



Rankin County Board of Supervisors

Regular Board Meeting

~ Minutes ~

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

Larry Swales
Chancery Clerk

Tuesday, February, 16, 2021

9:00 AM

Rankin Board Room

I. Call to Order

9:00 AM Meeting called to order on February 16, 2021 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	Vice President	Present	
Steve Gaines	Supervisor District 4	Remote	
Brad Calhoun	Supervisor District 3	Present	
Jared Morrison	President	Present	
Jay Bishop	Supervisor District 5	Remote	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	

II. INVOCATION

Board Attorney Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION

Supervisor Steve Gaines - Comment

IV. OLD BUSINESS

A. Minutes Approval: A. February 1, 2021

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

V. CONSENT AGENDA

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Daniel Cross, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

1. APPROVAL OF THE FOLLOWING:

Financial

A. Approval of claims docket in the amount of \$9,658,734.81

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 January, 2021

- C. Approval of budget amendment for the Sheriff's Administration to transfer between line items (No increase)**
- D. Approval of Budget Amendment for the Board of Supervisors for an increase to line items 919 & 923 (Increase)**
- E. Approval of Budget Amendment for Co-Unit Road Maintenance Fund Road and Bridges for an increase due to sale of Road Equipment**
- F. Acknowledgement of receipt of Pearl Public School District's Audit for fiscal ended June 30, 2020**
- G. Authority to provide additional support to Puckett Volunteer Fire Department in the amount of \$4,950.00 for down payment to order One (1) 50' X 100' X 14' gable metal building with 1/12 roof pitch and authority to issue check**

Agreements and MOU

- H. Request approval of Contractual Agreement between Rankin County and Deanco Auctions to sell road equipment on March 24 and March 25, 2021, in Philadelphia, MS**
- I. Authorization for Rankin County Sheriff to enter into Memorandum of Understanding between Rankin County Sheriff's Office and U.S. Department of Veterans Affairs to provide telehealth services to any qualifying veteran inmate incarcerated in the Rankin County Jail at no cost to Rankin County. Equipment necessary to provide services under the MOU will be provided by the US Department of Veterans Affairs at no cost to Rankin County. The MOU may be terminated upon thirty days' notice by either party**
- J. Authorization of Board President to execute Memorandum of Understanding Between Mississippi College School of Law, Family & Children's Law Center, Rankin County Board of Supervisors, and Mississippi Administrative Office of the Courts providing funding for cost of Parent Legal Representation in Youth Court Proceedings where parental rights are implicated. This is a continuation of a grant-funded program administered in cooperation with the parties. Rankin County's annual obligation under the program is \$30,000. The MOU terminates automatically if grant funding is not achieved**

2. AUTHORITY TO ISSUE CHECKS:

Dues and Training Conferences

- A. Authority to pay registration fee in the amount of \$70.00 for Paul Bowen to participate in the Virtual Training on Ethics, March 4, 2021 and authority to issue check**

Advertising County Resources

- B. Authority to advertise county resources in the amount of \$180.00 for a full page ad for 2019-2020 Richland High School Yearbook and authority to issue check**

Other

- C. Authority to reimburse Scott Cole in the amount of \$220.94 for payment of renewal for domain registration and authority to issue check**

- D. Authority to issue check in the amount of \$100.00 for refund on building permit 21-00116, to Aubrey & Elizabeth Hunt dated January 22, 2021 and authority to issue check
3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:
- A. Approval of the following Inventory Changes to remove items from the county inventory that are broken or to surplus items and transfer items interdepartmental (See attached)
4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:
- A. Authority to approve the following Personnel Recommendations:
Sheriff’s Department: Marcus L. Hill (New-hire, Non-Certified Adult Detention Officer I, replacing Lugene Jones) at Step 246; Lakeisha M. Robinson (New-hire, Certified Adult Detention Officer II, replacing Christopher Haley) at Step 266;
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 Invitation Bids Outbuilding Addition Rankin Co. Misdemeanor Facility (Proof) (PDF)

2. b Vardoc Invitation for Bids CMRLS Building Re-Roof (Proof) (PDF)

VI. MIKE HARRISON, ROAD MANAGER

- A. Approval of Utility Permit for AT&T No. 14J00197N to construct fiber optic cable utility along or across Scenic Dr. installed between Oak Dr. & Arrowhead Trail with the following roads involved: Sweet Gum Dr., Poplar Dr./ Pine Road, Forrest Point Dr. Elm Trail, Campfire Dr. (District 2)
- RESULT: ADOPTED [UNANIMOUS]

MOVER: Daniel Cross, Vice President

SECONDER: Steve Gaines, Supervisor District 4

AYES: Cross, Gaines, Calhoun, Morrison, Bishop

VII. CRAIG SLAY, BOARD ATTORNEY

- SET PUBLIC HEARINGS:
- A. Set Public Hearing for February 25, 2021 at 9:00 a.m. for Sharon Paige Nuisance Property, 226 Tudor Circle (District 4)
- RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop
- B. Set Public Hearing for February 25, 2021 at 9:00 a.m. for Robbin Munn Nuisance Property, 815 Highway 43 S (District 4)
- RESULT: ADOPTED [UNANIMOUS]

MOVER: Brad Calhoun, Supervisor District 3

SECONDER: Daniel Cross, Vice President

AYES: Cross, Gaines, Calhoun, Morrison, Bishop
- C. Set Public Hearing for February 25, 2021 at 9:00 a.m. for Mabel Davis Estate Nuisance Property, 563 Sandhill Road (District 4)

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Brad Calhoun, Supervisor District 3

SECONDER:

Daniel Cross, Vice President

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

OTHER

- D. **ADOPTION OF RESOLUTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI (THE "COUNTY") APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY OF FLOWOOD, MISSISSPPI IN CONNECTION WITH THE NOT TO EXCEED \$2,100,000 CITY OF FLOWOOD, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 ISSUED FOR THE PURPOSE OF REFUNDING THE OUTSTANDING \$1,695,000 CITY OF FLOWOOD, MISSISSIPPI (ORIGINAL PRINCIPAL AMOUNT) TAX INCREMENT FINANCING BONDS, SERIES 2006 (LAKELAND COMMONS PROJECT), DATED OCTOBER 1, 2006, AND THE OUTSTANDING \$2,700,000 (ORIGINAL PRINCIPAL AMOUNT) MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS (CITY OF FLOWOOD, MISSISSIPPI TAX INTERCEPT - TAX INCREMENT FINANCING PROJECT), SERIES 2009, DATED OCTOBER 21, 2009; AND FOR RELATED PURPOSES**

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Daniel Cross, Vice President

SECONDER:

Brad Calhoun, Supervisor District 3

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

- E. **Authorization of Board President to execute Interlocal Agreement IN CONNECTION WITH THE NOT TO EXCEED \$2,100,000 CITY OF FLOWOOD, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 ISSUED FOR THE PURPOSE OF REFUNDING THE OUTSTANDING \$1,695,000 CITY OF FLOWOOD, MISSISSIPPI (ORIGINAL PRINCIPAL AMOUNT) TAX INCREMENT FINANCING BONDS, SERIES 2006 (LAKELAND COMMONS PROJECT), DATED OCTOBER 1, 2006, AND THE OUTSTANDING \$2,700,000 (ORIGINAL PRINCIPAL AMOUNT) MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS (CITY OF FLOWOOD, MISSISSIPPI TAX INTERCEPT - TAX INCREMENT FINANCING PROJECT), SERIES 2009, DATED OCTOBER 21, 2009**

