February 6, 2023

The Board of Supervisors met at 9:00 a.m. the 6th day of February, 2023, 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;
Donald Hart, member from District One;
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
February 6, 2023

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

00) Recognize PRCC Cheerleaders
01) Consider approving Board Minutes – January, 2023
02) Consider approving Claims Docket for February 6, 2023
9:00 03) Bid Opening – County Depository
04) Sheriff: Personnel
05) County Engineer:
A. Consider Board Order to Increase State Funding for SAP-55(26)M
B. Consider Approving State Aid Project Program for SAP-55(15)S
C. Approve pay application #9 for County Paving Contract
06) Emergency Services:
A. Authorize Purchase Steep Hollow VFD SCBA
B. Authorize Purchase Southeast VFD PPE
C. Authorize & Execute 2023 Emergency Management Performance Grant
D. Accept the lowest quote and issue PO for Southeast VFD Racks
07) Repair of CPS Building
A. Ratify Check
B. Approve quote & issuance of checks
08) Circuit Clerk:
A. Acknowledge Renewal of Bond for Zeneta John
09) Consent Agenda Items:
A. Present Request to name new Private Road Saints Way
B. Present Request to name new Private Road Norris Oaks Lane
C. Request for reimbursement of Electrical Permit Fee
D. Circuit Court District –Setting Salary for Court Reporter
E. Construction Change Directive-New Natural Gas Generator Installation
F. Acknowledge resignation of Public Defender Office Personnel
G. Consider Approving 2023-2024 ESRI Maintenance Agreement
H. Central Dispatch – Personnel
I. Approve payment of Capitol One Spark Business Card
J. Acknowledge Receipt of Charter Communication Funds
K. Approve Payment for Courthouse Renovations
L. Issuance of Duplicate Warrant
M. President to Sign Easement & Cell Tower Lease
N. Dispose of Surplus Fairgrounds Equipment
O. Pearl River County School Lease
P. Approve Personal changes in Public Defenders Office
10) Travel:
A. SO (1) to Legal4leo Training in Picayune, MS on February 14 & 16, 2023
B. SO (2) to Polygraph Conference in Pigeon Forge, TN March 19-24, 2023
C. SO (4) to Intelligence-Led Proactive Policing in Biloxi, MS March 8-9, 2023
D. SO (1) to Crisis Negotiation Couse in Flowood, MS March 6-10. 2023
E. County/Youth Court (1) 2023 NCJFC Conference in Addison, TX March 18-23
F. Emergency Services (2) to Regional Fire Coordinators in Hancock Co February 8, 2023

Pearl River County
Board of Supervisors
Meeting Agenda
February 6, 2023

11) **Road Department:**
   A. Consider approving payment to John Deere Financial
12) **Pearl River County SPCA: Update on Animal Control Ordinance**
13) **Building Codes:**
   A. Consider Purchase Trucks for Building Inspector & Litter Officer
14) **Economic Development Director:**
   A. Financial Assistance for feasibility study for Multipurpose Project
   B. Authorize Board Attorney to Prepare Paperwork and Board President Signature to sell acreage

NEXT BOARD MEETING – Wednesday, February 22nd

ORDER TO APPROVE BOARD MINUTES FOR JANUARY, 2023

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Board Minutes for January, 2023.

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 January, 2023 Board Minutes.

Ordered and adopted, this the 6th day of February, 2023.

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

ORDER TO APPROVE CLAIMS DOCKET FOR FEBRUARY 6, 2023

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 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 Claims Docket for February 6, 2023. (Summary of all Funds attached)

Ordered and adopted, this the 6th day of February, 2023.

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

SUMMARY OF ALL FUNDS

FUND 1	Claims	1034 to	1183	Checks	150 Total	623,569.94	Manual	Held	Total 623,569.94
FUND 9	Claims	7 to	8	Checks	2 Total	113,061.55	Manual	Held	Total 113,061.55
FUND 10	Claims	2 to	2	Checks	1 Total	580.00	Manual	Held	Total 580.00
FUND 12	Claims	5 to	6	Checks	2 Total	3,210.00	Manual	Held	Total 3,210.00
FUND 26	Claims	6 to	6	Checks	1 Total	117.95	Manual	Held	Total 117.95
FUND 30	Claims	11 to	11	Checks	1 Total	4,979.92	Manual	Held	Total 4,979.92
FUND 45	Claims	20 to	22	Checks	3 Total	201.91	Manual	Held	Total 201.91
FUND 73	Claims	4 to	4	Checks	1 Total	80.57	Manual	Held	Total 80.57
FUND 96	Claims	45 to	50	Checks	6 Total	4,347.50	Manual	Held	Total 4,347.50
FUND 97	Claims	70 to	75	Checks	6 Total	15,241.17	Manual	Held	Total 15,241.17
FUND 104	Claims	8 to	9	Checks	2 Total	2,268.37	Manual	Held	Total 2,268.37
FUND 106	Claims	12 to	13	Checks	2 Total	5,160.50	Manual	Held	Total 5,160.50
FUND 156	Claims	257 to	309	Checks	53 Total	303,199.58	Manual	Held	Total 303,199.58
FUND 158	Claims	10 to	10	Checks	1 Total	308,552.40	Manual	Held	Total 308,552.40
FUND 166	Claims	22 to	23	Checks	2 Total	1,501.90	Manual	Held	Total 1,501.90
FUND 206	Claims	28 to	34	Checks	7 Total	19,283.78	Manual	Held	Total 19,283.78
FUND 310	Claims	2 to	2	Checks	1 Total	15,000.00	Manual	Held	Total 15,000.00
FUND 410	Claims	21 to	22	Checks	2 Total	12,065.11	Manual	Held	Total 12,065.11
FUND 420	Claims	34 to	36	Checks	3 Total	849.99	Manual	Held	Total 849.99
FUND 450	Claims	28 to	32	Checks	5 Total	6,665.05	Manual	Held	Total 6,665.05
FUND 650	Claims	20 to	21	Checks	2 Total	11,166.00	Manual	Held	Total 11,166.00
FUND 656	Claims	19 to	23	Checks	5 Total	1,342.03	Manual	Held	Total 1,342.03
FUND 657	Claims	1 to	1	Checks	1 Total	70,310.85	Manual	Held	Total 70,310.85
FUND 658	Claims	1 to	2	Checks	2 Total	775.15	Manual	Held	Total 775.15
FUND 659	Claims	1 to	1	Checks	1 Total	17,102.77	Manual	Held	Total 17,102.77
FUND 660	Claims	1 to	1	Checks	1 Total	12,846.31	Manual	Held	Total 12,846.31
FUND 661	Claims	37 to	41	Checks	5 Total	2,374.00	Manual	Held	Total 2,374.00
FUND 662	Claims	14 to	15	Checks	2 Total	489.95	Manual	Held	Total 489.95
FUND 663	Claims	1 to	2	Checks	2 Total	735.83	Manual	Held	Total 735.83

