



Rankin County Board of Supervisors

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

Work Session
~ Minutes ~

Larry Swales
Chancery Clerk

Thursday, June, 29, 2023 9:00 AM Rankin Board Room

I. CALL TO ORDER PLANNING COMMISSION MEETING

II. INVOCATION

Board attorney, Craig Slay

III. ADJOURN PLANNING COMMISSION MEETING

IV. CALL TO ORDER MEETING OF THE RANKIN COUNTY BOARD OF SUPERVISORS

9:00 AM Meeting called to order on June 29, 2023 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	Supervisor District 2	Present	
Steve Gaines	President	Present	
Brad Calhoun	Supervisor District 3	Present	
Jared Morrison	Supervisor District 1	Present	
Jay Bishop	Vice President	Absent	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	
Larry Swales	Chancery Clerk	Present	

V. MIKE HARRISON, ROAD MANAGER

A. Request for approval of CSpire Permit No. 69674-001 to construct a Fiber Optic Cable Route along/across HWY 471 (District 4)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

B. Request for approval of CSpire Permit No. The Villas on The Rez MDU to construct Fiber Optic Cable Rout along/across Hugh Ward Blvd (District 2)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Steve Gaines, President
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

VI. CRAIG SLAY, BOARD ATTORNEY

A. Ratification of Absolute General Release and Settlement of Atmos Energy Corporation for outstanding ad valorem taxes to Rankin County

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

- B. Acknowledgment of receipt of new litigation matter styled, “Alltel Corporation d/b/a Verizon Wireless v. Rankin County, Mississippi; In the United States District Court for the Southern District of Mississippi, Northern Division; Civil Action No.: 3:23-cv-381.” Authorization for Board Attorney to execute Authorization of Service on behalf of Rankin County, Mississippi. Authorization of Board Attorney to execute Motion for Entry of Order and Final Judgment on behalf of Rankin County, Mississippi. Authorization of Board Attorney or County Administrator or Board President to do all things necessary to effect resolution and termination of said litigation

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President
SECONDER: Jared Morrison, Supervisor District 1
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

- C. Acknowledgment of receipt of notice of change in ownership for Toppers Wine & Spirits. Authorization to transfer conditional use permit to new owners

RESULT: ADOPTED [UNANIMOUS]
MOVER: Daniel Cross, Supervisor District 2
SECONDER: Steve Gaines, President
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

VII. KEITH HICKS, COUNTY ADMINISTRATOR

- A. Review of Agenda and Consent Agenda for July 3, 2023

VIII. ADDITIONAL BUSINESS TO BE DISCUSSED

- A. Christiana Sugg with Gouras & Associates, addressed the board on behalf of the developer for a proposed Pinelands Development and the need for a Tax Increment Financing Plan (TIF)
- B. Scott Kelly, Renewable Wood Solutions, addressed the board regarding a solution to properly dispose of limbs throughout the county

IX. EXECUTIVE SESSION

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Gaines, President
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

B. Motion to go into Executive Session to discuss potential litigation & personnel

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, President
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT:	Jay Bishop

C. Motion to come out of Executive Session

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Daniel Cross, Supervisor District 2
AYES:	Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT:	Jay Bishop

D. Outcome of Executive Session
No action taken

X. ADDED ITEMS

A. Motion to add "Authority to approve 2023-2024 Heavy Equipment Memorandum of Understanding between the Rankin County School District and Rankin County Board of Supervisors to allow high school students to work with certain departments within the county to provide educational opportunities for students who plan to enter the workforce after high school, specifically in Heavy Equipments Operations and Authority for board president to execute agreement" to the agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT:	Jay Bishop

B. Authority to approve 2023-2024 Heavy Equipment Memorandum of Understanding between the Rankin County School District and Rankin County Board of Supervisors to allow high school students to work with certain departments within the county to provide educational opportunities for students who plan to enter the workforce after high school, specifically in Heavy Equipments Operations, and Authority for board president to execute agreement