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Daniel Cross, Vice President

SECONDER:

Brad Calhoun, Supervisor District 3

AYES:

Cross, Gaines, Calhoun, Morrison, Bishop

- F. **ADOPTION OF RESOLUTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI (THE "COUNTY") APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY OF FLOWOOD, MISSISSIPPI (THE "CITY") IN CONNECTION WITH THE \$1,845,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF FLOWOOD, MISSISSIPPI, TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, AND AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY IN CONNECTION WITH THE NOT TO EXCEED \$5,600,000 CITY OF FLOWOOD, MISSISSIPPI TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021; AND FOR RELATED PURPOSES**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- G. **Authorization of Board President to execute AMENDED Interlocal Agreement to address the County’s continuing obligation to provide debt service for the Series 2015 Tax Exempt Bonds that were issued IN CONNECTION WITH THE \$1,845,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF FLOWOOD, MISSISSIPPI, TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- H. **Authorization of Board President to execute Interlocal Agreement IN CONNECTION WITH THE NOT TO EXCEED \$5,600,000 CITY OF FLOWOOD, MISSISSIPPI TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Cross, Vice President
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- I. **Authorization of Board President to enter into Railroad Crossing Agreement between Rankin County, Mississippi Department of Transportation and Illinois Central Railway. This agreement relates to the already-approved safety enhancement project located in Star, Mississippi, to address two dangerous railroad track crossings near the Airgas facility in Star. This agreement outlines the responsibilities undertaken by each of the parties to the agreement. The Mississippi Department of Transportation and Illinois Central Railway bear the bulk of the cost associated with the construction of improvements near and over the rail crossings, estimated to be approximately \$1.5 million. For the purpose of this Agreement, the County’s share of the estimated cost associated with the crossing improvements is less than \$75,000 and amounts to road work and asphalt on the approaches to the crossings to be improved and application of pavement to crossings being closed**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Daniel Cross, Vice President
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

- J. **Acknowledgment of receipt of Rankin County Circuit Clerk’s Certification of Petition for Expansion of Cleary Fire Protection District. Authorization of Board Attorney and/or County Administrator to conduct all activities set forth in Mississippi Code Ann. Section 19-5-153 and do all things necessary to convene a public hearing before the Board of Supervisors for consideration of the Petition and a determination as to whether said fire protection district should be expanded as requested. Authorization to set public hearing to determine public convenience and necessity to expand Cleary Fire Protection District for March 15, 2021, at 9:00 a.m. in Board Room of Board of Supervisors. Authorization for publication of Notice of Public Hearing three times in the Rankin County News**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Daniel Cross, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

- K. Consideration of, and potential action to authorize, second revision to Ambulance Service Agreement between Rankin County and Pafford Emergency Medical Services, Inc. ("Pafford"), to alter Paragraph 6 thereof, in part, to provide that will remain in compliance with the provisions of said Agreement, and will not be considered in breach thereof, by utilizing both certified Paramedics and/or Advanced Emergency Medical Technicians in emergency response activities. This revised Agreement shall be in force and effect, and shall terminate, upon the earlier of December 31, 2021, or until such time as the Rankin County Board of Supervisors, at its sole discretion, adopts a Board Order indicating that the circumstances surrounding the current virus-related crisis have improved such that this revision is no longer justified and transmits a copy of said Board Action to Pafford Ambulance Services, Inc.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Daniel Cross, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

VIII. KEITH HICKS, COUNTY ADMINISTRATOR

- A. Discussion and potential action on increase of house count billed by Waste Management January 2021, reflected an increase of 1,258 house tops. Approval to pay the outstanding bill and authority to issue check.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Daniel Cross, Vice President
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

IX. Motion to Recess Until February 25, 2021 at 9:00 a.m.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Vice President
SECONDER: Brad Calhoun, Supervisor District 3
AYES: Cross, Gaines, Calhoun, Morrison, Bishop

This the 16th Day of February, 2021



Jared Morrison

JARED MORRISON, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales

LARRY SWALES, CLERK OF THE BOARD

SUMMARY OF ALL FUNDS

FUND 1 Claims	1288 to 1501 Checks	214 Total	993,843.88 Manual	Held	Total	993,843.88
FUND 12 Claims	24 to 26 Checks	3 Total	56,474.60 Manual	Held	Total	56,474.60
FUND 97 Claims	65 to 86 Checks	22 Total	606,920.78 Manual	Held	Total	606,920.78
FUND 105 Claims	28 to 32 Checks	5 Total	15,615.86 Manual	Held	Total	15,615.86
FUND 106 Claims	58 to 75 Checks	18 Total	520,204.06 Manual	Held	Total	520,204.06
FUND 107 Claims	3 to 3 Checks	1 Total	2,001.54 Manual	Held	Total	2,001.54
FUND 114 Claims	23 to 34 Checks	12 Total	7,571.46 Manual	Held	Total	7,571.46
FUND 150 Claims	247 to 309 Checks	63 Total	194,140.45 Manual	Held	Total	194,140.45
FUND 160 Claims	49 to 62 Checks	14 Total	68,941.18 Manual	Held	Total	68,941.18
FUND 208 Claims	8 to 9 Checks	2 Total	625,996.29 Manual	Held	Total	625,996.29
FUND 215 Claims	1 to 3 Checks	3 Total	510,484.95 Manual	Held	Total	510,484.95
FUND 317 Claims	8 to 9 Checks	2 Total	49,311.20 Manual	Held	Total	49,311.20
FUND 319 Claims	24 to 27 Checks	4 Total	146,915.66 Manual	Held	Total	146,915.66
FUND 322 Claims	3 to 5 Checks	3 Total	10,184.13 Manual	Held	Total	10,184.13
FUND 350 Claims	2 to 3 Checks	2 Total	5,402.65 Manual	Held	Total	5,402.65
FUND 650 Claims	17 to 21 Checks	5 Total	59,400.93 Manual	Held	Total	59,400.93
FUND 654 Claims	5 to 5 Checks	1 Total	556,603.17 Manual	Held	Total	556,603.17
FUND 657 Claims	3 to 3 Checks	1 Total	1,142,144.09 Manual	Held	Total	1,142,144.09
FUND 658 Claims	3 to 3 Checks	1 Total	14,490.66 Manual	Held	Total	14,490.66
FUND 659 Claims	3 to 3 Checks	1 Total	34,240.08 Manual	Held	Total	34,240.08
FUND 660 Claims	3 to 3 Checks	1 Total	11,261.29 Manual	Held	Total	11,261.29
FUND 661 Claims	3 to 3 Checks	1 Total	17,119.95 Manual	Held	Total	17,119.95
FUND 662 Claims	3 to 3 Checks	1 Total	2,404.48 Manual	Held	Total	2,404.48
FUND 663 Claims	3 to 3 Checks	1 Total	5,377.09 Manual	Held	Total	5,377.09
FUND 664 Claims	3 to 3 Checks	1 Total	14,829.56 Manual	Held	Total	14,829.56
FUND 665 Claims	3 to 3 Checks	1 Total	2,396.19 Manual	Held	Total	2,396.19
FUND 666 Claims	5 to 5 Checks	1 Total	114,757.11 Manual	Held	Total	114,757.11
FUND 667 Claims	5 to 5 Checks	1 Total	125,237.37 Manual	Held	Total	125,237.37
FUND 668 Claims	6 to 8 Checks	3 Total	216,097.00 Manual	Held	Total	216,097.00