LB

FUND 664 Claims	37 to	40 Checks	4 Total	557.25	Manual	Held	Total	557.25
FUND 665 Claims	18 to	21 Checks	4 Total	1,154.81	Manual	Held	Total	1,154.81
FUND 667 Claims	1 to	1 Checks	1 Total	9,538.38	Manual	Held	Total	9,538.38
FUND 668 Claims	36 to	41 Checks	6 Total	572.50	Manual	Held	Total	572.50
Total for all Funds		Checks	287 Total	1,568,903.02	Manual	Held	Total	1,568,903.02

Minute Book Text Detail
Book 0230 Page 299 ACCEPT COUNTY DEPOSITORY BIDS & AWARD
Date 2/ 6/2023

ORDER TO ACCEPT COUNTY DEPOSITORY BIDS AND AWARD TO
SERVE AS COUNTY DEPOSITORY FROM FEBRUARY 6, 2023
UNTIL THE FIRST MONDAY IN FEBRUARY, 2025

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

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 accept attached bids for County Depository and award Bank Plus, First National Bank, and Hancock Whitney to serve as County Depository for Pearl River County from February 6, 2023 until the first Monday in February, 2025. (Proof of Publication attached)

Ordered and adopted, this the 6th day of February, 2023.

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

300

Notice to:
Banks for Bids to
Serve as County Depository

Proof

Client	PEARL RIVER ROAD DEPT LISA NAPIER	Phone	(601) 403-2308
Address	PO BOX 569 POPLARVILLE, MS 39470	EMail Fax	lfowler@pearlrivercounty.net
AD #	1575363	Requested By	PEARL RIVER ROAD DEPT LISA NAPIER
Account	235769	PO #	
Class	2610	Created By	KAYLA.REEVES
Start Date	01/11/23	Creation Date	01/04/2023
End Date	01/18/23	Dimensions	1 X 4.111
Run Dates	10	Price	$38.64
Pubs	The Picayune Item, PicayuneItem.		
Order #	com		
Sales Rep	Brittany Schofield	Phone	
		EMail	kayla.reeves@shelbycountyre-
		Fax	porter.com

PUBLIC NOTICE

NOTICE TO BANKS FOR BIDS TO SERVE AS COUNTY DEPOSITORY

Notice is hereby given to the Banks of Pearl River County, Mississippi, and to the Banks of adjoining counties, that the Board of Supervisors of Pearl River County, Mississippi, will receive sealed bids until 9:00 o'clock a.m., Monday, February 6, 2023, for the privilege of keeping the public funds of said County from February 1, 2023, until the First Monday in February, 2025. Said proposals to state the term of said bids and the statute required security to be given by the Bank for said privilege, all in accordance with Chapter 105, Volume No. 9, MS Code of 1972, and any amendments thereto, being the chapter of depositories. The Board reserves the right to reject any or all bids. Given under my hand and seal of said office, this the 4th day of January, 2023.
Melinda Smith Bowman
Clerk of the Board

Picayune Item:
Jan. 11 and 18, 2023
BIDS

February 6, 2023

Pearl River County Board of Supervisors – Depository Bid
Attn: Melinda Smith Bowman, Clerk of the Board
109 West Pearl Street,
Poplarville, MS 39470

RE: **Bid for Pearl River County Depository**

BankPlus is a $6.7 billion State-chartered, FDIC-member, commercial banking institution with offices located in communities across Alabama, Florida, Louisiana, and Mississippi. BankPlus equity capital was $636,007,000 as of the quarter ending December 31, 2022.

BankPlus is a qualified member of the State collateral pool and participates in the State guaranty pool. Furthermore, the bank complies with all requirements for state depositories including but not limited to Sections 27-105-5, 6, 305, 315, and 353 of the Mississippi Code of 1972, as amended. The securities pledged for the privilege of keeping the funds will be only those securities eligible as prescribed by State law.

BankPlus
It's more than a name. It's a promise.

For the two-year period beginning February 1, 2023, through February 1, 2025, BankPlus agrees to pay interest on the transaction accounts maintained with us at either a fixed rate of 2.72% or a variable rate of Fed Funds minus 1.75% with a floor of 0.75% and a cap of 3.75 %, based on balances. Today the variable rate is 3.00%. Average total balances between $25,000,000 and $55,000,000 will receive either a fixed rate of 2.72% or a variable rate of Fed Funds minus 1.75% with a floor of 0.75% and a cap of 3.75 %. However, should average balances total less than $25,000,000 or greater than $55,000,000, no interest will be paid. These rates will remain fixed over the term of this agreement and will automatically revert to the default rate for BankPlus Public Funds Interest Checking accounts on 02/01/2025.

We appreciate your business and look forward to more opportunities to work with the County. Should you have any specific questions about our services, please contact me and I will be happy to talk with you.

