (Owner): Rankin County Board of Supervisors | Application Period: Jul-25 | Application Date: |
| Project: Hydrologic Restoration of Stormwater Infrastructure Near Reservoir East Subdivision | From (Contractor): Thornton Construction Co., Inc. | Via (Engineer): Benchmark Engineering and Surveying, LLC |
| Owner's Contract No.: | Contract: | |
| | Contractor's Project No.: | Engineer's Project No.: |

**Application For Payment**
**Change Order Summary**

Approved Change Orders

| Number | Additions | Deductions |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT PRICE | $ | $7,511,922.00 |
| 2. Net change by Change Orders | $ | |
| 3. Current Contract Price (Line 1 ± 2) | $ | $7,511,922.00 |
| 4. WORK COMPLETED TO DATE (Column F total on Progress Estimates) | $ | $7,046,924.67 |
| 5. TOTAL STORED TO DATE (See Stored Material Summary) | $ | |
| 6. COMPLETED AND STORED TO DATE | $ | $7,046,924.67 |
| 7. RETAINAGE: | | |
| a. 2.5% X $7,046,924.67 Work Completed | $ | $176,173.12 |
| b. 2.5% X _____ Stored Material | $ | |
| c. Total Retainage (Line 7.a + Line 7.b) | $ | $176,173.12 |
| 8. AMOUNT ELIGIBLE TO DATE (Line 6 - Line 7.c) | $ | $6,870,751.55 |
| 9. LESS PREVIOUS PAYMENTS (Line 8 from prior Application) | $ | $6,038,817.06 |
| 10. AMOUNT DUE THIS APPLICATION | $ | $831,934.50 |
| 11. BALANCE TO FINISH, PLUS RETAINAGE | $ | $641,170.45 |

**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: Matt Thornton | Date: 08/05/2025 |

Payment of: $ 831,934.50
(Line 8 or other - attach explanation of the other amount)

is recommended by: Woodman W. Berry (Engineer) 8-5-25 (Date)

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

is approved by: _____ (Owner) 8-15-25 (Date)

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

EJCDC® C-620 Contractor's Application for Payment© 2013 National Society of Professional Engineers for EJCDC. All rights reserved. 

Attachment: Hydrologic Restoration @ Reservoir East - Approval of Pay App. No. 11 from Thornton

## Progress Estimate - Unit Price Work

## Contractor's Application

| For (Contract): | Hydrologic Restoration of Stormwater Infrastructure Near Reservoir East Subdivision | | | | | | | | | Application Number: | 11 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Application Period: | Jul-25 | | | | | | | | | Application Date: | 8/1/2025 | | |
| A | | | | | B | C | D | E | F | G | H | | I |
| Item | | Contract Information | | | | Estimated Quantity Installed This Period | Estimated Quantity Installed Total | Value of Work Installed This Period | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date | % (H / B) | Balance to Finish (B - H) |
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Item ($) | | | | | | | | |
| | Base Bid | | | | | | | | | | | | |
| 1 | Mobilization | 1 | LS | $ 440,250.00 | $ 440,250.00 | | 1.00 | | $440,250.00 | | $440,250.00 | 100.0% | $ - |
| 2 | Clearing and Grubbing (hauled off site) | 8.2 | AC | $ 31,730.00 | $ 260,186.00 | | 8.20 | | $260,186.00 | | $260,186.00 | 100.0% | $ - |
| 3 | Fence removal and replacement | 310 | LF | $ 65.20 | $ 20,212.00 | | | | | | | | $ 20,212.00 |
| 4 | Temporary cyclone fence (includes installation and remova | 315 | LF | $ 47.00 | $ 14,805.00 | | | | | | | | $ 14,805.00 |
| 5 | Pipe removal (all types and sizes) | 185 | LF | $ 38.00 | $ 7,030.00 | 107.00 | 185.00 | 4,066.00 | $7,030.00 | | $7,030.00 | 100.0% | $ - |
| 6 | Relocation of existing structures | 3 | EA | $ 850.00 | $ 2,550.00 | | 1.00 | | $850.00 | | $850.00 | 33.3% | $ 1,700.00 |
| 7 | Temporary erosion control installation and maintenance | 1 | LS | $ 169,700.00 | $ 169,700.00 | 0.10 | 1.00 | 16,970.00 | $169,700.00 | | $169,700.00 | 100.0% | $ - |
| 8 | Landlok S2 erosion control blanket | 10500 | SY | $ 7.30 | $ 76,650.00 | 8,080.00 | 10,500.00 | 58,984.00 | $76,650.00 | | $76,650.00 | 100.0% | $ - |
| 9 | 300# Rip Rap w/ filter fabric | 1135 | TN | $ 153.00 | $ 173,655.00 | | 1,451.79 | | $222,123.87 | | $222,123.87 | 127.9% | $ (48,468.87) |
| 10 | 200# Rip Rap w/ filter fabric (toe of pyramat key & ditch ch | 1800 | TN | $ 180.00 | $ 324,000.00 | 369.09 | 1,036.78 | 66,436.20 | $186,620.40 | | $186,620.40 | 57.6% | $ 137,379.60 |
| 11 | Turf reinforcement mat (pyramat 25) | 14500 | SY | $ 39.50 | $ 572,750.00 | 6,595.00 | 14,208.00 | 260,502.50 | $561,216.00 | | $561,216.00 | 98.0% | $ 11,534.00 |
| 12 | Hydroseed (on top of TRM) | 2.2 | AC | $ 21,940.00 | $ 48,268.00 | 1.70 | 2.20 | 37,298.00 | $48,268.00 | | $48,268.00 | 100.0% | $ - |
| 13 | Common excavation, FM, AH (used on site) | 500 | CY | $ 46.00 | $ 23,000.00 | 250.00 | 500.00 | 11,500.00 | $23,000.00 | | $23,000.00 | 100.0% | $ - |
| 14 | Excess excavation, FM, AH (hauled off site) | 15600 | CY | $ 36.00 | $ 561,600.00 | 3,600.00 | 18,576.00 | 129,600.00 | $668,736.00 | | $668,736.00 | 119.1% | $ (107,136.00) |
| 15 | Borrow excavation, FM, AH (contractor furnished) (amend | 1300 | CY | $ 68.00 | $ 88,400.00 | 441.00 | 975.00 | 29,988.00 | $66,300.00 | | $66,300.00 | 75.0% | $ 22,100.00 |
| 16 | Undercut excavation, FM, AH (hauled off site) | 300 | CY | $ 54.00 | $ 16,200.00 | | | | | | | | $ 16,200.00 |
| 17 | Ditch shaping & fine grading | 21000 | SY | $ 9.10 | $ 191,100.00 | 10,500.00 | 21,000.00 | 95,550.00 | $191,100.00 | | $191,100.00 | 100.0% | $ - |
| 18 | Excess excavation, FM, AH (detention basin, hauled off site | 2100 | CY | $ 61.00 | $ 128,100.00 | | 1,584.00 | | $96,624.00 | | $96,624.00 | 75.4% | $ 31,476.00 |
| 19 | Detention basin cleaning & reshaping | 2900 | SY | $ 10.60 | $ 30,740.00 | | 2,900.00 | | $30,740.00 | | $30,740.00 | 100.0% | $ - |
| 20 | 18" precast FES | 1 | EA | $ 2,700.00 | $ 2,700.00 | | 1.00 | | $2,700.00 | | $2,700.00 | 100.0% | $ - |
| 21 | 15" precast FES | 1 | EA | $ 1,735.00 | $ 1,735.00 | | 1.00 | | $1,735.00 | | $1,735.00 | 100.0% | $ - |
| 22 | 200# Rip rap (storm dain outlet protection - on top of TRM | 90 | TN | $ 183.00 | $ 16,470.00 | 25.00 | 90.00 | 4,575.00 | $16,470.00 | | $16,470.00 | 100.0% | $ - |
| 23 | Permanent seed and mulch (riparian) | 3.65 | AC | $ 5,000.00 | $ 18,250.00 | 3.15 | 3.65 | 15,750.00 | $18,250.00 | | $18,250.00 | 100.0% | $ - |
| 24 | Permanent seed (detention basin) | 0.7 | AC | $ 7,150.00 | $ 5,005.00 | | 0.70 | | $5,005.00 | | $5,005.00 | 100.0% | $ - |
| 25 | Construction acces road, removal & repair | 2 | LS | $ 51,200.00 | $ 102,400.00 | 1.00 | 2.00 | 51,200.00 | $102,400.00 | | $102,400.00 | 100.0% | $ - |
| | **BASE BID TOTAL:** | | | | **$ 3,295,756.00** | | | | | | | | |
| | **Add Alternate #1** | | | | | | | | | | | | |
| 26 | Clearing and Grubbing (Hauled off site) | 13.7 | AC | $ 5,550.00 | $ 76,035.00 | | 13.70 | | $76,035.00 | | $76,035.00 | 100.0% | $ - |
| 27 | Excess Excavation (detention basin #1) | 82000 | CY | $ 41.40 | $ 3,394,800.00 | | 78,096.00 | | $3,233,174.40 | | $3,233,174.40 | 95.2% | $ 161,625.60 |
| 28 | Detention basin cleaning & reshaping | 61300 | SY | $ 8.25 | $ 505,725.00 | 12,150.00 | 61,300.00 | 100,237.50 | $505,725.00 | | $505,725.00 | 100.0% | $ - |
| 29 | Permanent seed (detention basin #1 only) | 12.6 | AC | $ 2,860.00 | $ 36,036.00 | 12.60 | 12.60 | 36,036.00 | $36,036.00 | | $36,036.00 | 100.0% | $ - |
| | **BID ALTERNATE #1 TOTAL:** | | | | **$ 4,012,596.00** | | | | | | | | |
| | **Add Alternate #2** | | | | | | | | | | | | |
| 30 | Cold milling of pavement | 8800 | SY | $ 5.00 | $ 44,000.00 | | | | | | | | $ 44,000.00 |
| 31 | 2" SC-1, Type 8 | 985 | TN | $ 162.00 | $ 159,570.00 | | | | | | | | $ 159,570.00 |
| | **BID ALTERNATE #2 TOTAL:** | | | | **$ 203,570.00** | | | | | | | | |
| | **TOTALS:** | | | | **$ 7,511,922.00** | | | **918,693.20** | **$7,046,924.67** | | **$7,046,924.67** | | **$ 464,997.33** |



Attachment: Hydrologic Restoration @ Reservoir East - Approval of Pay App. No. 11 from Thornton

**Stored material**

| | | | | PREVIOUSLY RECEIVED | RECEIVED CURRENT | TOTAL RECEIVED | PREVIOUS USED | CURRENT USED | TOTAL USED | STORED TOTAL | UNIT COST | UNIT | TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11 | Turf reinforcement mat (pyramat 25) | 14500 | SY | 14464 | 0 | 14464 | 5910 | 8554 | 14464 | 0 | $ 9.55 | SY | $ - |

Total stored to date: $ -

Attachment: Hydrologic Restoration @ Reservoir East - Approval of Pay App. No. 11 from Thornton

BENCHMARK ENGINEERING & SURVEYING, LLC

CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV MAPPING
www.benchmarkms.net