FUND 669 Claims	5	to	5 Checks	1 Total	1,400.00 Manual	Held	Total	1,400.00
FUND 675 Claims	5	to	5 Checks	1 Total	135,335.45 Manual	Held	Total	135,335.45
FUND 681 Claims		to	209 Checks	48 Total	1,284,896.64 Manual	Held	Total	1,284,896.64
FUND 690 Claims	5	to	5 Checks	1 Total	678,887.82 Manual	Held	Total	678,887.82
FUND 691 Claims	5	to	5 Checks	1 Total	271,479.66 Manual	Held	Total	271,479.66
FUND 692 Claims	5	to	5 Checks	1 Total	290,199.49 Manual	Held	Total	290,199.49
FUND 693 Claims	5	to	5 Checks	1 Total	866,168.09 Manual	Held	Total	866,168.09
Total for all Funds			Checks	442 Total	9,658,734.81 Manual	Held	Total	9,658,734.81



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

February 8, 2021

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

RE: Memorandum of Understanding

Dear Board Members:

Please place on the Board minutes to approve Rankin County Sheriff's Department to enter into Memorandum of Understanding / MOU between Rankin County Sheriff's Dept. and Department of Veterans Affairs - G.V. (Sonny) Montgomery VA Medical Center. The VA Medical Center will offer to assist with provision of Telehealth services to Veteran patients enrolled with the Jackson VA who are incarcerated, at the Rankin County Detention Center. The VA will provide laptops so the Telehealth can be conducted. There is no cost to the County for these services. I need to have the Board to approve this document and authorize the Sheriff to sign the MOU.

Thank you,

Ken McBroom
Undersheriff

**Memorandum of Understanding
between the
Department of Veterans Affairs – G.V. (Sonny) Montgomery VA Medical Center
and
Rankin County Jail**

PURPOSE:

The purpose of this Memorandum of Understanding (MOU) between the U. S. Department of Veterans Affairs G.V. (Sonny) Montgomery VA Medical Center and Rankin County Jail in Brandon, Mississippi (collectively referred to as "the parties") is to define the responsibilities of the parties with respect to the delivery of VA Homeless Program/ Veterans Justice Outreach (VJO) and Health Care for Re-entry Veterans (HCRV) Telehealth services to Veteran inmates of this Correctional Facility. The G.V. (Sonny) Montgomery VA Medical Center (herein referred to as Jackson VAMC), at no cost, offer to assist with the provision of Telehealth (TH) services to Veteran patients enrolled with the Jackson VA who are incarcerated at the Correctional Facility. This MOU is not a contractual obligation between the parties.

RESPONSIBILITIES FOR JACKSON VAMC:

1. The Jackson VAMC will provide basic Veteran information to the Correctional Facility regarding the identity of the Veteran and time of scheduled appointment. The Veteran's diagnosis and other protected patient information will not be shared.
2. The Jackson VAMC and the Correctional Facility will schedule Veterans for Telehealth appointments for a VJO/ HCRV to provide initial evaluations, follow up interventions, assessments regarding eligibility, and resource referrals to incarcerated Veterans who are able to engage in virtual interaction.
3. Technical support will be provided by the Office of Connected Care at 844-4VA-Mobile ((844)-482-662453). The iPad was provided to Correctional Facility by the Jackson VAMC and the iPad remains the property of the Jackson VAMC throughout the duration of the agreement and after the termination of the agreement.

RESPONSIBILITIES FOR CORRECTIONAL FACILITY:

1. Provide office space at the Correctional Facility in which to conduct TH services.
2. Provide a designated staff member to accompany the Veteran to a secure office or location from which virtual interaction may take place.
3. Correctional Facility will assume responsibility for cleaning TH equipment for the purposes of infection control.
4. Jackson VAMC provided equipment will be stored in a secure location at Correctional Facility.

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Memorandum of Understanding

5. As best is possible, Correctional Facility will help to trouble shoot any TH equipment issues that may arise, via consultation with the Office of Connected Care at 844-4VA-MOBILE.

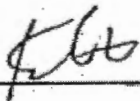
6. Correctional Facility staff will make reasonable efforts to maintain the confidentiality and privacy of Veteran patients.

7. In the event of a Veteran crisis, the Correctional Facility staff will follow their own, independent pre-established procedures for Veteran/Inmate safety.

REIMBURSEMENT: This MOU does not authorize the expenditure or reimbursement of any funds. Nothing in this MOU shall obligate the parties to expend appropriations or other monies, or to enter into any contract or other obligation. Each party will directly fund its own participation under this MOU, unless otherwise agreed to, in writing by the parties.

TERM AND TERMINATION: This MOU will commence on the date that this MOU is signed by the Jackson VAMC and the Correctional Facility and will continue in full force and effect, unless terminated. Either party may elect to terminate their participation in this MOU by providing thirty (30) days written notice to the other party of its intent to terminate. This MOU may only be modified by mutual written agreement of both parties. This MOU represents the entirety of the agreement of the parties with respect to the subject matter hereof and may not be amended except by written instrument signed by both parties.

RELATIONSHIP: Jackson VAMC and the Correctional Facility intend that the relationship of the parties to this MOU shall be that of independent entities.

Signature:  Date: 2/2/21

Kai D. Mentzer
Acting Medical Center Director
G.V. (Sonny) Montgomery VA Medical Center

Signature: _____ Date: _____

Bryan Bailey
Sheriff
Rankin County, MS

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the Effective Date, by and between, **Mississippi College School of Law, Family & Children's Law Center, Rankin County Board of Supervisors, and Mississippi Administrative Office of the Courts (AOC)**, and are sometimes referred to individually as a Party and collectively as the Parties. In consideration of the terms of this MOU, the Parties agree as follows:

1. Purpose

The purpose of this MOU is to set forth the terms and conditions under which Parties will provide funds and/or services in furtherance of Parent Representation goals, strategies, and initiatives in Rankin County Youth Court as follows.

2. Responsibilities of the Parent Attorney Task Force Committee

The Parent Attorney Task Force Committee will allocate Seventy Thousand and no/100 Dollars (\$70,000.00) for a parent representation attorney in Rankin County Youth Court:

Forty Thousand and no/100 Dollars (\$40,000.00) from the AOC Court Improvement Program Basic Grant conditioned upon the receipt of Thirty Thousand and no/100 Dollars (\$30,000.00) from Rankin County Board of Supervisors for a parent attorney to represent Rankin County Youth Court parents in child abuse and neglect cases when children have been removed from the home, or to prevent removal from the home.

3. Responsibilities of the Parent Attorney

Parent Attorney selected to participate, shall be a full-time salaried employee with benefits package. The Parent Attorney is expected to provide thirty-seven and one-half hours (37.5) hours weekly parent representation commensurate with full-time employment status as defined by Mississippi College School of Law.

