
AFFIDAVIT OF RUDY WARNOCK

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned officer duly authorized to administer oaths, Rudy Warnock, who, after being first duly sworn, deposes and states as follows:

1. My name is Rudy Warnock, and I have personal knowledge of the matters contained in this Affidavit.

2. In early 2016, my engineering firm Warnock Engineering was hired by the Canton Municipal Utility (“CMU”) Board of Commissioners (collectively, the “CMU Board”; individually, “Commissioner”) to perform certain professional engineering/design services on behalf of CMU under a General Engineering Services Agreement.

3. On June 7, 2016, Canton Alderwoman Daphne Sims was the deciding vote to appoint Mr. Cleveland Anderson as a Commissioner to CMU. Unbeknownst to me at the time, Alderwoman Sims is Mr. Anderson’s niece. This appointment came with full state benefits, and a salary of \$900.00 per month.

4. On or around June 9, 2016, I had dinner with City of Canton, Mississippi, Alderman Mr. Eric Gilkey, Alderman Mr. Andrew Grant, Mr. Calvin Harris, and Mr. Cleveland Anderson.

5. Prior to this meeting, I had never met Mr. Cleveland Anderson. Mr. Anderson had never previously served as a Commissioner to the CMU Board.

6. One of the purposes of the meeting was to discuss the possibility of Warnock Engineering performing additional professional service work for CMU.

7. The parties also discussed the removal of CMU Commissioner Ms. Silbrina Wright because she did not live in the city, and therefore should not be allowed to serve.

8. At this dinner, I was asked what the CMU priorities would be if Warnock Engineering were to assume all engineering duties for CMU. In response, I formulated and drafted the “Five Point Plan” to address the problems at CMU.

9. In August 2016, the Canton Board of Alderman removed Ms. Silbrina Wright from CMU, and appointed Ms. Cleotha Williams as her replacement.

10. In late August 2016, the CMU Board, including Mr. Cleveland Anderson, unanimously voted to hire Warnock Engineering as the engineering firm of record for CMU, and to terminate Waggoner Engineering.

11. On August 31, 2016, the Madison County Journal ran a story with the headline, “Warnock new CMU engineer as ousted utility chairman alleges corruption.” The Madison County Journal article discussed the alleged corruption surrounding a \$1 million annual sludge removal contract, which contract had nothing to do with me. I had no involvement whatsoever with the sludge removal contract, but the headline quite obviously was meant to imply that I had been involved in some “allege[d] corruption.”

12. I complained to Mr. Anderson about the intentionally misleading headline, and the malicious treatment of me and my engineering firm from the Madison County Journal.

13. A few weeks later, on September 18, 2016, Mr. Anderson asked me to meet him that morning at the Kroger parking lot at Highway 463/Colony Crossing. I did. I was shocked when Mr. Anderson told me he had family in New Orleans and Chicago who could “handle” journalist Michael Simmons. He offered to have Mr. Simmons murdered for \$10,000.00. He said: “Once I tell them to do it, there aren’t any take backs.”

14. I was shocked and told Mr. Anderson, "I have never hurt anybody, and I'm not going to start now." He responded, "Let me know if you ever change your mind."

15. A week later, on September 25, 2016, in a vehicle, Mr. Anderson offered to have Madison Mayor Mary Hawkins killed for \$10,000. My wife witnessed him making the offer.

16. I laughed it off and said, "We aren't going to deal with our problems that way. We aren't going to do that." Later, when my wife asked what kind of people I was dealing with at CMU, I told her that I had no idea, and that maybe Cleveland was just really drunk.

17. The CMU Board authorized Warnock to proceed with implementing the "Five Point Plan" under the General Engineering Services Agreement.

18. Around this same time, Commissioner Anderson asked me if he could get paid for his vote.

19. I refused. I informed Mr. Anderson that I was going home at night to my family, and not to jail.

20. As Warnock Engineering started getting into the operation of CMU as part of the Five Point Plan, it was discovered that CMU was operating without a comprehensive 201 facility plan, and also without a hydraulic model of their Facilities. This is a critical component that cities usually have, and that all need to have.

21. When I discovered this, I began talking to the CMU Commissioners about performing these services.

22. All CMU Commissioners appeared to understand the importance of this, so the Commissioners placed the proposed contract with Warnock Engineering on the agenda for October 7, 2016.

23. This was a special called meeting to cap the Emergency Sewer Project at \$500,000.

24. The CMU Board was also to consider Warnock Engineering's \$1,474,000 contract to perform the Water & Sewer modeling as part of the Five Point Plan.

25. On October 6, 2016, Canton Alderman Mr. Eric Gilkey, Mr. Anderson, and I were meeting at the Warnock Engineering office located at 223 West Center Street. We were discussing the agenda for the October 7, 2016 meeting.

26. At this meeting, Mr. Cleveland Anderson requested a kickback.

27. Specifically, Mr. Anderson requested that I increase the Warnock Engineering contract amount by \$200,000 (from \$1,474,000 to \$1,674,000) so that "[he] and [his] wife can retire comfortably."

28. I refused. Again, I told Mr. Anderson that I was going home to my kids, and not to jail.

29. Alderman Eric Gilkey overheard this conversation. Mr. Gilkey got up and left the room saying, "Y'all leave me out of this."