PROJECT : *HYDROLOGIC RESTORATION OF STORMWATER INFRASTRUCTURE NEAR RESEVOIR EAST SUBDIVISION*

PROJ. NO.: B-9666

| | | | | | | PAY REQUEST #11 - PAY PERIOD 7/1/25 to 7/31/25 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM # | DESCRIPTION | QTY. | UNIT | UNIT PRICE | SUBTOTAL | CURRENT QUANTITY | CURRENT TOTAL | QUANTITY TO DATE | QUANTITY REMAINING | TOTAL TO DATE | % COMPLETE |
| BASE BID | | | | | | | | | | | |
| 1 | MOBILIZATION | 1 | LS | $ 440,250.00 | $ 440,250.00 | | $ - | 1.00 | 0.00 | $ 440,250.00 | 100.0% |
| 2 | CLEARING & GRUBBING (HAULED OFF-SITE) | 8.20 | AC | $ 31,730.00 | $ 260,186.00 | | $ - | 8.20 | 0.00 | $ 260,186.00 | 100.0% |
| 3 | FENCE REMOVAL AND REPLACEMENT | 310 | LF | $ 65.20 | $ 20,212.00 | | $ - | 0.00 | 310 | $ - | 0.0% |
| 4 | TEMPORARY CYCLONE FENCE (INCLUDES INSTALLATION & REMOVAL) | 315 | LF | $ 47.00 | $ 14,805.00 | | $ - | 0.00 | 315 | $ - | 0.0% |
| 5 | PIPE REMOVAL (ALL TYPES & SIZES) | 185 | LF | $ 38.00 | $ 7,030.00 | 107 | $ 4,066.00 | 185.00 | 0 | $ 7,030.00 | 100.0% |
| 6 | RELOCATION OF EXISTING STRUCTURES | 3 | EA | $ 850.00 | $ 2,550.00 | | $ - | 1.00 | 2 | $ 850.00 | 33.3% |
| 7 | TEMPORARY EROSION CONTROL INSTALLATION AND MAINTENANCE | 1 | LS | $ 169,700.00 | $ 169,700.00 | 0.10 | $ 16,970.00 | 1.00 | 0.00 | $ 169,700.00 | 100.0% |
| 8 | LANDLOK S2 EROSION CONTROL BLANKET | 10500 | SY | $ 7.30 | $ 76,650.00 | 8080 | $ 58,984.00 | 10500.00 | 0 | $ 76,650.00 | 100.0% |
| 9 | 300# RIP-RAP W/ FILTER FABRIC | 1135 | TON | $ 153.00 | $ 173,655.00 | | $ - | 1451.79 | -317 | $ 222,123.87 | 127.9% |
| 10 | 200# RIP-RAP W/ FILTER FABIRC (TOE OF PYRAMAT KEY & DITCH CHECKS) | 1,800 | TON | $ 180.00 | $ 324,000.00 | 369.09 | $ 66,436.20 | 1036.78 | 763 | $ 186,620.40 | 57.6% |
| 11 | TURF REINFORCEMENT MAT (PYRAMAT 25) | 14,500 | SY | $ 39.50 | $ 572,750.00 | 6595 | $ 260,502.50 | 14208.00 | 292 | $ 561,216.00 | 98.0% |
| 12 | HYDROSEED (ON TOP OF TRM) | 2.20 | AC | $ 21,940.00 | $ 48,268.00 | 1.70 | $ 37,298.00 | 2.20 | 0.00 | $ 48,268.00 | 100.0% |
| 13 | COMMON EXCAVATION, FM, AH (USED ON SITE) | 500 | CY | $ 46.00 | $ 23,000.00 | 250 | $ 11,500.00 | 500.00 | 0 | $ 23,000.00 | 100.0% |
| 14 | EXCESS EXCAVATION, FM, AH (HAULED OFF-SITE) | 15,600 | CY | $ 36.00 | $ 561,600.00 | 3600 | $ 129,600.00 | 18576.00 | -2,976 | $ 668,736.00 | 119.1% |
| 15 | BORROW EXCAVATION, FM, AH (CONTRACTOR FURNISHED)(AMENDED TOPSOIL) | 1,300 | CY | $ 68.00 | $ 88,400.00 | 441 | $ 29,988.00 | 975.00 | 325 | $ 66,300.00 | 75.0% |
| 16 | UNDERCUT EXCAVATION, FM, AH (HAULED OFF-SITE) | 300 | CY | $ 54.00 | $ 16,200.00 | | $ - | 0.00 | 300 | $ - | 0.0% |
| 17 | DITCH SHAPING & FINE GRADING | 21,000 | SY | $ 9.10 | $ 191,100.00 | 10,500 | $ 95,550.00 | 21000.00 | 0 | $ 191,100.00 | 100.0% |
| 18 | EXCESS EXCAVATION,FM, AH (DETENTION BASIN - HAULED OFF-SITE) | 2,100 | CY | $ 61.00 | $ 128,100.00 | | $ - | 1584.00 | 516 | $ 96,624.00 | 75.4% |
| 19 | DETENTION BASIN CLEANING & RESHAPING | 2,900 | SY | $ 10.60 | $ 30,740.00 | | $ - | 2900.00 | 0 | $ 30,740.00 | 100.0% |
| 20 | 18" PRECAST F.E.S. | 1 | EA | $ 2,700.00 | $ 2,700.00 | | $ - | 1.00 | 0 | $ 2,700.00 | 100.0% |
| 21 | 15" PRECAST F.E.S. | 1 | EA | $ 1,735.00 | $ 1,735.00 | | $ - | 1.00 | 0 | $ 1,735.00 | 100.0% |
| 22 | 200# RIP-RAP (STORM DRAIN OUTLET PROTECTION - ON TOP OF TRM) | 90 | TON | $ 183.00 | $ 16,470.00 | 25 | $ 4,575.00 | 90.00 | 0 | $ 16,470.00 | 100.0% |
| 23 | PERMANENT SEED AND MULCH (RIPARIAN) | 3.65 | AC | $ 5,000.00 | $ 18,250.00 | 3.15 | $ 15,750.00 | 3.65 | 0.00 | $ 18,250.00 | 100.0% |
| 24 | PERMANENT SEED (DETENTION BASIN) | 0.70 | AC | $ 7,150.00 | $ 5,005.00 | | $ - | 0.70 | 0.00 | $ 5,005.00 | 100.0% |
| 25 | CONSTRUCTION ACCESS ROAD, REMOVAL & REPAIR | 2 | LS | $ 51,200.00 | $ 102,400.00 | 1.00 | $ 51,200.00 | 2.00 | 0.00 | $ 102,400.00 | 100.0% |



Attachment: Hydrologic Restoration @ Reservoir East - Approval of Pay App. No. 11 from Thornton

BENCHMARK
ENGINEERING & SURVEYING, LLC

CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV MAPPING
www.benchmarkms.net

PROJECT : *HYDROLOGIC RESTORATION OF STORMWATER INFRASTRUCTURE NEAR RESEVOIR EAST SUBDIVISION*

PROJ. NO.: B-9666

| | | | | | | PAY REQUEST #11 - PAY PERIOD 7/1/25 to 7/31/25 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| *ITEM #* | *DESCRIPTION* | *QTY.* | *UNIT* | *UNIT PRICE* | *SUBTOTAL* | *CURRENT QUANTITY* | *CURRENT TOTAL* | *QUANTITY TO DATE* | *QUANTITY REMAINING* | *TOTAL TO DATE* | *% COMPLETE* |
| ***ADD ALTERNATE #1*** | | | | | | | | | | | |
| 26 | CLEARING AND GRUBBING (HAULED OFF-SITE) | 13.70 | AC | $ 5,550.00 | $ 76,035.00 | | $ - | 13.70 | 0.00 | $ 76,035.00 | 100.0% |
| 27 | EXCESS EXCAVATION, FM, AH (DETENTION BASIN #1 ONLY - HAULED OFF-SITE) | 82,000 | CY | $ 41.40 | $ 3,394,800.00 | | $ - | 78,096 | 3,904 | $ 3,233,174.40 | 95.2% |
| 28 | DETENTION BASIN CLEANING & RESHAPING (DETENTION BASIN #1 ONLY) | 61,300 | SY | $ 8.25 | $ 505,725.00 | 12,150 | $ 100,237.50 | 61,300 | 0 | $ 505,725.00 | 100.0% |
| 29 | PERMANENT SEED (DETENTION BASIN #1 ONLY) | 12.60 | AC | $ 2,860.00 | $ 36,036.00 | 12.60 | $ 36,036.00 | 12.60 | 0.00 | $ 36,036.00 | 100.0% |
| ***ADD ALTERNATE #2*** | | | | | | | | | | | |
| 30 | COLD MILLING OF BITUMINOUS PAVEMENT | 8,800 | SY | $ 5.00 | $ 44,000.00 | | $ - | 0.00 | 8800.00 | $ - | 0.0% |
| 31 | 2" BITUMINOUS SURFACE COURSE, SC-1, TYPE 8 (MILLED SECTION) | 985 | TON | $ 162.00 | $ 159,570.00 | | $ - | 0.00 | 985.00 | $ - | 0.0% |
| | | | | ***CONTRACT TOTAL*** | ***$ 7,511,922.00*** | | ***$ 918,693.20*** | | | ***$ 7,046,924.67*** | |

PAY REQUEST HAS BEEN REVIEWED IN THE FIELD AND THE REQUEST APPEARS TO BE ACCURATE TO THE WORK THAT HAS BEEN PERFORMED PER THE PAY PERIOD END DATE

SIGNED: Woodman W. Berry

PRINT: Woodman W. Berry, P.E.

| | | |
|---|---|---|
| ORIGINAL CONTRACT PRICE | $ | 7,511,922.00 |
| NET CHANGE BY CHANGE ORDERS | $ | - |
| CURRENT CONTRACT PRICE | $ | 7,511,922.00 |
| COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE: | $ | 7,046,924.67 |
| EXTRA WORK PERFORMED TO DATE: | $ | - |
| COST OF TOTAL WORK PERFORMED TO DATE: | $ | 7,046,924.67 |
| STORED MATERIALS: | $ | - |
| SUBTOTAL: | $ | 7,046,924.67 |
| 2.5% LESS RETAINAGE | $ | 176,173.12 |
| SUBTOTAL LESS RETAINAGE: | $ | 6,870,751.55 |
| LESS PREVIOUS PAYMENTS AND AMOUNTS DUE FROM PREVIOUS: | $ | 6,038,817.06 |
| FUEL ADJUSTMENT | $ | - |
| **BALANCE DUE THIS PAYMENT (INC. FUEL ADJUSTMENTS):** | **$** | **831,934.50** |
| **BALANCE TO FINISH:** | **$** | **641,170.45** |

***TOTAL CONTRACT TIME (DAYS) =*** 327

***TOTAL DAYS IN THIS PAY PERIOD =*** 31

***TOTAL DAYS =*** 326

***TOTAL CONTRACT TIME USED =*** 100%

***% BILLED =*** ***93.81%***

Attachment: Hydrologic Restoration @ Reservoir East - Approval of Pay App. No. 11 from Thornton

# THORNTON CONSTRUCTION COMPANY, INC.

115 Bragg Street
Brandon, MS 39047
601-825-8886

July 30, 2025

**Via Email**
Benchmark Engineering and Surveying
Attn: Woodman Berry, P.E.
wberry@benchmarkms.net

**Reference:** Hydrologic Restoration of Stormwater Infrastructure near Reservoir East Subdivision

**Subject:** Substantial Completion

Dear Ms. Woodman:

As of July 30, 2025, we substantially completed all work related to the ditch and detention basins on the above referenced project. Once Rankin County makes base repairs we will proceed with the milling and overlay (add alternate #2 of the contract).

Thank you,

THORNTON CONSTRUCTION COMPANY, INC.

Matt Thornton

Matt Thornton
Thornton Construction Co., Inc.
115 Bragg Street
Brandon, MS 39047
Phone: 601-825-8886
matt@thorntonms.com

Attachment: Hydrologic Restoration @ Reservoir East - Approval of Pay App. No. 11 from Thornton Construction ($831,934.50) (22098 :

# 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 2025-2026 on the 2nd day of September, 2025 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 $257,555,338 (32.0 percent) or $83,319,210 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of $274,599,023. Of that amount, (32.0 percent) or $87,629,773 is proposed to be financed through a total ad valorem tax levy.