Yours truly,

Lisa Keene
Vice President – Pearl River County

Agreed and Acknowledged:

Pearl River County

By (Print): _____

Signature: _____

Title: _____

Date: _____

Fixed or Variable Rate: _____

BANKPLUS
951 MEMORIAL BOULEVARD
PICAYUNE, MS 39466
TEL 601.749.3004

MEMBER FDIC

Bid for Depository
Page 2

PUBLIC FUNDS FEE ADDENDUM

Per Account	~~$8~~ Waived
Account Research	~~$50 per hour~~ Waived
Charge for Research Items	~~$2 per copy of item~~ Waived
Non-Sufficient Funds Fee	$36 per item
Return Deposited Item	~~$10 per item~~ Waived
Stop-Payment Order	$36 per item
Incoming Wire Transfers	~~$20~~ Waived
Outgoing Wire Transfers	~~$25~~ Waived
Checks paid, debit items (including electronic)	~~$0.15 per item~~ Waived
Deposits, credits fee (including electronic)	~~$0.08 per item~~ Waived
Uncollected balance percentage or fee	~~8%~~ Waived
Float adjustment percentage or fee	No charge
FDIC charge percentage or fee	No charge
Special handling of checks (sort)	No charge
ACH Per Item Origination Charge	~~$0.10 per item~~ Waived
ACH Administration	~~$5 per month~~ Waived
ACH return item fee	~~$5.00 per item~~ Waived
Web fee	No charge
Federal EFTPS fees^	~~$0.10 per debit~~ Waived
Certified bank check	~~$10 per item~~ Waived
Payroll Card	Quoted Upon Request
GroupPlus	Quoted Upon Request
Checks	Actual Cost
Deposit Slips	Actual Cost
DepositPlus (Remote Deposit Capture)	$49.95/Month - Single Item $59.95/Month - Multi-Feed
Zipper Bags	No charge
E-Check Capabilities	Not available
Positive Pay	$50 Per Account – Per Month

Stop Payments: Available through e-BankPlus or by calling customer service
Web: e-BankPlus offers online bill payment, Fedwire transfers, ACH payments, account transfer payments, payroll payments, stop payments and more; a demo is available at www.bankplus.net
*DepositPlus: DepositPlus provides you with the ability to scan checks for deposit into your account from your office, thereby saving you the time and cost of daily trips to a BankPlus location. Since checks move electronically, DepositPlus also speeds the availability of funds to your account. There is no equipment to purchase. The equipment would be leased from BankPlus for a monthly fee.
^ Available through e-BankPlus Federal EFTPS module; ACH agreement is required

BANKPLUS
951 MEMORIAL BOULEVARD
PICAYUNE, MS 39466
TEL 601.749.3004

MEMBER FDIC

TREASURER DAVID McRAE

Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, **BankPlus** is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2023**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2022**.

David McRae

David McRae
Treasurer of the State of Mississippi

305

BankPlus
It's more than a name. It's a promise.

)51 MEMORIAL BOULEVARD
'ICAYUNE, MS 39466

MEMBER FDIC

Hand
RECEIVED
FEB 06 2023
BY: MARLINDA
8:01 am

RECEIVED
FEB 06 2023
BY:

Pearl River County
Board of Supervisors
Depository Bid

306

February 6, 2023

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

Gentlemen:

Pursuant to your call for bids to qualify as Depository for Pearl River County Funds, FNB Poplarville requests that it be considered and so designated for the period beginning February 1, 2023, until the First Monday in February, 2025. FNB Poplarville has complied with all the requirements of the state and federal laws to serve as a depository.

Should FNB Poplarville be designated as depository for the period aforesaid, we agree to receive and disburse all funds in strict conformity with and pursuant to the depository laws governing county depositories, accounting for all funds deposited and rendering periodic statements as required. We agree to pay interest on all funds deposited into the County's checking accounts at an interest rate of 0.05% without any service charges or fees.

FNB Poplarville will pledge eligible bonds as security in the amounts as required under the depository laws of the State of Mississippi. We also agree on proper order or warrant to render other such services as may be required in connection with the administration of its funds subject to federal and state supervisory authority.

Should the County have excess funds which qualify to be deposited to savings or time deposits for specified periods, the bank will accept such funds and will pay the maximum interest rate allowable under state and federal laws, or if not restricted by law, the current market rate.

We welcome the privilege of serving as the sole depository for all the County's funds. However, should you elect to name more than one depository, then we would appreciate serving on a pro-rata basis with other banks so named. We would appreciate your favorable consideration of this bid.

Sincerely,

Sherry Passman

Sherry Passman
Branch Manager

FNB POPLARVILLE
A branch of FNB Picayune
1720 S. Main Street, P.O. Box 189, Poplarville, MS 39470

307

PRC Board of Supervisors
Depository Bid

February 6, 2023

Attn: Melinda Smith Bowman
Pearl River County Chancery Clerk
100 S, Main Street, PO Box 431
Poplarville, MS 39470
601-403-2316

Dear Mrs. Bowman,

Pursuant for the privilege of continuing to act as Depository for the Pearl River County Board of Supervisors ("the Board"), Hancock Whitney Bank ("the Bank") hereby submits this transmittal letter to continue to be designated as Depository for the accounts currently held with the Bank and any other accounts for which the Bank may be designated as Depository in the future.

The Bank agrees to furnish legal securities for the faithful performance of such duties as Fiscal Agent as provided by statute in the sum required by the laws of the State of Mississippi; the securities pledged to be of proper type and amount as required by law. The Bank will clear all checks and warrants against sufficient funds on a par basis and all transfers of funds and receipts will be handled at par.

The Bank proposes the following terms for the two (2) year contract period. The contract period will be effective February 1, 2023 and set to expire January 31, 2025. The Bank is offering the banking and Treasury Management services currently used by the Board, and an interest rate based on current account balances held with the Bank. This proposal is valid for 60 days from the submission date.

Interest Rate: Balances will be housed in interest bearing Public Funds NOW Accounts. The balances kept in Public Funds NOW Accounts will earn a variable rate adjusted monthly based upon 50% of the 28 day Treasury Bill, as reported by the Federal Reserve Bank as of the last business day of the immediately preceding month. For example, under these terms the Board would have earned an interest rate of 2.23% for the month of February 2023. Interest is accrued daily and paid monthly.