Parent Attorney agrees:

- a. Prior to accepting court appointment to represent parents in abuse or neglect cases, attorney will adhere to county/court's jurisdiction, training and mentoring requirements.
- b. Provide legal representation for parents whose children were removed as a consequence of allegations of abuse and/or neglect.

- c. Cooperate and communicate with county/court liaison and other professionals connected to the case.
- d. Represent parents in Shelter Hearings, in the pre-petition phase of a case, at Adjudication Hearings, Disposition Hearings, Review Hearings, Permanency Hearings as well as Foster Care Review Hearings as permitted within the state/county.
- e. Establish regular attorney-client contact.
- f. Regularly communicate with client prior to court proceedings on matters related to the case, such as allegations, orders issued against client, client rights, cooperation with service plans and court orders, other court protocols.
- g. Work with client to develop a case time line and tickler system.
- h. Make sure to clarify and provide client with copies of petitions, court orders service plans and other relevant case documents.
- I. Avoid potential conflicts of interest that would interfere with competent representation of the client.
- j. Act in a culturally competent manner with regard to the client's socioeconomic position throughout all aspects of representation.
- k. Communicate with attorneys from Attorney General's Office, which represents Mississippi Department of Child Protection Services, in reaching permanency options for the family.
- l. Obtain all necessary documents, including copies of all pleadings and relevant notices, and information from caseworker and providers.
- m. Parent Attorney shall be an employee of Mississippi College School of Law, Family & Children's Law Center

4. Responsibilities of Mississippi College School of Law, Family & Children's Law Center

- a. Mississippi College School of Law, Family & Children's Law Center agrees to accept, and AOC and Rankin County Board of Supervisors agree to pay a total of Five Percent (5%) Administrative Fee.

- b. Mississippi College School of Law, Family & Children's Law Center shall be the employer and mentor the attorney regarding training, conduct and compliance with responsibilities in Section 3 above.
- c. Mississippi College School of Law, Family & Children's Law Center shall collect the same data measures as other parent attorney sites are required to collect to ensure a unified data report across all the Mississippi parent representation sites.
- d. Mississippi College School of Law, Family & Children's Law Center shall facilitate the payment of parent attorney at the salary rate plus cost of benefits, one-twelfth (1/12) monthly, and submit a Fiscal Report monthly to the Administrative Office of Courts up to Fifty-Five Thousand and no/100 Dollars (\$55,000.00), plus benefits, between January 2021 and December 31, 2021, and thereafter if grant and county funds are available and this MOU is not terminated.

If grant funds or county funds are not available, this MOU will terminate.

5. Responsibilities of Rankin County Board of Supervisors

- a. Rankin County Board of Supervisors shall allocate up to Thirty Thousand and no/100 Dollars (\$30,000) for the purpose of increasing available funds with the AOC grant for a parent attorney in Rankin County Youth Court.
- b. Rankin County Board of Supervisors shall issue payment to AOC for Mississippi College School of Law, Family & Children's Law Center's monthly billing, based on actual expenditures, at 42.86 percent of the total up to Thirty Thousand and no/100 Dollars (\$30,000.00) within Forty-Five (45) days after receipt of the monthly Fiscal Report from Mississippi College School of Law, Family & Children's Law Center to AOC requesting reimbursement.

6. Responsibilities of the Administrative Office of Courts

- a. AOC shall reimburse Mississippi College School of Law, Family & Children's Law Center for payment of the monthly billing, based on actual expenditures, at 57.14% percent of the total up to Forty Thousand and no/100 Dollars (\$40,000.00) within Forty-Five (45) days after receipt of the monthly time sheet(s) and Fiscal Report from Mississippi College School of Law, Family & Children's Law Center to AOC requesting reimbursement; and
- b. AOC shall reimburse Mississippi College School of Law, Family & Children's Law Center for payment of the monthly billing, based on actual expenditures, at 42.86 percent for Rankin County Board of Supervisors' share of the total billing

up to Thirty Thousand and no/100 Dollars (\$30,000.00), upon receipt from the County.

7. Term

The Term of this MOU is January 1, 2021, or date fully executed, to December 31, 2021 and may be renewed annually if grant funds are available.

8. Termination.

This MOU may be terminated by any party at any time during the Term (a) with at least thirty days written notice; or (b) immediately on written notice to Parties if any Party violates provisions of this MOU or fails to maintain in good standing all required licenses, ceases to conduct business in the normal course, becomes insolvent, enters into bankruptcy, or becomes subject to any other proceeding that relates to insolvency or protection of creditor rights.

9. Effect of Termination.

Upon receipt of notice of termination from AOC, Parties shall not incur any additional expense or perform any Service without the prior written approval of AOC. Should AOC terminate this MOU, service providers shall be entitled to payment only for services satisfactorily performed by it to the date of termination.

10. Participation in Claiming Title IV-E Reimbursement for Representation

AOC and Mississippi College School of Law, Family & Children's Law Center agree to take all reasonable and necessary steps to facilitate reimbursement of funds available from the federal government including entering agreements with the Mississippi Department of Child Protection Services and securing authorization from the Mississippi Legislature for expenditure of such funds for parent defense purposes. The County shall assist AOC in verifying the total expenditure of public funds for parent defense within the jurisdiction. Any reimbursement of federal funds attributed to county expenditures shall be used to ensure the county is providing no more than fifty percent (50%) of the total agreed upon cost of parent defense in the jurisdiction before funds are used in another jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

**Mississippi College School of Law
for Mississippi College School of Law,
Family & Children's Law Center**

By: _____

Patricia Bennett

Title: Dean

Dated: _____

Notice Address:

Mississippi College School of Law
151 E. Griffith St.
Jackson, Mississippi 39201
Telephone: 601-925-7100

Rankin County Board of Supervisors

By: Jared K. Morrison

(Print Name: Jared K. Morrison)

Title: Board President

Dated: 2-16-21

Notice Address:

211 E. Government St., Ste. A
Brandon, MS 39042
Telephone: (601) 825-1475
Fax: (601) 825-9600

**Mississippi Administrative Office of
Courts**

By: _____

Lisa Counts

Title: Interim Director

Dated: _____

Notice Address:

Mississippi Administrative Office of Courts
Post Office Box 117
Jackson, Mississippi 39205
Attn: Lisa Counts
(601) 576-3470
Fax: (601) 576-4639
E-mail: lcounts@courts.ms.gov

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 from 2019 - 2020 RICHLAND HIGH SCHOOL YEARBOOK (full page 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 One Hundred Eighty Dollars (\$180.00) 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 One Hundred Eighty Dollars (\$180.00), county funds be paid to 2019 - 2020 RICHLAND HIGH SCHOOL YEARBOOK (full page ad).

SO ORDERED this the 16th day of February, 2021,



RANKIN COUNTY BOARD OF SUPERVISORS

BY: Jared Morrison
President of the Rankin County Board of Supervisors

ATTEST:

Larry A. Sales
Secretary of the Rankin County Board of Supervisors

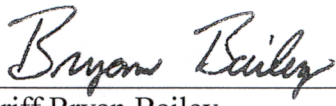
Rankin County

Personnel Recommendation

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

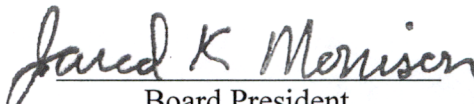
Marcus L. Hill be considered for the position of/promotion to **Adult Detention Officer I**

at pay step **246** effective on the **16** day of **February, 2021**.


Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: 
County Administrator


Board President

Additional Comments:

Hill is a New Hire and will be replacing Lugene Jones who retired. Hill is not a Cretified Detention Officer.

	Present	Recommended
Step	0	246
Hourly Rate	\$0	
Bi-Weekly Rate	\$0	
Annual Salary	\$0	

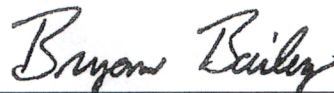
Rankin County

Personnel Recommendation

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

Lakeisha M. Robinson be considered for the position of/promotion to **Adult Detention Officer II**

at pay step **266** effective on the **22nd** day of **February, 2021**.

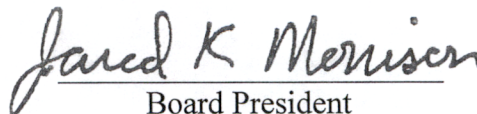


Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: _____

County Administrator



Board President

Additional Comments:

Robinson is a New Hire and will be replacing Christopher Haley who resigned. Robinson is a Cretified Detention Officer.

	Present	Recommended
Step	0	266
Hourly Rate	\$0	
Bi-Weekly Rate	\$0	
Annual Salary	\$0	

Attachment: Personnel Recommendations Sheriff's Department (RFA-2021-21 : Authority to Approve the Following Personnel

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 3RD DAY OF FEBRUARY, 2021, 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

INVITATION FOR BIDS

OUTBUILDING ADDITION

RANKIN COUNTY MISDEMEANOR FACILITY

a copy of which is hereto attached, was published in said newspaper for (2) consecutive weeks, as follows, to-wit:

Vol 173 No. 29 on the 27th day of January, 2021

Vol 173 No. 30 on the 3rd day of February, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

subscribed before me by the aforementioned
FRANCES CONGER this 3rd day of February, 2021



Frances Conger, Notary Public
FRANCES CONGER
My Commission Expires: January 25, 2022

PRINTED (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

354 words at .22 per word..... \$77.88

Proof of Publication NC

TOTAL..... \$77.88

INVITATION FOR BIDS
Sealed Proposals for furnishing all labor and materials as required by the drawings and specifications for the Outbuilding Addition, Rankin County Misdemeanor Facility, Brandon, Mississippi, will be received at the Rankin County Board of Supervisors Office, Suite A, 211 East Government Street, Brandon, Mississippi 39042, attention Janice Dendy on the Third day of March 2021 until 3:00 p.m. Central Standard Time at which time and place they will be publicly opened and read aloud.
Bidders must be qualified under Mississippi Law and shall hold current Certificates of Responsibility as issued by law.
Bid documents are being made available via paper copy or digital pdf. Plan holders are required to register and order bid documents at www.centralbidding.com. Bid documents are non-refundable and must be purchased through the website. All plan holders are required to have a valid email address for registration. Questions regarding website registration and online orders please contact Central Bidding at (225) 810-4814.
A pre-bid conference will be held February 23, 2021 at 2:00 p.m. in the boardroom of the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, Mississippi 39042.
Proposals must be submitted on the form as shown in the specifications and must be accompanied by a Bid Security in the form of a Bid Bond, Certified Check or Cashier's Check in an amount equal to 5% of the Bid and as required by the Contract Documents.
Performance and Payment Bond, in the full amount of the contract, will be required for contract security.
The Contract or Contracts will be awarded to the lowest acceptable bidder, except that the Owner reserves the right to waive any informalities and the Owner reserves the right to reject any and all bids. The Owner reserves the right to hold all bids for examination for a period not to exceed Thirty (30) days and to award the Contract based on the best bid. All Bids shall be in compliance and subject to Sections 31-3-15 and 31-3-21 of the Mississippi Code of 1972 as annotated and amended, and in all case law pertaining thereto.
January 27, February 3, 2021
#100

AFFIDAVIT

PROOF OF PUBLICATION

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

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 3RD DAY OF FEBRUARY, 2021, personally came Marcus Bowers, publisher of the Rankin County New

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

INVITATION FOR BIDS

CMRLS BUILDING RE-ROOF

a copy of which is hereto attached, was published in said newspaper for (2) consecutive weeks, as follows, to-wit:

Vol 173 No. 29 on the 27th day of January, 2021

Vol 173 No. 30 on the 3rd day of February, 2021

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 3rd day of February, 2021

Frances Conger Notary Public
FRANCES CONGER
My Commission Expires: January 25, 2022

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

Proof of Publication at 22 per word..... \$78.10

Proof of Publication NC

TOTAL \$78.10



INVITATION FOR BIDS
Sealed Proposals for furnishing all labor and materials as required by the drawings and specifications for the Central Mississippi Regional Library System Building Re-Roof, Brandon, Mississippi, will be received at the Rankin County Board of Supervisors Office, Suite A, 211 East Government Street, Brandon, Mississippi 39042, attention Janice Dendy on the 3rd day of March 2021 until 2:00 p.m. Central Standard Time at which time and place they will be publicly opened and read aloud.

Bidders must be qualified under Mississippi Law and shall hold current Certificates of Responsibility as issued by law.

Bid documents are being made available via paper copy or digital pdf. Plan holders are required to register and order bid documents at www.centralbidding.com. Bid documents are non-refundable and must be purchased through the website. All plan holders are required to have a valid email address for registration. Questions regarding website registration and online orders please contact Central Bidding at (225) 810-4814.

A pre-bid conference will be held February 17, 2021 at 2:00 p.m. in the boardroom of the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, Mississippi 39042.

Proposals must be submitted on the form as shown in the specifications and must be accompanied by a Bid Security in the form of a Bid Bond, Certified Check or Cashier's Check in an amount equal to 5% of the Bid and as required by the Contract Documents.

Performance and Payment Bond, in the full amount of the contract, will be required for contract security.

The Contract or Contracts will be awarded to the lowest acceptable bidder, except that the Owner reserves the right to waive any informalities and the Owner reserves the right to reject any and all bids. The Owner reserves the right to hold all bids for examination for a period not to exceed Thirty (30) days and to award the Contract based on the best bid. All Bids shall be in compliance and subject to Sections 31-3-15 and 31-3-21 of the Mississippi Code of 1972 as annotated and amended, and in all case law pertaining thereto.

January 27, February 3, 2021
#101

Exchange: North Rankin 601992
 Engineer: Richard Quick
 Tel. No.: 601-668-3054

Serial No.: _____

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

PROJECT NO. 14J00197N RANKIN COUNTY

UTILITY NAME AT&T Telcom

BY Deviney Construction Company

ADDRESS 2115 Hwy 471, Brandon MS 39047, HEREIN CALLED APPLICANT proposes to construct a
Fiber optic cable route Utility Facility along or across Senic Dr County Road(s), said
 facility to be installed between Oak Dr and Arrowhead Trl

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

Oak Dr, Sweet Gum Dr, Poplar Dr, Pine Rd Forrest Point Dr, Elm Trl, Holly Trl, Campfire Dr, Arrowhead Trl

_____ 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.

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,

4. That Applicant waives any and all right to compensation from Rankin County for removal of, relocating of, or future damage caused by an entity other than Rankin County to, any utility placed as a result of this Application. This sentence does not relieve Rankin County from liability for its own negligence.
5. Applicant will be 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 9th day of February, 2021.