The Rankin County Board of Supervisors is proposing NO INCREASE to the total **county** ad valorem tax millage rate of 41.74 mills for the next fiscal year. The Rankin County School District School Board has requested an increase in funding for the purposes set forth in Miss. Code Ann. Section 37-57-105(1). This will result in a NET INCREASE in the ad valorem millage levied to support the Rankin County School District by 1.84 mills (from 55.78 mills to 57.62 mills). This school-related tax increase means that you will pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment, and rental real property. Any citizen of Rankin County is invited to attend this public hearing on the proposed budget and ad valorem tax increase and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Rankin County Board of Supervisors
By: Sid Scarbrough, President
Attest: Mark S. Scarborough, Chancery Clerk

SEAL

CHANCERY CLERK
RANKIN COUNTY, MS

Attachment: Notice of Intent to Levy Tax-County FY26 (22158 : Authority to Advertise Notice of a Public Hearing on the Proposed Budget)

# NOTICE OF INTENT TO LEVY TAX
# RANKIN COUNTY, MISSISSIPPI

The Rankin County Board of Supervisors hereby gives notice of intent to set a tax levy for the purpose of funding the Economic Development District of Rankin County in accordance with the Mississippi Code §19-9-111. A tax levy of .50 mills on all taxable property within the county is proposed. The said levy is subject to approval by the Board of Supervisors on September 2, 2025, or any recessed meeting thereof.

Rankin County Board of Supervisors
By: Sid Scarbrough, President
Attest: Mark Scarborough, Chancery Clerk
August 20, 27, 2025

Attachment: NOTICE OF INTENT TO LEVY TAX-FY26 (Rankin First) (22158 : Authority to Advertise Notice of a Public Hearing on the Proposed

# 2025 Rankin County Bond Project List

| Common Projects | Budget |
|---|---|
| Tax Collector/Tax Assessor Building | 3,000,000.00 |
| District Attorney Building | 5,000,000.00 |
| Animal Shelter | 2,000,000.00 |

| District 1 | |
|---|---|
| Cleary Firestation | 700,000.00 |
| Star Firestation | 800,000.00 |
| Florence VFD Equipment | 250,000.00 |
| Overlay Projects | 550,000.00 |
| Gunter Road Phase 3 | 1,500,000.00 |
| FBP Clearing & Grubbing | 200,000.00 |

| District 2 | |
|---|---|
| Northshore Parkway Design | 500,000.00 |
| Overlay Projects | 3,500,000.00 |

| District 3 | |
|---|---|
| Greenfield Road Culverts | 2,000,000.00 |
| Greenfield Circle Improvements | 2,000,000.00 |

| District 4 | |
|---|---|
| Holly Bush Road Fire Station | 4,000,000.00 |

| District 5 | |
|---|---|
| Overlay Projects | 2,000,000.00 |
| | |

| | |
|---|---|
| **TOTAL** | **$ 28,000,000.00** |
| Balance to Obligate | 8,733,424.94 |

## Possible Additional Projects

| | |
|---|---|
| Burn Building for VFD | 200,000.00 |
| 15 acre Land Purchase | 550,000.00 |
| Election Equipment | 1,200,000.00 |
| Justice Center Renovation (PATH) | 2,500,000.00 |
| Other PATH Projects | ?? |

Attachment: 2025 Rankin County Bond Project List (22179 : Authority to Adopt an Official Bond Project List (See Attached))

Attachment: Agreement with Brinc for Drone Services & Sole Source Letter (RFA-2025-487 : Authority for EOC to Enter into an Agreement for a

**Sole Source Letter for BRINC's Drone Program**

BRINC Drones is the only company creating the hardware, software, and services for the BRINC Drone Program. This program is a complete public safety system that combines drone program-related services, software, outdoor drone capabilities, a drone docking station, and indoor drone capabilities offering a unique set of features.

**Outdoor Capabilities: BRINC Responder Drone**

- Integrated loudspeaker (with siren function) and microphone, transforming the drone into a mobile communication hub for negotiations, emergency announcements, and more.
- Equipped with a 3-axis gimbal paired with a high-resolution camera, ensuring stable and clear aerial footage for optimal situational awareness.
- 40x total zoom capability, provides detailed imagery even from a considerable distance, enhancing mission capabilities.
- 640 px thermal camera makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.
- With a flight time of 42 minutes, agencies are able to cover larger areas and complete missions more efficiently.
- Integrated emergency lights and siren enhance visibility and make it clear to the public that this is an emergency vehicle deploying to a call for service.
- Emergency responder markings on the drone clearly identify it as a government vehicle, and can be customized to include agency logos.
- Forward obstacle avoidance sensors enhance flight safety by detecting and navigating around obstacles in real-time, reducing the risk of collisions.
- Features a versatile attachment rail, accommodating accessories such as a spotlight and payload dropper.
- Included parachute for enhanced safety during automated deployments.
- IP X4 weather resistance for greater useability in harsh conditions.
- Designed and manufactured in the USA, meeting the security standards set forth by the National Defense Authorization Act (NDAA).
- Blended cellular connection using both a 4G LTE module and BRINC Connect mesh networking radios for teleoperations or robust local control.

**Deploy From Pre-Positioned Sites: BRINC Responder Station**

- Enables autonomous drone take-off and landing procedures, streamlining mission deployment and operational efficiency while being ready to deploy at a moment's notice.

1055 N. 38th Street Seattle, WA 98103

Attachment: Agreement with Brinc for Drone Services & Sole Source Letter (RFA-2025-487 : Authority for EOC to Enter into an Agreement for a

- An automatic charging mechanism charges the drone by centering it within the Station, where compatible contacts on the drone's legs establish a connection, ensuring operational readiness.
- Station doors provide a protective shield, safeguarding the drone from environmental factors such as adverse weather conditions, dust, and debris.
- Station is engineered to operate in challenging climates, ensuring reliable performance under adverse weather conditions.
- Rapid opening mechanism under 5 seconds for rapid response.
- Common 120 VAC (Standard US Plug, NEMA 5-15) plug allowing it to be plugged in a standard outlet.
- Critical components are elevated 13 inches above ground level, making it resistant to standing water in extreme weather conditions.
- Designed and manufactured in the USA, meets the security standards set forth by the National Defense Authorization Act (NDAA).
- Integrated, 30fps drone bay camera that streams directly to BRINC LiveOps for tracking drone status.

**Indoor Capabilities: Lemur 2 Drone**

- Integrated loudspeaker and microphone, transforming the drone into a mobile communication hub for negotiators.
- Glass breaker attachment, for effective entry into structures and ventilation of buildings.
- Payload Dropper Attachment, for delivering or dragging small objects during negotiations.
- Turtle Mode enables the LEMUR 2 to automatically flip back and redeploy in the event of being knocked over on its back.
- 6 hour perch time for extended eyes on critical locations.
- 190 degree gimbal range enabling the ability to look straight up above the drone.
- Integrated blue and white lights built into the gimbal. Lighting modes include persistent or strobe lights depending on the needs of the situation.
- Produce real-time floor plans while the drone is in flight, utilizing LiDAR sensors that stream data directly to the controller.
- Designed and made in the USA, meets the security standards set forth by the National Defense Authorization Act (NDAA).

**Throwable Communications Device: BRINC Ball**

- Integrated loudspeaker and microphone, transforming the BRINC Ball into a throwable communication hub for negotiators.
- Simple dial-to-connect interface, allowing on and offsite officers to connect to their BRINC Ball over a 4G connection through any available phone.

Attachment: Agreement with Brinc for Drone Services & Sole Source Letter (RFA-2025-487 : Authority for EOC to Enter into an Agreement for a

- Remote text commands, for accessing settings, checking battery life, and audio adjustments during a deployment.
- Durably manufactured, the BRINC Ball is designed to survive 10-foot drops onto concrete..
- Tamper-resistant design, with a custom-designed "key" to access the on/off switch.
- Integrated paracord loop, to allow officers to quickly deploy, and redeploy the BRINC Ball on extended missions.

**Integrates with BRINC LiveOps, a cloud-based platform streamlining drone program operations, offering the following combination of features:**

- View live streams from all connected BRINC drones, covering both outdoor and indoor drone operations. Including 4K color, zoom and thermal sensors.
- Teleoperation capability enables real-time, remote deployment and control of Responder through LiveOps, enabling operators to scalably deploy Responder to emergencies across their jurisdiction.
- Augmented reality overlay adds an extra layer of intelligence to coordinate response and pinpoint exact locations with the ability to see street names and addresses directly on live video feeds.
- Integrated with Live911, which feeds 911 call locations and allows teleoperators to hear live 911 call audio, further enhancing response capabilities.
- Import call-for-service locations directly from Computer-Aided Dispatch (CAD) systems, which enhances response times.
- Advanced airspace awareness with weather alert system, ADS- B flight tracking, and local radar.
- Stream LEMUR 2 LiDAR data to LiveOps for stakeholders while the drone autonomously creates and shares 3D maps, saving all information on LiveOps.
- Communicate using the drone's and BRINC Ball's built-in loudspeaker and microphone, seamlessly connected to the LiveOps platform.
- Enhance negotiations with A.I. call transcriptions on LiveOps, ensuring accuracy, real-time insights, and collaborative decision-making.
- Manage fleets and teams, oversee pilots, maintain detailed flight records, and track call history.
- Integrated data and transparency dashboard, allowing the community to check and review drone operations.

**Regulatory, Services, and Support**

- BRINC regulatory support will help your agency obtain waivers, certificates of authorization (COAs) and more for operational compliance.

- In-person and virtual training for personnel across all skill levels. This includes ongoing educational resources as new software releases come out.
- Provides robust operational support, including 24-hour phone support assistance, help with data analysis, and ongoing operational optimization.
- Collaborate with your agency to develop transparent communication strategies and community engagement initiatives.
- BRINC ensures a seamless installation process for its stations, optimizing location and deployment functionalities to enhance the reliability of the system.

1055 N. 38th Street Seattle, WA 98103

Attachment: Agreement with Brinc for Drone Services & Sole Source Letter (RFA-2025-487 : Authority for EOC to Enter into an Agreement for a

## Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at https: www.motorolasolutions.com/product-terms are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of $144,995.00 .

5. Purchase Order Requirements (Customer check one only)

__ Purchase Order is issued and attached.

☑ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

| **Motorola Solutions, Inc.** | **Customer:** |
|---|---|
| By: | By: |
| Name: David Redus | Name: Sid Scarbrough |
| Title: Sr. Manager | Title: Board President |
| Date: 07/15/2025 | Date: August 15, 2025 |

Attachment: Agreement with Brinc for Drone Services & Sole Source Letter (RFA-2025-487 : Authority for EOC to Enter into an Agreement for a

The Board of Supervisors (the "Board") of Rankin County, Mississippi (the "County"), pursuant to the authority vested therein by Sections 27-31-104 and 27-31-105(2) of the Mississippi Code of 1972, as amended, took up the matter of considering the granting of a fee-in-lieu of ad valorem taxes to ADP Rankin Data Hub, LLC, a Delaware limited liability company (the "Company"), and in connection therewith the approval, and authorization of the execution of, a fee-in-lieu of ad valorem tax agreement with the Company for one or more new data center buildings to be constructed, developed and operated in the County; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI, GRANTING A FEE-IN-LIEU OF AD VALOREM TAXES, AND APPROVING AND AUTHORIZING THE EXECUTION OF A FEE-IN-LIEU OF AD VALOREM TAX AGREEMENT, PURSUANT TO MISSISSIPPI CODE SECTIONS 27-31-104 AND 27-31-105(2) FOR ONE OR MORE NEW DATA CENTER BUILDINGS, TO BE CONSTRUCTED, DEVELOPED AND OPERATED IN THE COUNTY BY ADP RANKIN DATA HUB, LLC, AND RELATED MATTERS.**

WHEREAS, the Board of the County hereby finds, adjudicates and determines as follows:

1. The Company has evaluated various locations in multiple states within the United States to construct, develop, and operate one or data center buildings, to be constructed or caused to be constructed over a period of multiple years and which are cumulatively expected to result in the creation of new, permanent full-time jobs, as well as numerous construction jobs during the construction thereof and is expected to require a capital investment of more than Three Billions Dollars ($3,000,0000,000) in the State of Mississippi (the "State") (altogether, the "Project");

2. The Company has selected a site within the County to locate and develop the Project (the "Site", which is more particularly described in the FILOT Agreement as the Brandon Project Site);

4. As a result of the Company's location of the Project in the County, the County and its citizens will benefit from a significant enhancement to the local ad valorem tax base and an annual source of new ad valorem tax and fee-in-lieu of ad valorem tax revenues, as well as the creation of a substantial number of new jobs in the County, over the life of the Project;

5. To induce the Company to construct, develop, and operate the Project in the County, the County has negotiated with the Company for a fee-in-lieu of ad valorem tax agreement with respect to the Project to be located at the Site and for the payment of a fee-in-lieu of ad valorem taxes with respect thereto, each in accordance with Code Sections 27-31-104 and -105(2), as applicable;

6. The Board has been presented with an Agreement to Pay a Fee in Lieu of Ad Valorem Taxes, by and among the County, the City of Brandon, Mississippi, the County Tax Assessor, the County Tax Collector and the Company, a copy of which is attached as **Exhibit "A"** attached hereto (the "FILOT Agreement");

7. Having reviewed, discussed and considered the proposed FILOT Agreement, the Board now find and determine that Recitals set forth therein are hereby adopted as findings of the Board; and

8. The Board further finds and determines that it will be in the best interest of the County and its residents that the Board approve and authorize the execution of the FILOT Agreement by the County, and that the terms and conditions of the FILOT Agreement will best promote and protect the public interest, convenience and necessity.