The quoted interest rates apply only to standard operating funds and do not apply to funds that do not result from normal operations (i.e. bond proceeds). The Bank reserves the right to quote interest rates for these funds separately per market conditions.

Service Charge: The Bank will charge Standard Pricing fees based on the cost of Treasury Management products and banking services currently utilized by the Board. This cost may vary and is based on monthly banking volume and activity implemented by the Board.

The cost for check and deposit slip orders, and tamper proof bank bags will vary upon request and will be charged separately.

Agreements and Contracts: All Agreements and Contracts that need to be executed between the Board and the Bank for banking services that are to be provided under this transmittal letter to continue to act as the Depository for the Board are to be adopted in their entirety by the Board at a duly called meeting, and these Agreements and Contracts shall be reflected in their entirety in the Minutes of such meeting. The Board shall furnish the Bank with extracts of the meeting Minutes that evidence such adoption of these Agreements and Contracts and the subsequent ratification of the Minutes of that meeting.

The Bank appreciates the opportunity to continue our relationship as Depository for the Board by providing Banking Services and looks forward to implementing our recommendations.

Respectfully Submitted,

Brian S. Kees
AVP/Relationship Manager and Banking Officer
Institutional Banking - Hancock Whitney Bank
Office 228-563-5706

TREASURER DAVID McRAE

309

Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, **Hancock Whitney Bank** is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2023**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2022**.

David McRae
Treasurer of the State of Mississippi

NOTICE TO BANKS FOR BIDS TO SERVE AS COUNTY DEPOSITORY

Notice is hereby given to the Banks of Pearl River County, Mississippi, and to the Banks of adjoining counties, that the Board of Supervisors of Pearl River County, Mississippi, will receive sealed bids until **9:00 o'clock a.m., Monday, February 6, 2023 at 109 West Pearl Street, Poplarville, MS 39470**, for the privilege of keeping the public funds of said County from February 1, 2023, until the First Monday in February, 2025. Said proposals to state the term of said bids and the statute required security to be given by the Bank for said privilege, all in accordance with Chapter 105, Volume No. 9, MS Code of 1972, and any amendments thereto, being the chapter of depositories.

The Board reserves the right to reject any or all bids.

Given under my hand and seal of said office, this the 4th day of January, 2023.

Melinda Smith Bowman
Clerk of the Board

PLEASE PUBLISH ON WEDNESDAY, JANUARY 11th AND JANUARY 18th, 2023

February 6, 2023

Attn: Melinda Smith Bowman
Pearl River County Chancery Clerk
100 S, Main Street, PO Box 431
Poplarville, MS 39470
601-403-2316

Dear Mrs. Bowman,

Pursuant for the privilege of continuing to act as Depository for the Pearl River County Board of Supervisors ("the Board"), Hancock Whitney Bank ("the Bank") hereby submits this transmittal letter to continue to be designated as Depository for the accounts currently held with the Bank and any other accounts for which the Bank may be designated as Depository in the future.

The Bank agrees to furnish legal securities for the faithful performance of such duties as Fiscal Agent as provided by statute in the sum required by the laws of the State of Mississippi; the securities pledged to be of proper type and amount as required by law. The Bank will clear all checks and warrants against sufficient funds on a par basis and all transfers of funds and receipts will be handled at par.

The Bank proposes the following terms for the two (2) year contract period. The contract period will be effective February 1, 2023 and set to expire January 31, 2025. The Bank is offering the banking and Treasury Management services currently used by the Board, and an interest rate based on current account balances held with the Bank. This proposal is valid for 60 days from the submission date.

Interest Rate: Balances will be housed in interest bearing Public Funds NOW Accounts. The balances kept in Public Funds NOW Accounts will earn a variable rate adjusted monthly based upon 50% of the 28 day Treasury Bill, as reported by the Federal Reserve Bank as of the last business day of the immediately preceding month. For example, under these terms the Board would have earned an interest rate of 2.23% for the month of February 2023. Interest is accrued daily and paid monthly.

The quoted interest rates apply only to standard operating funds and do not apply to funds that do not result from normal operations (i.e. bond proceeds). The Bank reserves the right to quote interest rates for these funds separately per market conditions.

Service Charge: The Bank will charge Standard Pricing fees based on the cost of Treasury Management products and banking services currently utilized by the Board. This cost may vary and is based on monthly banking volume and activity implemented by the Board.

The cost for check and deposit slip orders, and tamper proof bank bags will vary upon request and will be charged separately.

Agreements and Contracts: All Agreements and Contracts that need to be executed between the Board and the Bank for banking services that are to be provided under this transmittal letter to continue to act as the Depository for the Board are to be adopted in their entirety by the Board at a duly called meeting, and these Agreements and Contracts shall be reflected in their entirety in the Minutes of such meeting. The Board shall furnish the Bank with extracts of the meeting Minutes that evidence such adoption of these Agreements and Contracts and the subsequent ratification of the Minutes of that meeting.

The Bank appreciates the opportunity to continue our relationship as Depository for the Board by providing Banking Services and looks forward to implementing our recommendations.

Respectfully Submitted,

Brian S. Kees
AVP/Relationship Manager and Banking Officer
Institutional Banking - Hancock Whitney Bank
Office 228-563-5706

TREASURER DAVID McRAE

312

Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, **Hancock Whitney Bank** is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2023**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2022**.

David McRae
Treasurer of the State of Mississippi

NOTICE TO BANKS FOR BIDS TO SERVE AS COUNTY DEPOSITORY

Notice is hereby given to the Banks of Pearl River County, Mississippi, and to the Banks of adjoining counties, that the Board of Supervisors of Pearl River County, Mississippi, will receive sealed bids until **9:00 o'clock a.m., Monday, February 6, 2023 at 109 West Pearl Street, Poplarville, MS 39470**, for the privilege of keeping the public funds of said County from February 1, 2023, until the First Monday in February, 2025. Said proposals to state the term of said bids and the statute required security to be given by the Bank for said privilege, all in accordance with Chapter 105, Volume No. 9, MS Code of 1972, and any amendments thereto, being the chapter of depositories.