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jared Morrison, Supervisor District 1
AYES:	Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT:	Jay Bishop

XI. Motion to ADJOURN

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad Calhoun, Supervisor District 3
SECONDER: Daniel Cross, Supervisor District 2
AYES: Daniel Cross, Steve Gaines, Brad Calhoun, Jared Morrison
ABSENT: Jay Bishop

This the 29th Day of June, 2023




STEVE GAINES, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS



LARRY SWALES, CLERK OF THE BOARD

Exchange: CSpire
 Engineer: Dwight Sanders
 Tel. No.: 601.499.1499

County Permit # 02-23-225

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS Hwy 471 COUNTY ROAD

PROJECT NO. SBI. OSP. 69674 - The Back Porch

UTILITY NAME: Telepak Networks, dba CSpire

BY Jennifer A. Childs

ADDRESS 1016 Highland Cde. Plwy, Ridgeland 39157, HEREIN CALLED APPLICANT proposes to construct a

fiber optic Utility Facility along or across Hwy 471 County Road(s), said

facility to be installed between 0+00 and 4+83

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

Hwy 471

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

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

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

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;

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 24th day of May, 20 23

Jennifer Aaron Childs
NAME

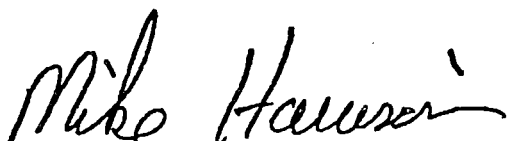
OSP Permit Specialist
TITLE

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 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.

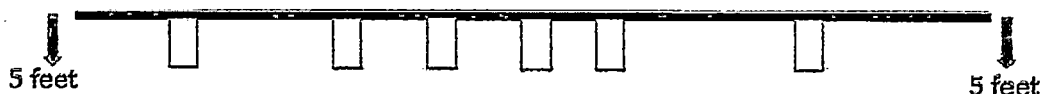
APPROVED this the 29th day of June 2023. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.


RANKIN COUNTY ROAD MANAGER

Name of Applicant: CSpire
 Location of Project: Fiber Optic Hwy 471
 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:

- 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.

Exchange: _____

County Permit # _____

Engineer: _____

Tel. No.: _____

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

PROJECT NO. The Villas on the Rez MDUUTILITY NAME: Telepak Networks DBA C SpireBY Brett Boling (601) 624-4578 bboling@cspire.com 1018 Highland Colony Pkwy Ste 400 Ridgeland MS 39157

ADDRESS Telepak Networks DBA C Spire, HEREIN CALLED APPLICANT proposes to construct a
Fiber Optic Internet Utility Facility along or across Hugh Ward Blvd County Road(s), said
 facility to be installed between Hugh Ward Blvd and Gerrits Landing

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

Hughes Ward Blvd & Gerrits Landing

_____ 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.

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;

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 17th day of May, 20 23.

Erin Mejia

NAME

Permit Coordinator, Delta Fiber LLC

TITLE

Delta Fiber, LLC
 212 Walnut St. Suite 100
 Monroe, LA 71201
 permits@delta-fiber.com
 (318) 433-3863

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 29th day of June 2023. 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: Telepak Networks DBA C Spire
 Location of Project: Hughes Ward Blvd
 Type of Utility: Fiber Optic Internet

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.

STATE OF MISSISSIPPI
COUNTY OF RANKIN

ABSOLUTE GENERAL RELEASE AND SETTLEMENT

This Absolute General Release and Settlement (the "Release", "Settlement" or the "Agreement") is entered into and approved this the 19th day of June, 2023.

WHEREAS, Atmos Energy Corporation ("Atmos Energy") and Rankin County agree that Atmos Energy's Mississippi division owes outstanding *ad valorem* tax payments to Rankin County that total \$142,279.07 for the tax year 2017, \$73,329.99 for the tax year 2018, and \$71,169.82 for the tax year 2019;

WHEREAS, Atmos Energy and Rankin County agree that Atmos Energy's Louisiana division owes outstanding *ad valorem* tax payments to Rankin County that total \$203,330.69 for the tax year 2017, \$154,292.79 for the tax year 2018, and \$112,919.04 for the tax year 2019;

WHEREAS, Atmos Energy and Rankin County agree that interest, as calculated under applicable law, on all outstanding *ad valorem* tax payments owed to Rankin County by Atmos Energy's Mississippi division and its Louisiana division for the tax years 2017, 2018 and 2019 totals \$280,658.38;

WHEREAS, Atmos Energy and Rankin County dispute the amount of penalties that should be imposed upon Atmos Energy for the aforementioned late tax payments;

WHEREAS, Atmos Energy is willing to pay and Rankin County is willing to accept late-payment penalties in the amount of \$62,020.22 to settle this dispute over tax payments fully and finally.

NOW, THEREFORE, the parties hereto agree as follows.

DEFINITIONS

The following definitions apply in this Release:

- A. **"Releasors"** mean Rankin County, and its past, present, and future representatives, supervisors, officers, agents, employees, affiliates, successors, and assigns.
- B. **"Releasees"** mean Atmos Energy Corporation ("Atmos Energy"), on behalf of itself, its respective agents, representatives, board of directors, employees, former employees, officers, insurers, shareholders, subsidiaries, corporate affiliates, all of which whether named or unnamed, predecessors, successors, and assigns.
- C. **"Party"** or **"Parties"** means Releasors and Releasees, individually or collectively, respectively.

I.

RELEASORS: This Agreement is executed on behalf of all known and unknown Releasors. By executing this agreement, the Executor represents he has full power to execute this Agreement.

II.

LIABILITY: The purpose of this Agreement is to fully and finally resolve a billing discrepancy between the Releasors and Releasees. Nothing in this Agreement will be construed as an admission by any Party to this Agreement of any liability of any kind to any other Party to this Agreement. The Releasees, in entering into this Agreement with Releasors, do not admit any liability for the circumstances and events associated with delinquent tax payments for the tax years 2017, 2018 and 2019, and deny that it has any liability to the Releasors or any other person for any damages or losses that the Releasors claim or may claim in the future due to the billing dispute.

III.

RELEASE: The Releasors do hereby fully, completely, and finally release, discharge, acquit, and covenant not to institute or pursue against the Releasees any and all actions, causes of action, and/or claims on account of, or as a result of, or in any way arising from the late tax payments that are the subject of this Release.

IV.

CONSIDERATION FOR RELEASE: In exchange for the release and covenants contained in this Release, the Releasees will pay to Rankin County the sum of \$1,100,000.00, the receipt and sufficiency of all of which is hereby acknowledged. This payment consists of \$757,321.40 in *ad valorem* tax payments, \$280,658.38 in interest, and penalties of \$62,020.22, in accordance with tax bills which are attached hereto as Exhibit "A". The Releasors acknowledge that this consideration constitutes full payment of such taxes, interest and penalties as stated.

V.

ENTIRE AGREEMENT: This Release sets forth the entire agreement between the Parties. The Parties have not made any other agreement, oral or otherwise, that is not expressly set forth in this Release. The Parties agree that there have been no antecedent or contemporaneous promises or representations made by or on behalf of Releasees to the Releasors as a part of, or for the purpose of, inducing the Releasors to execute this Agreement except as expressed in this Release.

VI.

GOVERNING LAW: This Release is contractual in nature, and its terms are not merely recital. This Release will be construed and interpreted in accordance with Mississippi law.

VIII.

ENFORCEMENT OF AGREEMENT: Nothing in this Agreement shall operate to release, remise, discharge or acquit any claims by any of the Parties arising out of any breach, or for enforcement, of this Agreement. The Parties agree that in the event it is necessary to commence legal proceedings, of any kind or character, to enforce this Agreement, then the prevailing party in such proceeding shall be entitled to reasonable attorney's fees, costs and expenses incurred by such Party on account of such proceeding.

IX.

MISTAKE OR OMISSION: Since the purpose of this Agreement is to end this matter forever just as if the above referenced billing dispute never occurred, should it develop that there are any mistakes or any omissions in this settlement that would cause the release of the Parties herein released to be defective or less than complete, then the Releasors will sign any and all documents and do any and all things necessary to effectuate a full, final, and complete release of said the Parties.

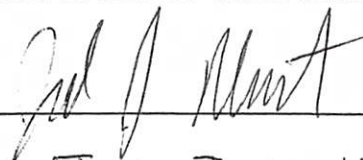
WHEREFORE, in agreement with the premises, we sign this Release on this the 19th day of June, 2023.

RANKIN COUNTY



By: Steve Gaines
President
Rankin County Board of Supervisors

ATMOS ENERGY CORPORATION



By: Joel J. Multer
UP - Tex

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for RANKIN County, Mississippi, the within named Steve Gaines, President of the Rankin County Board of Supervisors, who, on behalf of Rankin County, after being by me first duly sworn, states on his oath that he has signed, executed, and delivered the Release on behalf of the Releasors after being duly authorized to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 19th day of June, 2023.



LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: [Signature], D.C.
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 6, 2024

STATE OF MISSISSIPPI
COUNTY OF RANKIN

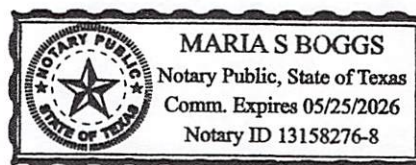
PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 7 day of June, 2023, within my jurisdiction, the within named Joel Multer, who acknowledged that (he) (she) is OFFICER of ATMOS ENERGY CORPORATION, a Texas and Virginia corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 7 day of June, 2023.

Maria S Boggs
NOTARY PUBLIC

My Commission Expires:

05/25/2026



2023-2024 Heavy Equipment Memorandum of Understanding

Rankin County School District and Rankin County Board of Supervisors

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between the Rankin County School District and the Rankin County Board of Supervisors.

A. PURPOSE

The purpose of this document is to set forth guidelines to ensure Rankin County School District and Rankin County Board of Supervisors have a shared understanding of the role and responsibilities of each in maintaining the Heavy Equipment Operations classes and supporting educational opportunities for all students. The primary purpose of this partnership is to increase educational opportunities for all students including those who plan to enter the workforce after high school.

Through this MOU, Rankin County School District seeks to establish a framework that facilitates proper and effective implementation of the Heavy Equipment Operations classes. Elements of this framework include student eligibility, credits, enrollment limitations, financial arrangements, faculty and facilities' evaluation, and transportation.

The parties hereto believe that this Agreement will provide enhanced learning opportunities for qualified students either during and/or outside the normal class hours through the effective use of the program's resources.

B. OPERATION OF WORK-BASED LEARNING

This program will be taught at the Unit System Barn located at 165 Metropolitan Lane, Brandon, MS 39042. Rankin County Board of Supervisors will provide staff to oversee students enrolled in Heavy Equipment Operations. Rankin County BOS will provide material and supplies needed during the course.

C. ELIGIBLE COURSES

Courses offered will be work-based learning credit-bearing courses.

D. ENROLLMENT LIMITATIONS

Enrollment will not exceed what is educationally sound as determined by the Mississippi Department of Education and curriculum guide. Rankin County School District will be solely responsible for selecting the students.

E. STUDENT DISCIPLINE ISSUES

Discipline issues should be reported to the CTE Director, CTE Assistant Director, and to the designated principal at the student's home school. All discipline issues will be addressed in accordance with Rankin County School District Policy.

F. INFORMATION

Rankin County School District will provide a mechanism for communicating the educational and economic benefits as well as the requirements for participation and enrollment procedures to parents and students.

G. TERMS OF AGREEMENT

The terms of this agreement shall be in effect for the 2023-2024 school year. This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU.

Steve Haines
Rankin County Board of Supervisors

6/29/2023
Date

School Superintendent

Date