Attachment: Resolution Authorizing Fee-In-Lieu of Ad Valorem Tax Agreement for One or More Data Center Buildings (22181 : Approval to

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

SECTION 1. Authorization of the FILOT Agreement and Grant of a Fee-in-Lieu. The FILOT Agreement is hereby approved and, subject to the execution by the Mississippi Development Authority ("MDA") of the FILOT Agreement through its execution of the Certificate of Final Approval attached as Exhibit "A" thereto, the fee-in-lieu of ad valorem taxes, as described in the FILOT Agreement, is hereby granted; and the President and Clerk of the Board are hereby authorized to execute and deliver the FILOT Agreement for and on behalf the County in substantially the form attached hereto as **Exhibit "A"**, with such completions, changes, insertions and modifications as shall be approved by the Board's attorney and the President of the Board, the approval thereof by the Board's attorney and the execution thereof by the President of the Board to be conclusive evidence of such approval; and all provisions of the FILOT Agreement, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein; and in the event of any conflict between the provisions of this resolution and the provisions of the FILOT Agreement, the provisions of the FILOT Agreement shall govern.

SECTION 2. Authority of Agents. The President of the Board, Vice-President of the Board, Clerk of the Board and the attorneys and/or other agents or employees of the County are hereby authorized to do all things and to execute such instruments, (i) which are necessary for the performance by the County of its obligations set forth in the FILOT Agreement and/or (ii) which the President of the Board, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes hereof or to enable the County to perform its obligations hereunder or otherwise pursuant to the FILOT Agreement.

SECTION 3. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

SECTION 4. Board Minutes. The Clerk of the Board is hereby directed to spread a copy of this resolution on the minutes of this Board.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



Attachment: Resolution Authorizing Fee-In-Lieu of Ad Valorem Tax Agreement for One or More Data Center Buildings (22181 : Approval to

After discussion, Supervisor Gaines moved and Supervisor Scarbrough seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

| | |
|---|---|
| Supervisor Sid Scarbrough | voted: Aye |
| Supervisor Glynn McLeod | voted: Absent |
| Supervisor Brad Calhoun | voted: Aye |
| Supervisor Steve Gaines | voted: Aye |
| Supervisor Jay Bishop | voted: Aye |

The motion having received the affirmative vote of a majority of the Supervisors present, the motion was declared passed by the President of the Board on this the 15 day of August, 2025.

Sid Scarbrough, President of the Board

ATTEST:

Mark Scarborough, Clerk of the Board

(SEAL)

CHANCERY CLERK
RANKIN COUNTY, MS



Attachment: Resolution Authorizing Fee-In-Lieu of Ad Valorem Tax Agreement for One or More Data Center Buildings (22181 : Approval to

**Exhibit "A"**

FILOT Agreement

*(see attached)*



Attachment: Resolution Authorizing Fee-In-Lieu of Ad Valorem Tax Agreement for One or More Data Center Buildings (22181 : Approval to

**ADP RANKIN DATA HUB, LLC**
**AGREEMENT TO PAY A FEE**
**IN LIEU OF AD VALOREM TAXES**

This Ad Valorem Tax Agreement (this "Agreement") is made and entered into effective as of August _____, 2025 (the "Effective Date"), by and among: Rankin County, Mississippi (the "County"), acting by and through its Board of Supervisors (the "BOS"); the City of Brandon, Mississippi (the "City" and together with the County, each a "Local Authority," and collectively, the "Local Authorities"), acting by and through its Mayor and Board of Aldermen (the "Mayor" and the "BOA," and together with the BOS, each a "Governing Board" and collectively, the "Governing Boards"); the County Tax Assessor (the "Tax Assessor"), the County Tax Collector (the "Tax Collector" and collectively with the Governing Boards and the Tax Assessor, the "Taxing Authorities"), and ADP Rankin Data Hub, LLC, a Delaware limited liability company, duly qualified to conduct business in the State of Mississippi, and all successors and assigns thereof (the "Company") (each of the foregoing being a "Party" and all being collectively the "Parties"). The Mississippi Development Authority ("MDA") joins this agreement through its execution of the Certificate of Final Approval attached as Exhibit "A" for the purposes stated in said Certificate.

**RECITALS:**

1. WHEREAS, the Company has been evaluating various states and locations within the United States to construct, develop, and operate one or more Data Center Buildings (as defined below), to be constructed or caused to be constructed over a period of multiple years by the Company and/or one or more other FIL Participants (as defined below) and which is cumulatively expected to result in the creation of at least sixty (60) new, full-time jobs and is expected to require a Capital Investment (as defined below) of more than Three Billion Dollars ($3,000,000,000.00) in the State of Mississippi (the "State") (altogether, the "Project");

2. WHEREAS, the Company has selected the Brandon Project Site (as defined below) in the City and the County to locate and develop the Brandon Project (as defined below);

3. WHEREAS, as a result of the Company's location of the Brandon Project in the City and the County, the Local Authorities and their citizens will benefit from a significant enhancement to the local ad valorem tax base and an annual source of new ad valorem tax and fee-in-lieu of ad valorem tax revenues, as well as the creation of a substantial number of new jobs in the City and County, over the life of the Brandon Project;

4. WHEREAS, the Local Authorities acknowledge that the Company would not have pursued development of the Brandon Project in the City and the County without the benefits made available by law and this Agreement, and desire to encourage the Company to locate the Brandon Project in the City and County for the benefit of its citizens, and the Local Authorities and the Company each acknowledges that the commitments contained in this Agreement constitute significant inducements to the Company, which it has relied upon in making its decision to locate the Brandon Project in the City and County;

5. WHEREAS, the Local Authorities have negotiated with the Company for a fee-in-lieu abatement for the Brandon Project and for the payment of a fee-in-lieu of ad valorem taxes in accordance with MCA § 27-31-104 and -105(2), as applicable, and subject to the terms and conditions of this Agreement; and



Attachment: Resolution Authorizing Fee-In-Lieu of Ad Valorem Tax Agreement for One or More Data Center Buildings (22181 : Approval to

6. WHEREAS, the Parties desire to memorialize their understandings and intend that this Agreement will constitute their binding and definite agreement concerning the grant of the Fee-in-Lieu tax abatement negotiated among the Parties and the Company's resulting obligation to make fee-in-lieu payments in accordance with this Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the Recitals and the mutual promises, agreements, and covenants contained in this Agreement, and other good and valuable consideration each to the other given and intending that the obligations in this Agreement be valid and legal obligations of each Party, the Parties mutually agree as follows:

**SECTION 1. Definitions; Terminology of Agreement.** For purposes of this Agreement, the following terms have the following meanings.

1.1. "Additional Participant" means any Person, which is disclosed to the County and the Tax Assessor in accordance with Section 11 hereof, owning or having an interest in any Co-Located Property that is subject to appraisal by the Tax Assessor or is otherwise subject to ad valorem taxation.

1.2. "Affiliate" means any Person which Controls, is Controlled by, or is under common Control with another Person.

1.3. "Agreement" has the meaning set forth in the Preamble.

1.4. "Applicable Accounting Rules" means the accounting principles generally recognized as applicable to any FIL Participant whose Capital Investment is included for any purpose under this Agreement and pursuant to which that FIL Participant regularly prepares and maintains its financial and accounting books and records, and which incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards, as appropriate.

1.5. "Annual Assessment Fee" means the annual sum of Five Thousand Dollars ($5,000.00) payable by each FIL Participant to the Tax Assessor each year that a FIL Payment is due therefrom to defray the incremental administrative costs incurred thereby to administer the Tax Assessor's obligations under this Agreement.

1.6. "Annual Collection Fee" means the annual sum of Five Thousand Dollars ($5,000.00) payable by each FIL Participant to the Tax Collector each year that a FIL Payment is due therefrom to defray the incremental administrative costs incurred thereby to administer the Tax Collector's obligations under this Agreement.

1.7. "Annual Administrative Fees" means the Annual Assessment Fee and the Annual Collection Fee, collectively, which are separate annual administrative fees payable by each FIL Participant to the Office of the Tax Assessor and the Office of the Tax Collector, respectively, with respect to each annual FIL Payment payable by such FIL Participant.

1.8. "Assessment Year" means the calendar year beginning on the First Assessment Date and each succeeding calendar year during the FIL Term.

1.9. "BOA" has the meaning set forth in the Preamble.



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1.10. "BOS" has the meaning set forth in the Preamble.

1.11. "Brandon Project" means that portion of the Project located on and supporting the Brandon Project Site.

1.12. "Brandon Project Site" means the parcels of real property described in **Exhibit "C"** attached hereto.

1.13. "Capital Investment" means any expenditures by or on behalf of any FIL Participant for or to support the Brandon Project which can be capitalized under Applicable Accounting Rules, whether or not the FIL Participant elects to capitalize the same, including, but not limited to, all costs associated with the acquisition, installation of, construction of, or capital leasehold interest in land, buildings, and other real property improvements, fiber and other infrastructure, and fixtures, personal property, including Data Center Equipment and other equipment, machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs. The term "Capital Investment" shall, for purposes of this Agreement, also include the cost of buildings and equipment which are leased by a FIL Participant under one or more operating leases or which is capitalized on the FIL Participant's financial statements if the investment had been made by the FIL Participant and used in connection with the Brandon Project; provided that any such leased property must be subject to assessment in the City and/or County for purposes of levying ad valorem taxes but for this Agreement. Capital Investment is defined and used in this Agreement for the purposes of determining compliance with the minimum capital investment requirement of MCA § 27-31-104 and the term "Minimum Capital Investment" as used herein, and shall not govern the determination of or value of any Property for purposes of determining Taxes Otherwise Payable for the Company or any other FIL Participant, which shall be determined in accordance with and governed by state ad valorem tax laws.

1.14. "Certificate of Investment" means a certificate of the Company substantially in the form attached hereto as **Exhibit "E"** attesting to the amount of Capital Investment which has been made.

1.15. "Co-Located Property" means Property located on the Brandon Project Site, which is owned by or is taxable to any Person other than the Company, and which is used in, necessary for or otherwise related to the establishment or operation of the Brandon Project. Co-located Property does not include the taxable interests of a Lessor that are subject to appraisal by the Tax Assessor or are otherwise subject to ad valorem taxation, but does include any taxable interests of any FIL Participant (other than the Company), as lessee, sublessee or licensee of Leasehold Interests, that are subject to appraisal by the Tax Assessor or is otherwise subject to ad valorem taxation.

1.16. "Company" has the meaning set forth in the Preamble.

1.17. "Company Minimum FIL Amount" means, for each Assessment Year and the corresponding annual FIL Payment due from the Company with respect thereto in accordance with this Agreement, the amount calculated pursuant to the formula prescribed on **Exhibit "D"**.