The Board reserves the right to reject any or all bids.

Given under my hand and seal of said office, this the 4th day of January, 2023.

Melinda Smith Bowman
Clerk of the Board

PLEASE PUBLISH ON WEDNESDAY, JANUARY 11th AND JANUARY 18th, 2023

314

Brian S. Kees, *MBA*
Assistant Vice President
Banking Officer/Institutional
Banking Relationship Manager
2510 14th St | Gulfport, MS
39501
Office 228-563-5706
brian.kees@hancockwhitney.com

Pearl River County Board of Supervisors

109 West Pearl Street
Poplarville, MS 39470

RFP Bid Proposal 2023 For Depository Services

Sealed bids to be opened:
9:00 AM on Monday, February 6, 2023

RECEIVED
FEB 03 2023
BY: MG
4:15p.m

Minute Book Text Detail
Book 0230 Page 315 SHERIFF'S PERSONNEL AGENDA ITEM
Date 2/ 6/2023

ORDER TO APPROVE SHERIFF'S PERSONNEL AGENDA ITEM

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 Donald Hart, 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:

Tyler Truong	Corrections	Hire full-time
Amanda Ashley	Corrections	Hire full-time
Marc Ogden	Investigator	Hire part-time
Scott Maillet	Investigator	Resign
Jeremy Draughon	Corrections	Terminate
Heather Leblanc	Corrections	Terminate
Sherwin Taylor	Corrections	Hire full-time
Jeffrey Joyner	Patrol Deputy	Hire full-time

Ordered and adopted, this the 6th day of February, 2023.

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

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

February 1, 2023

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 hire Tyler Truong as full time Correctional Officer effective February 6, 2023.

Please hire Amanda Ashley as full time Correctional Officer effective February 6, 2023.

Please hire Marc Ogden as part time Investigator effective February 9, 2023.

Please accept the resignation of Scott Maillet as full time Investigator effective February 2, 2023.

Please accept the termination of Jeremy Draughon as full time Correctional Officer effective January 30, 2023.

Please accept the termination of Heather Leblanc as full time Correctional Officer effective January 30, 2023.

Thank you,

David Allison, Sheriff

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

February 6, 2023

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 hire Sherwin Taylor as full time Correctional Officer effective February 6, 2023.

Thank you,

David Allison, Sheriff

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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

February 6, 2023

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 hire Jeffrey Joyner as full time Patrol Deputy effective February 6, 2023.

Thank you,

David Allison, Sheriff

In God We Trust

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 of County Engineer's Agenda Items.

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 County Engineer's Agenda Items as listed with attachments:

A. Order that the Board of Supervisors authorizes the Office of State Aid Road Construction to increase State funding for Project No. SAP-55(26)M in the amount of $300,000.00.

B. Order approving State Aid Project Program for SAP-55(15)S.

C. County Wide Overlay 2022 Application No. 9 payment to Contractor, Huey P. Stockstill, LLC in the amount of $308,552.40.

Ordered and adopted, this the 6th day of February, 2023.

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

ORDER OF THE BOARD OF SUPERVISORS CONCERNING ADDITIONAL STATE FUNDS FOR PROJECT NO. SAP-55(26)M

BE IT RESOLVED that the Pearl River County Board of Supervisors authorizes the Office of State Aid Road Construction to increase State funding for Project No. SAP-55(26)M in the amount of $300,000.00.

ORDERED AND ADJUDGED ON THE 6th DAY OF February, 2023.

PRESIDENT OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

I, Melinda Bowman, Clerk of the Board of Supervisors of said County and State, do hereby certify that the above and foregoing is a true and correct copy of the ORDER OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY, MISSISSIPPI, as the same is duly recorded in Minutes of Board of Supervisors Book 230 at Page _____.

Witness my hand and seal of office on this the 6th day of February, 2023

CHANCERY CLERK
PEARL RIVER COUNTY, MISS.

Clerk of the Board of Supervisors
Pearl River County, Mississippi

ORDER OF BOARD OF SUPERVISORS Pearl River COUNTY, SETTING FORTH PROPOSED STATE AID PROJECTS FOR PERIOD January 1, 2020 THROUGH December 31, 2023

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of Pearl River County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for Pearl River County for the period January 1, 2020 through December 31, 2023.

In support of this order, the Board certifies and agrees that:

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.

2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.

3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.

4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates Joe Montgomery as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is 109 W. Erlanger Street, Poplarville, MS 39470 601-795-4572.

5. Counties receiving $500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.

6 The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.

7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.

8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.

9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

_____ Program for Pearl River County

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PROJECT PRIORITY NO. _____

1. Project No. SAP-55(15)S
2. Name of Road: Roads "A" thru "C" (See Attachment)
3. Design Classification: (check one) Rural ✔ Urban ___ (check one) Collector ✔ Local ___
   Federal Route Number See Attachment
4. Termini of Project: See Attachment

5. Length of Project: See Attachment Miles
6. Character of Work (Show Alternates if Applicable) Reseal (Base Repair, Leveling, Reseal, Signing and Striping)

7. Design Data:
   a. Traffic Count: How Determined See Attachment
      Current ADT _____VPD; Design Year ADT _____VPD; %Trucks _____
      Traffic Count Required: Yes _____ No _____ (Attach Supplemental Sheet)
   b. Terrain Level _____ Rolling_____ Design Speed _____MPH
   c. ROW: Existing _____Ft.; Proposed _____Ft.
   d. Proposed Roadway Crown Width _____Ft.
   e. Surface Type & Width: Existing _____ _____Ft.
      Proposed _____ _____Ft.

8. Bridges:
   a. Str. No. See Attachment Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No _____ Existing/Proposed Width _____Ft.
   b. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No _____ Existing/Proposed Width _____Ft.
   c. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No _____ Existing/Proposed Width _____Ft.
   d. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No _____ Existing/Proposed Width _____Ft.
   e. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No _____ Existing/Proposed Width _____Ft.

9. Estimated Construction Cost of Project (Including Contingencies) $ 813,750
   a. STP Funds Requested (%) $ _____
   b. BR Funds Requested (%) $ _____
   c. SA Funds Requested (100 %) $ 813,750
   d. LSBP Funds (%) $ _____
   e. _____ Funds $ _____

   Engineering Cost (12 %) (Constr. Cost Less Contingencies) $ 93,000
   a. State Aid Funds Requested 100% $ 93,000
   b. County Funds Contributed $ _____
   c. LSBP Funds Contributed $ _____
   d. _____ Funds Contributed $ _____
   Total Estimated Cost of Project $ 906,750

Construction will be by: Contract ✔ County Forces _____

Use Supplemental Sheet and/or maps if needed to provide complete data.

FOR STATE AID USE ONLY:

Preliminary Review _____ _____Date
Recommend Approval _____Dist. Engr. _____Date
Approved_____State Aid Engr. _____Date
Letter To Bd._____Dist. Engr. _____Date
Funds Record_____Auditor _____Date
Programmed_____ _____Date

_____Program for Pearl River County

BOARD OF SUPERVISORS

Pearl River County

_____, Supervisor, District I

Malcolm Perry, Supervisor, District II

_____, Supervisor, District III

_____, Supervisor, District IV

_____, Supervisor, District V

Prepared by: _____, County Engineer

STATE OF MISSISSIPPI
COUNTY OF Pearl River

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 into the minutes of the said Board of Supervisors, Minute Book No. 230, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the 6th day of February, 2023.

Melinda Bowman
Clerk of Board of Supervisors of
Pearl River County, Mississippi

CHANCERY CLERK * PEARL RIVER COUNTY, MISS. *

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number **SAP-55(15)S** County **Pearl River** Date _____

Road Connections at each End of Project

See Attachment End, Surf. Type _____ Surf. Width _____ Rdwy. Width _____
(South or West)

See Attachment End, Surf. Type _____ Surf. Width _____ Rdwy. Width _____
(North or East)

Railroad Grade Crossing Data
Is there an existing Railroad Grade Crossing? Yes ____ No ✔

Name of Railroad _____

Existing Protection _____

Proposed Protection _____

Existing and/or Proposed Facilities Effecting Route:

SCHOOLS:	YES ____	NO ✔	ON ROUTE ____	OFF ROUTE ____
INDUSTRY:	YES ____	NO ✔	ON ROUTE ____	OFF ROUTE ____

TYPE OF INDUSTRY: _____

OTHER DESIGN CONSIDERATIONS: _____

UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

NAME	STREET OR P.O. BOX ADDRESS	CITY

Signed _____ County Engineer

ATTACHMENT TO PROJECT PROGRAM
PROJECT NO. SAP-55 (15)S
PEARL RIVER COUNTY, MS

ITEM 2 – NAME OF ROAD:

Road "A" – Gumpond Beall Road
Road "B" – Gumpond Beall Road
Road "C" – Springhill Road

ITEM 3 – DESIGN CLASSIFICATION:

Road "A" – Collector – 0137
Road "B" – Collector – 0137
Road "C" – Collector - 0132

ITEM 4 & 5 – TERMINI OF PROJECT – LENGTH OF PROJECT:

Road "A" – Limits of SAP-55(4), S-0137(3)B & Station 10+00 to Station 60+00 of S-0137(2)B (7.455 mi);
Road "B" – Station 60+00 to EOP of S-0137(2)B (2.753 mi)
Road "C" – Limits of S-0132(2)B (2.904 mi)

ITEM 7 – DESIGN DATA:

ITEM A – CURRENT ADT
Road "A" – 700
Road "B" – 700
Road "C" – 110

DESIGN YEAR ADT

Road "A" –
Road "B" –
Road "C" –

PERCENT TRUCKS

Road "A" - 10% minimum
Road "B" - 10% minimum
Road "C" - 10% minimum

TRAFFIC COUNT REQUIRED

Road "A" - No
Road "B" – No
Road "C" – No

ITEM B – TERRAIN

Road "A" – Rolling
Road "B" – Rolling
Road "C" – Rolling

DESIGN SPEED

Road "A" – 40 mph minimum
Road "B" – 40 mph minimum
Road "C" – 35 mph minimum

ITEM C – RIGHT-OF-WAY EXISTING

Road "A" – 60' minimum
Road "B" – 60' minimum
Road "C" – 60' minimum

TO BE REQUIRED

Road "A" - None
Road "B" - None
Road "C" - None

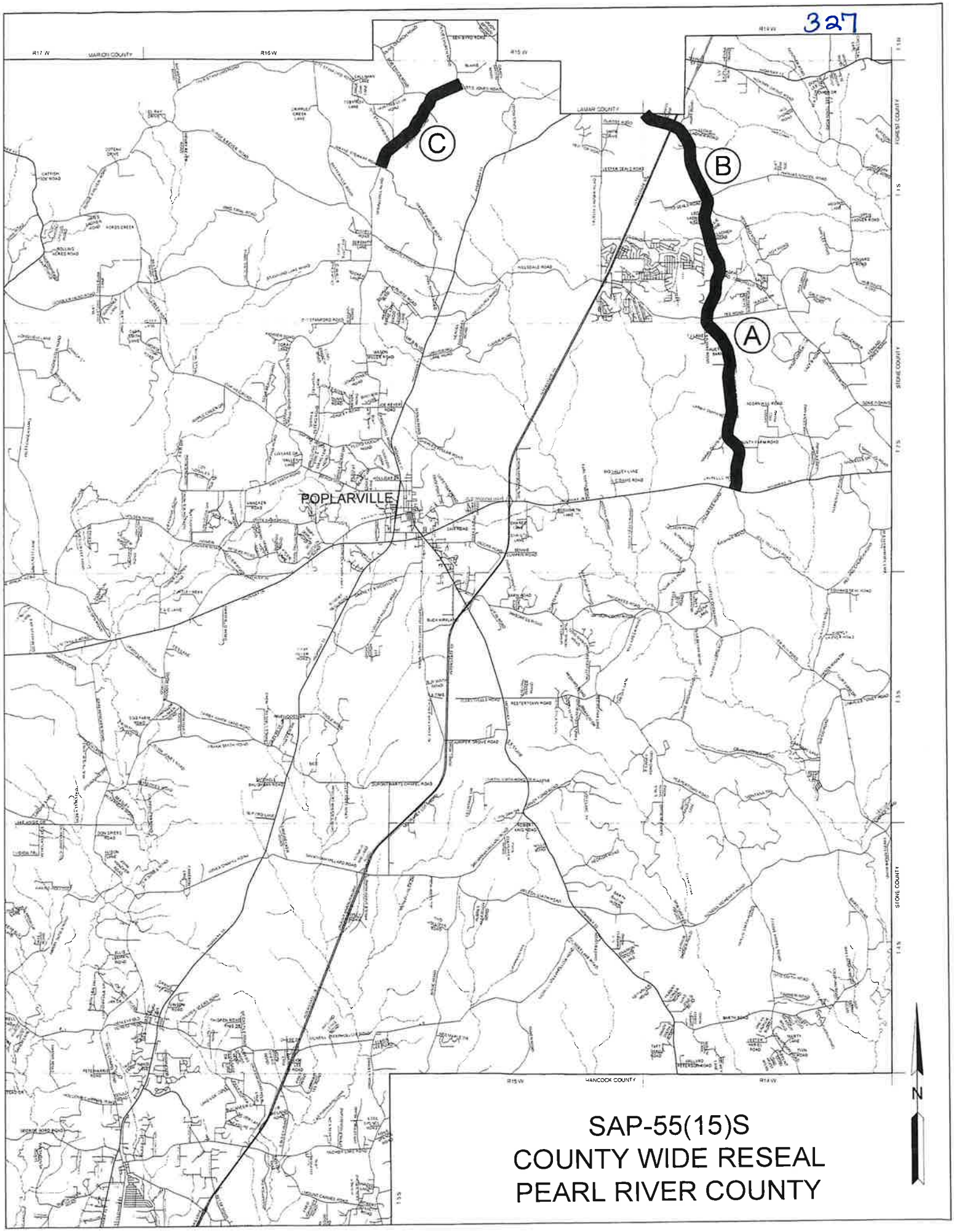
ITEM D - PROPOSED ROADWAY CROWN WIDTH

Road "A" – Existing to Remain
Road "B" – Existing to Remain
Road "C" – Existing to Remain

ITEM E – Surface Type & Width

Road "A" – Existing – Reseal, Proposed - Reseal
Road "B" – Existing – Reseal, Proposed – Reseal
Road "C" – Existing – Reseal, Proposed – Reseal

ITEM 8 – BRIDGES:
All bridges to remain.



SAP-55(15)S
COUNTY WIDE RESEAL
PEARL RIVER COUNTY

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 22037-9

To Owner: PEARL RIVER COUNTY
BOARD OF SUPERVISORS
P O BOX 569
POPLARVILLE, MS 39470

Project: 22037 PRC County Wide Overlay - 2022

Application No.: 9

Distribution to:
- [ ] Owner
- [ ] Architect
- [ ] Contractor
- [ ]
- [ ]

Period To:

From Contractor: Huey P. Stockstill, LLC
P. O. Box 758
Picayune, MS 39466

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$3,309,600.00
2. Net Change By Change Order		$268,026.96
3. Contract Sum To Date		$3,577,626.96
4. Total Completed and Stored To Date		$3,520,587.60
5. Retainage:		
a 1.94% of Completed Work	$68,248.85	
b 0.00% of Stored Material	$0.00	
Total Retainage		$68,248.85
6. Total Earned Less Retainage		$3,452,338.75
7. Less Previous Certificates For Payments		$3,143,786.35
8. Current Payment Due		$308,552.40
9. Balance To Finish, Plus Retainage		$125,288.21

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$259,482.64	$0.00
Total Approved this Month	$8,544.32	$0.00
TOTALS	$268,026.96	$0.00
Net Changes By Change Order	**$268,026.96**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Huey P. Stockstill, LLC

By: Amanda Quinn Date: 2/2/2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 269717 LAKISHA CARTER Commission Expires Dec. 14, 2024 HANCOCK COUNTY

State of: Mississippi County of: Hancock
Subscribed and sworn to before me this 2nd day of February 2023
Notary Public: Lakisha Carter
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 308,552.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: 02-02-23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Progress Bill

From: Huey P. Stockstill, LLC
P. O. Box 758
Picayune, MS 39466

Invoice: 22037-9
Date: 01/31/23
Application #: 9

To: PEARL RIVER COUNTY
BOARD OF SUPERVISORS
P O BOX 569
POPLARVILLE, MS 39470

Invoice Due Date: 01/31/23
Payment Terms: Net 30 Days

Contract: 22037. PRC County Wide Overlay - 2022

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
10	HMA, ST 9.5MM	2,979,200.00	26,600.000	TN	28,616.280	112.00000	0.00	3,205,023.36	107.58%	2,888,775.68	2,823.640	316,247.68
20	ULTRA THIN ASPHALT PAVEMENT, UHMA	330,400.00	2,950.000	TN	424.440	112.00000	0.00	47,537.28	14.39%	47,537.28	0.000	0.00
90115	ASPHALT ADJUSTMENT	179,187.76	179,187.760	EA	156,742.720	1.00000	0.00	156,742.72	87.47%	158,320.72	-1,578.000	-1,578.00
90116	FUEL ADJUSTMENT	88,839.20	88,839.200	EA	111,284.240	1.00000	0.00	111,284.24	125.26%	101,161.92	10,122.320	10,122.32