Richard Quick

NAME

MGR OSPE Engineer and Design

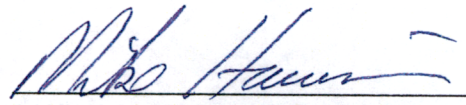
TITLE

RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied 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 16th day of February, 2021. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.


RANKIN COUNTY ROAD MANAGER

Name of Applicant: AT&T Telcom
 Location of Project: Scenic Dr., Oak Dr., Arrowhead Trail
 Type of Utility: Fiber Optic Cable Route

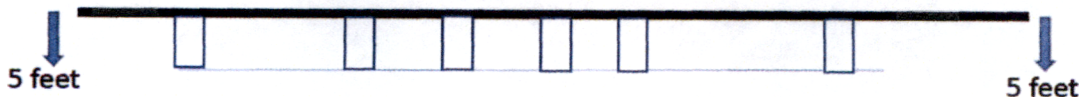
“EXHIBIT A”

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](mailto:utpermit@rankincounty.org) 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 Rainboring boring is allowed.
 - e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
 - f) One Boring Rig is allowed six pits within a 48-hour time frame.
 - g) Boring holes will only be at a depth of 5 feet
 - h) When not actively working open holes wrap with orange safety construction fencing.
 - i) All task(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.

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.

BEFORE THE MISSISSIPPI TRANSPORTATION COMMISSION
OF THE STATE OF MISSISSIPPI

IN THE MATTER OF THE JOINT PETITION OF
THE **RANKIN COUNTY, MISSISSIPPI** AND
THE **ILLINOIS CENTRAL RAILROAD COMPANY**,
IN THE INTERESTS OF HIGHWAY-RAIL GRADE
CROSSING SAFETY, FOR AUTHORITY TO
MAKE CERTAIN IMPROVEMENTS AT
TWO (2) CROSSINGS, OPEN ONE (1) CROSSING,
CLOSE AND ABOLISH TWO (2) CROSSINGS IN THE
UNINCORPORATED COMMUNITY OF STAR
IN RANKIN COUNTY MISSISSIPPI

DOCKET NO. _____

JOINT PETITION

NOW COMES the COUNTY OF RANKIN MISSISSIPPI (County) and the ILLINOIS CENTRAL RAILROAD COMPANY (Illinois Central) and jointly petition the MISSISSIPPI TRANSPORTATION COMMISSION (Commission), in the interest of highway-rail grade crossing safety, for authority to install automatic flashing light signals with gates and improve the crossing surface and approaches thereto at two (2) public highway-rail crossing locations; and for authority to permanently close and abolish (2) other public highway-rail crossings, and open one (1) new public highway-rail crossing and install automatic flashing light signals with gates, all as hereinafter set forth, in unincorporated Star, Mississippi.

The joint petitioners hereto hereby agree and stipulate as follows:

1. That petitioner COUNTY OF RANKIN MISSISSIPPI is a political subdivision organized and existing under the laws of the State of Mississippi; that its official mailing address is 211 E. Government Street, Brandon, MS 39042; and that it is subject to the jurisdiction of the Commission relative to the matters of this petition;

2. That petitioner ILLINOIS CENTRAL RAILROAD COMPANY is a corporation organized and existing under the laws of the State of Illinois and duly authorized to conduct business in the State of Mississippi; that it operates a common carrier service by railroad between points in Mississippi and between points in other states; that its principal offices are located at 17641 Ashland Ave., Homewood, Illinois 60430-1345 with a Divisional office located at 2151 N. Mill Street, Jackson, Mississippi 39202; and that it is subject to the jurisdiction of the Commission relative to the matters of this petition;

3. That Illinois Central operates a main line of railroad through Rankin County, in a generally north-south direction, which passes through the unincorporated community of Star; and that all crossings of this rail line with roads and streets in and near Star are at-grade;

4. That Illinois Central presently operates 6 to 8 freight trains per day through Star and said trains currently operate at a maximum speed of 49 MPH;

5. That Star is a community of approximately 500 residents; that US 49 passes through Star, as do several streets; that as one proceeds north to south through Star, Illinois Central's main line of railroad presently intersects existing and open public streets and roadways at four (4) separate locations. There are other crossing on branch lines not indicated in this list:

Seventh Day Road,	railroad milepost K 168.82,	DOT #305 441T
Andrew Jackson Circle,	railroad milepost K 168.55	DOT #305 437D
Andrew Jackson Circle,	railroad milepost K 168.05	DOT #305 436W
Loflin Road,	railroad milepost K 167.75	DOT #305 435P

6. That in the interest of public safety, public necessity and convenience, does not justify the retention of the aforementioned highway-rail crossings at Andrew Jackson Circle (DOT #305 437D) and Andrew Jackson Circle (DOT #305 436W), that given the proximity of adjacent crossings or the proposed addition of new Andrew Jackson Circle (DOT #967 745L) any adverse impacts upon the traveling public, commercial businesses or the delivery of emergency services, as may be occasioned by the closure and abolishment of these crossings, will be minimal.

7. That in view of current train speeds, and especially since the closure of the aforementioned crossings will direct additional traffic to the remaining crossings, the installation of additional or improved automatic flashing light signals with gates at the Seventh Day Road (DOT #305 441T), new Andrew Jackson Circle (DOT #967 745L), and Loflin Road (DOT #305 435P) at-grade crossings, as indicated on the attached Exhibit A, which by reference hereto are made a part hereof, would promote the safety and convenience of the public.

8. That the County shall improve the approach grades (removing humpback situations) to generally accepted standards for all at-grade crossings over Illinois Central's tracks that will remain open. The County shall provide 100% of the Labor, Equipment, Engineering and Material and maintain said roadway approaches. The County will provide all future detour and paving approach work for the Railroad during repair or reconstruction of the crossing proper surfaces.

9. That Illinois Central is prepared to perform such track work including the removal of the crossings proper, and to assume and bear all costs so incurred, to effect

the physical removal of the two (2) crossing track mounted surfaces, Andrew Jackson Circle (DOT #305 437D) and Andrew Jackson Circle (DOT #305 436W) currently open to traffic, and install a new crossing proper at the new Andrew Jackson Circle (DOT #967 745L) location, on its right-of-way in Exhibit A, which by reference hereto are made a part hereof;

10 The County is prepared to assume and bear the cost of removing roadway pavement including the erection of permanent highway-type guardrail barricades and/or outright removal of the street pavement on both sides of its tracks, and the removal of the existing signs and/or other traffic control devices not on railroad right-of-way, along with installing and maintaining and/or removing any other passive traffic control signs or devices as may be required by the said closures and thereafter maintaining such permanent barricades in Exhibit A;

11. That the County is prepared to erect, install and maintain advance warning signs and pavement markings at or in the vicinity of each of the highway-rail crossings which will remain, as called for by the current Manual on Uniform Traffic Control Devices, and assume the cost thereof, except for any said passive devices required on or along any State Highway which crosses or is adjacent to the tracks.

WHEREFORE, the RANKIN COUNTY, MISSISSIPPI and the ILLINOIS CENTRAL RAILROAD COMPANY respectfully request the **MISSISSIPPI TRANSPORTATION COMMISSION** enter an Order as follows:

A. Authorize and require the permanent closure and abolishment of the crossing of two (2) County Streets in the unincorporated community of Star, Mississippi, with the work to be performed and the cost thereof divided in accordance with Stipulations (9) and (10) above.

B. Require the Illinois Central to install additional automatic flashing light signals with gates in accordance with the attached Exhibit A at Seventh Day Road (DOT #305 441T), new Andrew Jackson Circle (DOT #967 745L), and Loflin Road (DOT #305 435P) at-grade crossings of its tracks in the unincorporated community of Star, Mississippi, with 100% of the cost thereof to be born by the Commission using Grade Crossing Safety Funds, or other such state or federal funds as may be available to the Commission; Install a new crossing surface at the new Andrew Jackson Circle (DOT #967 745L) with 100% of the cost thereof to be borne by the Illinois Central and that said improved crossing traffic control devices be thereafter maintained by Illinois Central at its own cost and expense except as may be otherwise provided by law.

C. Require County to provide detour and roadway surface improvements accordance with Stipulation (8) above; and that said newly constructed roadway approaches be maintained by the County at its own cost and expense.

D. Require the County to erect, install and maintain advance warning signs and pavement markings at or in the vicinity of each of the highway-rail crossings which will remain, as called for by the current Manual on Uniform Traffic Control Devices, and assume the cost thereof, except for any said passive devices required on or along any State Highway which crosses or is adjacent to the tracks.

E. Such other and further relief as the Commission may deem appropriate or desirable in order to effectuate the closure and/or improvement of any of the crossings affected by this petition, all in the unincorporated Community of Star, Rankin County, Mississippi.

F. Require the County to pass appropriate documents to publicly vacate the crossing in accordance with Stipulation (6) above.

Submitted and filed this _____ day of _____ of 2021 by and on behalf of the County of Rankin, Mississippi and the Illinois Central Railroad Company as joint petitioners.

COUNTY OF RANKIN

ILLINOIS CENTRAL
RAILROAD COMPANY

By: Jared K. Morission
Jared K. Morission
Board President

By: _____
 Carole A. Morey
 AVP Cap Prog Cost Mgmt Envir & D&C
 System Engineering

Date: February 16th, 2021
 (CERTIFIED RESOLUTION REQUIRED)

Date: _____, 2021

APPROVED:

SECRETARY TO COMMISSION_____
EXECUTIVE DIRECTOR MDOT

Date: _____, 2021

Date: _____, 2021

STATE OF MISSISSIPPI

COUNTY OF RANKIN

I, Jared K. Morrison, being first duly sworn on oath, deposes and states that he is the Board President of the County of Rankin in the State of Mississippi; that he has read the foregoing Joint Petition, knows the contents thereof, and that said contents are true in substance and in fact to the best of his knowledge and belief.

Jared K Morrison
Title Board President

Subscribed and sworn to before me

This 16th day of February, A.D., 2021

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: [Signature] NOTARY PUBLIC



My Commission Expires Jan. 6, 2024

STATE OF MISSISSIPPI

COUNTY OF HINDS

John W. Dinning, being first duly sworn on oath, deposes and states that he is the Manager Public Works for the Illinois Central Railroad Company; that he has read the foregoing Joint Petition, knows the contents thereof, and that said contents are true in substance and in fact to the best of his knowledge and belief.

John W. Dinning
Manager Public Works
Illinois Central Railroad Company

Subscribed and sworn to before me

This _____ day of _____, A.D., 2021

NOTARY PUBLIC

EXHIBIT A
Page 1 of 5Street Name: Seventh Day RoadCommunity: StarCounty: RankinCrossing I.D. No: 305 441TRailroad: Illinois Central RailroadMilepost: K 168.82I. EXISTING CONDITIONS:

Single main track and spur track wye crossing across a 52' wide semi-improved (no curb and gutter) asphalt roadway. Existing crossing surfaces are 52' timber in good condition. Existing traffic control devices are two (2) crossbucks. There are W10-1 and W10-11 advance warning signs displayed on both sides of the crossing on Seventh Day Road. Vehicular speed limit is not posted, but presumed to be 35 MPH. AADT is estimated to be 319± vehicles.

II. RECOMMENDED IMPROVEMENTS:

- A. Install system of train activated mast-mounted crossing signals with gate arms, 12" roundels and constant warning time (CWT) control circuitry (by Railroad)
- B. Install, update advance warning signs and pavement markings as per Manual on Uniform Traffic Control Devices (by County).

III. WORK PROPOSED TO BE PERFORMED BY RAILROAD:

1. Prepare plans, specifications and detailed estimate of cost for proposed crossing signal installation per (A) above; same to be submitted to MDOT for final approval prior to commencing work;
2. Furnish material, equipment, and labor to install said system of crossing signals;
3. Incidental work necessary for completion of above.

Preliminary estimated cost: \$325,000;

Proposed division of cost: 100% MDOT

IV. WORK PROPOSED TO BE PERFORMED BY COUNTY:

1. Furnish, or arrange to have furnished, any needed material, equipment, and labor to install and/or renew the advance warning signs and pavement markings, including W10-1 and W10-3 advance warning signs, per (B) above;
2. Furnish traffic control as required for County and Railroad work;
3. Reconstruct approaches as needed to conform to County requirements.

Preliminary estimated cost: \$2,500.00

Proposed division of cost: 100% County

EXHIBIT A
Page 2 of 5Street Name: Andrew Jackson Circle Community: Star County: RankinCrossing I.D. No: 305 437D Railroad: Illinois Central Railroad Milepost: K 168.55I. EXISTING CONDITIONS:

Single main track with 2 industry track leads crossing a 40' wide semi-improved (no curb and gutter) asphalt roadway. Existing crossing surface is 52' timber in good condition. Existing traffic control devices are two (2) crossbucks. There are W10-1 advance warning signs displayed on both sides of the crossing on Andrew Jackson Circle. Stop bars and "RXR" pavement markings are in place. Vehicular speed limit is not posted, but presumed to be 35 MPH. AADT is estimated to be 319± vehicles.

II. RECOMMENDED IMPROVEMENTS:

- A. Close and vacate County Street for highway traffic removing all crossing proper surfaces on railroad right of way and crossbucks (by Railroad).
- B. Remove roadway approaches and install, remove, renew, or change advance warning signs and pavement markings as per Manual on Uniform Traffic Control Devices and installing permanent guardrail and (by County).

III. WORK PROPOSED TO BE PERFORMED BY RAILROAD:

1. Furnish material, equipment, and labor to remove said crossing proper surfaces;
2. Incidental work necessary for completion of above

Preliminary estimated cost: \$35,000;

Proposed division of cost: 100% Railroad

IV. WORK PROPOSED TO BE PERFORMED BY COUNTY:

1. Furnish material, equipment and labor to install said guard rail system;
2. Furnish, or arrange to have furnished, any needed material, equipment, and labor to install, remove, renew, or change the traffic signs and remove pavement markings;
3. Furnish traffic control as required for County and Railroad work;
4. Removal of existing approaches;
5. Incidental work necessary for completion of above.