1.18. "Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with" and "Controlling") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

1.19. "County" has the meaning set forth in the Preamble.



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1.20. "Data Center Building" means a single structure within which data processing functions occur, each of which may have a separate Certificate of Occupancy (or multiple Certificates of Occupancy for different portions or rooms of the structure) and shall also include any additional buildings (*e.g.* for security or maintenance), facilities, installations, or infrastructure necessary or useful for the operation of the Data Center Building.

1.21. "Data Center Equipment" means the equipment to operate or support the Brandon Project and any replacement of, or additions to, any such equipment located on the Brandon Project, including, but not limited to, communications, computer, server, software, connectivity materials and equipment, emergency power generation equipment, cooling systems, electrical systems, data storage devices, other hardware equipment, and any other technology.

1.22. "Effective Date" has the meaning set forth in the Preamble.

1.23. "Fee-in-Lieu" or "FIL" "Fee-in-Lieu" or "FIL" means that tax abatement provided for in MCA § 27-31-104 and 27-31-105(2).

1.24. "FIL Amount" means the amount of the Fee-in-Lieu payment obligation of each FIL Participant for a particular Assessment Year as provided by MCA § 27-31-104 and 27-31-105(2) as set forth in Section 5.1.

1.25. "FIL Payment" means the payment by the Company of each annual FIL Amount made in lieu of all Taxes Otherwise Payable by the Company in accordance herewith. If any other FIL Participant's Property becomes subject to the Fee-in-Lieu granted herein pursuant to Section 11, the term FIL Payment shall also refer to the payment by each such other FIL Participant, as applicable, of each annual FIL Amount owed by such FIL Participant.

1.26. "FIL Participant" means the Company, any Lessor or any Additional Participant, as applicable, that has become or becomes subject to the Fee-in-Lieu granted by this Agreement in accordance with Section 11 hereof.

1.27. "FIL Term" means the thirty (30) Assessment Years of the Fee-in-Lieu as defined in Section 6.1.

1.28. "First Assessment Date" has the meaning set forth in Section 6.1.

1.29. "Force Majeure Event" has the meaning set forth in Section 13.8.

1.30. "Governing Board" and "Governing Boards" have the meanings set forth in the Preamble.

1.31. "Leasehold Interests" means the interests of Lessors other than the Company or any Additional Participant, together with the interests of the Company or any Additional Participant other than any Lessors, in Property, which is leased, subleased, or licensed to be used in connection with or which is necessary for or are otherwise related to the establishment or operation of the Brandon Project, including without limitation: (a) Property leased under a capital lease or other type of financing lease; (b) leasehold interests which could be capitalized on the financial statements of the Company or an Additional Participant (other than a Lessor), if the investment had been made by the Company or such Additional Participant; and (c) real property and/or improvements leased to a Company or any Additional Participant (other than a Lessor) as part of the Brandon Project Site or improvements thereon.



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1.32. "Lessor" means a Person, other than the Company or any Additional Participant, which is the lessor, sublessor or licensor of Leasehold Interests, and which is disclosed to the Taxing Authorities in accordance with Section 11 hereof.

1.33. "Local Authority" and "Local Authorities" have the respective meanings set forth in the Preamble.

1.34. "Local School District" means the local, K-12 public school district in which the Brandon Project Site is located and which is or becomes entitled to receive Taxes Otherwise Payable.

1.35. "Local School Taxes" means all Taxes levied and assessed by the County for Local School District purposes.

1.36. "MCA § _____" means a section of the Mississippi Code of 1972, as amended.

1.37. "MDA" has the meaning set forth in the Preamble.

1.38. "Minimum Capital Investment" means an aggregate Capital Investment of at least Sixty Million Dollars ($60,000,000) by or on behalf of all FIL Participants in the Brandon Project as required by MCA § 27-31-104(a).

1.39. "Party" and "Parties" have the respective meanings set forth in the Preamble.

1.40. "Permanent Facility Closure" means any permanent cessation of all data center operations of the Brandon Project, which shall be evidenced by either (a) written notice to the Local Authorities by the Company that it will cease all data center operations at the Brandon Project Site permanently, or (b) any actual cessation of data center operations at all Data Center Buildings that are part of the Brandon Project for twelve (12) or more consecutive months other than as a result of (i) a casualty loss event provided that reasonable efforts are thereafter made to repair and/or rebuild damaged portions of the Brandon Project and/or recommence Brandon Project operations, or (ii) any other Force Majeure Event.

1.41. "Person" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

1.42. "Project" has the meaning set forth in the Recitals.

1.43. "Property" means all property interests, including real property interest in and to the Brandon Project Site, appurtenant real property interests such as easements, together with all real property improvements and personal property located on the Brandon Project Site, which would otherwise be subject to ad valorem taxation to any FIL Participant in the City and County but for this Agreement or other tax abatement mechanism and which are used in, necessary for, or related to the establishment or operation of the Brandon Project, including (i) Data Center Buildings and all other buildings, fencing, foundations, supporting structures, and infrastructure related to the Brandon Project, and (ii) personal property associated with the Brandon Project, including Data Center Equipment. Subject to Section 12, Property also includes all Property that becomes part of the Brandon Project during the FIL



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Term and Property which replaces Property previously installed or constructed. Specifically excluded from the definition of Property is property or ownership interests that are taxable to any utility providers.

1.44. "State" has the meaning set forth in the Preamble.

1.45. "Tax Assessor" has the meaning set forth in the Preamble.

1.46. "Tax Collector" has the meaning set forth in the Preamble.

1.47. "Taxes" shall mean all ad valorem taxes, including County ad valorem taxes and Local School Taxes, special levies, and assessments in the nature of ad valorem or property taxes, and State taxes levied or assessed under MCA § 27-39-329.

1.48. "Taxes Otherwise Payable" means all Taxes that would, but for this Agreement and the Fee-in-Lieu granted herein, be leviable, assessable, and collectible for any Assessment Year of the FIL Term with respect to or upon the Property subject to the FIL that year.

1.49. "Taxing Authorities" has the meaning set forth in the Preamble.

**SECTION 2. Qualification, Fee-in-Lieu Grant and Approval.**

2.1. Eligibility Determination. The Taxing Authorities agree that the Company and any other FIL Participants are eligible for the Fee-in-Lieu granted herein pursuant to MCA §§ 27-31-104(1)(a) or 27-31-105(2) , as applicable, for each of the following reasons: (i) the Company and the Brandon Project are respectively a "business enterprise" and a "data center," as defined in MCA § 57-113-21, and (ii) the Brandon Project is a "new enterprise" of the type enumerated in MCA § 27-31-101, which specifically includes "data centers as defined in MCA § 57-113-21."

2.2. Grant of Fee-in-Lieu. Each of the Local Authorities, upon motions made, carried, and spread upon the official minutes approved, or pursuant to a resolution duly approved and adopted, by their respective Governing Boards in the form and manner required by law, hereby contracts for and grants to the Company and the Brandon Project, together with all other FIL Participants, if any, the Fee-in-Lieu as described in this Agreement for the FIL Term, conditioned upon and subject to (i) the Minimum Capital Investment first being made, and (ii) MDA granting its approval as provided in Section 2.3. The FIL granted in this Agreement is subject to the other terms and conditions of this Agreement applicable to the FIL.

2.3. MDA Approval. Upon execution of this Agreement by the Taxing Authorities and the Company, the Certificate of Final Approval attached as **Exhibit "A"** will be submitted by the Taxing Authorities or the Company to the MDA for its consideration and approval as required by MCA § 27-31-104(3). By executing the Certificate of Final Approval attached as **Exhibit "A"**, the MDA agrees that the Company and the Brandon Project, together with all other FIL Participants, if any, are eligible for the Fee-in-Lieu granted herein and gives its statutorily required final approval for the Fee-in-Lieu granted herein.

2.4. Binding Commitments. Pursuant to MCA §§ 27-31-104(4) and 27-31-107, this Agreement constitutes a binding obligation of each Party (including any future governing boards of the Local Authority) up to and through the FIL Term upon execution of this Agreement by the Parties and approval by MDA, and no application or approval under MCA § 27-31-107 is or shall be required.



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**SECTION 3. Property Subject to Fee-in-Lieu.** All Property installed or subject to appraisal by the Tax Assessor or otherwise subject to ad valorem taxation on the Brandon Project Site prior to or during the FIL Term, other than that which is otherwise exempt from ad valorem taxation, is included in and subject to the Fee-in-Lieu granted hereby for a period of up to ten (10) Assessment Years as provided in Section 6 and subject to Section 6.3, including Property owned by or taxable to FIL Participants and, subject to Section 12, any Property which replaces other Property and Property which is added to the Project during the FIL Term.

**SECTION 4. Scope of Abatement.** The Fee-in-Lieu granted herein shall abate and be in lieu of all Taxes Otherwise Payable and the obligations herein of each FIL Participant to make its respective FIL Payments will be in lieu of any obligation thereof to pay Taxes Otherwise Payable with respect to the Property subject to the FIL.

**SECTION 5. Amount of Fee-in-Lieu.**

5.1. FIL Amount. The FIL Amount payable by each FIL Participant is as follows:

(a) Company FIL Amount. Subject to Section 7.3, the FIL Amount payable by the Company for each Assessment Year during the FIL Term will equal the greater of (i) one-third (1/3) of the Taxes Otherwise Payable by the Company for each Assessment Year as provided in MCA § 27-31-104(5) and not a stated or fixed dollar amount, or (ii) the Company Minimum FIL Amount .

(b) Other FIL Participant FIL Amounts. The FIL Amount payable by each FIL Participant other than the Company for each Assessment Year of the FIL Term shall equal one-third (1/3) of the Taxes Otherwise Payable by such FIL Participant for that Assessment Year as provided in MCA § 27-31-104(5) and not a stated or fixed dollar amount. For the avoidance of any doubt, all Parties understand and agree that the Company will in no way be liable for any FIL Amount payable by any other FIL Participant.

**SECTION 6. Fee-in-Lieu Term.**

6.1. Total FIL Term. The FIL Term shall be thirty (30) Assessment Years commencing on the first January 1st on or after which both of the following events have occurred (the "First Assessment Date"), subject to **Exhibit "B"** attached to this Agreement: (i) the Minimum Capital Investment has been made in the Brandon Project; and (ii) all portions or rooms in the first Data Center Building on the Brandon Project Site have received a Certificate of Occupancy. If real property improvements or personal property on the Brandon Project are subject to any Taxes in any year which begins prior to the issuance of the Certificates of Occupancy for all portions or rooms in the first Data Center Building on the Brandon Project Site, then the Company may elect to designate January 1 of that year as the First Assessment Date and begin the FIL Term by providing written notice of such election to the Tax Assessor prior to April 1 of such year, provided that the Minimum Capital Investment has been made prior to such election by the Company. No later than April 1 of the Assessment Year beginning on the First Assessment Date, the Company shall provide to the Taxing Authorities a Certificate of Investment as to the Minimum Capital Investment; provided, however, no Certificate of Investment will be required if the total true value of Property used by the Tax Assessor to calculate the Taxes Otherwise Payable for the first Assessment Year exceeds the Minimum Capital Investment amount of Sixty Million Dollars ($60,000,000.00).

6.2. Build-out of the Brandon Project; Additions and Replacement Property. The Company plans to construct multiple Data Center Buildings over time. Each Data Center Building may be completed and become operational in sections. There may also be additions to Data Center Buildings and replacement of Data Center Equipment and other Property over the FIL Term. As each of the foregoing is



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placed into service and first becomes taxable, the FIL will apply to that Property for up to ten (10) years, subject to Section 6.3 below.

6.3. FIL for Individual Items of Property Limited to Ten Years. As provided in MCA § 27-31-104(4), no individual item of Property (including any parcel of land, real property improvement, or item of personal property) will be subject to the Fee-in-Lieu for more than ten (10) Assessment Years. Any Property which is constructed, installed, or otherwise placed into service prior to the FIL Term or during the first twenty (20) years of the FIL Term will be subject to the Fee-in-Lieu for ten (10) Assessment Years. Any Property placed into service in year twenty-one (21) of the FIL Term or after will be subject to the Fee-in-Lieu for a period equal to only the remaining years of the FIL Term.