30. Despite Mr. Anderson's request to do so, I did not adjust the price of the Warnock Engineering contract.

31. The contract was approved unanimously by the CMU Board on October 7, 2016.

32. In the midst of all the engineering that Warnock Engineering had undertaken, I was asked to serve on a CMU Personnel Committee that was to look into unequal treatment of CMU employees.

33. The CMU Board voted unanimously to put me on the CMU Personnel Committee. The CMU Board delivered personnel files, audits, account information, land records, and other CMU related material to me.

34. The CMU Personnel Committee discovered that white employees had been receiving benefits that black employees had not been given.

35. Mr. Mark Johnson was acting interim General Manager and validated this with the CMU Personnel Committee.

36. Mr. Anderson was also serving on this CMU Personnel Committee, and was heavily involved in the restructuring of CMU, including new departments and new positions.

37. As the CMU Personnel Committee worked through these issues, Mr. Anderson insisted on hiring his wife in the newly created General Counsel Department.

38. Mr. Anderson came to my office and asked if I had a spare office where his wife could work.

39. Later the next week, Mrs. Elain Hunter, then Human Resources Director, sent an email outlining Mr. Anderson's attempt to force her to hire Mr. Anderson's wife at CMU.

40. Mrs. Hunter insisted in her email that Mr. Anderson's actions were wrong.

41. Mrs. Hunter's email was shown to Mike Espy, Esq., who was serving as CMU's outside counsel. Mr. Espy then informed Mr. Anderson that this was not legal, and that Mr. Anderson should withdraw his wife's application from Mrs. Hunter.

42. Reluctantly, Mr. Anderson withdrew his wife's name from possible CMU employment.

43. In addition to his attempts to hire his wife, throughout my service on the CMU Personnel Committee, Mr. Anderson made multiple attempts to hire his family and friends at CMU, for inflated amounts. These candidates lacked any experience, and were not qualified.

44. I rejected all of Mr. Anderson's recommendations and attempts to hire inexperienced and unqualified family and friends.

45. Mr. Anderson became increasingly dissatisfied with me.

46. On December 17, 2016, after I had reached my limit with Mr. Anderson's constant attempts to improperly receive kickbacks and CMU benefits, directly and indirectly, I sent an unflattering text to him with copy to many others.

47. Mr. Anderson replied to me by text, incredibly including an admission of his prior solicitations for kickbacks and murder, though also including his newfound excuse for same—that he was just testing me:

“With all being said, I decided to test you Rudy to see if you were texting [sic] me, but others in the CMU ranks to gain control of CMU. And you, Eric, and Andrew call yourselves servants, WOW!!! Do you remember when I ask [sic] you about [\$] 200,000 to retire (TEST); (About knowing guys in New Orleans that would do anything illegal (Test), and many more. The most recent ones were I fed you, Andrew, Wynn, and Calvin was; you asked me Who I was working for and I told you Johnson Delivery Service (Test). I will tell you this, actually it is....No I am going to see how good your investigative skills are---Have fun with that one Rudy. There are several more, but for some reason I have a hard time remembering lies when I tell them. But, the truth is considerable easy.”

48. Soon thereafter, Mr. Anderson made motions to terminate me/Warnock Engineering from all CMU engineering and personnel work, and to fire Mr. Mike Espy from acting as outside counsel.

49. Specifically, at the December 20, 2016, meeting, Mr. Cleveland Anderson surprisingly made a motion to fire Mr. Espy. Mr. Anderson then asked for a short recess to leave and call Ms. Barbara Blackmon. When Ms. Blackmon arrived, three Commissioners including

Mr. Anderson left the meeting without finishing the agenda. In their absence, Chairman Charles Weems made a successful motion to rehire Mr. Espy.

50. On December 22, 2016, the same three Commissioners purported to have called a special meeting with the intentions to fire Mr. Espy and me/Warnock Engineering, and to give Mr. Kenny Wayne Jones his own CMU department. Earlier, the Canton Board of Alderman had passed a resolution removing Mr. Cleveland Anderson as a Commissioner at CMU, but that vote was vetoed by Canton Mayor Arnel Bolden.

51. On December 29, 2016, Mr. Cleveland Anderson and the same two other Commissioners purportedly convened a special meeting to fire Mr. Espy and me/Warnock Engineer. The CMU Board also voted to remove Mr. Weems as CMU Board Chair, and instead replaced him with Mr. Cleveland Anderson as Chair. They also voted to hire the Blackmon law firm as outside counsel, and to hire Mr. Kenny Wayne Jones as the General Manager.

52. Sometime in 2017 I discovered that Mr. Anderson was the uncle of Canton Alderwoman Daphne Sims, who, on June 6, 2016, was the deciding vote to appoint Mr. Anderson as a Commissioner to the CMU Board.

53. Canton Mayor Arnel Bolden was advised that Mr. Anderson was appointed in violation of Mississippi's nepotism statute, Miss. Code Ann. § 25-1-53. Mayor Bolden was provided a copy of the Attorney General's Opinion *In Re Hicks*, wherein the Attorney General opined that it was illegal for an alderman to vote for his uncle to a municipal utility.

54. Despite this clear violation of the nepotism statute, Mayor Bolden and Alderwoman Sims have allowed Mr. Anderson to continue to serve. Upon information and belief, Mr. Anderson continues to receive pay and benefits.

AND FURTHER, AFFIANT SAITH NOT, this the ____ day of April, 2017.

RUDY WARNOCK

SWORN TO AND SUBSCRIBED BEFORE ME on this ____ day of April, 2017.

NOTARY PUBLIC

My commission expires:
