

Minute Book Text Detail

Book 0223 Page 1 OPENING FOR MARCH 7, 2022

Date 3/ 7/2022 AGENDA FOR MARCH 7, 2022

MARCH 7, 2022

The Board of Supervisors met at 9:00 a.m. the 7th day of March, 2022, in the Supervisors Board Room, in the Pearl River County Courthouse Complex in the City of Poplarville, Mississippi, with the following members of said Board and officers of said County were present to-wit:

President, Sandy Kane Smith, member from District Five;
Vice President, Malcolm Perry, member from District Two;
Hudson Holliday, member from District Three;
Jason Spence, member from District Four;
County Administrator, Adrain Lumpkin, Jr.;
Board Attorney, Joe Montgomery;
Chancery Clerk, Melinda Bowman;
Sheriff, David Allison.

The following proceedings were had and entered of record to-wit:



Pearl River County
Board of Supervisors
Meeting Agenda
March 7, 2022



Welcome & Call to Order 9:00 A.M.

- 01) Consider approving Board Minutes for February, 2022**
- 02) Consider approving Claims Docket for March 7, 2022**
- 03) Sheriff: Personnel**
- 04) County Engineer:**
 - A. Accept bids on Project No. SAP-55(60) Pine Grove Road Bridge
 - B. Consider to award Project No. SAP-55(60) and execute Order
- 05) Tax Assessor/Collector:**
 - A. Homestead changes
 - B. Petition for increases and reductions of assessment
- 06) Consent Agenda Items:**
 - A. Chancery Clerk – request to dispose of old tax receipt books
 - B. Coast Electric Power request for staging sites for 2022
 - C. Charter Communications and Waste Management fee checks for 2021 4th quarter
 - D. District Attorney – Personnel
 - E. Circuit Court – Orders Re: Personnel of Deputy Court Administrator
 - F. E-911 Addressing & Permitting Department - Personnel
 - G. Circuit Clerk - Personnel
 - H. Request transfer of funds from the Trust Fund to the GCRF
 - I. Consider approving 2022-2023 ESRI sole source annual maintenance agreement
 - J. Consider to execute modified lease with Northridge Real Estate, LLC
 - K. Consider to execute contract documents on Courthouse Renovations project
 - L. Consider to execute contract documents on proposed Multi-Purpose Building project
 - M. Acknowledge LexisNexis contract for the Law Library
 - N. Acknowledge executed financing documents for (2) Kenworth T270 trucks
 - O. Approve transfer of funds from the General Fund to the Jail Debt Service Fund
 - P. Pearl River County School District Leases
 - Q. Approve Shawn Wise to sign requisitions for Emergency Department and VFDs
- 07) Travel:**
 - A. Veteran's Service Officer to CVSO Meeting in Flowood, MS on March 10-11, 2022
 - B. County Court (6) to Hope Summit in Jackson, MS on March 21-22, 2022
 - C. SO (2) to Polygraph Examiners Seminar in Biloxi, MS on May 16-18, 2022
 - D. Tax (4) to Collector of Revenue 1 School in Biloxi, MS on March 28 – April 1, 2022
 - E. Tax (2) to Certified Appraisers School in Starkville, MS on May 2-6, 2022
 - F. Tax (2) to Certified Appraisers School in Starkville, MS on May 16-20, 2022
 - G. Tax (2) to IAAO class 402 test in Baton Rouge, LA on June 19-24, 2022
- 08) Road Department**
 - A. Personnel
 - B. Poplarville School Bus Turnaround additions

NEXT BOARD MEETING – Wednesday, March 23rd

ORDER TO APPROVE FEBRUARY, 2022, BOARD MINUTES

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Board Minutes.

Upon motion made by Hudson Holliday and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve February, 2022, Board Minutes.

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR MARCH 7, 2022

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Claims Docket.

Upon motion made by Donald Hart and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve Claims Docket for March 7, 2022. (See attached Summary of all Funds)

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith
Voting NAY: None

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	146 Total	1,031,127.27 Manual	Held	Total	1,031,127.27
FUND 7 Claims	to	Checks	2 Total	983.28 Manual	Held	Total	983.28
FUND 10 Claims	to	Checks	1 Total	1,200.00 Manual	Held	Total	1,200.00
FUND 26 Claims	to	Checks	3 Total	4,454.23 Manual	Held	Total	4,454.23
FUND 30 Claims	to	Checks	1 Total	4,984.49 Manual	Held	Total	4,984.49
FUND 73 Claims	to	Checks	1 Total	69.22 Manual	Held	Total	69.22
FUND 96 Claims	to	Checks	7 Total	6,440.26 Manual	Held	Total	6,440.26
FUND 97 Claims	to	Checks	10 Total	18,060.38 Manual	Held	Total	18,060.38
FUND 104 Claims	to	Checks	2 Total	2,530.94 Manual	Held	Total	2,530.94
FUND 156 Claims	to	Checks	47 Total	205,454.11 Manual	Held	Total	205,454.11
FUND 166 Claims	to	Checks	5 Total	71,894.58 Manual	Held	Total	71,894.58
FUND 200 Claims	to	Checks	1 Total	674,975.00 Manual	Held	Total	674,975.00
FUND 206 Claims	to	Checks	11 Total	22,267.95 Manual	Held	Total	22,267.95
FUND 410 Claims	to	Checks	4 Total	12,889.63 Manual	Held	Total	12,889.63
FUND 420 Claims	to	Checks	4 Total	1,245.63 Manual	Held	Total	1,245.63
FUND 450 Claims	to	Checks	3 Total	906.27 Manual	Held	Total	906.27
FUND 620 Claims	to	Checks	2 Total	500,000.00 Manual	Held	Total	500,000.00
FUND 650 Claims	to	Checks	4 Total	32,925.75 Manual	Held	Total	32,925.75
FUND 656 Claims	to	Checks	2 Total	1,942.97 Manual	Held	Total	1,942.97
FUND 657 Claims	to	Checks	1 Total	155,032.60 Manual	Held	Total	155,032.60
FUND 658 Claims	to	Checks	1 Total	15,114.65 Manual	Held	Total	15,114.65
FUND 659 Claims	to	Checks	1 Total	39,066.75 Manual	Held	Total	39,066.75
FUND 660 Claims	to	Checks	1 Total	31,964.76 Manual	Held	Total	31,964.76
FUND 661 Claims	to	Checks	4 Total	787.08 Manual	Held	Total	787.08
FUND 662 Claims	to	Checks	7 Total	2,682.21 Manual	Held	Total	2,682.21
FUND 663 Claims	to	Checks	1 Total	35,909.83 Manual	Held	Total	35,909.83
FUND 664 Claims	to	Checks	5 Total	4,501.90 Manual	Held	Total	4,501.90
FUND 665 Claims	to	Checks	1 Total	30,712.91 Manual	Held	Total	30,712.91
FUND 667 Claims	to	Checks	1 Total	18,975.12 Manual	Held	Total	18,975.12

12

25,706.29

25,706.29

FUND 668 Claims	to	Checks	1	Total	33,784.91	Manual	Held	Total	33,784.91
Total for all Funds		Checks	280	Total	2,962,884.68	Manual	Held	Total	2,962,884.68

2,966,323.!!



ORDER TO APPROVE SHERIFF'S DEPARTMENT PERSONNEL

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of personnel changes in the Sheriff's Department.

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following and attached personnel changes in the Sheriff's Department:

Donte Buckley	Corrections	Remove
Garland Brady	Corrections	Remove
Leon John	Corrections	Terminate
Shari Rouse	Corrections	Terminate
Jeremy Whiteside	Corrections	Resign
Kecia Bilbo	Corrections	Hire full-time
Frank Russo	To full time Uncertified Patrol Deputy	
Brandy McGill	To Corrections Sergeant	
DeJuan Jamison	Transport	Hire full-time

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



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PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2340
Fax: (601) 403-2344

March 2, 2022

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following personnel matters concerning the Sheriff's Department.

Please remove Donte Buckley as part time Correctional Officer effective February 17, 2022.

Please remove Garland Brady as part time Correctional Officer effective February 17, 2022.

Please accept the termination of Leon John as full time Correctional Officer effective February 23, 2022.

Please accept the termination of Shari Rouse as full time Correctional Officer effective February 28, 2022.

Please accept the resignation of Jeremy Whiteside as part time Correctional Officer effective February 23, 2022.

Please hire Kecia Bilbo as full time Correctional Officer effective March 7, 2022.

Please move Frank Russo from full time Correctional Officer to full time Uncertified Patrol Deputy effective February 17, 2022.

Please move Brandy McGill from Transport to Corrections Sergeant effective March 3, 2022.

Please hire DeJuan Jamison as full time Transport effective March 7, 2022 replacing Brandy McGill.

Thank you,



David Allison, Sheriff

ORDER TO APPROVE COUNTY ENGINEER'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve County Engineer's Agenda Items.

Upon motion made by Jason Spence and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following County Engineer's Agenda Items as listed with attachments:

- A. Accept attached bids on Project No. SAP-55(60) Pine Grove Road Bridge
- B. Award Project No. SAP-55(60) Pine Grove Road Bridge to Fred Fayard, Inc, the best and lowest bid and execute attached ORDER AWARDDING CONTRACT AND ESTABLISHING PROJECT FUND

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

Advertising Invoice

PICAYUNE NEWSMEDIA, LLC
P.O. BOX 947
COLUMBIANA, AL 35051
(769) 717-5087

PEARL RIVER COUNTY BOARD OF S
P.O. BOX 569
POPLARVILLE MS 39470

Acct #: 203119
Date: 1/28/2022
Ad #: 1380477

Notes: SEE AD NOTE

DESCRIPTION	START	STOP	INSERTS	AMOUNT
SAP-55(60)	1/21/2022	1/28/2022	2	1,075.50

Ad Text

OFFICE OF STATE AID
ROAD
CONSTRUCTIONMISSISSIP
PI DEPARTMENT OF
TRANSPORTATIONANDP
EARL RIVER COUNTY
BOARD OF
SUPERVISORSSECTION
900NOTICE TO
CONTRACTORS: Sealed
bids will be received by the
Board of Supervisors of Pearl
River County, Mississippi at
the Pearl River County
Courthouse, Poplarville,
Mississippi, until 10:00 AM on
the 22nd day of February,
2022 and shortly thereafter
publicly opened for the
construction of 0.103 miles of

Total:	\$1,075.50
Tax:	\$0.00
Net:	\$1,075.50
Paid:	\$0.00
Total Due:	\$1,075.50

Publisher's Certificate of Publication

STATE OF MISSISSIPPI COUNTY OF PEARL RIVER

Dan Phelan, being duly sworn, on oath says he is and during all times herein stated has been an employee of Picayune Newsmedia, LLC publisher and printer of the Picayune Item and The Poplarville Democrat (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

01/21/22, 01/28/22

2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney.



Dan Phelan, publisher

Subscribed and sworn to before me this
28th Day of January, 2022



Cindy Woods, Notary Public
State of Mississippi, County of Pearl River
My commission expires 05-11-2025

Account # 203119
Ad # 1380477

PEARL RIVER COUNTY BOARD OF SUPERVISORS
P.O. BOX 569
POPLARVILLE MS 39470

OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND PEARL RIVER COUNTY BOARD OF SUPERVISORS SECTION 900		
NOTICE TO CONTRACTORS: Sealed bids will be received by the Board of Supervisors of Pearl River County, Mississippi at the Pearl River County Courthouse, Poplarville, Mississippi, until 10:00 AM on the 22nd day of February, 2022 and shortly thereafter publicly opened for the construction of 0.103 miles of BRIDGE & APPROACHES on the PINE GROVE ROAD being known as Project No. SAP-SS(50) in Pearl River County, Mississippi. Electronic bids can be submitted at www.centralbidding.com . For any questions relating to the electronic bidding process, please call 225-810-4814.		
PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:		
ITEM	QUANTITY	UNIT
ROADWAY ITEMS		
MOBILIZATION	LUMP SUM	LS
CLEARING AND GRUBBING	LUMP SUM	LS
REMOVAL OF BRIDGE AT STATION 165+76	1,000	UN
UNCLASSIFIED EXCAVATION (FM)	600,000	CY
BORROW EXCAVATION (FM) (CONTRACTOR FURNISHED) (CLASS 7)	95,000	CY
CHANNEL EXCAVATION (FM)	205,000	CY
GRANULAR MATERIAL (LVM), (CLASS 6, GROUP C)	1,015,000	CY
CRUSHED STONE	100,000	TON
HOT MIX ASPHALT, 6T 0.5 MM	193,000	TON
HOT MIX ASPHALT, 6T 10 MM	201,000	TON
ASPHALT FOR PRIME COAT (EA-1)	427,000	GAL
GUARD RAIL, BRIDGE END SECTION, TYPE I THRIE-BEAM	4,000	EA
GUARD RAIL, TERMINAL END SECTION	4,000	EA
ROADWAY CONSTRUCTION SURVEYING	LUMP SUM	LS
RIGHT-OF-WAY MARKERS (TYPE I)	8,000	EA
MAINTENANCE OF TRAFFIC	LUMP SUM	LS
ADDITIONAL CONSTRUCTION SIGNS	0,000	8F
4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MILS)	0.208	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (60 MILS)	1,100,000	LF
TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	10,000	EA
REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	4,000	EA
EROSION CONTROL ITEMS		
AGRICULTURAL LIMESTONE	2,000	TON
COMMERCIAL FERTILIZER (13-13-13)	1,000	TON
AMMONIUM NITRATE	0,100	TON
SEEDING	1,000	AC
VEGETATIVE MATERIALS FOR MULCH	2,000	TON
SOLID BODDING	200,000	8Y
TEMPORARY SILT FENCE (TYPE II) (AOS 0.15-0.84)	1,175,000	LF
WATTLE, 20'	120,000	LF
LOOSE RIPRAP, 200 LB	200,000	TON
GEOTEXTILE UNDER RIPRAP, NON-WOVEN, TYPE V, AOS < 0.43	400,000	8Y
BRIDGE ITEMS:		
TEST PILE	2,000	EA
CONVENTIONAL STATIC PILE LOAD TEST	0,000	EA
14" PRESTRESSED CONCRETE PILING	520,000	LF
18" PRE-FORMED PILE HOLE	140,000	LF
18" PRECAST CONCRETE SLAB UNIT, 3'-0" INTERIOR	8,000	EA
31" PRECAST CONCRETE SLAB UNIT, 3'-0" INTERIOR	12,000	EA
18" PRECAST CONCRETE SLAB UNIT, 3'-0" EXTERIOR	2,000	EA
31" PRECAST CONCRETE SLAB UNIT, 3'-0" EXTERIOR	4,000	EA
PRECAST CONCRETE BARRIER RAIL	162,000	LF
31" PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2,000	EA
31" PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2,000	EA
8.25' PRECAST CONCRETE WING	4,000	EA
LOOSE RIPRAP, 300 LB	108,000	TON
GEOTEXTILE UNDER RIPRAP, NON-WOVEN, TYPE V, AOS < 0.43	274,000	8Y
NOTICE TO CONTRACTORS:		
CONTRACT TIME,	70 Working Days	
BASIS OF AWARD		
The award, if made, will be made to the lowest qualified bidder on the basis of published quantities.		
The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.		
PLANS AND SPECIFICATIONS are on file in the Office of the Chancery Clerk of Pearl River County, the County Engineer's office and the Office of the State Aid Engineer, 412 E. Woodrow Wilson Avenue, Jackson, Mississippi. This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.		
PLANS AND PROPOSALS may be secured from H. Lee Dungen, III, County Engineer for Pearl River County, Mississippi, 825 Goodyear Blvd., Picayune. The Cost is fifty dollars (\$50.00) for plans and fifty dollars (\$50.00) for the proposal, non-refundable or official bid documents can be downloaded from Central Bidding at www.centralbidding.com .		
Certified check or bid bond for five percent (5%) of the total bid, made payable to Pearl River County and the State of Mississippi must accompany each proposal.		
Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.		
Brendy Kane Smith, President Pearl River County Board of Supervisors		

OFFICE OF STATE AID ROAD CONSTRUCTION			
BID LETTING- PROJECT #: SAP-55(60)			
RANK	CONTRACT.	SURETY	AMOUNT OF BID
5	Beacon Constr	Travelers Casua	597,205.60
1	Fred Fayard, JUS	Fire Insura	519,883.02
2	Magco, Inc	Merchants Natio	525,828.41
4	Hemphill Const	Federal Insura	572,737.75
3	TL Wallace Cor	Arch Insurance	537,214.35
6	Joe McGee Cons	Hanover Insura	598,932.45
7	Dozer LLC	North American	623,051.90
8	Gulf Breeze Cc	Merchants Natio	627,585.40

Office of State Aid Road- SAP-55(60)

Low Bid

Pearl River County

District Engineer- Jay Richardson

22-Feb-2022

ROADWAY										
S-200-A	MOBILIZATION	1.000 LS	50,000.0000	50,000.00	80,000.0000	80,000.00	45,200.0000	45,200.00	50,000.0000	
S-201-A	CLEARING AND GRUE	1.000 LS	25,000.0000	25,000.00	5,000.0000	5,000.00	28,160.0000	28,160.00	10,000.0000	
S-202-B	REMOVAL OF BRIDGE	1.000 UN	10,000.0000	10,000.00	10,000.0000	10,000.00	16,640.0000	16,640.00	8,000.0000	
S-203-A	UNCLASSIFIED EXCA	600.000 CY	15.0000	9,000.00	10.0000	6,000.00	6.5300	3,918.00	9.5000	
S-203-E1	BORROW EXCAVATIC	95.000 CY	25.0000	2,375.00	18.0000	1,710.00	16.1300	1,532.35	23.0000	
S-203-F	CHANNEL EXCAVATIC	205.000 CY	15.0000	3,075.00	10.0000	2,050.00	6.6600	1,365.30	10.0000	
S-304-A	GRANULAR MATERIA	1015.000 CY	25.0000	25,375.00	20.0000	20,300.00	27.6500	28,064.75	26.0000	
S-304-D	CRUSHED STONE	100.000 TON	65.0000	6,500.00	75.0000	7,500.00	67.8400	6,784.00	69.0000	
S-403-A	HOT MIX ASPHALT, S	193.000 TON	200.0000	38,600.00	165.5500	31,951.15	155.9200	30,092.56	170.0000	
S-403-A	HOT MIX ASPHALT, S	201.000 TON	150.0000	30,150.00	130.3000	26,190.30	122.7700	24,676.77	135.0000	
S-408-A	ASPHALT FOR PRIME	427.000 GAL	5.0000	2,135.00	8.3300	3,556.91	1.0000	427.00	3.2500	
S-606-B	GUARD RAIL, W-BEAM	100.000 LF	25.0000	2,500.00	32.2700	3,227.00	29.0000	2,900.00	33.0000	
S-606-D	GUARD RAIL, BRIDGE	4.000 EA	3,000.0000	12,000.00	3,778.3100	15,113.24	3,400.0000	13,600.00	3,900.0000	
S-606-E	GUARD RAIL, TERMIN	4.000 EA	3,000.0000	12,000.00	3,833.8700	15,335.48	3,450.0000	13,800.00	3,900.0000	
S-607-A	ROADWAY CONSTRU	1.000 LS	5,000.0000	5,000.00	5,000.0000	5,000.00	10,000.0000	10,000.00	13,500.0000	
S-617-A	RIGHT-OF-WAY MARK	8.000 EA	250.0000	2,000.00	250.0000	2,000.00	168.9600	1,351.68	220.0000	
S-618-A	MAINTENANCE OF TR	1.000 LS	10,000.0000	10,000.00	2,500.0000	2,500.00	6,500.0000	6,500.00	10,000.0000	
S-618-B	ADDITIONAL CONSTR	0.000 SF	10.0000	0.00	10.0000	0.00	10.0000	0.00	10.0000	
S-621-C	4" WIDE THERMOPLA	0.208 MI	5,000.0000	1,040.00	5,867.5000	1,220.44	7,800.0000	1,622.40	8,900.0000	
S-621-E-1	4" WIDE THERMOPLA	1100.000 LF	1.0000	1,100.00	2.0000	2,200.00	1.6500	1,815.00	1.9000	
S-627-L	TWO-WAY YELLOW F	10.000 EA	25.0000	250.00	15.0000	150.00	50.0000	500.00	57.0000	
S-630-C	REFLECTORIZED TRA	4.000 EA	250.0000	1,000.00	200.0000	800.00	85.0000	340.00	97.0000	
TOTAL ROADWAY				249,100.00		241,804.52		239,289.81		

Pearl River County

District Engineer- Jay Richardson

22-Feb-2022

EROSION CONTROL									
901-S-212-A	AGRICULTURAL LIME	2.000 TON	500.0000	1,000.00	835.0000	1,670.00	150.0000	300.00	345.0000
S-212-B	COMMERCIAL FERTIL	1.000 TON	1,000.0000	1,000.00	800.0000	800.00	1,500.0000	1,500.00	1,150.0000
S-212-F	AMMONIUM NITRATE	0.100 TON	3,000.0000	300.00	4,000.0000	400.00	1,200.0000	120.00	900.0000
S-214-A	SEEDING	1.000 AC	3,000.0000	3,000.00	300.0000	300.00	1,600.0000	1,600.00	1,150.0000
S-215-A	VEGETATIVE MATERI	2.000 TON	500.0000	1,000.00	800.0000	1,600.00	400.0000	800.00	450.0000
S-226-A	SOLID SODDING	200.000 SY	10.0000	2,000.00	10.0000	2,000.00	8.0000	1,600.00	7.0000
S-233-A	TEMPORARY SILT FE	1175.000 LF	7.0000	8,225.00	5.5000	6,462.50	3.0000	3,525.00	3.2000
237-A	WATTLES, 20"	120.000 LF	8.0000	960.00	6.0000	720.00	6.0000	720.00	10.0000
S-815-A	LOOSE RIPRAP, 200 L	200.000 TON	85.0000	17,000.00	80.0000	16,000.00	91.5200	18,304.00	90.0000
S-815-E	GEOTEXTILE UNDER	400.000 SY	4.0000	1,600.00	2.0000	800.00	3.0100	1,204.00	4.0000
TOTAL EROSION CONTROL				36,085.00		30,752.50		29,673.00	
BRIDGE									
S-803-A	TEST PILE	2.000 EA	10,000.0000	20,000.00	8,000.0000	16,000.00	6,656.0000	13,312.00	6,000.0000
S-803-B	CONVENTIONAL STA	0.000 EA	4,000.0000	0.00	4,000.0000	0.00	4,000.0000	0.00	4,000.0000
S-803-C	14" PRESTRESSED C	520.000 LF	60.0000	31,200.00	55.0000	28,600.00	57.5000	29,900.00	61.0000
S-803-F	18" PRE-FORMED PIL	140.000 LF	10.0000	1,400.00	1.0000	140.00	0.0100	1.40	0.0100
S-806-A	19' PRECAST CONCR	6.000 EA	4,000.0000	24,000.00	4,821.0000	28,926.00	3,802.8800	22,817.28	4,200.0000
S-806-A	31' PRECAST CONCR	12.000 EA	5,000.0000	60,000.00	5,572.0000	66,864.00	6,136.3200	73,635.84	6,400.0000
S-806-C	19' PRECAST CONCR	2.000 EA	4,000.0000	8,000.00	5,241.0000	10,482.00	3,987.2000	7,974.40	4,400.0000
S-806-C	31' PRECAST CONCR	4.000 EA	5,000.0000	20,000.00	5,842.0000	23,368.00	6,437.1200	25,748.48	6,600.0000
S-806-G	PRECAST CONCRETE	162.000 LF	200.0000	32,400.00	210.0000	34,020.00	238.2100	38,590.02	250.0000
S-806-I	31' PRECAST CONCR	2.000 EA	6,000.0000	12,000.00	5,806.0000	11,612.00	6,823.6800	13,647.36	6,900.0000
S-806-J	31' PRECAST CONCR	2.000 EA	6,000.0000	12,000.00	5,806.0000	11,612.00	6,823.6800	13,647.36	6,900.0000
S-806-M	9.25' PRECAST CONC	4.000 EA	1,500.0000	6,000.00	1,600.0000	6,400.00	1,766.4000	7,065.60	2,600.0000
S-815-A	LOOSE RIPRAP, 300 L	106.000 TON	85.0000	9,010.00	80.0000	8,480.00	91.5200	9,701.12	90.0000
S-815-E	GEOTEXTILE UNDER	274.000 SY	4.0000	1,096.00	3.0000	822.00	3.0100	824.74	4.0000
TOTAL BRIDGE				237,106.00		247,326.00		256,865.60	
TOTAL BID				522,291.00		519,883.02		525,828.41	
DIFFERENCE						0.00		0.00	
PERCENTAGE OVER\ (UNDER) :						-0.46%		0.68%	

Approved:

Les Dungan, P.E., County Engineer

Office of State Aid Road- SAP-55(60)									
Pearl River County				597,205.60		598,932.45		623,051.90	62
District Engineer- Jay Richardson				Beacon Construction, LLC		Joe McGee Construction Co.		Dozer LLC	Gu
22-Feb-2022				Travelers Casualty & Surety Co		Hanover Insurance Co		North American Specialty Insur Me	
ROADWAY									
S-200-A	MOBILIZATION	1.000 LS		57,000.0000	57,000.00	48,000.0000	48,000.00	43,000.0000	43,000.00
S-201-A	CLEARING AND GRUE	1.000 LS		40,000.0000	40,000.00	47,000.0000	47,000.00	79,800.0000	79,800.00
S-202-B	REMOVAL OF BRIDGE	1.000 UN		37,000.0000	37,000.00	14,000.0000	14,000.00	16,200.0000	16,200.00
S-203-A	UNCLASSIFIED EXCA'	600.000 CY		14.0000	8,400.00	13.0000	7,800.00	18.0000	10,800.00
S-203-E1	BORROW EXCAVATIC	95.000 CY		22.0000	2,090.00	48.5000	4,607.50	37.5000	3,562.50
S-203-F	CHANNEL EXCAVATIC	205.000 CY		10.5000	2,152.50	22.0000	4,510.00	15.0000	3,075.00
S-304-A	GRANULAR MATERIA	1015.000 CY		18.0000	18,270.00	26.7500	27,151.25	39.0000	39,585.00
S-304-D	CRUSHED STONE	100.000 TON		66.0000	6,600.00	73.0000	7,300.00	77.0000	7,700.00
S-403-A	HOT MIX ASPHALT, S'	193.000 TON		180.0000	34,740.00	164.0000	31,652.00	157.0000	30,301.00
S-403-A	HOT MIX ASPHALT, S'	201.000 TON		140.0000	28,140.00	129.0000	25,929.00	124.0000	24,924.00
S-408-A	ASPHALT FOR PRIME	427.000 GAL		8.7500	3,736.25	8.2500	3,522.75	8.0000	3,416.00
S-606-B	GUARD RAIL, W-BEAM	100.000 LF		34.0000	3,400.00	32.0000	3,200.00	30.0000	3,000.00
S-606-D	GUARD RAIL, BRIDGE	4.000 EA		4,000.0000	16,000.00	3,750.0000	15,000.00	3,300.0000	13,200.00
S-606-E	GUARD RAIL, TERMIN	4.000 EA		4,100.0000	16,400.00	3,800.0000	15,200.00	3,400.0000	13,600.00
S-607-A	ROADWAY CONSTRU	1.000 LS		4,200.0000	4,200.00	14,000.0000	14,000.00	15,000.0000	15,000.00
S-617-A	RIGHT-OF-WAY MARK	8.000 EA		210.0000	1,680.00	300.0000	2,400.00	225.0000	1,800.00
S-618-A	MAINTENANCE OF TR	1.000 LS		9,600.0000	9,600.00	10,000.0000	10,000.00	6,750.0000	6,750.00
S-618-B	ADDITIONAL CONSTR	0.000 SF		10.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-C	4" WIDE THERMOPLA	0.208 MI		9,200.0000	1,913.60	8,600.0000	1,788.80	7,800.0000	1,622.40
S-621-E-1	4" WIDE THERMOPLA	1100.000 LF		2.0000	2,200.00	1.8000	1,980.00	1.6500	1,815.00
S-627-L	TWO-WAY YELLOW F	10.000 EA		59.0000	590.00	55.0000	550.00	50.0000	500.00
S-630-C	REFLECTORIZED TR	4.000 EA		100.0000	400.00	95.0000	380.00	150.0000	600.00
TOTAL ROADWAY					294,512.35		285,971.30		320,250.90

Office of State Aid Road- SAP-55(60)

Pearl River County

District Engineer- Jay Richardson

22-Feb-2022

Pearl River County			597,205.60	598,932.45	623,051.90	62		
District Engineer- Jay Richardson			Beacon Construction, LLC	Joe McGee Construction Co.	Dozer LLC	Gu		
22-Feb-2022			Travelers Casualty & Surety Co	Hanover Insurance Co	North American Specialty Insur	Me		
EROSION CONTROL								
901-S-212-A	AGRICULTURAL LIME	2.000 TON	200.0000	400.00	330.0000	660.00	400.0000	800.00
S-212-B	COMMERCIAL FERTIL	1.000 TON	1,500.0000	1,500.00	1,100.0000	1,100.00	1,000.0000	1,000.00
S-212-F	AMMONIUM NITRATE	0.100 TON	2,600.0000	260.00	880.0000	88.00	10,000.0000	1,000.00
S-214-A	SEEDING	1.000 AC	1,900.0000	1,900.00	1,100.0000	1,100.00	2,500.0000	2,500.00
S-215-A	VEGETATIVE MATERI	2.000 TON	820.0000	1,640.00	440.0000	880.00	750.0000	1,500.00
S-226-A	SOLID SODDING	200.000 SY	7.0000	1,400.00	6.6000	1,320.00	10.0000	2,000.00
S-233-A	TEMPORARY SILT FE	1175.000 LF	4.7500	5,581.25	4.2500	4,993.75	7.0000	8,225.00
237-A	WATTLES, 20"	120.000 LF	6.5000	780.00	10.0000	1,200.00	10.0000	1,200.00
S-815-A	LOOSE RIPRAP, 200 L	200.000 TON	85.0000	17,000.00	94.5000	18,900.00	100.0000	20,000.00
S-815-E	GEOTEXTILE UNDER	400.000 SY	3.0000	1,200.00	4.5000	1,800.00	4.0000	1,600.00
TOTAL EROSION CONTROL				31,661.25		32,041.75		39,825.00
BRIDGE								
S-803-A	TEST PILE	2.000 EA	9,100.0000	18,200.00	7,500.0000	15,000.00	7,500.0000	15,000.00
S-803-B	CONVENTIONAL STA	0.000 EA	4,000.0000	0.00	4,000.0000	0.00	4,000.0000	0.00
S-803-C	14" PRESTRESSED C	520.000 LF	70.0000	36,400.00	77.5000	40,300.00	66.0000	34,320.00
S-803-F	18" PRE-FORMED PIL	140.000 LF	1.0000	140.00	0.0100	1.40	1.0000	140.00
S-806-A	19' PRECAST CONCR	6.000 EA	3,900.0000	23,400.00	3,850.0000	23,100.00	4,155.0000	24,930.00
S-806-A	31' PRECAST CONCR	12.000 EA	6,000.0000	72,000.00	6,200.0000	74,400.00	5,925.0000	71,100.00
S-806-C	19' PRECAST CONCR	2.000 EA	4,100.0000	8,200.00	4,000.0000	8,000.00	4,295.0000	8,590.00
S-806-C	31' PRECAST CONCR	4.000 EA	6,200.0000	24,800.00	6,100.0000	24,400.00	6,155.0000	24,620.00
S-806-G	PRECAST CONCRETE	162.000 LF	230.0000	37,260.00	214.0000	34,668.00	230.0000	37,260.00
S-806-I	31' PRECAST CONCR	2.000 EA	8,200.0000	16,400.00	10,700.0000	21,400.00	7,165.0000	14,330.00
S-806-J	31' PRECAST CONCR	2.000 EA	8,200.0000	16,400.00	10,700.0000	21,400.00	7,165.0000	14,330.00
S-806-M	9.25' PRECAST CONC	4.000 EA	2,000.0000	8,000.00	1,750.0000	7,000.00	1,665.0000	6,660.00
S-815-A	LOOSE RIPRAP, 300 L	106.000 TON	85.0000	9,010.00	94.5000	10,017.00	100.0000	10,600.00
S-815-E	GEOTEXTILE UNDER	274.000 SY	3.0000	822.00	4.5000	1,233.00	4.0000	1,096.00
TOTAL BRIDGE				271,032.00		280,919.40		262,976.00
TOTAL BID				597,205.60		598,932.45		623,051.90
DIFFERENCE				0.00		0.00		0.00
PERCENTAGE OVER\ (UNDER) :				14.34%		14.67%		19.29%

Approved:


 Les Dungan, P.E., County Engineer

State Aid Project No. SAP-55(60)
PEARL RIVER County 015

ORDER OF PEARL RIVER COUNTY BOARD OF SUPERVISORS AWARDING
 CONTRACT AND ESTABLISHING PROJECT FUND FOR THE ABOVE NUMBERED PROJECT

WHEREAS, said Board has on this the 22 day of FEBRUARY, 20 22 received and opened bids on said project, and

WHEREAS, We, the Board of Supervisors of PEARL RIVER County, Mississippi, having advertised for bids on the above numbered project and proof of publication of said advertisement having been filed with the Clerk of the Board of Supervisors in the manner and form required by statute, and

WHEREAS, the lowest regular bid was submitted by FRED FAYARD, INC.
 of VAN CLEAVE, MS in the amount of \$ 519,883.20^{02 02}

NOW, THEREFORE, IT IS HEREBY ORDERED by the Board of Supervisors of PEARL RIVER County that the contract be awarded to FRED FAYARD, INC., subject to approval of the State Aid Engineer, and that the President of the Board be and he is hereby authorized to execute the contract with the Contractor after a satisfactory performance bond has been furnished.

IT IS FURTHER ORDERED that the project fund in the amount of \$ 545,900.00 (including 5% contingencies) and an additional amount, limited to 12% of contract construction cost, to cover engineering services of \$ 62,400.00, be established by transferring a total of \$ 608,300.00 State Aid funds from PEARL RIVER County's State Aid fund to a project fund and earmarked for this project. The State Aid Engineer is hereby authorized to take such action as necessary to effectuate this transfer. In case of unexpected overruns in costs which would increase the cost of the project beyond the amount of the project fund established herein, the State Aid Engineer is further authorized to transfer additional funds, limited to 10% of the construction costs, to the project fund as are needed to pay such overruns in final construction costs.

IT IS FURTHER ORDERED that the President of the Board is hereby authorized to execute Supplemental Agreements to the original contract which do not increase the cost of the project in excess of the project fund authorized herein. It is also ordered that the State Aid Engineer be furnished a certified copy of this order.


 President, Board of Supervisors

PEARL RIVER County

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of PEARL RIVER County, Mississippi, entered upon the minutes of said Board of Supervisors, Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the 7th day of MARCH, 20 22




 Clerk of Board of Supervisors

PEARL RIVER County

Minute Book Text Detail

Book 0223 Page 16 TAX ASSESSOR/COLLECTOR'S AGENDA ITEMS

Date 3/ 7/2022

ORDER TO APPROVE TAX ASSESSOR/COLLECTOR'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Tax Assessor/Collector's Agenda Items.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Tax Assessor/Collector's Agenda Items as listed with attachments:

A. Homestead changes

B. Petitions for increase and reduction of real and personal assessments

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

NAME	SCHOOL DISTRICT / TAX DISTRICT	REASON	PARCEL NUMBER / PPIN NUMBER
Appel, Dean A & Deana R	Picayune / 2024	Disability Jan 1st 2021	517418000102900 / 17622
Dowdy, Glen Jr	Picayune / 4024	Disability Jan 1st 2021	5187350000001901 / 46334
Mooney, Edgar L & Tina M	Pearl River Central / 5049	Disability Jan 1st 2021	5169310000000709 / 30774
Spiers, Donna M	Picayune / 5229	65 / Over Jan 1st 2021	6171020040100102 / 21899
Vinson, Donald B Jr	Pearl River Central / 3049	DAV	4169300000000201 / 41499
The homestead will need to be added to the supplemental roll			
Bullen, David M	Poplarville / 2016	Add back to supplemental roll	2161010000002401 / 39344
Cooper, Curtis B	Poplarville / 2016	Add back to supplemental roll	3185060000000609 / 29405
Cooper, Curtis B	Poplarville / 2016	Add back to supplemental roll	3185060000000608 / 29404
Hollins, Earline	Picayune / 1224	Add back to supplemental roll	6176140040202400 / 26851

PETITION FOR INCREASE OF ASSESSMENT

PLEASE SUBMIT IN DUPLICATE

DATE MARCH 7, 2022

COUNTY PEARL RIVER

STATE OF MISSISSIPPI

TAX ASSESSOR GARY BEECH

REAL ~~PERSONAL~~ 2021 ROLL
(CIRCLE ONE)

Page	Line	Owner	Tax Dist	Parcel Number/PPIN	ASSESSMENT AS ON ROLL			AMOUNT OF CHANGE	REASONS FOR CHANGE*
					IMPROVEMENTS	LAND	TOTAL		
1331	5	BULLEN DAVID M	2016	2161010000002401/39344	0	1,763	1,763	10,315	ALLOW 10% & REGULAR HOMESTEAD CREDIT
4875	1	WALLACE BROOKS	5049	5177250000000117/44253	0	3,750	3,750	76,900	ADD RES TO 2021 ROLL
TOTALS CARRIED TO FORM 71-026					0	5,513	5,513	87,215	

*Reasons for change of assessment, as per Title 27-35-143, Miss. Code of 1972

Item number from code shown in parentheses

TAX AMOUNT BEFORE CHANGES 685.93
TAX AMOUNT AFTER CHANGES 11,347.18

PETITION FOR REDUCTION OF ASSESSMENT

PLEASE SUBMIT IN DUPLICATE

DATE MARCH 7, 2022

STATE OF MISSISSIPPI

COUNTY PEARL RIVER

TAX ASSESSOR GARY BEECH

2020
REAL/PERSONAL 2021 ROLL
(CIRCLE ONE)

Page	Line	Owner	Tax Dist	Parcel Number/PPIN	ASSESSMENT AS ON ROLL			AMOUNT OF CHANGE	REASONS FOR CHANGE*
					IMPROVEMENTS	LAND	TOTAL		
1331	4	BULLEN MICHAEL P EST	2016	2161010000002400/7109	17,898	1,991	19,889	16,354	MOVE HOUSE TO PARCEL 2401
7817	5	HOLLIDAY JOAN PAULETTE	3111	2159310010401600/6883	26,507	939	27,446	11,105	CORRECT VALUE OF HOUSE
3143	1	CRAFT TIMOTHY JAMES & FARRAH R	3049	4177250000002501/39347	29,202	2,054	31,256	31,058	HOUSE DOUBLE ASSESSED W/PPIN 13118
2066	3	GARDACHE RICHARD L & CARRIE M	1016	3161010000001200/9711	40,545	2,301	42,846	33,939	HOUSE NOT COMPLETE 1-1-21
2383	3	COOPER CURTIS BRANDON	2016	3185060000000609/29405	1,556	1,788	3,344	984	ALLOW 10% & REGULAR HOMESTEAD CREDIT
2383	2	COOPER CURTIS BRANDON	2016	3185060000000608/29404	149	1,777	1,926	638	ALLOW 10% & REGULAR HOMESTEAD CREDIT
7469	2	GOMEZ RAY CARLOS & RAVEN Y	1244	6176140040202400/26851	6,090	450	6,540	2,180	CORRECT OWNERSHIP, ALLOW 10% & OVER 65 HOMESTEAD CREDIT
3102	7	MCCLINTON FRANK B & CAROLYN S (LE)	3049	4176130000002101/52179	1,718	1,425	3,143	1,386	REMOVE HOMESITE AC
5819	1	WILLIAMS JEFFREY D & CAROLE A	4024	6164170000003011/32802	16,840	1,252	18,092	1,252	NO UPPER FLOOR CORRECT SQ FT OF HOUSE
4694	4	BRYD BRADLEY	5049	5176130001000402/49485	12,753	1,491	14,244	4,748	ALLOW 10% ASSESSMENT
5801	5	LANDRUM LARRY K	4024	6164170000001221/34739	49,056	1,395	50,451	10,580	NO UPPER FLOOR CORRECT SQ FT OF HOUSE
TOTALS CARRIED TO FORM 71-026					202,314	16,863	219,177	114,224	

*Reasons for change of assessment, as per Title 27-35-143, Miss. Code of 1972

Item number from code shown in parentheses

TAX AMOUNT BEFORE CHANGES _____

TAX AMOUNT AFTER CHANGES _____

PETITION FOR REDUCTION OF ASSESSMENT

PLEASE SUBMIT IN DUPLICATE

DATE MARCH 7, 2022

STATE OF MISSISSIPPI

COUNTY PEARL RIVER

TAX ASSESSOR GARY BEECH

REAL / PERSONAL 2021 ROLL
(CIRCLE ONE)

Page	Line	Owner	Tax Dist	Parcel Number/PPIN	ASSESSMENT AS ON ROLL			AMOUNT OF CHANGE	REASONS FOR CHANGE*
					IMPROVEMENTS	LAND	TOTAL		
1331	4	BULLEN MICHAEL P EST	2016	2161010000002400/7109	17,898	1,991	19,889	16,354	MOVE HOUSE TO PARCEL 2401
7817	5	HOLLIDAY JOAN PAULETTE	3111	2159310010401600/6883	26,507	939	27,446	11,105	CORRECT VALUE OF HOUSE
3143	1	CRAFT TIMOTHY JAMES & FARRAH R	3049	4177250000002501/39347	29,202	2,054	31,256	31,058	HOUSE DOUBLE ASSESSED W/PPIN 13118
2066	3	GARDACHE RICHARD L & CARRIE M	1016	3161010000001200/9711	40,545	2,301	42,846	33,939	HOUSE NOT COMPLETE 1-1-21
2383	3	COOPER CURTIS BRANDON	2016	3185060000000609/29405	1,556	1,788	3,344	984	ALLOW 10% & REGULAR HOMESTEAD CREDIT
2383	2	COOPER CURTIS BRANDON	2016	3185060000000608/29404	149	1,777	1,926	638	ALLOW 10% & REGULAR HOMESTEAD CREDIT
7469	2	GOMEZ RAY CARLOS & RAVEN Y	1244	6176140040202400/26851	6,090	450	6,540	2,180	CORRECT OWNERSHIP, ALLOW 10% & OVER 65 HOMESTEAD CREDIT
3102	7	MCCLINTON FRANK B & CAROLYN S (LE)	3049	4176130000002101/52179	1,718	1,425	3,143	1,386	REMOVE HOMESITE AC
5819	1	WILLIAMS JEFFREY D & CAROLE A	4024	6164170000003011/32802	16,840	1,252	18,092	1,252	NO UPPER FLOOR CORRECT SQ FT OF HOUSE
4694	4	BRYD BRADLEY	5049	5176130001000402/49485	12,753	1,491	14,244	4,748	ALLOW 10% ASSESSMENT
5801	5	LANDRUM LARRY K	4024	6164170000001221/34739	49,056	1,395	50,451	10,580	NO UPPER FLOOR CORRECT SQ FT OF HOUSE
TOTALS CARRIED TO FORM 71-026					202,314	16,863	219,177	114,224	

*Reasons for change of assessment, as per Title 27-35-143, Miss. Code of 1972

Item number from code shown in parentheses

TAX AMOUNT BEFORE CHANGES 27,246.54

TAX AMOUNT AFTER CHANGES 11,735.08

020

PETITION FOR REDUCTION OF ASSESSMENT

PLEASE SUBMIT IN DUPLICATE

DATE MARCH 7, 2022

COUNTY PEARL RIVER

TAX ASSESSOR GARY BEECH

REAL PERSONAL 2021 ROLL
(CIRCLE ONE)

Page	Line	Owner	Tax Dist	Parcel Number/PPIN	ASSESSMENT AS ON ROLL			AMOUNT OF CHANGE	REASONS FOR CHANGE*
					IMPROVEMENTS	LAND	TOTAL		
		NATIONAL EQUIP MGMT' & LEASING	1111	5694			4,919	4,919	CLOSED IN 2018
TOTALS CARRIED TO FORM 71-026							4,919	4,919	

*Reasons for change of assessment, as per Title 27-35-143, Miss. Code of 1972

Item number from code shown in parentheses

TAX AMOUNT BEFORE CHANGES _____

TAX AMOUNT AFTER CHANGES

022

PETITION FOR REDUCTION OF ASSESSMENT

PLEASE SUBMIT IN DUPLICATE

DATE MARCH 7, 2022

STATE OF MISSISSIPPI

COUNTY PEARL RIVER

TAX ASSESSOR GARY BEECH

REAL/PERSONAL 2021 ROLL
(CIRCLE ONE)

Page	Line	Owner	Tax Dist	Parcel Number/PPIN	ASSESSMENT AS ON ROLL			AMOUNT OF CHANGE	REASONS FOR CHANGE*
					IMPROVEMENTS	LAND	TOTAL		
		CEMEX SOUTHEAST LLC	1224	5953			4,307	4,307	CLOSED 12/31/2020
		SOUTHERN STYLE	2111	6519			242	242	CLOSED 11/2020
		NATIONAL EQUIP MGMT & LEASING	1111	5694			5,444	5,444	CLOSED 2018
		NANA'S NEST	1111	5981			781	781	CLOSED 2020
TOTALS CARRIED TO FORM 71-026							10,774	10,774	

*Reasons for change of assessment, as per Title 27-35-143, Miss. Code of 1972

Item number from code shown in parentheses

TAX AMOUNT BEFORE CHANGES _____

TAX AMOUNT AFTER CHANGES _____

023

ORDER TO APPROVE CONSENT AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Consent Agenda Items.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Consent Agenda Items as listed with attachments:

- A. Chancery Clerk request to dispose of tax receipt books dated 1941 through 1986.
- B. Coast Electric Power Association's request for staging sites for 2022.
- C. Franchise fee checks:
 - Charter Communications \$ 29,525.93
 - Waste Management \$ 10,201.38
- D. District Attorney's personnel:
 - Valerie Walker Hire
- E. Circuit Court Orders Re: personnel
 - Francis Stuart Deputy Court Administrator Resign
 - Leslie Leann Smith Deputy Court Administrator Appoint
- G. E-911 Addressing & Permitting Department personnel:
 - Freda Rocker Hire part-time
- H. Circuit Clerk personnel:
 - Wendy Babin Deputy Clerk Resign
- I. Authorize transfer of funds from the Trust Fund to the GCRF - Industrial Park Fund and the County Renovation Fairgrounds Fund in the amount of \$250,000.00 each.
- J. Execute 2022-2023 ESRI sole source annual maintenance agreement.

(CONTINUED ON NEXT PAGE)

-
- K. Execute modified lease with Northridge Real Estate, LLC for the space occupied by PRVO in Picayune.
 - L. Execute contract documents with Hanco Corporation on the Courthouse Renovations Project.
 - M. Execute contract documents with Landry, Lewis, Germany Architects on the proposed Multi-Purpose Building.
 - N. Acknowledge the LexisNexis two year contract for the Law Library provided by Pearl River County.
 - O. Acknowledge executed financing documents with BancorpSouth Equipment Finance for the (2) Kenworth T270 trucks.
 - P. Authorize transfer of \$674,975.00 from the General Fund to the Jail Debt Service Fund to issue final payment.
 - Q. Pearl River County School District Lease.
 - R. Approve Shawn Wise to sign requisitions for the following departments:
 - Emergency Management Department
 - Volunteer Fire Departments

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith
Voting NAY: None



025

MELINDA SMITH BOWMAN
PEARL RIVER COUNTY CHANCERY CLERK

March 7, 2022

To: Pearl River County Board of Supervisors

Re: Destruction of Tax Receipt Books

I would like authorization to dispose of tax receipt books dated 1941 through 1986. Per the records retention schedule from the Mississippi Department of Archives, tax receipts may only be retained 5 years. I have chosen to retain the records for 35 years.

Thank you,

Melinda Bowman

State of Mississippi Local Government Records

RECORDS RETENTION SCHEDULE

Counties Chancery Clerk

SERIES #	TITLE	DESCRIPTION	RETENTION
GSC 01 09	State Tax Liens	Notice of tax liens filed by the state government.	Four (4) years after cancellation or expiration. Approved: 1/19/1999
GSC 01 10	Materialman and Construction Liens	Notice of liens on property.	Four (4) years after cancellation or expiration. Approved: 1/19/1999
GSC 01 11	Mechanics Liens	Notice of liens on property.	Four (4) years after cancellation or expiration. Approved: 1/19/1999
GSC 01 12	Realty Assessment Rolls	Annual assessment rolls listing appraised value of real estate.	Permanent. Approved: 1/19/1999
GSC 01 13	Homestead Exemption Rolls	Listing of homestead exemptions granted.	Permanent. Approved: 1/19/1999
GSC 01 14	Homestead Exemption Applications	Applications for homestead exemption.	Three (3) years following expiration of application. Approved: 1/19/1999
GSC 01 15	Tax Receipts	Receipts for payment of taxes on real estate.	Five (5) years. Approved: 1/19/1999
GSC 01 16	Land Sold for Taxes	Listing of all property sold for taxes.	Permanent. Approved: 1/19/1999

20

This retention schedule has been approved for use only by the jurisdiction indicated above in accordance with instructions that appear on the cover of this schedule.



Coast Electric
POWER ASSOCIATION

A Touchstone Energy® Cooperative 

027

Pearl River County District Office
6375 Highway 11 North
Picayune, MS 39466
601-798-5013

February 21, 2022

Pearl River County Board of Supervisors,

Coast Electric Power Association would like to thank you for your assistance in restoring Pearl River County back to normal in the wake of previous storms. Coast Electric Power Association is the largest power provider, with over 90 percent of the land mass in Pearl River County.

With this large area of the land mass, it is imperative that Coast Electric Power Association have ample areas to use as staging sites. In this matter, we would like to ask that you allow us, Coast Electric Power Association, to enter into an agreement with Pearl River County, for the use of the following county properties as possible staging sites or material staging sites for 2022.

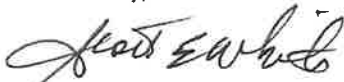
Staging Area's Requested:

- County property west of the new jail off Langnecker Rd. This site could be used for a small staging area for personnel or line material
- Parking area west of the county fairgrounds. This site could be used for a potential fuel site or material site if necessary
- Any available county-owned property that would be available for use during a power restoration period for personnel or material staging

The agreement will be to use these sites as tent cities or material staging areas if needed. The time frame would be dependent on the storm severity and the areas would be returned to the state in which we found them.

Again, we thank you for what you do for the residents of Pearl River County.

Sincerely,



Scott E. White

Coast Electric Power Association

Storm Logistics Coordinator

O: 601.889-5109

C: 601.916.5109

E: swhite@coastepa.com



January 20, 2022

MS0512
COUNTY OF PEARL RIVER
COUNTY OF PEARL RIVER
President
P.O. Box 569
Poplarville, MS 39470

RE: Quarterly Franchise Fee Payment

Dear Sir or Madam:

Enclosed, please find our franchise fee remittance covering the period from October 1, 2021 to December 31, 2021, for Charter Communications ("Charter"). This franchise fee computation has been prepared in accordance with the terms and conditions of our local cable television franchise agreement, or if Charter is operating under a state issued franchise in your community, in accordance with the requirements of the state franchising law. This payment specifically complies with all of Charter's contractual and/or statutory duties, and includes the required percentage, flat rate, or per sub payment, and includes all required categories of revenue.

This payment was calculated as follows:

Franchise Fee Base	\$984,197.83
Franchise Fee (as defined in Agreement):	3%
Fee Adjustment (see detail)	<u>\$0.00</u>
Fee Due	<u>\$29,525.93</u>

Please contact your Government Relations representative or send an email directly to CharterFranchiseNotices@chartercom.com for any address updates or corrections.

We would also like to remind you of an alternative to US mail-delivered paper checks for franchise fee payments. You now have the option of signing up for an electronic direct payment process for franchise fees, assuring a more efficient and timely manner of receiving your funds. If you would like to pursue the electronic payment process, please contact your Government Relations representative for instructions. We believe this convenient method will be of significant value to you.

Charter Communications is proud to serve your community and our customers with cable television service. Please feel free to contact our office Corp_mm_franchise_fees@chartercom.com if any additional information is required.

Sincerely,

Steve Lottmann
Divisional Controller

3365 - 1707MS - 6001254

Enclosure

**ATTACHMENT CONTAINS TRADE SECRET INFORMATION AND IS CONFIDENTIAL & PROPRIETARY
- NOT FOR PUBLIC DISCLOSURE**

314.288.3103
www.charter.com

12405 Powerscourt Drive
St. Louis, Missouri 63131-3764

400 Atlantic St
Stamford, CT

STUB 1 OF 1

CHECK DATE: 01/24/22

029
NO. 80442567

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS	AMOUNT PAID
10/31/21	Q202110	FRANCHISE FEE	9,893.85	0.00	9,893.85
11/30/21	Q202111	FRANCHISE FEE	9,915.88	0.00	9,915.88
12/31/21	Q202112	FRANCHISE FEE	9,716.20	0.00	9,716.20
				TOTAL	29,525.93

6001254

COUNTY OF PEARL RIVER

WARNING: ORIGINAL DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS & CHEMICAL REACTIVE PAPER.

Charter
COMMUNICATIONS

12405 Powerscourt Drive
St. Louis, MO 63131-3674

Charter Communications is an Equal Opportunity Employer/Contractor

80-1769/0815

US BANK
MEMPHIS, MO

NO. 80442567

6001254

DATE
01/24/22

AMOUNT
\$*****29,525.93

PAY TWENTY-NINE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 93/100*****

TO COUNTY OF PEARL RIVER
THE ATTN PRESIDENT
ORDER PO BOX 569
OF POPLARVILLE MS 39470
US


AUTHORIZED SIGNATURE

THE FACE OF THIS CHECK HAS A VOID FEATURE PANTOGRAPH, A MICROTYPE BORDER AND A SECURITY BACKER.

⑈80442567⑈ ⑆081517693152321045584⑈



WASTE MANAGEMENT
PO BOX 3027
1-844-492-9416, WMSC.AP@WM.COM
HOUSTON, TX 77253-3027

030

Check No. 0015524115
Check Date 01/13/2022
Check Amount \$10,201.38



US-004394 0001 0001 004419

PEARL RIVER COUNTY GENERAL FUND
PO BOX 249
MC NEILL MS 39457-0249

INVOICE AND PAYMENT STATUS CAN
BE REVIEWED ONLINE AT
[HTTP://WM.INVOICEINFO.COM](http://WM.INVOICEINFO.COM)



Page 1 of 1

Date	Invoice No/Description	Amount	Discount	Total Due
01/05/2021	Q4 2021 HOST FEES	\$10,201.38		\$10,201.38
		TOTAL		\$10,201.38

↓ PLEASE FOLD ON PERFORATION AND DETACH HERE ↓

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



WASTE MANAGEMENT
PO BOX 3027
1-844-492-9416, WMSC.AP@WM.COM
HOUSTON, TX 77253-3027

0015524115

January 13, 2022

70-2328/719
VOID AFTER 90 DAYS

Amount: **Ten Thousand Two Hundred One dollars and 38 cents**

\$10,201.38

Pay to the order of PEARL RIVER COUNTY GENERAL FUND
PO BOX 249
MC NEILL MS 39457-0249

Bank of America N.A.
Commercial Disbursement Account
Northbrook, IL 60067

David L. Reed

AUTHORIZED SIGNATURE

⑈0015524115⑈ ⑆071923284⑆ 87654⑈03178⑈



February 16, 2022

WASTE MANAGEMENT

8800 Hwy 11 N
McNeill, MS 39457

Pearl River County Board of Supervisors

Attention: Board President

207 West Pearl St.

Poplarville, MS 39470

Dear Board Members:

Per the Solid Waste Disposal Agreement between Central Landfill and the Pearl River County Board of Supervisors, Central Landfill has imposed and collected a tonnage host fee on all tons generated outside of Pearl River County. The rate applied to the outside tonnage is \$1.69 per ton. Please note that there was a CPI increase effective 9/1/2021.

Below is the calculation for the 4th Quarter 2021:

	<u>Total Tons</u>	<u>Pearl River</u>	<u>Outside Tons</u>	<u>Host Fee</u>
Oct-21	5,100.21	3,358.73	1,741.48	\$2,943.10
Nov-21	4,853.31	3,085.86	1,767.45	\$2,986.99
Dec-21	5,371.15	2,956.20	2,414.95	\$4,081.27

Enclosed is a check for \$10,201.38-- \$10,011.36 for the 4th Quarter 2021 host fee and \$190.02 for the September rate increase variance.

If you have any questions or comments, please contact me at (228) 224-4864.

Sincerely,

Sophia Parker

Central Landfill – Operations Manager

OFFICE OF THE DISTRICT ATTORNEY
FIFTEENTH CIRCUIT COURT DISTRICT

500 COURTHOUSE SQUARE, SUITE 3
COLUMBIA, MS 39429

EMAIL: hkittrell@da15thdistrict.org
www.da15thdistrict.org



601-731-1476
FAX: 601-731-1489
VICTIMS LINE: 601-731-1476

HALDON J. KITTRELL
DISTRICT ATTORNEY

February 23, 2022

Mr. Adrain Lumpkin
Pearl River County Administrator
P.O. Box 569
Poplarville, MS 39470

Re: Litigation Support Position

Dear Adrain,

This letter is to advise that I have hired Valerie Walker as Litigation Support personnel with a starting salary of \$25,000 plus county benefits and a starting date of Monday, February 28, 2022.

Should additional information be required, please do not hesitate to contact me.

With warmest personal regards, I remain,

Sincerely,

Hal Kittrell
District Attorney



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 • Fax (601) 403-2327

nstokes@pearlrivercounty.net

February 14, 2022

Pearl River County Board of Supervisors
Post Office Box 569
Poplarville, Mississippi 39470

Re: Deputy Court Administrator for Judge Claiborne "Buddy" McDonald, IV

Gentlemen:

Enclosed please find certified copies of the following Orders dated February 11, 2022:

1. Order Accepting Resignation of Deputy Court Administrator (Francis Stuart)
2. Order Appointing Deputy Court Administrator (Leslie Leann Smith)

If you have any questions, please do not hesitate to call.

Thank you for your consideration in this regard.

Sincerely,

A handwritten signature in black ink that reads "Nance Fitzpatrick Stokes".

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

Enclosures

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL DISTRICT OF MISSISSIPPI
COMPRISED OF
JEFFERSON DAVIS, LAMAR, LAWRENCE, MARION AND PEARL RIVER COUNTIES

ORDER ACCEPTING RESIGNATION OF DEPUTY COURT ADMINISTRATOR

BEFORE THE COURT is the matter of accepting the resignation of Francis Stuart as Deputy Court Administrator to Judge Claiborne "Buddy" McDonald, IV, for the 15th Circuit Court District, effective March 31, 2022, at 5:00 p.m.

WHEREAS, Francis Stuart has over thirty-six (36) years of service in the Public Employees Retirement System and desires to apply for retirement benefits, and the Court, after having carefully considered the same, acknowledges her years of service and accepts her resignation effective March 31, 2022, at 5:00 p.m.

IT IS THEREFORE ORDERED AND ADJUDGED that this Order be spread on the minutes of the counties of the 15th Judicial District and copies delivered to the respective Board of Supervisors of each county and a copy sent to the Administrative Office of Courts.

SO ORDERED AND ADJUDGED this the 14th day of February, 2022.


CIRCUIT JUDGE

I CERTIFY THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THE OFFICE.
This 14 day of February, 2022.
Nance Fitzpatrick Stokes
Pearl River County Circuit Clerk
By: 
PEARL RIVER COUNTY, MS
Deputy Clerk

FILED
NANCE FITZPATRICK STOKES
CIRCUIT CLERK
FEB 14 2022
BY: 
DEPUTY CLERK

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL DISTRICT OF MISSISSIPPI
COMPRISED OF
JEFFERSON DAVIS, LAMAR, LAWRENCE, MARION AND PEARL RIVER COUNTIES

ORDER APPOINTING DEPUTY COURT ADMINISTRATOR

BEFORE THE COURT is the matter of appointing Leslie Leann Smith as Deputy Court Administrator for Judge Claiborne "Buddy" McDonald, IV, and the Court, after having carefully considered the same, FINDS and ORDERS as follows:

That Leslie Leann Smith has received an Associate degree from an accredited two-year college or related field and has at least four (4) years of experience related to the duties of Deputy Court Administrator.

That Leslie Leann Smith shall be hired as Deputy Court Administrator and shall receive an annual salary of \$58,300.00, with accompanying benefits. Said salary shall be funded by the Court Support Staff Funds of Judge Claiborne "Buddy" McDonald, IV, and then, if necessary, the remainder to be paid by Pearl River County, one of the counties of the 15th Judicial District. This annual salary does not exceed the annual salary of the prior deputy court administrator.

That Leslie Leann Smith is to perform the duties of said office set out by the Administrative Office of Court, including but not limited to:

- Maintain and keep judge(s) trial dockets;
- Identify, formulate and recommend policies, procedures and projects designed to achieve objectives; analyze and review procedures to recommend and implement changes;
- Maintain statistics and generate reports for use by the Court;
- Participate in statewide committees; attend seminars related to Court Administration, as

required;

- Administrate the Court as required;
- Serve as liaison to Court, bar, and law enforcement agencies and general public;
- Maintain cooperative working relationships with county officials;
- Assist in determining that facilities are adequate and receive proper maintenance;
- Assist in developing a proposed personnel plan for the judicial support staff of the district;
- Assist in preparation of budget;
- Carry out indirect supervisory duties; and
- Maintain inventory;
- Evaluate data processing needs and coordinate;
- Work from Poplarville and Picayune offices when not in court;
- Accompany Judge and Staff Attorney to court;
- Perform related duties as assigned or required.

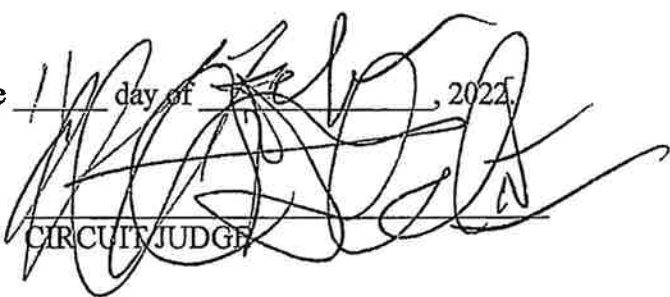
IT IS THEREFORE ORDERED AND ADJUDGED that Leslie Leann Smith is appointed to serve as Deputy Court Administrator for Judge Claiborne "Buddy" McDonald, IV, for the 15th Judicial District, with said employment to become effective on the 1st day of April, 2022.

IT IS FURTHER ORDERED AND ADJUDGED that Leslie Leann Smith shall receive an annual salary of \$58,300.00, with accompanying benefits from and after April 1, 2022. Said salary shall be funded by the Court Support Staff Funds of Judge Claiborne "Buddy" McDonald, IV, and then, if necessary, by the counties of the 15th Judicial District in the following percentages:

Jefferson Davis	0.0%
Lamar	0.0%
Lawrence	0.0%
Marion	0.0%
Pearl River	100.0%

IT IS FURTHER ORDERED AND ADJUDGED that this Order be spread on the minutes of the counties of the 15th Judicial District with copies delivered to the respective Board of Supervisors of each county and a copy sent to the Administrative Office of Courts.

SO ORDERED AND ADJUDGED this the 11 day of Feb, 2022.


CIRCUIT JUDGE

I CERTIFY THIS IS A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN MY OFFICE.
This 14 day of Feb, 2022.
Nancy K Stokols
Pearl River County Clerk
By: 
PEARL RIVER COUNTY CLERK



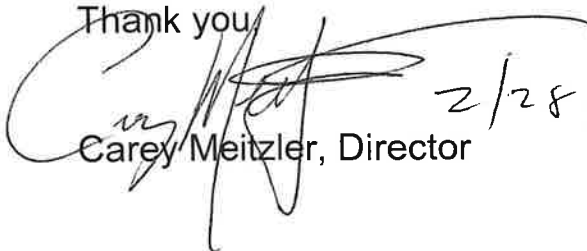
February 28, 2022

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following personnel matters concerning the Pearl River County e911 Addressing & Permitting Office:

-Hiring of Freda Rocker as a part time effective March 9, 2022.

Thank you,

 2/28/22
Carey Meitzler, Director



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 • Fax (601) 403-2327

nstokes@pearlrivercounty.net

March 1, 2022

Pearl River County Board of Supervisors
Post Office Box 569
Poplarville, Mississippi 39470

Re: Wendy Babin

Gentlemen:

Wendy Babin resigned as a Deputy Clerk in the Circuit Clerk's Office on March 1, 2022.

If you have any questions, or need any additional information, please do not hesitate to contact me.

Thank you for your consideration in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Nance F. Stokes".

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

February 28, 2022

Board of Supervisors,

Please approve the transfer of funds from the Trust Fund to the GCRF – Industrial Park Fund and the County Renovation Fairgrounds Fund in the amount of \$250,000.00 each. These funds will provide matching funds for the GCRF project and start construction of the improvements at the Fairgrounds.

Thanks,


Adrain



GIS DEPARTMENT
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2230
(601) 403-2339 FAX
BROOKE VARNADO
GIS Administrator

March 7, 2022

Honorable Board of Supervisors:

Please consider approving the 2022-2023 ESRI sole source annual maintenance agreement.

Thank you,

A handwritten signature in black ink that reads "Brooke Varnado". The signature is written in a cursive, flowing style.

Brooke Varnado
GIS Administrator



esri

380 New York Street
Redlands, CA 92373
Phone: + 190979328536713

Quotation

042

Date: 01/16/2022

Quotation Number: 26062288

Contract Number: 2003MPA6052

County of Pearl River
GIS/Mapping
204 W Pearl St
Poplarville MS 39470-2830
Attn: Brooke Varnado

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Roni Garlington

**Please include the following remittance address
on your Purchase Order:**

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 363879

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023	3,030.00	3,030.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023	1,212.00	1,212.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023	1,515.00	1,515.00
3010	7	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023	1,212.00	8,484.00
4010	1	87232	505.00	505.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Roni Garlington

Ext: 6713

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York Street
Redlands, CA 92373
Phone: + 190979328536713

Quotation

Page 2

043

Date: 01/16/2022

Quotation Number: 26062288

Contract Number: 2003MPA6052

Item	Qty	Material#	Unit Price	Extended Price
ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023				
5010	1	87233	202.00	202.00
ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023				
6010	1	98696	505.00	505.00
ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023				
7010	1	98697	202.00	202.00
ArcGIS Publisher for Desktop Concurrent Use Secondary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023				
8010	1	118242	505.00	505.00
ArcGIS Data Reviewer for Desktop Concurrent Use Primary Maintenance Start Date: 04/17/2022 End Date: 04/16/2023				
9010	10	153148	505.00	5,050.00
ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 04/17/2022 End Date: 04/16/2023				
10010	1	161328	5,050.00	5,050.00
ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 04/17/2022 End Date: 04/16/2023				

Item Subtotal 26,260.00
Estimated Tax 0.00
Total USD 26,260.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]



esri

380 New York Street
Redlands, CA 92373
Phone: + 190979328536713

Quotation

Page 3

044

Date: 01/16/2022

Quotation Number: 26062288

Contract Number: 2003MPA6052

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri

380 New York Street
Redlands, CA 92373
Phone: + 190979328536713

Quotation

Page 4

045

Date: 01/16/2022	Quotation No: 26062288	Customer No: 363879	Contract No: 2003MPA6052
Item Qty Material#		Unit Price	Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☒ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

3-7-2022

Date

SANDY KANE SMITH

Name (Please Print)

PRESIDENT

Title

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

March 2, 2022

Board of Supervisors,

Please approve the modified lease with Northridge Real Estate, LLC. for the space occupied by PRVO in Picayune.

Thanks,

Adrain

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

LEASE AGREEMENT

This lease agreement (hereinafter referred to as "Lease") is made and entered into on April 1, 2022, by and between NORTHRIDGE REAL ESTATE, LLC (hereinafter referred to as "Landlord") and PEARL RIVER COUNTY, MISSISSIPPI (hereinafter referred to as "Tenant").

1. DESCRIPTION OF PREMISES.

Landlord leases to Tenant and Tenant leases from Landlord as herein provided the premises, situated in Pearl River County, Mississippi, and more particularly described as follows, to-wit:

309 North Main Street, Picayune, Ms 39466

2. TERM.

2.1 Term. The term of this lease is for three (3) years, beginning on April 1, 2022, until May 30, 2025. At the expiration of this lease, the premises shall be returned to the Landlord in substantially the same condition as received, ordinary wear and tear expected.

2.2 Holding Over. If Tenant, with Landlord's consent, remains in possession of the premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant. All options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month holdover tenancy.

3. RENTAL PAYMENTS.

The rental payments for the term of this lease will be the sum of \$1,000.00 per month of said lease agreement, and shall include electricity, water, sewer and garbage pickup. All rental payments due are to be paid by the first (1st) day of the month beginning on April 1, 2022, but must be paid on or before the 5th day of each month. Rental paid after the due date is delinquent and Default provisions herein shall apply. The late provisions will be the sum of \$75.00, which will be payable with the rent when paid on that month.

4. **SECURITY DEPOSIT.**

Upon the execution of this Lease Agreement, Tenants shall deposit with Landlord the sum of \$500.00 to be held as security against damage to the premises and against Tenant vacating the premises on or before the stated termination date of this Lease or failing to perform any and all of the covenants contained herein. This deposit is neither an advance rental nor a bonus to Landlord and the Landlord agrees that if Tenants shall duly perform this Lease and leave the premises in good condition, at termination of this Lease Landlord shall refund said deposit.

5. **DEPOSIT DEDUCTION.**

There shall be deducted from the Deposit unpaid (i) sums due under the Lease Agreement; (ii) rental; (iii) utilities; (iv) damages or required repairs to the premises or its contents beyond reasonable wear and tear; (v) cost of removing unauthorized locks; (vi) removing and storing abandoned property; (vii) replacing unreturned keys and authorized change of locks; and (viii) other charges provided herein or agreed to by Landlord and Tenant. The balance of the Deposit shall be refunded to Tenant by mail within thirty (30) days of the date Tenant surrenders the premises and delivers Tenant's forwarding address to the Landlord in writing. Landlord shall provide Tenant with a written report of any deductions.

6. **NOTICE REQUIRED.**

Tenant agrees to give Landlord at least thirty (30) days written notice prior to the expiration of the term of this Lease of any extension thereof of intent to vacate the premises. Failure to do so shall entitle Landlord to retain the entire amount of the Deposit.

7. **ABANDONMENT.**

If Tenant (i) is absent from the property for 90 consecutive days while any sums of money due hereunder are unpaid; (ii) has been evicted by judicial process; and/or (iii) leaves personal property on the premises after the termination of this Lease, the premises and all personal property found thereon may be deemed by Landlord to be abandoned and Landlord or its agents may peaceably enter, remove and store or dispose of, at Landlord's discretion, same. Landlord shall be entitled to reasonable charges for removal, packing and storage of abandoned property.

8. **UTILITIES, TAXES AND INSURANCE.**

During the term of this Lease, Tenant or its sub-lessee agrees to pay all insurance premiums and ad valorem taxes affecting any personal property owned by it or either of them and placed in the demised premises, including after termination of the Lease Agreement. Landlord shall be responsible for insuring the premises (excepting coverage for damage to windows) other than contents. Tenant agrees to maintain a policy of liability

insurance in an amount satisfactory to Landlord naming Landlord as additional insured, insuring against claims arising as a result of Lessee's occupation and use of the demised premises. In the event Lessee fails at any time during the term of this Lease to obtain and maintain insurance as required by this Section 8, or to provide evidence thereof, Landlord shall have the right, but not the duty, to procure such insurance and Tenant shall pay to Landlord the cost and expense thereof as additional rent when the next payment of rent required to be made in accordance with Section 3 of this Lease.

9. **USE OF PREMISES.**

This property shall be used for commercial purposes only and Tenant shall not use the premises in any manner that increases the insurance risk on the building, nor shall they waste, or create a nuisance. It is understood and agreed that Tenant shall not violate any federal, state or local laws, ordinances or statutes during the term of this Lease in the course of its day to day operation of business, or for any reason whatsoever.

10. **REPAIRS AND MAINTENANCE.**

Tenant accepts the premises "as is" and assumes responsibility for the condition of the premises and will maintain the premises and keep it in good repair at their own expense, including normal painting requirements and the replacement of broken or damaged windows which shall, excepting Acts of God, be replaced immediately by Tenant, except for the exterior wall structure repair and roof, and heating and air conditioning, which Landlord agrees to maintain in good condition. Landlord will make repairs required by law to the property with reasonable promptness after receipt of written notice by detailing such defect by Tenant. If any damage beyond normal wear and tear is caused by Tenant, Tenant's agent or invitees, Tenant agrees to pay Landlord the cost of the repair within five (5) days of demand. No building modifications shall be made to the premises without the prior written consent of Landlord. Upon obtaining the written consent of Landlord for any modifications or improvements to the leased premises, Tenant agrees that ownership of such modifications or improvements becomes vested in the Landlord at the termination of this Lease. Further, Tenant agrees that Landlord shall not bear any costs incurred with regard to the development, implementation or construction of said modifications or improvements, nor the costs associated with the vestige of title to Landlord from Tenant for said modifications or improvements. Tenant shall at all times keep the premises in a neat, clean and sanitary condition.

11. **ASSIGNMENTS AND SUBLETTING.**

- 11.1 **Landlord's Consent Required.** Landlord agrees to Tenant subletting property to PRVO for the duration of the Lease. Additional subletting would require Landlord's consent.

11.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Landlord's consent, no assignment or subletting shall release Tenant from its obligations under this Lease or alter Tenant's primary liability for payment or random performance of Tenant's obligations under this Lease.
- (b) The consent by landlord to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or to any subsequent or successive assignment or subletting by the sub-lessee.
- (c) Landlord's written consent to any assignment or subletting of the premises by the Tenant shall not constitute an acknowledgment that no default then exists under this Lease and the obligations to be performed by Tenant, nor shall such consent be deemed a waiver of any existing default, except as may be otherwise stated in writing by Landlord at the time.

12. DEFAULT.

12.1 Default by Tenant. If Tenant shall (i) default in the prompt payment of the rental or any other sum due hereunder, (ii) abandon the property, (iii) fail to occupy the premises within 30 days of the beginning of this Lease, and (iv) violate any of the terms of this Lease, the Landlord at its option may terminate Tenant's right of occupancy by giving Tenant a three (3) day written notice to vacate, delivered either in person or by first class mail. After giving such notice, Landlord may accept payment for sums due hereunder without waiving or diminishing landlord's right to proceed against Tenant for eviction, property damage, past or future Rental, or other sums due hereunder.

12.2 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations, provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance the Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

13. FAILURE TO COMPLY.

If Tenant materially fails to comply with any provision of this Lease or with any obligation imposed by applicable provisions of building codes materially affecting health

and safety, Landlord may deliver a written notice to Tenant specifying the acts and omissions constituting the breach and that this Lease will terminate upon a date not less than thirty (30) days after receipt of the notice.

14. **INSPECTION.**

Landlord and/or Landlord's agents and employees may enter the leased premises by any reasonable means with 48 hours notice to occupants to: (i) inspect the property; (ii) make repairs; (iii) show the premises to prospective tenants or purchasers; (iv) exercise a contractual lien; and/or (v) such other reasons as Landlord shall elect.

15. **MISCELLANEOUS.**

15.1 **Headings.** All headings preceding the text of the sections and subsections hereof are inserted solely for the convenience of references and shall not constitute a part of this Lease or affect its meaning, construction or effect.

15.2 **Entire Lease/Amendments.** This Lease sets forth all the promises, agreements, conditions and understandings between Landlord and Tenant with respect to the leased premises. There are no other oral or written promises, agreements, conditions or understanding between them. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless in writing and signed by them.

15.3 **Provision Binding.** The provisions of this Lease shall be binding upon, and inure to the benefit of the parties hereto and their respective legal representatives, successor and assigns.

15.4 **No Waiver.** No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise thereof, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15.5 **Partial Invalidity.** If any provision of this Lease or the application hereof to any person or circumstances shall to any extent be held void, unenforceable or invalid, then the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

15.6 **Relationship of the Parties.** Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Landlord and Tenant.

- 15.7 **Notices.** Any notice, request, instruction or other document to be given or furnished under this Lease by either party to the other party shall be in writing and shall be (i) delivered personally, (ii) sent by registered or certified mail, postage prepaid, or by prepaid overnight delivery services, and (iii) transmitted by telecopier, to or at the addresses in the Section 15.7 or to such other address as either party may designate by written notice to the other party. A notice, request, instruction or other document shall be deemed to be given (i) when delivered personally, (ii) if sent by certified mail or overnight delivery service, at the time of mailing as indicated on the duly completed U.S. Postal Service return receipt or the time of package pickup as indicated on the records of or certificates provided by the overnight deliver service, or (iii) if sent by telecopier, the date of transmission with confirmed answer back. Any notice from a party to the other party may be given directly by counsel for such party rather than directly by such party.

TO TENANT - Office and Mailing Address:

Pearl River County, Mississippi

Poplarville, MS 39470

TO LANDLORD - Office and Mailing Address:

Northridge Real Estate, LLC

P.O. Box 398

Picayune, Ms 39466

Paul Reese (601) 273-1714

- 15.9 **Governing Law.** This Lease shall be governed by the terms and provisions hereof and the internal laws of the State of Mississippi without regard to principles of conflicts of law.
- 15.9 **Construction.** The parties hereto agree that each party has received and reviewed this Lease and has had an opportunity to review this Lease with their respective counsel or adviser and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Lease or any amendment or exhibits hereto.
- 15.10 **Use of Trade Name.** Neither the Landlord nor the Tenant shall use the trade name or logo of the other party without the express written permission of such other party.
- 15.11 **Holiday and Weekends.** In the event that last day in which an act or election required or permitted of either party herein shall fall on a holiday, Saturday or Sunday, the time for performing said act or making such election shall be

extended until 5:00 p.m. of the next regular business day following the holiday, Saturday or Sunday.

- 15.12 Authority to Execute. Each person executing this Lease on behalf of another or entity represents that the execution of this Lease has been duly authorized by the party on whose behalf the person is executing this Lease and that such person is authorized to execute this Lease on behalf of such party.

16. SPECIAL PROVISIONS.

- 16.1 The Leased space may not be used for residential purposes.
- 16.2 No alcohol or drugs shall be sold or consumed on the premises.
- 16.3 No modifications of the premises may be made without the prior written approval of the Lessors. In addition, if any improvements or changes are made, the premises will be restored to the condition at the time of the Lease at the expiration of said Lease.
- 16.4 Any installation of special equipment shall be installed at the cost of the Lessees.
- 16.5 All signs must be approved by the Lessor.

WITNESS our signatures on this, the 7th day of MARCH, A.D., 2022.

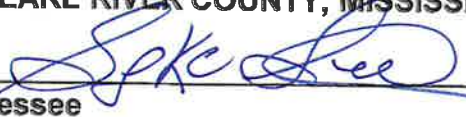
NORTHRIDGE REAL ESTATE, LLC

Witness to Signature of Lessor

Lessor

PEARL RIVER COUNTY, MISSISSIPPI

Witness to Signature(s) of Lessee


Lessee

Lessee

MUTUAL CANCELLATION OF LEASE AGREEMENT

WHEREAS, on April 1, 2020, Lease Agreement was executed between Northridge Real Estate, LLC and Pearl River County, Mississippi for 309 North Main Street, Picayune, Mississippi, for a term of five years beginning July 1, 2020 until June 30, 2025; and

WHEREAS, the parties to said Lease Agreement have determined that this Lease Agreement should be cancelled and terminated by mutual agreement effective March 31, 2022, and renegotiated because of dramatic increases in electricity, water, sewer and garbage pickup fees wholly beyond the control of both parties to said original Lease;

NOW THEREFORE, in consideration of the premises, Northridge Real Estate, LLC and Pearl River County, Mississippi hereby mutually cancel effective March 31, 2022, said Lease Agreement dated April 1, 2020.

WITNESS our signatures on this, the 7th day of March, A.D., 2022.

NORTHBRIDGE REAL ESTATE, LLC

Lessor

Witness to Signature of Lessor

Kathy Stuart

PEARL RIVER COUNTY, MISSISSIPPI

Lessee

Witness to Signature(s) of Lessee

Sh LD

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

February 25, 2022

Board of Supervisors,

Please authorize the President to sign the contract documents with Hanco Corporation on the Courthouse Renovations project.

Thanks,

Adrain



056

February 21, 2022

Re: Additions and Renovations to Pearl River County Courthouse
CN 17-3627A

Pearl River County Board of Supervisors
P.O. Box 569
207 West Pearl Street
Poplarville, MS 39470

Attn: Mr. Adrain Lumpkin, County Administrator

Dear Mr. Lumpkin:

Enclosed please find three copies of AIA Document A101 Standard Form of Agreement between Owner and Contractor with attached Performance and Payment Bonds and Certificate of Insurance on the above referenced project. Once you have reviewed the agreement, please execute all copies. Retain one copy for your files and return the remaining two copies to our office.

If you have any questions, please feel free to contact the office.

Please let me know if any questions.

Respectfully,

Lisa Williams
Administrative Assistant

/lbw



AIA® Document A101® – 2017

057

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventeenth day of February in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Pearl River County Board of Supervisors
207 West Pearl Street
Poplarville, Mississippi 39470
Telephone Number: 601-403-2300

and the Contractor:
(Name, legal status, address and other information)

Hanco Corporation
P.O. Box 17678
Hattiesburg, Mississippi 39404
Telephone Number: 601-583-6500

for the following Project:
(Name, location and detailed description)

Additions and Renovations to
Pearl River County Courthouse
Poplarville, Mississippi
CN 17-3627A

The Architect:
(Name, legal status, address and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402
Telephone Number: 601-271-7711

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Three hundred Sixty-five (365) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Six Hundred Ninety Thousand Dollars and Zero Cents (\$ 2,690,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
N/A

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
N/A

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item
N/A

Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item
N/A

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the said contractor shall neglect, fail or refuse to complete the work within the time specified herein, then the contractor shall pay to the Owner the sum of \$500.00 for each and every calendar day after the time stipulated herein for the substantial completion of the work and the Owner may deduct the said sum of \$500.00 per day from any balance due the contractor, as liquidated damages for loss and default as herein set forth, which daily sum is agreed to be a reasonable sum for liquidated damages for this project.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

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User Notes:

(1885627722)

N/A

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period Covered shall be the 26th day of the month through the 25th day of the following month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made by Final Application for Payment submitted in accordance with 5.1.3.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.50 % monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Adrain Lumpkin

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Chris Hudson

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See Exhibit "A"		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit "B"			

- .7 Addenda, if any:

Number	Date	Pages
One	February 4, 2022	37

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Sandy Kane Smith, President

(Printed name and title)



CONTRACTOR (Signature)

Chris Hudson, President

(Printed name and title)

064

“EXHIBIT A”

SECTION 01 00 30 - SCHEDULE OF DRAWINGS

The Drawings for this project have been prepared and scheduled by the following:

COVER SHEET

ARCHITECTURAL

LANDRY LEWIS GERMANY ARCHITECTS, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

SHEET NO. TITLE

COVER SHEET

A-1 EXISTING BASEMENT DEMOLITION PLAN, FIRST FLOOR
DEMOLITION PLAN

A-2 BASEMENT FLOOR PLAN AND FIRST FLOOR PLAN AND SCHEDULES
A-3 SECOND FLOOR DEMOLITION PLAN AND SECOND FLOOR PLAN AND
SCHEDULES

A-4 THIRD FLOOR DEMOLITION PLAN, THIRD FLOOR PLAN AND
SCHEDULES

A-5 FIRST FLOOR REFLECTED CEILING PLAN

A-6 SECOND FLOOR REFLECTED CEILING PLAN

A-7 THIRD FLOOR REFLECTED CEILING PLAN

A-8 INTERIOR MILLWORK ELEVATIONS, MILLWORK SECTIONS AND
WALL SECTION

A-9 MILLWORK SECTIONS

A-10 EXISTING ELEVATIONS

PLUMBING, MECHANICAL, AND ELECTRICAL

I. C. THOMASSON AND ASSOCIATES, INC.

215 North First Street

Brookhaven, MS 39601

SHEET NO. TITLE

P1-1 BASEMENT DEMOLITION FLOOR PLAN AND FIRST FLOOR
DEMOLITION PLAN - PLUMBING

P1-2 BASEMENT FLOOR PLAN AND FIRST FLOOR PLAN - PLUMBING

P1-3 SECOND FLOOR DEMOLITION PLAN AND SECOND FLOOR PLAN -
PLUMBING

P1-4 THIRD FLOOR DEMOLITION PLAN AND THIRD FLOOR PLAN -
PLUMBING

P2-1 BASEMENT FLOOR PLAN AND FIRST FLOOR PLAN - SANITARY

P2-2 SECOND FLOOR PLAN - SANITARY

P2-3 THIRD FLOOR PLAN - SANITARY

P3-1 PLUMBING SCHEDULES AND NOTES

M1-1 BASEMENT DEMOLITION PLAN AND FIRST FLOOR DEMOLITION
PLAN - HVAC

M1-2 BASEMENT FLOOR PLAN AND FIRST FLOOR PLAN - HVAC

ADDITIONS AND RENOVATIONS TO PEARL RIVER COUNTY COURTHOUSE
POPLARVILLE, MISSISSIPPI
COURTHOUSE RENOVATION

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- 1 M1-3 SECOND FLOOR DEMOLITION PLAN AND SECOND FLOOR PLAN -
- 2 HVAC
- 3 M1-4 THIRD FLOOR DEMOLITION PLAN AND THIRD FLOOR PLAN -
- 4 HVAC
- 5 M2-1 BASEMENT FLOOR PLAN AND FIRST FLOOR PLANS - HVAC PIPING
- 6 M2-2 SECOND FLOOR PLAN - HVAC PIPING
- 7 M2-3 THIRD FLOOR PLAN - HVAC PIPING
- 8 M3-1 DETAILS - HVAC
- 9 M3-2 DETAILS - HVAC
- 10 M4-1 SCHEDULES - HVAC
- 11 E0-1 LEGENDS - ELECTRICAL
- 12 E1-1 BASEMENT DEMOLITION PLAN AND FIRST FLOOR DEMOLITION
- 13 PLAN - ELECTRICAL
- 14 E1-2 BASEMENT FLOOR PLAN AND FIRST FLOOR PLAN - LIGHTING
- 15 E1-3 SECOND FLOOR DEMOLITION PLAN AND SECOND FLOOR PLAN -
- 16 LIGHTING
- 17 E1-4 THIRD FLOOR DEMOLITION PLAN AND THIRD FLOOR PLAN -
- 18 LIGHTING
- 19 E2-1 BASEMENT FLOOR PLAN AND FIRST FLOOR PLAN - POWER &
- 20 COMMUNICATIONS
- 21 E2-2 SECOND FLOOR PLAN - POWER & COMMUNICATIONS
- 22 E2-3 THIRD FLOOR PLAN - POWER & COMMUNICATIONS
- 23 E3.1 POWER RISER - ELECTRICAL
- 24 E4.1 PANEL SCHEDULES - ELECTRICAL
- 25 E4.2 PANEL SCHEDULES - ELECTRICAL
- 26
- 27
- 28 END OF SECTION 01 00 3 0

“EXHIBIT B”

INDEX TO SPECIFICATIONS

<u>SECTION NO.</u>	<u>SECTION NAME</u>	<u>PAGES</u>
	INDEX TO SPECIFICATIONS	3
	ARCHITECTURAL TABLE OF CONTENTS	2
	MECHANICAL / ELECTRICAL TABLE OF CONTENTS	1
	REQUEST FOR QUALIFICATIONS FOR CONTRACTORS	4
	ADVERTISEMENT FOR BID	1
	INSTRUCTION TO BIDDERS	3
	PROPOSAL FORM	2
	CONTRACT FORMS	1
	GENERAL CONDITIONS	39
00 80 00	SUPPLEMENTARY CONDITIONS	16
DIVISION ONE - GENERAL REQUIREMENTS		
01 00 30	SCHEDULE OF DRAWINGS	2
01 00 50	SUMMARY OF WORK	5
01 06 80	DEFINITIONS AND STANDARDS	4
01 15 60	SCHEDULES, REPORTS, PAYMENTS	2
01 30 00	SUBMITTALS	4
01 50 00	TEMPORARY FACILITIES	6
01 63 10	PRODUCTS AND SUBSTITUTIONS	6
01 70 00	PROJECT CLOSE-OUT	6
DIVISION TWO - SITE WORK		
02 07 00	SELECTIVE DEMOLITION	5
02 21 40	RESTORATION AND RENOVATION TECHNIQUES	4
02 90 00	LAWN WORK	5
DIVISION FIVE - METALS		
05500	METAL FABRICATIONS	5
DIVISION SIX - WOOD AND PLASTICS		
06 10 10	ROUGH CARPENTRY	6
06 20 00	FINISH CARPENTRY	6
DIVISION SEVEN - THERMAL AND MOISTURE PROTECTION		
07 21 00	INSULATION	3
07 92 50	JOINT SEALERS	7
DIVISION EIGHT - DOOR AND WINDOWS		
08 14 16	FLUSH WOOD DOORS	5
INDEX		1

ADDITIONS AND RENOVATIONS TO PEARL RIVER COUNTY COURTHOUSE
POPLARVILLE, MISSISSIPPI
COURTHOUSE RENOVATION

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1	08 55 50	RESTORATION OF HISTORIC WOOD WINDOWS	15
2	08 70 00	DOOR HARDWARE	5
3			
4	DIVISION NINE - FINISHES		
5			
6	09 25 00	GYPSUM BOARD ASSEMBLIES	10
7	09 31 10	CERAMIC TILE	4
8	09 32 50	SOLID SURFACE	3
9	09 50 00	ACOUSTICAL CEILINGS	4
10	09 65 00	RESILIENT FLOORING AND BASE	6
11	09 68 50	CARPETING	3
12	09 90 00	PAINTING	7
13	09 92 00	LATH AND PLASTER REPAIR	3
14			
15	DIVISION TEN - SPECIALTIES		
16			
17	10 42 60	SPECIALTY SIGNS	2
18	10 80 00	TOILET ACCESSORIES	2
19	10 95 00	MISCELLANEOUS SPECIALTIES	3
20			
21	DIVISION TWENTY-ONE – FIRE SUPPRESSION		
22			
23	21 01 00	FIRE PROTECTION GENERAL PROVISIONS	4
24			
25	DIVISION TWENTY-TWO – PLUMBING		
26			
27	22 01 00	PLUMBING GENERAL PROVISIONS	6
28	22 07 19	PLUMBING INSULATION	5
29	22 11 16	DOMESTIC WATER PIPING AND VALVES	7
30	22 13 16	SANITARY WASTE AND VENT PIPING	5
31	22 13 19	SANITARY WASTE PIPING SPECIALTIES	2
32	22 42 13	COMMERCIAL PLUMBING FIXTURES	3
33			
34	DIVISION TWENTY-THREE – HEATING, VENTILATING, AND AIR		
35	CONDITIONING		
36			
37	23 01 00	GENERAL PROVISIONS OF HVAC SYSTEMS	7
38	23 05 49	BASIC MATERIALS AND METHODS FOR HVAC	3
39	23 07 10	INSULATION	7
40	23 09 33	CONTROLS ELECTRONIC	6
41	23 23 00	REFRIGERANT PIPING SYSTEM	2
42	23 31 10	SHEET METAL DUCTWORK LOW PRESSURE	6
43	23 33 10	SHEET METAL SPECIALTIES	5
44	23 34 30	CEILING CABINET EXHAUST FANS	2
45	23 81 40	AIR-COOLED SPLIT SYSTEM HEAT PUMP	3
46			
47	DIVISION TWENTY-SIX – ELECTRICAL		
48			
49	26 01 00	GENERAL PROVISIONS FOR ELECTRICAL SYSTEMS	9
50	26 05 19	CONDUCTORS 600 VOLT AND BELOW	4
51	26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	2
52	26 05 29	SUPPORTING DEVICES AND HANGERS	2

ADDITIONS AND RENOVATIONS TO PEARL RIVER COUNTY COURTHOUSE
POPLARVILLE, MISSISSIPPI
COURTHOUSE RENOVATION

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1	26 05 34	RACEWAYS AND CONDUIT SYSTEMS	5
2	26 05 35	RACEWAYS SURFACE METAL RACEWAYS	2
3	26 05 37	OUTLET BOXES	3
4	26 05 38	PULL AND JUNCTION BOXES	2
5	26 24 16	PANELBOARDS	3
6	26 27 26	WIRING DEVICES	3
7	26 28 18	SAFETY SWITCHES	2
8	26 32 13	EMERGENCY STANDBY ENGINE GENERATOR SYSTEMS	6
9	26 36 00	AUTOMATIC TRANSFER SWITCH	2
10	26 51 00	INTERIOR LIGHTING AND LAMPS	3
11			
12	DIVISION TWENTY-EIGHT – ELECTRONIC SAFETY AND SECURITY		
13			
14	28 31 00	FIRE ALARM SYSTEM	17
15			
16		TOTAL PAGES	342



AIA Document A312™ – 2010

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Performance Bond

CONTRACTOR:

(Name, legal status and address)

Hanco Corporation
P O Box 17678
Hattiesburg, MS 39404

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Pearl River County Board of Supervisors
207 West Pearl Street
Poplarville, MS 39470

CONSTRUCTION CONTRACT

Date: 2/17/2022

Amount: \$2,690,000.00

Description:

(Name and location)

Additions and Renovations to Pearl River County Courthouse
Poplarville, Mississippi
CN 17-3627A

BOND

Date: 02/17/2022

(Not earlier than Construction Contract Date)

Amount: \$2,690,000.00

Modifications to this Bond: ☒ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)
Hanco Corporation

Signature:
Name and Title: Chris Hudson, President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Liberty Mutual Insurance Company

Signature:
Name and Title: Kimberly B. Barhum, Attorney-in-Fact, MS Resident Agent

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

BXS Insurance
David Fortenberry
16 Thompson Park
Hattiesburg, MS 39401
(601) 544-8703

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402
(601) 271-7711

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

Name and Title:

Signature:

Name and Title:

Address:

Address:

Init.

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User Notes:

(1517310546)

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AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Hanco Corporation
P O Box 17678
Hattiesburg, MS 39404

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)

Pearl River County Board of Supervisors
207 West Pearl Street
Poplarville, MS 39470

CONSTRUCTION CONTRACT

Date: 2/17/2022

Amount: \$2,690,000.00

Description:

(Name and location)

Additions and Renovations to Pearl River County Courthouse
Poplarville, Mississippi
CN 17-3627A

BOND

Date: 02/17/2022

(Not earlier than Construction Contract Date)

Amount: \$2,690,000.00

 Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

 Company: *(Corporate Seal)*
Hanco Corporation

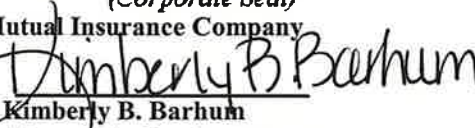
 Signature: 

Name and Chris Hudson

Title: President

(Any additional signatures appear on the last page of this Payment Bond.)
SURETY

 Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

 Signature: 

Name and Kimberly B. Barhum

Title: Attorney-in-Fact, MS Resident Agent

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

BXS Insurance
David Fortenberry
16 Thompson Park
Hattiesburg, MS 39401
(601) 544-8703

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402
(601) 271-7711

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205719-016030**

077

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew P. Underwood; Christopher H. Boone; David Fortenberry; Debbie Dunaway; Dewey B. Mason; James E. Brashier; Jim E. Brashier; Joseph R. Beattie; Kathleen B. Scarborough; Kimberly B. Barhum; Lessie Anderson; Lisa R. Butler; Mary J. Norval; Patrick T. Mason; R. T. Jones; Sharon Tuten; Susan Skrmetta; Troy P. Wagener

all of the city of Gulfport state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 8th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of February, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Caitlin Oldenburg	FAX (A/C, No): 877-288-0152	
	PHONE (A/C, No, Ext): 601-634-4330	E-MAIL ADDRESS: caitlin.oldenburg@bxsi.com	
INSURED Hanco Corporation P.O. Box 17678 Hattiesburg MS 39404	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest National Insurance Company		10120
	INSURER B: Old Republic Insurance Co.		24147
	INSURER C: Markel American Ins. Co.		28932
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 2090993963**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			MWZY31573421	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MWTB31573521	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			XC5EX01318211	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	MWC31573321	5/1/2021	5/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk			MKLM4IM0051904	2/23/2021	2/23/2022	Limit \$3,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S), ANY PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:

Blanket Additional Insured coverage provided applying on a primary and non-contributory basis (Form CGD037 04/05),

Blanket Waiver of Subrogation
See Attached...**CERTIFICATE HOLDER****CANCELLATION**Pearl River County Board of Supervisors
PO BOX 569
Poplarville MS 39470

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED Hanco Corporation P.O. Box 17678 Hattiesburg MS 39404
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket 60 days notice of cancellation

Blanket Additional Insured – Lessors of Leased Equipment (Form CGD458 07/13).

Automobile Liability :

Blanket Additional Insured
 Blanket Waiver of Subrogation (Form CAT353 02/15).

Blanket 60 days notice of cancellation

Workers Compensation:

Blanket Waiver of Subrogation

Blanket Alternate Employer

Blanket 60 days notice of cancellation

Umbrella:

Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation)

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

February 25, 2022

Board of Supervisors,

Please authorize the President to sign the contract documents with Landry, Lewis & Germany on the proposed Multi-Purpose Building.

Thanks,

Adrain



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of February in the year Two Thousand Twenty-Two

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Pearl River County Board of Supervisors
207 West Pearl Street
Poplarville, Mississippi 39470
Telephone Number: 601-403-2300

and the Architect:

(Name, legal status, address and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402
Telephone Number: 601-271-7711

for the following Project:

(Name, location and detailed description)

Multi-Purpose Facility
Pearl River County Board of Supervisors
Poplarville, Mississippi
CN 22-3903

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The be determined

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Adrain Lumpkin

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

N/A

.3 Other, if any:*(List any other consultants and contractors retained by the Owner.)*

To be determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kevin P. Lewis, AIA

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:**.1 Structural Engineer:**

To be determined

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars - Two Million Dollars (\$ One Million Dollars - Two Million Dollars) for each occurrence and One Million Dollars - Two Million Dollars (\$ One Million Dollars - Two Million Dollars) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ One Million Dollars) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ One Million Dollars) each accident, One Million Dollars (\$ One Million Dollars) each employee, and One Million (\$ One Million) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 N/A

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon request

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also

compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or

procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten Percent (10%) of fee for work not completed based on the compensation percentages.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A

- .2 Percentage Basis
(Insert percentage value)

Six (6.00) % of the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty-five percent (25.00%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Principal/Architect at a fixed rate of \$200.00 per hour
 Project Manager at a fixed rate of \$165.00 per hour
 Construction Administration at a fixed rate of \$180.00 per hour
 Senior Drafting at a fixed rate of \$140.00 per hour
 Drafting at a fixed rate of \$115.00 per hour
 Clerical at a fixed rate of \$90.00 per hour

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;

init.

- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty-five percent (25.00 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Init.

Upon execution of this Agreement, the Architect is released to provide schematic design services only to include floor plan, site layout, renderings, and cost estimate. If funding available following schematic design, Owner will notify Architect to complete the contract.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

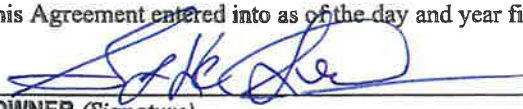
☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Sandy Kane Smith, President
(Printed name and title)


ARCHITECT (Signature)

Kevin P. Lewis, President
(Printed name, title, and license number, if required)

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

February 28, 2022

Board of Supervisors,

Please acknowledge the LexisNexis contract for the law library provided by Pearl River County.
The contract is for a two year period at the current rate.

Thanks,

Adrain

"Subscriber" Name: Pearl River County
Account Number: 1000054KO
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	18
---	-----------

- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
National Primary Plus	1011510	18
Personal Injury Library	1011971	18
Criminal Law Library	1010626	18



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**LEXIS® AMENDMENT FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER)

3.2. During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3. In exchange for access to the Lexis Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
3/1/2022 - 2/28/2023	2024.20
3/1/2023 - 2/29/2024	2024.20

3.4. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

(Initial) **Subscriber elects access to the Alternate Materials**

3.5. Use of Lexis under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 2/28/2022.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and



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**LEXIS® AMENDMENT FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER)

Customer Information (please print or type)		
Organization Name (full legal name)	Pearl River County	
Billing Frequency	☒ Monthly	☐ Annually
Tax Exempt (if yes please provide exemption certificate)	☒ Yes	☐ No
Invoice Contact Person	First & Last Name	Email Address
	on file	
PO # if applicable		
MSA # if applicable		



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**LEXIS® AMENDMENT FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER)

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	Pearl River County
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	<i>Adrian Lumpkin Jr</i>
Printed Name:	<i>Adrian Lumpkin Jr</i>
Job Title:	<i>County Administrator</i>
Date:	<i>2-25-2022</i>
Number of Professional Users:	<i>18</i>

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	_____
Name:	_____
Job Title:	_____
Date:	_____

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

February 28, 2022

Board of Supervisors,

Please acknowledge the signed financing documents with BancorpSouth Equipment Finance for the 2 Kenworth T270 trucks.

Thanks,

Adrain



February 17, 2022

Pearl River County, Mississippi
200 S Main St
Poplarville, MS 39470

Re: Master Lease No. 7023, Schedule No. 048
(2) Two 2022 Kenworth T270 Dump Trucks with Ox Bodies

Please find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

BancorpSouth Equipment Finance
ATTN: Julie Crabtree
1222 Rogers Ave
Fort Smith, AR 72901

*Please be sure to enclose the original Counsel's Opinion Letter along with your original signed documents.

*Please note that BancorpSouth Equipment Finance must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give Jonathan King a call at 228-223-4642.

Sincerely,

A handwritten signature in cursive script that reads "Julie Crabtree".

Julie Crabtree
Sales Support
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document**Instructions**

Resolution

Original or Certified copy
Updated Bank NameSection 1. - Name of person authorized to
sign contractSection 7. - The amount of tax-exempt
obligations (including this contract) made during
this calendar year (since January 1)

Legal Counsel's Opinion -Original

Should be typed on counsel's letterhead -Updated Bank Name

IRS Form 8038-G (or 8038-GC)

No. 2 – List Your Fed. I.D. No., Sign & Date

Disbursement Request Form

Sign & Date

Special Stipulations

Sign & Date

Exhibit A

Lease Schedule

2nd line - Date of Contract

Exhibit B

Sign & Date

Acceptance Notice

2nd line – Date of Contract

Exhibit C

Date of Contract

Sign & Date

Insurance Certificate or Statement

Send proof of insurance

Invoice

☐ Advance rental☒ Payments in arrears**PLEASE RETURN ALL EXECUTED DOCUMENTS TO:****Regular Mail****Municipal Specialist****BancorpSouth Equipment Finance****1222 Rogers Ave****Fort Smith, AR 72901****Overnight Mail****Municipal Specialist****BancorpSouth Equipment Finance****1222 Rogers Ave****Fort Smith, AR 72901**

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of Cadence Bank
12 Thompson Park
Hattiesburg, MS 39401

By: _____

Title: _____

Date: _____

LESSEE: Pearl River County, Mississippi
200 South Main Street
Poplarville, MS 39470

By:  _____

Title:  _____

Date: 2-22-2022 _____

--NONE--

EXHIBIT A

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 048

This Lease Schedule No. 048 to the Equipment Lease-Purchase Agreement dated as of March 5, 2005 (the "Agreement") between BancorpSouth Equipment Finance, a division of Cadence Bank, a Mississippi Corporation (the "Lessor") and Pearl River County, Mississippi (the "Lessee"), acting by and through the Board of Supervisors, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at 200 South Main Street, POPLARVILLE, MS 39470.

3. Original Rental Term. The term of the Agreement shall be 5 years .

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of \$195,000.00 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 2.24 percent per annum as provided thereby.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the _____ day of _____.

LESSOR:

LESSEE:

BancorpSouth Equipment Finance, a division
of Cadence Bank

Pearl River County, Mississippi

By: _____

By:  _____

Title: _____

Title:  _____

EXHIBIT B

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 2.240%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	02/17/2022	195,000.00	1		
2	Lease Payment	03/17/2022	3,438.43	60	Monthly	02/17/2027

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Interest	Principal	Balance
Lease	02/17/2022				195,000.00
1	03/17/2022	3,438.43	364.00	3,074.43	191,925.57
2	04/17/2022	3,438.43	358.26	3,080.17	188,845.40
3	05/17/2022	3,438.43	352.51	3,085.92	185,759.48
4	06/17/2022	3,438.43	346.75	3,091.68	182,667.80
5	07/17/2022	3,438.43	340.98	3,097.45	179,570.35
6	08/17/2022	3,438.43	335.20	3,103.23	176,467.12
7	09/17/2022	3,438.43	329.41	3,109.02	173,358.10
8	10/17/2022	3,438.43	323.60	3,114.83	170,243.27
9	11/17/2022	3,438.43	317.79	3,120.64	167,122.63
10	12/17/2022	3,438.43	311.96	3,126.47	163,996.16
2022 Totals		34,384.30	3,380.46	31,003.84	
11	01/17/2023	3,438.43	306.13	3,132.30	160,863.86
12	02/17/2023	3,438.43	300.28	3,138.15	157,725.71
13	03/17/2023	3,438.43	294.42	3,144.01	154,581.70
14	04/17/2023	3,438.43	288.55	3,149.88	151,431.82
15	05/17/2023	3,438.43	282.67	3,155.76	148,276.06
16	06/17/2023	3,438.43	276.78	3,161.65	145,114.41
17	07/17/2023	3,438.43	270.88	3,167.55	141,946.86
18	08/17/2023	3,438.43	264.97	3,173.46	138,773.40
19	09/17/2023	3,438.43	259.04	3,179.39	135,594.01
20	10/17/2023	3,438.43	253.11	3,185.32	132,408.69
21	11/17/2023	3,438.43	247.16	3,191.27	129,217.42
22	12/17/2023	3,438.43	241.21	3,197.22	126,020.20
2023 Totals		41,261.16	3,285.20	37,975.96	
23	01/17/2024	3,438.43	235.24	3,203.19	122,817.01
24	02/17/2024	3,438.43	229.26	3,209.17	119,607.84
25	03/17/2024	3,438.43	223.27	3,215.16	116,392.68

	Date	Lease Payment	Interest	Principal	Balance
26	04/17/2024	3,438.43	217.27	3,221.16	113,171.52
27	05/17/2024	3,438.43	211.25	3,227.18	109,944.34
28	06/17/2024	3,438.43	205.23	3,233.20	106,711.14
29	07/17/2024	3,438.43	199.19	3,239.24	103,471.90
30	08/17/2024	3,438.43	193.15	3,245.28	100,226.62
31	09/17/2024	3,438.43	187.09	3,251.34	96,975.28
32	10/17/2024	3,438.43	181.02	3,257.41	93,717.87
33	11/17/2024	3,438.43	174.94	3,263.49	90,454.38
34	12/17/2024	3,438.43	168.85	3,269.58	87,184.80
2024 Totals		41,261.16	2,425.76	38,835.40	
35	01/17/2025	3,438.43	162.74	3,275.69	83,909.11
36	02/17/2025	3,438.43	156.63	3,281.80	80,627.31
37	03/17/2025	3,438.43	150.50	3,287.93	77,339.38
38	04/17/2025	3,438.43	144.37	3,294.06	74,045.32
39	05/17/2025	3,438.43	138.22	3,300.21	70,745.11
40	06/17/2025	3,438.43	132.06	3,306.37	67,438.74
41	07/17/2025	3,438.43	125.89	3,312.54	64,126.20
42	08/17/2025	3,438.43	119.70	3,318.73	60,807.47
43	09/17/2025	3,438.43	113.51	3,324.92	57,482.55
44	10/17/2025	3,438.43	107.30	3,331.13	54,151.42
45	11/17/2025	3,438.43	101.08	3,337.35	50,814.07
46	12/17/2025	3,438.43	94.85	3,343.58	47,470.49
2025 Totals		41,261.16	1,546.85	39,714.31	
47	01/17/2026	3,438.43	88.61	3,349.82	44,120.67
48	02/17/2026	3,438.43	82.36	3,356.07	40,764.60
49	03/17/2026	3,438.43	76.09	3,362.34	37,402.26
50	04/17/2026	3,438.43	69.82	3,368.61	34,033.65
51	05/17/2026	3,438.43	63.53	3,374.90	30,658.75
52	06/17/2026	3,438.43	57.23	3,381.20	27,277.55
53	07/17/2026	3,438.43	50.92	3,387.51	23,890.04
54	08/17/2026	3,438.43	44.59	3,393.84	20,496.20
55	09/17/2026	3,438.43	38.26	3,400.17	17,096.03
56	10/17/2026	3,438.43	31.91	3,406.52	13,689.51
57	11/17/2026	3,438.43	25.55	3,412.88	10,276.63
58	12/17/2026	3,438.43	19.18	3,419.25	6,857.38
2026 Totals		41,261.16	648.05	40,613.11	
59	01/17/2027	3,438.43	12.80	3,425.63	3,431.75
60	02/17/2027	3,438.43	6.68	3,431.75	0.00
2027 Totals		6,876.86	19.48	6,857.38	
Grand Totals		206,305.80	11,305.80	195,000.00	

EXHIBIT B-1

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Pearl River County, Mississippi

Master Lease Number: 7023

Schedule Number: 48

One (1) 2022 Kenworth T270 Truck (VIN: 2NKHHM6X4NM137135) with OX Dump Body
(s/n: SY220702510051878AL)

One (1) 2022 Kenworth T270 Truck (VIN: 2NKHHM6X6NM137136) with OX Dump Body
(s/n: SY220702510052300AL)

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of Cadence Bank

RE: Equipment Lease-Purchase Agreement dated as of March 5, 2005 .

Pearl River County, Mississippi (the "Lessee"), acting by and through the Board of Supervisors, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of March 5, 2005 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s') invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

Pearl River County, Mississippi

By:

Title:

Date:





EXHIBIT C-1

Pearl River County, Mississippi

Master Lease Number: 7023

Schedule Number: 48

One (1) 2022 Kenworth T270 Truck (VIN: 2NKHHM6X4NM137135) with OX Dump Body
(s/n: SY220702510051878AL)

One (1) 2022 Kenworth T270 Truck (VIN: 2NKHHM6X6NM137136) with OX Dump Body
(s/n: SY220702510052300AL)

DISBURSEMENT REQUEST

Pursuant to that certain Municipal Lease Contract No. 002-0070049-048 dated effective
between Pearl River County, Mississippi
and BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK, the parties hereto hereby
request disbursement of funds in the amount and manner described below.

Please disburse to: Kenworth of Mississippi

Amount to disburse: \$195,000.00

Form of disbursement: Wire

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which
is and shall be considered an original for all intents and purposes, effective as of the date first written above.

Signature:



Printed Name:

Adrain Lumpkin, Jr

Title:

County Administrator

Date:

2-22-2022

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Board of Supervisors, the Governing Body (the "Governing Body") of Pearl River County, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of Cadence Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and

4. It is necessary for the Lessee to approve and authorize the Agreement.

5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year _____, Lessee has designated \$ _____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, Perry moved that the foregoing resolution be adopted, Spence seconded the motion for its adoption. The President put the question to a roll call vote and the result was as follows:

<u>Hart</u>	Voted: <u>Yes</u>
<u>Perry</u>	Voted: <u>Yes</u>
<u>Holliday</u>	Voted: <u>Yes</u>
<u>Spence</u>	Voted: <u>Yes</u>
<u>Smith</u>	Voted: <u>Yes</u>
_____	Voted: _____
_____	Voted: _____

The motion having received the affirmative vote of all members present, the President declared the motion carried and the resolution adopted this the 16th day of February, 2022.


(presiding officer), Title
SANDY KANE SMITH
PRESIDENT.

ATTEST:
Melinda S. Bowman by
(SEAL) Acie Jamillion, DC



**THIS IS A FORM FOR THE COUNSEL'S OPINION FOR LEASE-PURCHASE. THIS
LETTER SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**

BancorpSouth Equipment Finance,
a division of Cadence Bank
12 Thompson Park
Hattiesburg, MS 39401

Re: Lease-Purchase of Equipment by
Pearl River County, Mississippi
Schedule No. 048 to Master Lease No. 7023

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between Pearl River County, Mississippi (the "Lessee") and the Board of Supervisors (the "Governing Body") and BancorpSouth Equipment Finance, a division of Cadence Bank (the "Lessor") dated March 5, 2005.

We have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee, and other persons as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

1. Lessee and the Governing Body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.
2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.
3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purposes.
4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under present law:
 - (a) The Agreement is a conditional sales agreement which qualifies as an obligation for

purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings hereunder.

(b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury Regulations and rulings thereunder.

5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sole benefit of, and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without our prior written consent.

Sincerely,

BancorpSouth Equipment Finance, a division of Cadence Bank

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize BancorpSouth Equipment Finance, a division of Cadence Bank to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name Pearl River County, Mississippi

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

Please provide the contract number*** to which this payment will be applied:

Contract Number 002-0070049-048 Payment Amount \$ 3,438.43

This authorization is to remain in full force and effect until the Bank listed above or BancorpSouth Equipment Finance, a division of Cadence Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) _____ Signature _____
(Please Print)

(Please Print) Signature _____

Date _____

*****Please note that for each contract individually, a form must be filled out and signed*****

TO BE COMPLETED BY INSURANCE AGENT**CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT**

This is to certify that the policies enumerated below have been issued to the Named Insured (Lessee).

Pearl River County, Mississippi

200 South Main Street

Poplarville, MS 39470

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2022 Kenworth T270 Truck (VIN: 2NKHHM6X4NM137135) with OX Dump Body (s/n: SY220702510051878AL), One (1) 2022 Kenworth T270 Truck (VIN: 2NKHHM6X6NM137136) with OX Dump Body (s/n: SY220702510052300AL)

Lessee shall maintain:

ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including BancorpSouth Equipment Finance, a division of Cadence Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to BancorpSouth Equipment Finance, a division of Cadence Bank and the Lessee.

Policy Number _____

Insurance Company _____

Policy Period Effective Date _____ Expiration Date _____

Amount of Insurance _____ Deductible (if any) 5,000 (MAX) _____

The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to: BancorpSouth Equipment Finance, a division of Cadence Bank
12 Thompson Park
Hattiesburg, MS 39401

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to BancorpSouth Equipment Finance, a division of Cadence Bank. Please forward to BXSEF via email: bxsefinfo@bxs.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

(SIGNATURE OF INSURANCE REPRESENTATIVE)

DATE

PHONE

CERTIFICATE OF COVERAGE

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENTS BELOW

DATE OF ISSUANCE

February 17, 2022

COVERED MEMBER

Pearl River County Board of Supervisors
P.O. Box 569
Poplarville, Mississippi 39470

COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:

THE MISSISSIPPI ASSOCIATION OF SUPERVISORS
INSURANCE TRUST
793 NORTH PRESIDENT STREET
JACKSON, MS 39202

JOINT SELF INSURANCE POOL FORMED UNDER MISSISSIPPI CODE
ANNOTATED SECTIONS 11-46-17 AND 19-7-7

COVERAGES:

THIS IS TO CERTIFY THAT THE AGREEMENTS WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE TRUST MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY SOURCES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY				
Not Subject to Tort Act				
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES	636-MASIT-2021-1	4/1/2021	3/31/2022	\$500,000
Not Subject to Tort Act				\$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT	636-MASIT-2021-1	4/1/2021	3/31/2022	\$1,100,000.000
				\$1,000 Comprehensive Deductible
				\$1,000 Collision Deductible

OTHER

Leased, Borrowed or Rented Equipment

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is listed as Loss Payee as respects to:
2022 Kenworth T270 2NKHMM6X6NM137136 \$97,500
2022 Kenworth T270 2NKHMM6X4NM137135 \$97,500

CERTIFICATE HOLDER

Bancorp South Equipment Finance
12 Thompson Park
Hattiesburg, Mississippi 39401

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE AGREEMENTS BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE COVERAGE AGREEMENT.