6.4. Taxation after Expiration of FIL. After the FIL has expired as to any item or parcel of Property and it is no longer subject to the Fee-in-Lieu granted herein *(i.e.,* after the FIL has expired as to that Property), such Property shall be assessed and taxed based upon State ad valorem tax laws and regulations, reflecting the effect of all applicable depreciation and the industrial multiplier/trending factors.

6.5. No Special Levies/Taxing Districts. Following the execution of this Agreement by all of the Parties and continuing through the expiration of the FIL Term, no special tax levies in the nature of taxes, franchise fees, or special assessments will be imposed by the Taxing Authorities against any Property on the Brandon Project Site which are not imposed generally against all commercial and industrial property located in the ad valorem tax district in which the Brandon Project Site is located. Furthermore, at no time following the execution of this Agreement by all of the Parties and continuing through the FIL Term until the expiration thereof, will any of the Taxing Authorities form, authorize, or cause to be formed or authorized, any new taxing district authorized by State law, which is comprised solely of the Brandon Project Site or of any portion of the Brandon Project Site together with one or more adjoining parcels, except as expressly required by State law and done and in strict accordance with State law applicable to formation of such taxing district or otherwise done with the consent of the Company.

**SECTION 7. FIL Payments.**

7.1. FIL Payments. During each year of the FIL Term, each FIL Participant will make to the Tax Collector the FIL Payment applicable to it according to the process set forth in **Exhibit "B"** and as required by MCA § 27-31-104 and this Agreement for each such Assessment Year.

7.2. Separate Liabilities. Under no circumstances will any FIL Participant be jointly, severally, or otherwise liable for any other FIL Participant's failure to remit the other FIL Participant's FIL Payment or any other amount due pursuant to this Agreement or applicable law, nor will the failure of any other FIL Participant to comply with the terms of this Agreement constitute a breach of this Agreement or provide the Taxing Authorities with any grounds to suspend or terminate this Agreement with respect to the Company. The intent of all Parties is that, while all FIL Participants collectively share the tax benefits offered by MCA § 27-31-104, each FIL Participant is individually responsible for complying with its own reporting, FIL Payment, and any tax payment requirements under State law. The Company will file and use its commercially reasonable efforts to cause each other FIL Participant to file, documentation or applications required by the ad valorem tax exemption laws of the State to result in all Property being taxed as provided for in this Agreement.

7.3. Alternative Company Minimum FIL Amount. Notwithstanding any other provision of this Agreement to the contrary, in the event that the FIL Payments payable by all FIL Participants (subject to any adjustment applicable pursuant to Section 13.4) for any Assessment Year during the FIL Term is less



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than corresponding Company Minimum FIL Amount calculated pursuant to **Exhibit "D"** attached hereto for any such Assessment Year and resulting FIL Payment, then the Company Minimum FIL Amount calculated pursuant to **Exhibit "D"** for such Assessment Year shall apply to the exclusion of any other calculation prescribed by this Agreement to determine such FIL Amount and the corresponding FIL Payment due and payable by Company for such Assessment Year shall be the corresponding Company Minimum FIL Amount calculated pursuant to **Exhibit "D."**

**SECTION 8. Apportionment.** The Tax Collector shall deliver each FIL Payment to the BOS, which shall apportion among and make payment to the Local School District and City as follows:

8.1. Local School District Share. The Local School District share of each annual FIL Payment shall be calculated and apportioned thereto on a pro rata basis based upon the proportion that the millage rate imposed for the Local School District by the appropriate levying authority bears to the total ad valorem tax millage rate imposed for all purposes in the same year, and shall then be paid to the Local School District.

8.2. City Share. After remittance and allocation of the portion of the FIL Payment as described in Section 8.1 above for an Assessment Year, the share of the remaining balance of each annual FIL Payment payable to the City will be calculated and apportioned to the City on a pro rata basis based upon the proportion of the millage rate imposed for the City by its Governing Board to the total ad valorem tax millage rate imposed for all purposes in the same year, and then paid to the City.

8.3. County Share. The remaining balance of each annual FIL Payment (*i.e.*, the balance remaining after the remittances and allocations described in Sections 8.1 through 8.2 above) shall be allocated to the County, out of which the County shall make disbursements to the extent required by applicable State law and/or pursuant to any written agreements to which the County is a party.

8.4. Use of FIL Proceeds. The Parties agree that the respective portions of FIL Payment proceeds may be used at the discretion of the Governing Boards of the City and the County, and by the governing board of the Local School District, for any lawful purposes. Neither the Company nor any other FIL Participant shall be responsible or otherwise liable for any failure of the Tax Collector or the BOS to apportion the proceeds of each FIL Payment in accordance with the requirements herein or as provided by law.

**SECTION 9. Assessment and Collection.**

9.1. Assessment and Collection Procedures. The Taxing Authorities and the Company agree that the assessment and collection procedures set forth in **Exhibit "B"** will be followed with respect to the determination of Taxes, Taxes Otherwise Payable, each FIL Amount, and each FIL Payment. MDA expresses no opinion or agreement with regard to such matters. Should the Company fail to timely remit any FIL Payment due therefrom in accordance herewith, absent any formal protest or dispute commenced by the Company in accordance with applicable law *(e.g.,* after the filing of appeal bond, if applicable) concerning the associated value assessment, the Local Authorities shall have the right to suspend or terminate this Agreement. Should any FIL Participant other than the Company fail to timely remit any FIL Payment due therefrom in accordance herewith, absent any formal protest or dispute commenced by such other FIL Participant in accordance with applicable law *(e.g.,* after the filing of appeal bond, if applicable) concerning the associated value assessment, the Local Authorities shall have the right to suspend or terminate the right of such FIL Participant to participate in the Fee-in-Lieu and this Agreement.



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In no event, however, shall any such suspension or termination occur unless the Local Authorities first give written notice to the Company or other FIL Participant, as applicable, which shall have thirty (30) days to cure by a resumption of operations, payment, or by the implementation of a payment plan mutually agreed between the Company and/or the affected other FIL Participant and the Local Authorities.

9.2. Annual Administrative Fees. During each year of the FIL Term for which a FIL Payment is due therefrom, each FIL Participant shall remit to the County its Annual Administrative Fees for such year and the County shall, within thirty (30) days following its receipt of a FIL Participant's payment of its Annual Administrative Fees, (a) remit to the Tax Assessor the Annual Assessment Fee payable by such FIL Participant from such total amount received from the FIL Participant, and (b) remit to the Tax Collector the Annual Collection Fee payable by such FIL Participant from such total amount received from the FIL Participant. Annual Assessment Fees will be payable by each FIL Participant with respect to each FIL Payment due therefrom on or before the date the corresponding FIL Payment is due. Annual Assessment Fees shall be separately paid by each FIL Participant (*i.e.*, payable by separate check, money order, ACH or wire payment) and may not be included as part of a FIL Participant's FIL Payment. Annual Administrative Fees are not part of the FIL granted hereby nor are they part of any fee in lieu of ad valorem taxes subject to apportionment pursuant to MCA § 27-31-104; but are instead intended to defray the incremental administrative costs incurred by the Tax Assessor and the Tax Collector to administer their respective obligations under this Agreement.

**SECTION 10. Other Ownership Interests Subject to the FIL.** All provisions of this Agreement shall apply to the Company and to each other FIL Participant whose Property becomes subject to the Fee-in-Lieu granted hereby pursuant to Section 11, provided, however, that (a) the Tax Collector and the Company may agree to include the FIL Payment obligation for certain Leasehold Interests within the Company's FIL Amount; and (b) the Tax Collector and any other FIL Participant may agree to include the FIL Payment obligation for certain Leasehold Interests within such other FIL Participant's FIL Amount.

**SECTION 11. Identification of Other FIL Participants.** Each Person (other than the Company), or the Company on behalf of any Person, will provide written notice to the Local Authorities and the Tax Assessor, on or before April 1 of the Assessment Year during which any Property of such Person that has been constructed, installed, or otherwise placed into service on the Brandon Project Site first becomes subject to assessment. Upon giving notice, such Person and its Property which is the subject of the notice, becomes subject to the Fee-in-lieu granted in this Agreement (subject to Section 6.3) and such Person that is the subject of the notice will be a FIL Participant and be deemed a Party to this Agreement. For the avoidance of doubt, a FIL Participant, other than the Company, or the Company on behalf of such other FIL Participant, need only provide such written notice to the Local Authorities and the Tax Assessor one time (*i.e.*, on or before the April 1 following the addition of any Property to the Brandon Project Site by such FIL Participant for the first time). Notice in subsequent Assessment Years shall not be required for originally installed Property to remain abated or for additions and replacement property of that FIL Participant to be added to the FIL, provided that the FIL Participant files a personal property rendition as required by MCA § 27-35-23.

**SECTION 12. Subsequent Phases of Project.** Notwithstanding any other provision of this Agreement to the contrary, this Agreement will apply to the Brandon Project and the Property, each as defined herein, which the Company and the Local Authorities acknowledge may be only the first phase of the Company's larger plans for developing the overall Project and Project-related operations at the Brandon Project Site or otherwise in the City and/or the County. The Company may identify future expansions of the Project, whether located at the Brandon Project Site or elsewhere in the City and/or County, which it may request



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one or both of the Local Authorities to construe as additional "projects" for purposes of securing independent agreements to make payments in lieu of ad valorem taxes. The Local Authorities acknowledge that such expansions and subsequent phases may be eligible to be treated as independent "projects" so long as each subsequent phase independently meets the minimum investment and any other statutory requirements under MCA §§ 27-31-104 or -105(2). In the event that (a) any such future expansion or subsequent phase will result in a new Capital Investment in the City and the County of One Billion Dollars ($1,000,000,000.00) or more and otherwise independently satisfies the then-applicable statutory and other legal requirements for a fee-in-lieu agreement, and (b) there then exists no uncured default by any FIL Participant of its obligations prescribed by the Agreement, the Local Authorities express their intention, upon request of the Company, to enter into a new agreement with the Company or its successors/assigns in connection with such future expansion or subsequent phase as necessary to make payments in lieu of ad valorem taxes similar in all material respects to this Agreement and that will confer the same tax benefits as those conferred hereunder, to the extent legally permissible and lawfully available under then-applicable State law, and to use its best efforts to effectuate the same upon a timely and proper request.

**SECTION 13. Suspensions/Termination of Fee-in-Lieu.**

13.1. Without limiting, and notwithstanding any other rights and remedies available to the Taxing Authorities arising from any failure by any FIL Participant to timely pay its Annual Assessment Fees for any applicable year during the FIL Term pursuant to Section 9.2, make any FIL Payment due in accordance with this Agreement or to otherwise pay any other Taxes otherwise due and payable on Property, and which are not the subject of a protest or dispute commenced by such FIL Participant in accordance with applicable law (*e.g.*, after the filing of appeal bond, if applicable), each Governing Board may, following notice to the FIL Participant and the cure period in accordance with Section 13.5, in its sole discretion, suspend the participation by any FIL Participant in the Fee-in-Lieu granted by this Agreement or any other exemption granted by the Governing Boards for the Brandon Project until such time that said payment is made by the FIL Participant; provided that any such payment remitted after its due date (i.e., February 1) shall be subject to the same penalties and interest that would otherwise apply to any ad valorem taxes paid late after such due date. Any such suspension by a Governing Board shall commence effective as of January 1 of the year such unpaid amount was payable and, notwithstanding the subsequent payment of the past due amount by the FIL Participant, the suspension shall continue until December 31 of such year.