Preliminary estimated cost: \$2,500.00

Proposed division of cost: 100% County

EXHIBIT A
Page 3 of 5

Street Name: New Andrew Jackson Circle Community: Star County: Rankin

Crossing I.D. No: 967 745L Railroad: Illinois Central Railroad Milepost: K 168.45

I. EXISTING CONDITIONS:

Single main track with industry lead and no existing crossing. Design vehicular speed limit is not posted, but presumed to be 35 MPH. AADT is estimated to be 400± vehicles.

II. RECOMMENDED IMPROVEMENTS:

- A. Install system of train activated mast-mounted crossing signals with gate arms, 12" roundels and constant warning time (CWT) control circuitry (by Railroad).
- B. Install a 33 foot rubber crossing surface on both tracks (by Railroad).
- C. Install roadway approaches (by County).
- D. Install, update advance warning signs and pavement markings as per Manual on Uniform Traffic Control Devices (by County).

III. WORK PROPOSED TO BE PERFORMED BY RAILROAD:

1. Prepare plans, specifications and detailed estimate of cost for proposed crossing signal installation per (A) above; same to be submitted to MDOT for final approval prior to commencing work;
2. Furnish material, equipment, and labor to install said system of crossing signals;
3. Install a 33 foot rubber crossing surface on both tracks;
4. Furnish material, equipment, and labor to install said system of crossing surfaces;
5. Incidental work necessary for completion of above.

Preliminary signal estimated cost: \$325,000;
Proposed division of cost: 100% MDOT

Preliminary surface estimated cost: \$165,000;
Proposed division of cost: 100% Railroad

IV. WORK PROPOSED TO BE PERFORMED BY COUNTY:

1. Construct approaches, including the strip of asphalt between the 2 sets of track, as needed to conform to County requirements to allow for a standard flasher and gate set up, per (C) above;
2. Furnish traffic control as required for County and Railroad work;
3. Furnish, or arrange to have furnished, any needed material, equipment, and labor to install advance warning signs and pavement markings, including installation of W10-1 and W10-3 advance warning signs, per (D) above;
4. Incidental work necessary for completion of above.

Preliminary estimated cost: \$39,780.50
Proposed division of cost: 100% County

EXHIBIT A
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Street Name: Andrew Jackson Circle

Community: Star

County: Rankin

Crossing I.D. No: 305 346W

Railroad: Illinois Central Railroad

Milepost: K 168.05

I. EXISTING CONDITIONS:

Single main track and siding track across a 16' wide semi-improved (no curb and gutter) bituminous roadway. Existing crossing surface is 24' full depth timber in the main. Existing traffic control devices are two (2) crossbucks. There are W10-1 and W10-11 advance warning signs displayed on both sides of the crossing on Andrew Jackson Circle. Stop bars and "RXR" pavement markings are worn or not in place. Vehicular speed limit is 30 MPH. AADT is estimated to be 70± vehicles.

II. RECOMMENDED IMPROVEMENTS:

- A. Close and vacate County Street for highway traffic removing all crossing proper surfaces on railroad right of way and crossbucks (by Railroad).
- B. Remove roadway approaches and remove or update advance warning signs and pavement markings as per Manual on Uniform Traffic Control Devices and install permanent guardrail (by County).

III. WORK PROPOSED TO BE PERFORMED BY RAILROAD:

1. Furnish material, equipment and labor to remove said crossing proper surfaces;
2. Incidental work necessary for completion of above

Preliminary estimated cost: \$25,000;

Proposed division of cost: 100% Railroad

IV. WORK PROPOSED TO BE PERFORMED BY COUNTY:

1. Furnish material, equipment and labor to install said guard rail system;
2. Furnish, or arrange to have furnished, any needed material, equipment, and labor to install, remove, renew, or change the traffic signs and remove pavement markings;
3. Furnish traffic control as required for County and Railroad work;
4. Removal of existing roadway approaches;
5. Incidental work necessary for completion of above.

Preliminary estimated cost: \$2,500.00

Proposed division of cost: 100% County

EXHIBIT A
Page 5 of 5

Street Name: Loflin Road

Community: Star

County: Rankin

Crossing I.D. No: 305 435P

Railroad: Illinois Central Railroad

Milepost: K 167.75

I. EXISTING CONDITIONS:

Single main track crossing across a 24' wide semi-improved (no curb and gutter) asphalt roadway. Existing crossing surface is 24' timber in good condition. Existing traffic control devices are two (2) Crossbucks. There are W10-1 advance warning signs displayed on both sides of the crossing on Main/Loflin Street. Stop bars and "RXR" pavement markings are in place. Vehicular speed limit is not posted, but presumed to be 35 MPH. AADT is estimated to be 110± vehicles.

II. RECOMMENDED IMPROVEMENTS:

- A. Install system of train activated mast-mounted crossing signals with gate arms, 12" roundels and constant warning time (CWT) control circuitry (by Railroad).
- B. Install, update advance warning signs and pavement markings as per Manual on Uniform Traffic Control Devices (by County).

III. WORK PROPOSED TO BE PERFORMED BY RAILROAD:

1. Prepare plans, specifications and detailed estimate of cost for proposed crossing signal installation per (A) above; same to be submitted to MDOT for final approval prior to commencing work;
2. Furnish material, equipment, and labor to install said system of crossing signals;
3. Incidental work necessary for completion of above.

Preliminary estimated cost: \$325,000;

Proposed division of cost: 100% MDOT

IV. WORK PROPOSED TO BE PERFORMED BY COUNTY:

1. Furnish, or arrange to have furnished, any needed material, equipment, and labor to install advance warning signs and pavement markings, including W10-1 and W10-4 advance warning signs, per (B) above;
2. Furnish traffic control as required for County and Railroad work;
3. Reconstruct/reconfigure approaches as needed to conform to MUTCD requirements to allow for a standard flasher and gate set up;
4. Incidental work necessary for completion of above.

Preliminary estimated cost: \$10,000.00

Proposed division of cost: 100% County

NOTICE OF PUBLIC HEARING

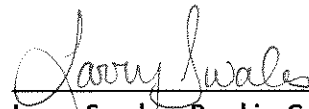
The Rankin County Board of Supervisors is requesting public comment on the Petition for Expansion of Cleary Fire Protection District filed by certain residents of the proposed area of expansion and certified by the Rankin County Circuit Clerk.

A public hearing will be conducted on March 15, 2021 at 9:00 a.m. in the Board Room of the Rankin County Board of Supervisors, 211 East Government Street, Suite A, Brandon, Mississippi for consideration of the public convenience and necessity justifications for the expansion of the Cleary Fire Protection District.

The boundaries of the proposed area of expansion of the Cleary Fire Protection District are:

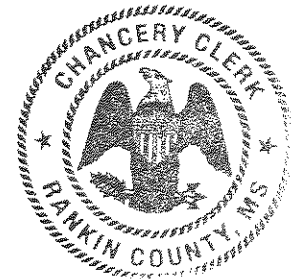
See Exhibit "A."

Witness my signature this the 16th day of February, 2021.


Larry Swales, Rankin County Chancery Clerk
by G. Hood DC

Prepared by:

Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042
601-825-1475



Publish Three Times: February 24, March 3 and March 10