AUTHORIZED REPRESENTATIVE



Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name Pearl River County, Mississippi		2 Issuer's employer identification number (EIN) 64-6000952	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 200 South Main St	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Poplarville, MS 39470		7 Date of issue	
8 Name of issue Municipal Lease Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► (2) Two 2022 Kenworth T270 Dump Trucks with Ox Bodies	18	195,000. 00
19a If bonds are TANs or RANs, check only box 19a	►	☐
b If bonds are BANs, check only box 19b	►	☐
20 If bonds are in the form of a lease or installment sale, check box	►	☐

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$ 195,000.00	\$	5 years	2.24 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

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Part VI Miscellaneous

- | | | | |
|--|------------|--|--------------------------|
| 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | | |
| 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions | 36a | | |
| b Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____ | | | |
| c Enter the name of the GIC provider ► _____ | | | |
| 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units | 37 | | |
| 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information: | | | |
| b Enter the date of the master pool bond ► (MM/DD/YYYY) _____ | | | |
| c Enter the EIN of the issuer of the master pool bond ► _____ | | | |
| d Enter the name of the issuer of the master pool bond ► _____ | | | |
| 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box | | | ☐ |
| 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box | | | ☐ |
| 41a If the issuer has identified a hedge, check here ► ☐ and enter the following information: | | | |
| b Name of hedge provider ► _____ | | | |
| c Type of hedge ► _____ | | | |
| d Term of hedge ► _____ | | | |
| 42 If the issuer has superintegrated the hedge, check box | | | ☐ |
| 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box | | | ☐ |
| 44 If the issuer has established written procedures to monitor the requirements of section 148, check box | | | ☐ |
| 45a If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement | | | |
| b Enter the date the official intent was adopted ► (MM/DD/YYYY) _____ | | | |

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

2-22-2022

Date

Adrain Lumpkin Jr.
County Administrator

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			



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Williams, Williams & Montgomery, P. A.**ATTORNEYS AT LAW****109 W. Erlanger Street****P. O. Box 113****Poplarville, Mississippi 39470****Telephone (601) 795-4572****Fax (601) 795-0365****www.wwmattorneys.com**POPLARVILLE

Joseph H. Montgomery

E. Bragg Williams, III

Michael E. Patten

Gregory P. Holcomb

E. B. Williams 1890-1976

E. B. Williams, Jr. 1917-1990

Lampton O. Williams 1918-2015

HATTIESBURG

L. O'Neal Williams, Jr.

Cory M. Williams

140 Mayfair Road

Suite 1100

Hattiesburg, MS 39402

Telephone (601) 271-7943

Fax (601) 271-7875

February 16, 2022

BancorpSouth Equipment Finance,
a division of Cadence Bank
12 Thompson Park
Hattiesburg, MS 39401

**Re: Lease-Purchase of Equipment by Pearl River County, Mississippi
Schedule No. 048 to Master Lease No. 7023**

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between Pearl River County, Mississippi (the "Lessee"), the Board of Supervisors (the "Governing Body"), and BancorpSouth Equipment Finance, a division of Cadence Bank (the "Lessor") dated March 5, 2005.

We have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee, and other persons, as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

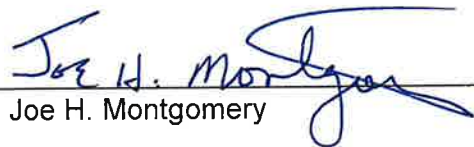
1. Lessee and the Governing body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to, any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.
2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purposes.
4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under present law:
 - (a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury regulations and rulings hereunder.
 - (b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury regulations and rulings thereunder.
5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sole benefit of, and may be relied upon by the Lessor and its assigns, and are not to be delivered to or relied upon by any other party without our prior written consent.

Sincerely,

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By: 
Joe H. Montgomery

Its: Attorney

JHM:lal

Title Guarantee Letter

Kenworth of Mississippi, Inc
330 Leggett Dr
Richland, MS 39218

RE: Pearl River County, Mississippi

To whom it may concern,

This letter guarantees that upon receipt of \$ 195,000.00, per invoice no(s)
05JA14281

issued to purchase the following titled vehicles/trailers:

One (1) 2022 Kenworth T270 Truck (VIN: 2NKHHM6X4NM137135) with OX Dump Body (s/n: SY220702510051878AL)
One (1) 2022 Kenworth T270 Truck (VIN: 2NKHHM6X6NM137136) with OX Dump Body (s/n: SY220702510052300AL)

We will process and priority/overnight our MSO/Title (whichever is applicable) within 5 business days with your lien listed as indicated below.

BancorpSouth Equipment Finance
12 Thompson Park
Hattiesburg, MS 39401

Mailing address as listed above

Authorized By:

Representative of:

Pearl River County

Return to: _____

Via fax: 800-322-1611

Email: julie.crabtree@bxs.com

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



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HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

February 28, 2022

Board of Supervisors,

Please approve the transfer of \$674,975.00 from the General Fund to the Jail Debt Service Fund.
This is the final payment.

Thanks,

A handwritten signature in blue ink, appearing to read "Adrain", is written over the printed name "Adrain".

Adrain



HANCOCK
WHITNEY

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INVOICE
CORPORATE TRUST DEPARTMENT
02/02/2022

PEARL RIVER COUNTY
ATTN: CHANCERY CLERK
P.O. BOX 569
POPLARVILLE MS 39470

Re: PEARL RIVER COUNTY, MS GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2011
DATED 11/17/2011 \$6,470,000

FOR DEBT SERVICE PAYMENT DUE: 04/01/2022

200-100-800

200-100-802

PRINCIPAL DUE: \$	665,000.00
INTEREST DUE: \$	9,975.00

TOTAL DEBT SERVICE DUE: \$	674,975.00
----------------------------	------------

PAYMENT BY CHECK MUST BE RECEIVED
PAYMENT BY WIRE MUST BE RECEIVED
ALL LATE PAYMENTS WILL BE PENALIZED

DATE PRIOR TO 11:00 AM CST.

BY CHECK:

HANCOCK WHITNEY BANK
ATTN: CORP TRUST SERVICES
P O BOX 4019
GULFPORT MS 39502

BY WIRE:

HANCOCK WHITNEY BANK
ATTN: CORP TRUST SERVICES
ABA# 065400153 Acct # 16504248

REF: PEARLCOREF11

Prepared By:

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

Return To:

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

RESIDENTIAL LEASE
16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 10th day of February, 2022 by and between the LESSOR,

PEARL RIVER COUNTY SCHOOL DISTRICT

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

and LESSEE,

RANDY ULMER

3027 HWY. 43 S.

PICAYUNEMS 39466

(601) 337-7656

INDEXING INSTRUCTIONS:

WITNESSETH:

That, for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease, let and rent unto LESSEE the following classified "Residential lands", situated in PEARL RIVER County, Mississippi (hereinafter called the "Leased Premises") and described as:

Section 16 Township 6S Range 16W

SEE SURVEY AND DESCRIPTION ATTACHED AS EXHIBIT "A" TO THIS LEASE

1. Term. The term of this Lease Agreement shall be for Twenty-Five (25) years, beginning on the 10th day of February, 2022, and terminating on the 9th day of February, 2047 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be February 10th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from February 10, 2047, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Rental Amount. LESSEE agrees and covenants to pay or cause to be paid to LESSOR annually, on or before the Anniversary Date of this Lease Agreement each year during the term hereof, rentals in the amount of One Thousand Five Hundred and Sixty-Two dollars and Fifty cents (\$ 1562.50). The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date. Subsequent payment of annual rent shall be due on or before the Anniversary Date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to

five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The Eighth and every subsequent Eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

- a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.
- b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
 1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
 2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of

LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.
- c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- f. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
- g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for

collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

6. Improvements. LESSEE agrees, at LESSEE'S own cost and expense, to keep all improvements in a good state of repair at all times and maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of LESSEE'S improvements on the land as LESSEE may in his sole discretion elect so to do, and LESSOR, while this Lease or any extensions thereof continues in force and effect, shall have no ownership interest in any of LESSEE'S improvements. If any improvements are removed, LESSEE shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. LESSEE shall have the right to construct new or replacement buildings or structures on the Leased Premises. In the event construction is contemplated, LESSEE shall submit a description of the general nature of the proposed improvement and its intended use to LESSOR for approval, which approval shall not be unreasonably withheld.

7. Default. The parties herein expressly agree that if default shall be made in the payment of any tax assessment or other charge made pursuant to this Lease Agreement, then and in any such event of default, it shall be lawful for LESSOR, its legal representatives or assigns, to enter upon the Leased Premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on LESSEE herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice to LESSEE. Invalidity of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

8. Forfeiture. In the event of any forfeiture, default or cancellation of this Lease Agreement or termination under the terms hereof as aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease had not been made; and in addition thereto, LESSOR shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non fulfillment or nonperformance of the terms and conditions of this Lease. LESSEE shall pay to LESSOR all costs of collection of rent or enforcement of this Lease Agreement, including expenses of litigation and attorneys fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, LESSOR shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Agreement, when termination is by the expiration of the full term, but not in the event of default.

9. Waste. LESSEE shall be responsible for any waste or damages that may be caused to LESSOR's property by the activities of LESSEE under this Lease Agreement, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE shall further comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this Lease Agreement. This obligation shall include, but not be limited to, compliance with federal, state and local environmental, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of soils, air or water arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this lease.

10. Indemnity. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees, or invitees; provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents.

11. Right to Cure. Notwithstanding any DEFAULT of this Lease Agreement, any present or future holder of a mortgage or deed of trust representing money loaned on facilities located

on the Leased Premises shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder shall have reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default, or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. Enjoyment. LESSEE shall have quiet and peaceable possession as long as compliance is made by LESSEE with the terms of this Lease Agreement. LESSEE, his heirs successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease agreement. LESSEE certifies that there are no other dwellings on the Leased Premises other than LESSEE'S dwelling.

13. Reservation. LESSOR reserves title to all timber, the right to harvest said timber at LESSOR's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed or operated in a manner so as not to unreasonably interfere with LESSEE'S use of the property.

14. Mortgage. Any recorded mortgages or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof will receive all the rights and privileges of a LESSEE and likewise assume all responsibilities of a LESSEE as if such purchaser or transferee had initially been a LESSEE under this Lease Agreement.

15. Condemnation. In the event of condemnation or other taking for public use under powers of eminent domain of all or part of LESSEE'S interest in the Leased Premises, payments for such condemnation or taking of LESSEE'S leasehold interest shall be payable to LESSEE, or, if the LESSEE'S promises are encumbered by a mortgage or Deed of Trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or Deed of Trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which LESSEE is entitled. The payment must not be less than the total award less the value of the land considered as unimproved.

16. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either

party may change the persons or addresses to whom notice may be given.

16th Section Manager

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

To LESSEE:

RANDY ULMER

3027 HWY. 43 S.

PICAYUNEMS 39466

(601) 337-7656

17. Filing. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of PEARL RIVER, Mississippi.

21. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

22. Supervisory Trustee. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR

fails to do in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

23. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

24. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 10 day of February, 2022

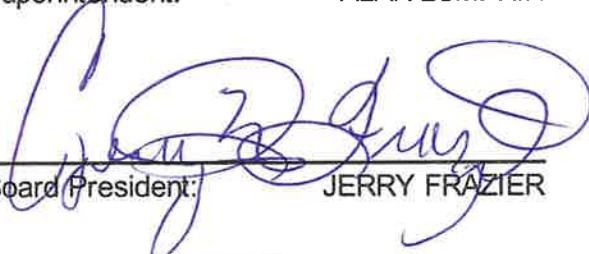
Signed, Sealed and Delivered in the Presence of:

LESSOR:

PEARL RIVER COUNTY SCHOOL
DISTRICT



Superintendent: ALAN LUMPKIN



Board President: JERRY FRAZIER

LESSEE:



Printed Name: Randy Ulmer

APPROVED:

Pearl River

County Board of Supervisors



President: SANDY KAPE SMITH

Michael Watson

Secretary of State:
Michael Watson

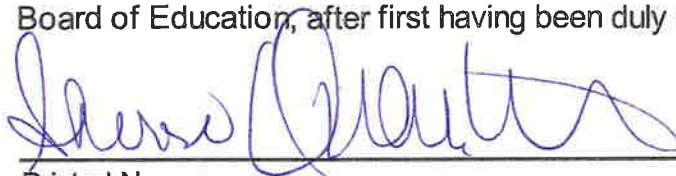
ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this day of , 2 , within my jurisdiction, the within named ALAN LUMPKIN, Superintendent of Schools and JERRY FRAZIER, school board President of the PEARL RIVER COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the PEARL RIVER COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.



Printed Name:

(Notary Public)

My Commission Expires:

June 11, 2022



(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for the said county and state, on this the 7 day of MARCH, 2022 within my jurisdiction, the within named SANDY KANE SMITH, who acknowledged to me that he / she is the President of the Board of Supervisors of PEARL RIVER County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.



Printed Name:

(Notary Public)

My Commission Expires:

Jan 4, 2024



(Affix official seal, if applicable)

ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this the 22 day of February, 2022, within my jurisdiction, the within named Randy Ulmer, who acknowledged that he / she executed the above and foregoing instrument.

Teresa Quave
Printed Name:

(Notary Public)

My Commission Expires:

8-23-2023

STATE OF MISSISSIPPI
COUNTY OF _____ PEARL RIVER

Personally appeared before me the undersigned authority in and for said county and state,
on this the _____ day of _____, 2____, within my jurisdiction, the within named
_____, who acknowledged to me that he /
she is the _____ of
_____, and that in said representative capacity he
/ she executed the above and foregoing instrument, after first having been duly authorized so
to do.

Printed Name: _____

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

148

2.5 ACRES IN 16-6S-16W, PEARL RIVER COUNTY, MS, COMMENCING FROM THE CORNER MARKER OF THE SE CORNER; THENCE RUN N 712.5 Feet TO THE PT. OF BEGINNING (P.O.B.); THENCE RUN North 164 FT; THENCE RUN North 87 DEGREES West 628.13 FT; THENCE RUN South 198 FT; THENCE run East 626 Feet TO THE P.O.B, containing 2.5 acres, more or less.

EXHIBIT "B": ADDITIONAL PROVISIONS

149

NONE

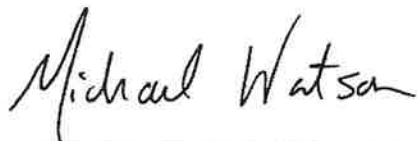
SIGNATURE ADDENDUM

150

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this RESIDENTIAL Lease Agreement between

PEARL RIVER COUNTY SCHOOL DISTRICT

as LESSOR and RANDY ULMER as LESSEE with a rent amount of \$ 1562.50 dated 10th day of February, 2022 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the PEARL RIVER COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

151

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

March 2, 2022

Board of Supervisors,

Please approve Shawn Wise to sign requisitions for the following departments:

Emergency Management Department
Volunteer Fire Departments

Thanks,

Adrain

ORDER TO APPROVE TRAVEL

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of travel for county employees and officials.

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve travel for the following listed officials and county employees to attend various workshops, seminars and meetings listed below and that reimbursement for any expenses incurred be and is hereby approved, including, but not limited to, travel, meals, lodging registration fees and other expenses incidental to said workshops, seminars, and meetings.

Veterans Service Officer, Cindy Smith to CVSO meeting in Flowood, MS on March 10-11, 2022.

Richelle Lumpkin, Mona Martin, Susan Cavanaugh, Scott Hillery, Tyler Alexander, and Lisa McGloflin to Hope Summit in Jackson, MS on March 21-22, 2022.

Randy Messa and Marc Ogden to Polygraph Examiners Seminar in Biloxi, MS on May 16-18, 2022.

Brittany Duncan, Kelli Herrin, Kaeleigh Bourgeois and Erynn Smith Hoda to Collector of Revenue I School in Biloxi, MS on March 28 - April 1, 2022.

Tina Ladner and Penny Fleming to Certified Appraisers School in Starkville, MS on May 2-6 and May 16-20, 2022.

Brooke Spiers and Kim Moore to take IAAO class 402 in Baton Rouge, LA on June 19-24, 2022.

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

Cindy Lee

From: Cindy Smith
Sent: Wednesday, February 16, 2022 10:45 AM
To: Cindy Lee
Subject: FW: Meeting 03/10/22-03/11/2022

Can you put this on the Board Agenda for travel to CVSO meeting, 03/10/22 -03/11/2022.

Thanks,

Cindy Smith

From: Julia M. Encalade <vetoff2@co.harrison.ms.us>
Sent: Wednesday, February 16, 2022 10:42 AM
To: Cindy Smith <cindys@pearlrivercounty.net>
Subject: FW: Meeting 03/10/22-03/11/2022

From: Julia M. Encalade
Sent: Wednesday, February 16, 2022 10:26 AM
To: veterans <veterans@adamscountymms.gov>; DeAnna Carter <dcarter@co.alcorn.ms.us>;
 smeeks@alcorn.ms.usmendal.kemp@madison-
 co.comSarahlou83@gmail.comphopson@grpdd.cindys@pearlrivercounty.nettgales@co.washington.ms.us
Subject: FW: Meeting 03/10/22-03/11/2022

Hello Everyone!

It's my pleasure to invite you to the Mississippi Association of County Veterans meeting to be held on March 10th and 11th. The Association will cover the room cost for the over night stay. I am asking that you please RSVP, in order that your room is covered in the room block.

This meeting will provide an opportunity for the State Association to help with the many challenges that face our Veterans in our State, along with Big VA. I'm hoping to see all you. I have included the hotel information in this email. Hampton Inn Flowood.

March 10th- 12:00-5:00

March 11th 8:30-12:00

If you have any questions, please do not hesitate to give me a call. (228) 236-7391

Julia Encalade, Harrison County VSO
 President of the MS Association of County Veterans

From: veterans <veterans@adamscountymms.gov>
Sent: Tuesday, February 8, 2022 10:50 AM
To: Julia M. Encalade <vetoff2@co.harrison.ms.us>
Subject: RE: Meeting 03/10/22-03/11/2022

STATE of MISSISSIPPI

154



Tonya Tynes, CCA
Court Administrator
Mona Martin, CCA
Youth Court Administrator
Chelsey Maywalt
Staff Attorney

PEARL RIVER COUNTY
Judge Richelle Lumpkin
County and Youth Court

Post Office Box 1746
Picayune, MS 39466

Phone: 601-749-7720
Fax: 601-749-7725

February 28, 2022

To: The Honorable Board of Supervisors of Pearl River County, Mississippi

Please acknowledge upon the minutes the following matters concerning the County Court Department.

In and for your consideration, approval of lodging, travel, and meals associated with the following travel:

Name: Richelle Lumpkin, Mona Martin, Susan Cavanaugh, Scott Hillery, Tyler Alexander, and Lisa McGloflin
What: Hope Summit
When: March 21 & 22, 2022
Where: Mississippi Trade Mart
1200 Mississippi Street
Jackson, MS 39202

They will travel in their private vehicle.

Thank you,

A handwritten signature in blue ink, appearing to read "Richelle Lumpkin", written over a horizontal line.

Richelle Lumpkin,
Pearl River County Court Judge



155

PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

March 2, 2022

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following matters concerning the Sheriff's Department.

In and for your consideration approval of travel, issuance of checks for registration and reimbursement of costs associated with the following training.

Name: Randy Messa
Marc Ogden
What: Mississippi Association of Polygraph Examiners 2022 Seminar
When: May 16 – 18, 2022
Where: IP Casino Resort, Biloxi, MS 39530
Please mail check one month in advance for \$466.00 for both rooms
Registration: \$150.00 each
Payable and mail to: MS Association of Polygraph Examiners
Post Office Box 898
Petal, MS 39465

Messa and Ogden will travel in assigned county vehicles.