13.2. Without limiting Section 13.1, in the event that any FIL Participant fails to timely pay its Annual Assessment Fees, make any FIL Payment due in accordance with this Agreement or to otherwise pay any other Taxes otherwise due and payable on Property, and which are not the subject of a protest or dispute commenced by such FIL Participant in accordance with applicable law (*e.g.*, after the filing of appeal bond, if applicable), for a period of more than 180 days following notice to such FIL Participant and the expiration of cure period in accordance with Section 13.5, each Governing Board may, in its sole discretion and following notice to the FIL Participant, terminate such FIL Participants participation in this Agreement upon written notice thereof to such FIL Participant; provided that any such termination by a Governing Board shall commence effective as of January 1 of the year such unpaid amount was payable. All Parties further acknowledge and agree that, in the event the Company's participation in this Agreement is terminated pursuant to this 13.2, each Governing Board may additionally terminate this Agreement in its entirety upon written notice thereof to each FIL Participant (other than the Company), with termination of this Agreement in its entirety to become effective on January 1 of the year following the date such unpaid amount was payable by the Company.



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13.3. Each Governing Board may, following notice to the Company and the cure period in accordance with Section 13.5, in their respective sole discretion, terminate the Fee-in-Lieu granted by this Agreement upon the occurrence of any Permanent Facility Closure.

13.4. If the First Assessment Date has not occurred by January 1, 2029, as such date may be extended due to any delay caused by a Force Majeure Event, each Governing Board shall have the right, but not the obligation, to terminate this Agreement.

13.5. Notwithstanding the foregoing, no suspension or termination of this Agreement by any Governing Board may occur unless the respective Local Authority first gives written notice specifying the conditions giving rise to the suspension or termination of this Agreement to the Company and any other affected FIL Participant(s), who shall have thirty (30) days to cure such condition(s).

13.6. For avoidance of doubt, any suspension of the Fee-in-Lieu under this Section 13 shall not extend the FIL Term.

13.7. This Section 13 is the sole remedy of each Local Authority for the circumstances described in Sections 13.1 through 13.4. Notwithstanding any other provision of this Agreement to the contrary, should a Governing Body of a Local Authority suspend or reduce the Fee-in-Lieu granted by this Agreement pursuant to this Section 13 as to that Governing Body, all other obligations of the Parties under the Agreement shall continue to remain in full force and effect. Should a Governing Body of a Local Authority terminate this Agreement pursuant to this Section 13 as to that Governing Body, the Agreement shall continue to remain in full force and effect by and between all remaining Parties; provided that if the Governing Boards of both Local Authorities terminate this Agreement under Section 13.3 or 13.4, this Agreement shall be terminated with respect to all Parties and written notice of such termination shall be provided to each FIL Participant.

13.8. Without limiting any other rights and remedies available to any of the Taxing Authorities arising from a default by the Company and/or any FIL Participant of any obligation thereof set forth herein, the Fee-in-Lieu granted hereby may be additionally subject to suspension and/or termination in accordance with MCA §§ 27-31-104, 27-31-111 and 27-31-113 and any other applicable law.

13.9. For purposes of this Section 13 and any other obligations of any Party set forth in this Agreement which may be delayed due to a an event of force majeure, a "Force Majeure Event" means, with respect to such Party, any event or occurrence that (a) is not within the reasonable control of such Party or, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders, or delays such Party from performing its obligations under this Agreement, including any of the following events and occurrences: any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials or supplies through ordinary sources by reason of shortages or priority; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of such Party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine, explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; any change in law, order, regulation, or other action of any governing authority; any failure by any local or State governing body to issue any material permit or material approval necessary for the construction or operation of the Brandon Project within the timeframe stated by such local or State governing body to process and issue such permit or



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approval following the submission by the Party seeking such permit or approval of a complete and accurate application or petition therefor; or any other cause or event not within the reasonable control of the Party, including but not limited to, insufficient, unavailable or delayed utilities for the Brandon Project. Any delay in the performance of any of the duties or obligations of a Party will not be considered a breach of this Agreement and the time required for performance will be extended for the period equal to the delay, provided that such delay is caused by a Force Majeure Event, and, provided further, that the aggregate extension available to a Party for all Force Majeure Events will not exceed two (2) years. Any Party claiming the occurrence of a Force Majeure Event will give prompt notice to the other Parties of such cause and will take whatever commercially reasonable steps are necessary to relieve the effect of such cause. In the event of a Force Majeure Event, the Party claiming the occurrence of a Force Majeure Event shall promptly notify the Parties of the facts supporting such claim, the obligations affected by the alleged Force Majeure Event, the anticipated delay in performance and the actions being undertaken by such Party claiming a Force Majeure Event to minimize the duration and impact of the Force Majeure Event. No Force Majeure Event shall excuse, waive, or permit any delay in the payment or remittance of any FIL Amounts already due, accrued, and owing from any FIL Participant in accordance with this Agreement.

**SECTION 14. Miscellaneous.**

14.1. Assignment and Other Ownership Changes.

(a) The Parties agree that the benefits of this Agreement are granted to the Project. The Local Authorities consent, without any requirement of further approval, to the assignment by the Company, in whole or in part, of its ownership rights in the Project and/or this Agreement and the rights and duties thereunder, and any subsequent assignment, to any Person which accepts and agrees to the obligations and commitments of the Company contained in this Agreement. The Company agrees to give prompt notice of any such assignment to the Taxing Authorities, and in any event will provide notice in time for the Tax Collector to properly direct the written statement(s) setting forth the FIL Amount(s) for the then current Assessment Year pursuant to Section 2(a) of **Exhibit "B"**. In the event of such an assignment, the Parties further agree that the tax benefits granted herein shall inure to the benefit of the Company's successors and assigns which may lawfully receive the benefits hereunder. This Agreement shall be binding upon the Parties, their respective assigns and successors in title, and any owner of the Project which benefits from this Agreement.

(b) This Agreement may also be assigned, in part, to any FIL Participant, other than the Company, which agrees to be bound by the obligations and commitments of this Agreement without the consent of, but with prompt notice to, the Taxing Authorities; provided that the assignment obligations of this Section 14.1 shall not apply to any such FIL Participant identified and disclosed to the Tax Assessor in accordance with Section 11.

(c) The Company (and any other FIL Participant) may also collaterally assign this Agreement to any lender, bondholder or equity investor providing any financing for the Project or any portion thereof, without the consent of, but with prompt notice to, the Taxing Authorities, provided that any such assignment shall not release the Company or any other FIL Participant from their respective obligations hereunder. The Taxing Authorities shall reasonably cooperate with the Company with respect to any such financing by executing a consent to collateral assignment on normal and customary terms if so requested by the Company.



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(d) Following the assignment of any part of this Agreement to any assignee permitted by subsections (a) or (b) above, all references to the Company in the assigned portions of the Agreement shall, upon and following the assignment, be deemed to solely refer to the permitted assignee.

14.2. Notices, Statements and Payments. Any notice or statement required to be given pursuant to the terms and provisions of this Agreement shall be in writing and sent by a nationally recognized overnight courier for delivery on the following business day; by first-class U.S. mail, postage prepaid, registered or certified; or by email (with such email to be confirmed promptly in writing sent by mail or overnight courier as previously provided) addressed as follows, and payments of FIL Payments will be made to the Tax Collector as follows:

Company at:

ADP Rankin Data Hub, LLC
c/o AVAIO Digital
107 Elm Street, Suite 501
Stamford, CT 06902
Attn: Vice President, Finance

with a copy to:

Adams & Reese, LLP
1018 Highland Colony Parkway
Suite 800
Ridgeland, MS 39157
Attn: Gee Ogletree

City at:

City of Brandon, Mississippi
1000 Municipal Drive
Brandon, MS 39042
Attention: Mayor

with a copy to:

Baker Law Firm
100 Highpointe Court
Suite A
Brandon, MS 39042
Attn: Mark Baker

County at:

Rankin County Board of Supervisors
211 E. Government Street
Suite A
Brandon, MS 39042
Attention: Board President

with a copy to:

Palmer & Slay, PLLC
106 Highpointe Court
Suite C
Brandon, MS 39042
Attn: Craig Slay

MDA at:

Mississippi Development Authority
501 North West Street (39201)
P. O. Box 849
Jackson, Mississippi 39205-0849
Attention: Executive Director



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| Tax Assessor at: | Tax Collector at: |
|---|---|
| Rankin County Tax Assessor<br>Courthouse Annex<br>211 E. Government Street,<br>Brandon, MS 39042<br>Attention: Tax Assessor | Rankin County Tax Collector<br>Courthouse Annex<br>211 E. Government Street,<br>Brandon, MS 39042<br>Attention: Tax Collector |

or to such other address as the receiving Party shall have most recently forwarded to the sending Party.

14.3. Amendment; Waiver. This Agreement may be amended, modified, or superseded, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by the Parties or, in the case of a waiver, by or on behalf of the Party that is waiving compliance. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement will not affect the right of that Party at a later time or times to enforce same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, or warranty.

14.4. Further Assurances. Each Party to this Agreement will take all action and execute further instruments or documents as any Party may from time to time reasonably request in order to confirm, carry out, or more fully effectuate the transactions and results contemplated by this Agreement, or which may be necessary for the Company (and any other FIL Participant, if applicable) to realize all of the benefits contemplated under this Agreement. The Company acknowledges and agrees that it will file, and use its commercially reasonable effort to cause each other FIL Participant to file, such documentation or applications as may be required by the laws of the State to result in all of the Property being taxed and/or FIL Payments calculated as provided for in this Agreement. Each of the Taxing Authorities agrees to promptly consider and approve any such documentation or applications to the extent required to ensure that all Property is taxed and/or FIL Payments are made as provided in this Agreement.

14.5. Governing Law, Disputes Over Valuation, and Forum Selection. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State, including its statutes of limitation and without regard to conflict of law principles. All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, if MDA is a necessary party; or the County, if MDA is not a necessary party. Such court shall be the exclusive forum and jurisdiction for such disputes. The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive. In the event of any legal or equitable action arising from this Agreement, each FIL Participant that is a party to such legal or equitable action shall provide, in the manner prescribed by Section 14.2, written notice of such action to the MDA.



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14.6. Headings / Construction. The captions and headings of this Agreement are for convenience only, and are not to be construed as a part of this Agreement, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender

14.7. Successors and Assigns. All the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties, to the same extent as if each successor and assign were in each case named as a party to this Agreement.

14.8. Presumption. No presumption will apply in favor of any Party hereto in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof.

14.9. Incorporation by Reference. All exhibits referenced as being attached hereto are hereby incorporated by reference and expressly made a part of this Agreement for all purposes as if fully copied herein.

14.10. Tax Officials. To the extent not otherwise already specifically covered by this Agreement, the Tax Assessor and the Tax Collector agrees to abide by all of the terms and provisions of this Agreement as he, she or they, as applicable, involve or require acquiescence, approval or implementation of the Tax Assessor and the Tax Collector.

14.11. Authority. Each of the Parties recognizes, acknowledges, represents, and warrants that the obligations set forth herein are the valid and binding obligations of such Party, enforceable in a court of competent jurisdiction against such respective Party in accordance with the terms hereof and that the terms and provisions of this Agreement and the execution hereof have been authorized and approved, as required by law.

14.12. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof *(i.e.,* ad valorem taxes) and supersedes any prior understandings, agreements, or representations by or among the Parties, whether written or oral, to the extent such are covered by the subject matter hereof.

14.13. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.14. Counterparts; Electronic Transmittals. This Agreement may be signed in separate counterparts and delivered by electronic transmission, each of which counterpart so executed shall be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.,* www.docusign.com) is to constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.,* www.docusign.com) are to be deemed to be their original signatures for all purposes.

**IN WITNESS WHEREOF**, the County, the City, the Tax Assessor, the Tax Assessor, the Tax Collector and the Company have executed this Agreement on the actual dates set forth opposite their respective



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names with the understanding that the effective date of this Agreement is the date shown in the first paragraph of this Agreement.