Thank You,



David Allison, Sheriff



2022 SEMINAR
May 16-18, 2022
IP CASINO 850 Bayview Avenue BILOXI MISSISSIPPI 39530

Name: Marc A. Ogden Sr.
 License #: 40 State(s): Ms. Intern: Yes ___ No ☒
 Address: _____
 City: Picayune State: Ms Zip: 39466
 Telephone: _____ (home) _____ (business) 601-403-2542
 Email: MOgden@pearlrivercounty.net
 Agency: Pearl River County Sheriff Rank/Title: Major
 I certify the above information is true and correct.
 Signature: [Signature] Date: 01-24-22

Upon receipt of seminar fees each member will be emailed a receipt.

☒ MAPE MEMBER (3) DAY \$150.00 (24 hour CEUs)
☐ NON-MAPE MEMBER (3) DAY \$225.00 (24 hour CEUs)

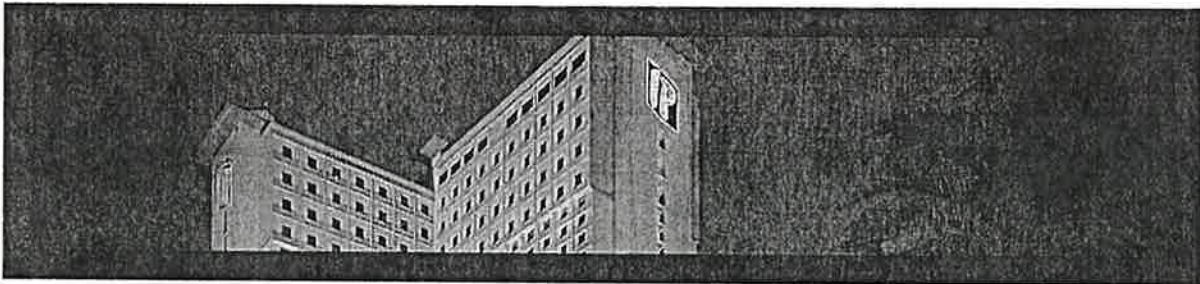
I will be staying at the IP Casino Hotel for duration of seminar ☒ Yes ___ No
 Hotel reservations can be made by calling (1-888-946-2847 #1). The room rate will be \$89.99 plus resort fees and taxes. As soon as I get a promo code, I will forward it to the association.

Mississippi Association of Polygraph Examiners
 Post Office Box 898
 Petal, MS 39465

From: IP Casino Resort Spa <donotreply@boydgamingmail.com>
Sent: Tuesday, February 22, 2022 4:10 PM
To: MARC OGDEN
Subject: IP Casino Resort Spa Reservation Confirmation



Casino • Resort • Spa



Dear MARC OGDEN ,

Please take a moment to review your reservation information below. You can make changes to this reservation by calling 1-888-946-2847.

Here are your reservation details:

\$233.00

- Name: MARC OGDEN
- Confirmation Number: **FR52J**
- Arrival Date: Monday, 05/16/2022
- Departure Date: Wednesday, 05/18/2022
- Check-in Time: 04:00 PM
- Check-out Time: 11:00 AM
- Number of Nights: 2
- Number of Rooms: 1
- Room Type: IP/D1
- Room Description: STD KING NONSMK



2022 SEMINAR
May 16-18, 2022
IP CASINO 850 Bayview Avenue BILOXI MISSISSIPPI 39530

Name: Randy Messa
License #: 78 State(s): MS Intern: Yes ___ No X
Address: _____
City: _____ State: MS Zip: 39455 (39455)
Telephone: _____
(home) _____ (business) 601 403 2515
Email: investigatorrandymessa@yahoo.com
Agency: Pearl River County S.O. Rank/Title: Investigator

I certify the above information is true and correct.

Signature: Randy Messa Date: 1-24-2022

Upon receipt of seminar fees each member will be emailed a receipt.

X MAPE MEMBER (3) DAY \$150.00 (24 hour CEUs)
____ NON-MAPE MEMBER (3) DAY \$225.00 (24 hour CEUs)

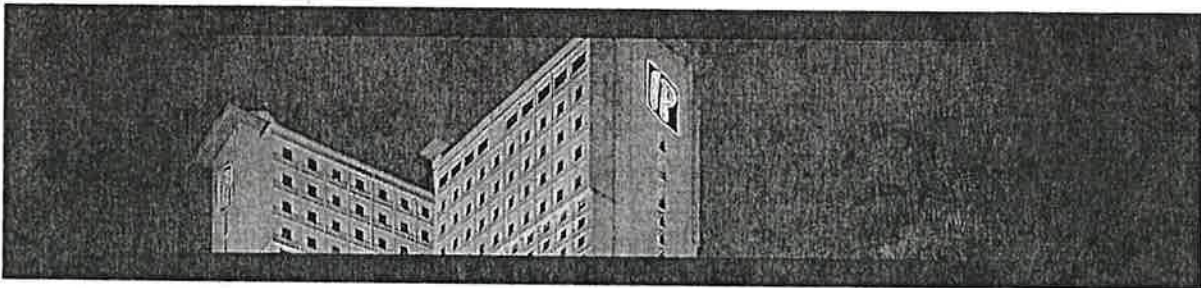
I will be staying at the IP Casino Hotel for duration of seminar X Yes ___ No
Hotel reservations can be made by calling (1-888-946-2847 #1). The room rate will be \$89.99 plus resort fees and taxes. As soon as I get a promo code, I will forward it to the association.

Mississippi Association of Polygraph Examiners
Post Office Box 898
Petal, MS 39465

From: IP Casino Resort Spa <donotreply@boydgamingmail.com>
Sent: Tuesday, February 22, 2022 4:10 PM
To: RANDY MESSA
Subject: IP Casino Resort Spa Reservation Confirmation



Casino • Resort • Spa



Dear RANDY MESSA ,

Please take a moment to review your reservation information below. You can make changes to this reservation by calling 1-888-946-2847.

Here are your reservation details:

\$233.00

- Name: RANDY MESSA
- Confirmation Number: **V6MBG**
- Arrival Date: Monday, 05/16/2022
- Departure Date: Wednesday, 05/18/2022
- Check-in Time: 04:00 PM
- Check-out Time: 11:00 AM
- Number of Nights: 2
- Number of Rooms: 1
- Room Type: IP/D1
- Room Description: STD KING NONSMK

Pearl River County
Tax Assessor/Collector

P. O. Box 569
Poplarville, MS
601-403-2300

February 11, 2022

Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Please record approved travel for Brittany Duncan, Kelli Herrin, Kaeleigh Bourgeois and Erynn Smith Hoda for March 28th – April 1st to Biloxi, MS for Collector of Revenue I School. Please authorize the Clerk of the Board to issue warrants for course, hotel registration and travel costs.

Sincerely,

A handwritten signature in cursive script that reads "Gary Beech".

Gary Beech, Tax Assessor/Collector
Pearl River County

161

Pearl River County
Tax Assessor/Collector

P. O. Box 569
Poplarville, MS
601-403-2300

February 11, 2022

Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Please record approved travel for Tina Ladner and Penny Fleming May 2-6 week one and May 16-20 week two in Starkville for Certified Appraisers School. Please authorize the Clerk of the Board to issue warrants for course, hotel registration and travel costs.

Sincerely,

A handwritten signature in black ink that reads "Gary Beech". The signature is written in a cursive style with a large, looped "G" and a long, sweeping "B".

Gary Beech, Tax Assessor/Collector
Pearl River County

162

Pearl River County
Tax Assessor/Collector

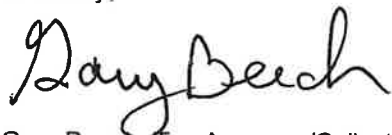
P. O. Box 569
Poplarville, MS
601-403-2300

February 11, 2022

Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Please record approved travel for Brooke Spiers and Kim Moore to Baton Rouge, LA, on June 19-24, 2022. The purpose of this travel is to take IAAO class 402. Please authorize the Clerk of the Board to issue warrants for course, hotel registration and travel costs.

Sincerely,

A handwritten signature in black ink that reads "Gary Beech". The signature is written in a cursive style with a large, stylized "G" and "B".

Gary Beech, Tax Assessor/Collector
Pearl River County

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Road Department's Agenda Items.

Upon motion made by Donald Hart and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Road Department's Agenda Items as listed with attachments:

A. Personnel:

Allen Gray	Tractor Driver	Hire
Nathan Stockstill	Tractor Driver	Hire
Benjamin Carter	Laborer	Hire

B. Poplarville School District's bus turnaround 2021-2022 additions:

2910	Hwy 53
3740	Hwy 53
68	Flynn Rd.
168B	Scott Farm Rd.
39	Huckleberry N

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

memo

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC: Marlinda Guerra
Date: 2/28/2022
Re: Personnel

Comments: **I would like to hire:** Allen Gray as a truck driver, Nathan Stockstill as a tractor driver, and Benjamin Carter as a laborer at the assigned rate of pay.

TRANSPORTATION TURN AROUND FORM

165

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE
SCHOOL YEAR: 2021-2022

OWNER OF PROPERTY: Paul & Melissa Galvin

LOCATION OF PROPERTY: 2910 Hwy 53

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 2910 Hwy 53, Poplarville, MS 39470

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: _____

NAME OF BUS DRIVER: Dale Clark

BUS ROUTE NUMBER: 50 BUS NUMBER: 50

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF

ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE

PROPERTY: approx. 10 miles south of I-59, left side of

Hwy 53, little white house, white fence, oak trees out

front. across the highway from MENTIMMS street hollow Rd.

Melissa Galvin AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE

PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Melissa Galvin

Signature of Property Owner

2/6/22

Date

Jason Jones

Signature of Transportation Supervisor

2-8-22

Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application
for a school bus turnaround at its meeting on February 14, 2022 and hereby
designates that the driveway/private property located at the above-stated location as being a
designated turnaround and now submits the same to the Pearl River County Board of
Supervisors for their consideration. You are requested to maintain the driveway/private property
leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as
amended.

J. N. [Signature]

Signature of Superintendent of Education

2/14/2022

Date

Board of Supervisors Action:

The above request from the _____ School Board of Trustees is hereby
APPROVED REJECTED by the Pearl River County Board of Supervisors on the
____ DAY OF _____, 20____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2021-2022

OWNER OF PROPERTY: Carmen T. Lee

LOCATION OF PROPERTY: 3740 Hwy 53

SECTION: _____

TOWNSHIP: _____

RANGE: _____

E911 ADDRESS: 3740 Hwy 53, Poplarville, MS 39470

SUPERVISOR DISTRICT: Beat 3 NAME OF SUPERVISOR: Hudson Holiday

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Carmen Lee & John Lee

NAME OF BUS DRIVER: Dale Clark

BUS ROUTE NUMBER: 50 BUS NUMBER: 50

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

about 5 miles south on Hwy 53 from Int. 1-59 on left side.

Carmen Lee

AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Carmen T. Lee

Signature of Property Owner

Jan. 20, 2022

Date

Jason Jones

Signature of Transportation Supervisor

1-20-22

Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on February 14, 2022 and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[Signature]

Signature of Superintendent of Education

2/14/2022

Date

Board of Supervisors Action:

The above request from the _____ School Board of Trustees is hereby APPROVED REJECTED by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20____.

President of the Board of Supervisors

Date

Attest: _____ Clerk of the Board.

Approved
3-2-22
Dwight Rivers

TRANSPORTATION TURN AROUND FORM

167

POPLARVILLE SCHOOL DISTRICT

Robert Lee 3/1/22

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE
SCHOOL YEAR: 2021-2022

OWNER OF PROPERTY: Michael M Peters (Mickey Peters)

LOCATION OF PROPERTY: OFF OLD CAMP RD

SECTION: 30 TOWNSHIP: 2 RANGE: 17 W

E911 ADDRESS: 68 FLYNN RD, POPLARVILLE, MS 39470

SUPERVISOR DISTRICT: Wise NAME OF SUPERVISOR: 1

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Macy Villalobos

NAME OF BUS DRIVER: Margie Masson gale

BUS ROUTE NUMBER: 68 BUS NUMBER: 68

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF
ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE
PROPERTY:

AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE
PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Mickey Peters
Signature of Property Owner

1/4/2022
Date

Jason Jones
Signature of Transportation Supervisor

1-5-22
Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application
for a school bus turnaround at its meeting on February 14, 2022 and hereby
designates that the driveway/private property located at the above-stated location as being a
designated turnaround and now submits the same to the Pearl River County Board of
Supervisors for their consideration. You are requested to maintain the driveway/private property
leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as
amended.

J. M. Lee
Signature of Superintendent of Education

2/14/2022
Date

Board of Supervisors Action:

The above request from the _____ School Board of Trustees is hereby
APPROVED REJECTED by the Pearl River County Board of Supervisors on the
____ DAY OF _____, 20____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

168

TRANSPORTATION TURN AROUND FORM

POPLARVILLE SCHOOL DISTRICT

Robert Lee 3/1/22

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE
SCHOOL YEAR: 2021-2022

OWNER OF PROPERTY: _____

LOCATION OF PROPERTY: Scott Farm Rd

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 109B Scott Farm Rd, Poplarville, MS 39470

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: _____

NAME OF BUS DRIVER: Margie Massengale

BUS ROUTE NUMBER: 108 BUS NUMBER: 109

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF
ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE
PROPERTY:

AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE
PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Raquel Dedecaux
Signature of Property Owner

1-31-22
Date

Jason
Signature of Transportation Supervisor

2-3-22
Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application
for a school bus turnaround at its meeting on February 14, 2022 and hereby
designates that the driveway/private property located at the above-stated location as being a
designated turnaround and now submits the same to the Pearl River County Board of
Supervisors for their consideration. You are requested to maintain the driveway/private property
leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as
amended.

[Signature]
Signature of Superintendent of Education

2/14/2022
Date

Board of Supervisors Action:

The above request from the _____ School Board of Trustees is hereby
APPROVED REJECTED by the Pearl River County Board of Supervisors on the
____ DAY OF _____, 20____.

President of the Board of Supervisors

Date

Attest: _____ Clerk of the Board.

TRANSPORTATION TURN AROUND FORM

169

POPLARVILLE SCHOOL DISTRICT

Robert Lee 3/1/22

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE
SCHOOL YEAR: _____

OWNER OF PROPERTY: Alan & Dena Baltimore

LOCATION OF PROPERTY: 39 Huckleberry N. Poplarville, MS

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 39 Huckleberry N. Poplarville MS 39470

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: _____

Alan & Dena Baltimore Ashleigh Carroll

NAME OF BUS DRIVER: Sandy VanHoutan

BUS ROUTE NUMBER: 51 BUS NUMBER: 51

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF
ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE
PROPERTY:

Turn onto Huckleberry N from MS Hwy 43. First
driveway on the left

Dena Baltimore AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE
PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Dena Baltimore
Signature of Property Owner

Date

Jason Jones
Signature of Transportation Supervisor

2-8-22
Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application
for a school bus turnaround at its meeting on February 14, 2022 and hereby
designates that the driveway/private property located at the above-stated location as being a
designated turnaround and now submits the same to the Pearl River County Board of
Supervisors for their consideration. You are requested to maintain the driveway/private property
leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as
amended.

[Signature]
Signature of Superintendent of Education

2/14/2022
Date

Board of Supervisors Action:

The above request from the _____ School Board of Trustees is hereby
____ **APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the
____ DAY OF _____, 20____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

Minute Book Text Detail

Book 0223 Page 170 TREE REMOVAL AT CARRIERE WALKING TRACK

Date 3/ 7/2022

ORDER TO ACCEPT QUOTES FOR REMOVAL OF TREES AT
CARRIERE WALKING TRACK AND AWARD PROJECT TO DPS, THE
LOWEST AND BEST QUOTE

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
trees at Carriere Walking Track.

Upon motion made by Donald Hart and seconded by Hudson Holliday,
the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to
accept attached quotes for the removal of trees at Carriere
Walking Track and award project to DPS in the amount of
\$10,000.00, the best and lowest quote.

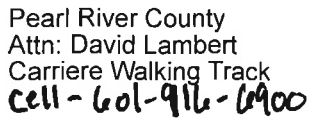
Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, and
Jason Spence

Voting NAY: None

Absent: Sandy Kane Smith

171



Quote # 1235

Quote Date 03/02/2022

[illegible]

McCRANEY'S TREE SERVICE

172



27 Old Clay Road
Picayune, MS 39466
601-798-7695



ESTIMATE
FEBRUARY 18 2022

.....

REQUESTER:

DAVID LAMBERT

Attn:

601-799-8206

CARRIERE, MS 39426

LOCATION: CARRIERE RUNNING TRACK

PURCHASE ORDER NUMBER:

REMOVAL OF 9 WATER OAKS \$10,400.00

REMOVE ALL DEBRIS

GRIND STUMPS \$2,850.00

Total

\$13,250.00

**For all your tree service needs,
call Chris McCraney
601-798-7695**

ORDER TO CLOSE SESSION

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to close session.

Upon motion made by Jason Spence and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to close the session to determine the need for executive session.

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO ENTER EXECUTIVE SESSION

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to enter executive session at 10:15 a.m. to discuss matters covered under 25-41-7 of the Mississippi Code of 1972, items covered under Section 4(a) Transaction of business and discussion of personnel matters relating to the job performance, character, professional competence, or physical or mental health of a person holding a specific position; 4(b) Strategy sessions or negotiations with respect to prospective litigation, litigation or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body; 4(j) Transaction of business and discussions or negotiations regarding the location, relocation or expansion of a business or an industry.

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO RETURN TO REGULAR SESSION

Upon motion made by Donald Hart and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors that this Board does now return to regular session at 10:55 a.m. after taking no action in executive session.

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO RECESS FOR LUNCH

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered that this Board does now take a recess at 12:00 Noon for lunch until 1:15 p.m.

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

THIS BOARD DOES NOW RETURN TO REGULAR SESSION AT 1:15 P.M.

ORDER TO APPROVE BUILDING/PERMITTING DEPARTMENT'S PERSONNEL

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of personnel changes in the Building/Permitting Department.

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following and attached personnel changes in the Building/Permitting Department:

Teasha Ritchie

Resign

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

February 24, 2022

Dear President and Board of Supervisors,

Please accept my resignation from my duties with Pearl River County. My notice period is 14 days; therefore, my last day of employment will be March 10, 2022.

I would like to take this time to thank you for the many opportunities of professional and personal development I have been provided during the 16 years of employment with Pearl River County. It has been a pleasure to serve you and a true honor to serve the citizens of our county.

As always, I am dedicated to my work until it is time for me to leave. If there is anything I can do to help make the transition easier, please do not hesitate to ask.

Yours Sincerely,

Teasha Ritchie

Cc:

Adrian Lumpkin

Carey Meitzler

Carolyn Nelson

ORDER TO RECESS

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered to direct County Administrator to post a notice of this recess meeting within one hour after such meeting is called in a prominent place available to examination and inspections by the general public at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex and make attached notice as part of minutes.

Be It Further Ordered that this Board does now take a recess until the next scheduled meeting to be held at 9:00 a.m., Wednesday, the 23rd day of March, 2022, at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex in the City of Poplarville.

Ordered and adopted, this the 7th day of March, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

PRESIDENT

CLERK OF THE BOARD

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY 178
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRIN LUMPKIN, JR.
County Administrator

NOTICE OF SUPERVISOR'S MEETING

You are hereby notified

Pursuant to

THE MISSISSIPPI OPEN MEETINGS LAW

that the next meeting of the

Board of Supervisors of Pearl River County, Mississippi,
will be held on March 23, 2022 at 9:00 o'clock a.m.
in the Board of Supervisors Meeting Room
in the Board Room Building
at the Courthouse in Poplarville, Pearl River County, Mississippi

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By: 
Adrain Lumpkin, Jr., County Administrator