*[SIGNATURES ON FOLLOWING PAGES]*

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**CITY OF BRANDON, MISSISSIPPI,**
acting by and through its Board of Supervisors

By:_____
Butch Lee,
Mayor

Date: _____, 2025

**ATTEST & SEAL:**

By:_____
Mary Ann Hess
City Clerk

Date: _____, 2025

**RANKIN COUNTY, MISSISSIPPI,**
acting by and through its Board of Supervisors

By:_____
Sid Scarbrough
President, Board of Supervisors

Date: _____, 2025

**ATTEST & SEAL:**

By:_____
Mark S. Scarborough
Clerk, Board of Supervisors

Date: _____, 2025

**TAX ASSESSOR**

By:_____
Staci D. McNinch,
Tax Assessor

Date: _____, 2025

**TAX COLLECTOR**

By:_____
Caroline Gilbert,
Tax Collector

Date: _____, 2025

**ADP RANKIN DATA HUB, LLC**
a Delaware limited liability company

By:_____
Kevin Murphy,
Vice President

Date: _____, 2025



Attachment: Resolution Authorizing Fee-In-Lieu of Ad Valorem Tax Agreement for One or More Data Center Buildings (22181 : Approval to

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**EXHIBIT "A"**

**CERTIFICATE OF FINAL APPROVAL**
**OF THE**
**MISSISSIPPI DEVELOPMENT AUTHORITY**

MDA hereby approves this Agreement as follows:

(a) MDA agrees that the Brandon Project as defined herein is eligible for the benefits offered pursuant to MCA §§ 27-31-104 and/or 27-31-105(2) provided that the $60,000,000 minimum capital investment requirement prescribed by MCA § 27-31-104 is satisfied;

(b) MDA agrees that the FIL Amounts, as defined herein, and allocation thereof satisfy the minimum payment requirements of MCA §§ 27-31-104 and/or 27-31-105(2) and are authorized by Senate Bill No. 2001 and House Bills 1 and 2, passed by the Mississippi Legislature in the 2024 Second Extraordinary Session and signed into law by the Governor of Mississippi;

(c) The duration of the Fee-in-Lieu does not exceed the maximum period permitted by State law; and

(d) MDA agrees that this Agreement has been duly negotiated and approved.

MDA EXPRESSES NO OPINION, APPROVAL OR DISAPPROVAL OF ANY PROVISIONS HEREIN REGARDING THE COMPUTATION OF THE TRUE VALUE OF ANY PROPERTY OR ANY OTHER MATTERS EXCEPT FOR THOSE SPECIFICALLY AND EXPRESSLY ENUMERATED ABOVE. SUCH MATTERS ARE BEYOND THE SCOPE OF MDA'S AUTHORITY AND RESPONSIBILITY UNDER MCA §§ 27-31-104 AND/OR 27-31-105(2).

Notwithstanding any provision of the Agreement to the contrary, venue for any legal or equitable action against the MDA arising from this Agreement shall be in Hinds County, Mississippi.

MISSISSIPPI DEVELOPMENT AUTHORITY

By:_____
Bill Cork,
Executive Director

Date: _____ _____, 2025

**EXHIBIT "B"**

**ASSESSMENT AND COLLECTION**

**1. Assessment.**

The Parties agree that the following principles of ad valorem tax assessment will apply to the determination of Taxes and Taxes Otherwise Payable:

(a) Assessment Prior to First Assessment Date. Consistent with applicable State law, including any MDOR regulations, and the policy and practice of the Tax Assessor, the Parties agree that Land and any interests therein will be taxable prior to the First Assessment Date under its then-current classification, although it may be reclassified as industrial property for assessment purposes thereafter. If State law requires that any personal property and/or real property improvements constituting Property be assessed prior to the issuance of COD, the Tax Assessor agrees that such Property will be assigned a *de minimis* or zero value, as legally permitted by State law, MDOR regulations and/or guidelines established in the property appraisal manuals of the MDOR, to reflect that the Project is not yet in operation. Notwithstanding the foregoing, if any change in said policy and practice of the Tax Assessor is required by State law or MDOR regulations, the Tax Assessor agrees that such change shall be applied to all commercial taxpayers in the City and County.

(b) Appraisal and Valuation. During the FIL Term, the Parties will follow then-current State law with respect to the assessment of ad valorem taxes in order to determine the Taxes Otherwise Payable, including but not limited to then current MDOR regulations and guidelines established in the appraisal manuals of the MDOR. For avoidance of doubt, the Parties agree that the current statutory procedures include the following:

(i) Rendition. By April 1 of each calendar year, including April 1 of each Assessment Year, each FIL Participant will provide a rendition of its otherwise taxable personal property in the form required by the Tax Assessor as provided in MCA § 27-35-23, and the Tax Assessor shall record on the ad valorem tax rolls all Property in the name of the appropriate owner(s) thereof. In the event that any FIL Participant fails timely to file its rendition as and when due, the Taxing Authorities shall have the right to impose and levy any penalties and/or interest authorized or mandated by State law against such party arising from such failure to file its rendition; however, in no event shall any failure to timely file a personal property rendition by a FIL Participant confer upon any of the Taxing Authorities the right to suspend or terminate this Agreement as to that FIL Participant except to the extent expressly authorized by State law and this Agreement.

(ii) Assessment Ratio and Classification. As of the Effective Date, the Brandon Project constitutes Class II and Class III property and is subject to an assessment ratio of fifteen percent (15%) of true value because the Brandon Project constitutes neither Single-family, owner-occupied, residential real property, nor public utility properties, such as those owned by railroad, pipeline, electric power, and similar companies, nor tagged motor vehicles.

(iii) Cost. For purposes of assessment, "cost" includes installation costs and all other direct expenses properly chargeable to capital asset accounts, but shall not include the cost of any non-taxable or tax exempt assets, contributions in aid of construction or other payments for facilities owned by utility companies or other third parties, or any "soft costs" or indirect costs not directly attributable to the purchase and installation of Property, such as capitalized interest or allocations of management overhead, whether or not the same are capitalized. The documents cost of personal Property will constitute the upper limit of true value for assessment purposes during the FIL Term.



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(iv) Depreciation and other Adjustments. The Tax Assessor and each FIL Participant will confer to reach agreement as to the proper class life and industrial multiplier/trending factors for personal Property, or components thereof, installed on the Brandon Project Site. Upon presentation of sufficient and credible evidence of additional physical deterioration or functional obsolescence, economic obsolescence, or accelerated depreciation due to special circumstances related to the operation of the Brandon Project, consistent with recognized appraisal principles, the Tax Assessor will consider a reduction in the depreciated value reflected by the applicable class life to the extent consistent with and permitted by then current State law, MDOR regulations, and guidelines established in the appraisal manuals of the MDOR. The Tax Assessor may obtain the approval for any such agreement or reduction from the MDOR.

(v) Protest and Appeal. Any dispute regarding the assessment of ad valorem taxes in order to determine the Taxes Otherwise Payable shall follow the procedures for the protest and appeal of ad valorem tax assessments under state law, including those set forth in MCA §§ 27-55-1 et seq.

**2. Collection of Fee-in-Lieu Amount**

The Parties agree that the following principles of ad valorem tax collection will apply to the determination of the FIL Amount and billing and collection of the FIL Payment:

(a) Calculation and Billing of Fee-in-Lieu. For each Assessment Year, the Tax Collector shall apply the applicable tax millage to the assessed value of the Property then subject to the Fee-in-Lieu granted herein to determine the Taxes Otherwise Payable. The FIL Amount for each FIL Participant on such FIL Participant's Property for each Assessment Year shall be the amount calculated in accordance with Section 5. The Tax Collector shall provide each FIL Participant with a written statement setting forth the Fee-in-Lieu Amount due therefrom for such year and the underlying calculations used to compute such Fee-in-Lieu Amount. The Collector shall use his or her best efforts to provide to each FIL Participant its respective written statement of its FIL Amount by December 15th of each Assessment Year, but in no event will such statement be provided later than December 31st of each year.

(b) Millage Changes. If the aggregate ad valorem tax millage rate is increased or decreased and such increase or decrease is applicable generally to all taxpayers located in the same taxing district as the Brandon Project Site, then the Fee-in-Lieu Amount or amount payable under an exemption will be increased or decreased based upon such higher or lower aggregate annual millage.

(c) Fee-in-Lieu Lien and Payment Due Date. As provided for ad valorem taxation pursuant to MCA §§ 27-35-1 and 27-41-41, each annual Fee-in-Lieu obligation, shall be a lien on the Property on January 1 of the relevant Assessment Year and of the relevant FIL Participant, and each FIL Participant shall make its FIL Payment related to that Assessment Year to the Tax Collector by February 1 of the following year. The Parties agree that the provisions applicable to the collection of delinquent ad valorem taxes under state law, including MCA § 27-41-1 et seq., shall apply to delinquent FIL Payments.



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**EXHIBIT "C"**

**PROJECT SITE DESCRIPTION**

A TRACT OR PARCEL OF LAND CONTAINING **109.41 ACRES**, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHWEST 1/4 OF SECTION 20, T5N-R3E, CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 3/8 INCH IRON PIN MARKING THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20; RUN THENCE SOUTH 00 DEGREES 06 MNINUTES 38 SECONDS WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF SECTION 20 FOR A DISTANCE OF 1712.19 FEET TO THE NORTHERLY OF MISSISSIPPI HIGHWAY NO. 18 AND A SET ½ INCH IRON PIN; THENCE SOUTH 87 DEGREES 33 MINUTES 03 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT-OF WAY OF MISSISSIPPI HIGHWAY NO. 18 FOR A DISTANCE OF 129.37 FEET; THENCE SOUTH 2 DEGREES 26 MINUTES 57 SECONDS EAST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18 FOR A DISTANCE OF 29.37 FEET; THENCE SOUTH 87 DEGREES 33 MINUTES 03 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18 FOR A DISTANCE OF 590.55 FEET; THENCE NORTH 2 DEGREES 26 MINUTES 57 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18 FOR A DISTANCE OF 29.53 FEET; THENCE SOUTH 87 DEGREES 33 MINUTES 03 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18 FOR A DISTANCE OF 196.85 FEET; THENCE SOUTH 2 DEGREES 26 MINUTES 57 SECONDS EAST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18 FOR A DISTANCE OF 29.53 FEET; THENCE SOUTH 87 DEGREES 33 MINUTES 03 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY NO. 18 FOR A DISTANCE OF 1731.26 FEET TO THE WEST LINE OF SAID SECTION 20; THENCE NORTH 00 DEGREES 01 MINUTES 03 SECONDS WEST ALONG THE SAID WEST LINE OF SECTION 20 FOR A DISTANCE OF 1867.49 FEET TO A FOUND ½ INCH IRON PIN MARKING THE NORTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 89 DEGREES 43 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF SECTION 20 FOR A DISTANCE OF 2648.25 FEET TO THE POINT OF BEGINNING.

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**EXHIBIT "D"**

**FORMULA FOR DETERMINING COMPANY MINIMUM FIL AMOUNT**

For each of the Assessment Years during the FIL Term for which the sum of:

(a) one-third (1/3) of the Taxes Otherwise Payable by the Company for any such Assessment Year; plus

(b) the total of all FIL Payments payable by all FIL Participants other than the Company pursuant to this Agreement for any such Assessment Year, plus

(c) the total amount of all County ad valorem taxes payable by all FIL Participants for any Property located at or comprising any part of the Brandon Project Site, except for the "mandated levies" described in MCA § 27-39-329, for any such Assessment Year;

is less than Four Million Dollars ($4,000,000) (the "Company Minimum FIL Amount"), then the Company Minimum FIL Amount due and payable by the Company for such Assessment Year shall, if applicable, equal the sum of the following:

(ii) such Company Minimum FIL Amount , minus

(iii) the sum of items (b) through (c) immediately above.

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**EXHIBIT "E"**

**Form – Certificate of Investment**

**BRANDON PROJECT SUMMARY**

| | |
|---|---|
| **Project** | |
| **Locality (County and City, if applicable)** | |
| **Date of Certificate of Investment** | |

**CAPITAL INVESTMENT SINCE BRANDON PROJECT INCEPTION**

| | |
|---|---|
| **Total Capital Investment** | **$** |

**TO BE CERTIFIED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY:**

I certify that I have examined this report, and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

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