324,792.00
x 5%
Retainage - 16,239.60
+ Ret. Bal. after part. pmt - 34,510.62
+ Dec. Ret. - 17,498.63
68,248.85

Total Billed To Date:	3,520,587.60
Less Retainage:	68,248.85
Less Previous Applications:	3,143,786.35
Total Due This Invoice:	308,552.40

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PEARL RIVER COUNTY BOARD OF SUPERVISORS
COUNTY WIDE PAVING 2022
FUEL ADJUSTMENT CALCULATION SHEET

DE PROJECT NO.: 1715c585 COUNTY: Pearl River INVOICE DATE : 1/31/2023 BASE MONTH: March 2022

ITEM	UNIT	TYPE OF FUEL	ADJUSTMENT PERIOD * MON-YEAR	QUANTITY DURING PAY PERIOD	GALS. PER UNIT	GALS. PER ITEM	PRICE DIFFERENTIAL CURRENT MONTH BASE MONTH	FUEL ADJUSTMENT
1 Excavation (excluding structural and foundation)	Gals / C.Y	Gas	Jan-23		x 0.15	= 0.00	x 2.4821 - 2.8312 = -0.3491	$0.00
		Diesel			x 0.29	= 0.00	x 3.1242 - 3.2357 = -0.1115	$0.00
2. Granular Materials (including gravel sand clay lovving & stabilizers)	Gals. / C.Y	Gas	Jan-23		x 0.57	= 0.00	x 2.4821 - 2.8312 = -0.3491	$0.00
		Diesel			x 0.66	= 0.00	x 3.1242 - 3.2357 = -0.1115	$0.00
	Gals. / Ton	Gas	Jan-23		x 0.40	= 0.00	x 2.4821 - 2.8312 = -0.3491	$0.00
		Diesel			x 0.62	= 0.00	x 3.1242 - 3.2357 = -0.1115	$0.00
3 Mixing, Shaving & Compaction	Gals / S.Y	Gas	Jan-23		x 0.028	= 0.00	x 2.4821 - 2.8312 = -0.3491	$0.00
		Diesel			x 0.044	= 0.00	x 3.1242 - 3.2357 = -0.1115	$0.00
4. Soil, Cement, Water Mix	Gals / S.Y	Gas	Jan-23		x 0.028	= 0.00	x 2.4821 - 2.8312 = -0.3491	$0.00
		Diesel			x 0.044	= 0.00	3.1242 - 3.2357 = -0.1115	$0.00
		Asphalt			x 0.250	= 0.00	x - 2.4605 = -2.4605	$0.00
5 Soil, Lime, Water Mix	Gals / S.Y.	Gas	Jan-23		x 0.028	= 0.00	x 2.4821 - 2.8312 = -0.3491	$0.00
		Diesel			x 0.044	= 0.00	x 3.1242 - 3.2357 = -0.1115	$0.00
		Asphalt			x 0.00	= 0.00	x 0.0000 - 2.4605 = -2.4605	$0.00
6 Plant Mix (Base)	Gals. / Ton	Gas	Jan-23		x 0.78	= 0.00	x 2.4821 - 2.8312 = -0.3491	$0.00
		Diesel			x 2.57	= 0.00	x 3.1242 - 3.2357 = -0.1115	$0.00
		Asphalt 5.00			x 11.86	= 0.00	x 0.0000 - 2.4605 = -2.4605	$0.00
7. Plant Mix (binder/leveling)	Gals / Ton	Gas	Jan-23		x 0.78	= 0.00	x 2.9904 - 2.8312 = 0.1592	$0.00
		Diesel			x 2.57	= 0.00	x 4.5499 - 3.2357 = 1.3142	$0.00
		Asphalt 5.00			x 11.86	= 0.00	x 2.8952 - 2.4605 = 0.4347	$0.00
8 Plant Mix (surface)	Gals / Ton	Gas	Jan-23	2,823.640	x 0.78	= 2,202.44	x 2.4821 - 2.8312 = -0.3491	-$768.87
		Diesel			x 2.57	= 7,256.75	x 3.1242 - 3.2357 = -0.1115	-$809.13
		Asphalt 5.00			x 11.86	= 33,495.43	x 2.7627 - 2.4605 = 0.3022	$10,122.32
9 Bridge Items Structural Conc. & Pipe Culv. (incl foundation & structural excav.)	Gals. / $1 000	Gas	Jan-23		x 13.0	= 0.00	x 2.4821 - 2.8312 = -0.3491	$0.00
		Diesel			x 11.0	= 0.00	x 3.1242 - 3.2357 = -0.1115	$0.00
10 Asphalt (prime)	Gals	Asphalt	Jan-23		x 1.00	= 0.00	x 0.0000 - 2.8312 = -2.8312	$0.00
11 Asphalt (surface treatment)	Gals	Asphalt	Jan-23		x 0.15	= 0.00	x 0.0000 - 2.8312 = -2.8312	$0.00

* Month of Work performed

** Mix Design %

*** Asphalt % x 2.3725

CERTIFIED CORRECT

FUEL ADJUSTMENT ESTIMATE NO. 8	$8,544.32
FUEL ADJUSTMENT PREVIOUS ESTIMATE	$259,482.64
TOTAL FUEL ADJUSTMENT	$268,026.96

REMINDER: No adjustment will be made for price changes less plus or minus 0.05% ($2.617 – $2.895)

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January 6, 2023

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in January 2023 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	$2.4821	$0.6557
Diesel	$3.1242	$0.8253

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$2.7398	$650.00	$0.7238	$716.49
Viscosity Grade AC-10	$2.8662	$680.00	$0.7572	$749.56
Viscosity Grade AC-20	$2.6695	$633.33	$0.7052	$698.12
Viscosity Grade AC-30	$2.6976	$640.00	$0.7126	$705.47
Grade PG-64-22	$2.6695	$633.33	$0.7052	$698.12
Grade PG-67-22	$2.7627	$655.45	$0.7298	$722.50
Grade PG-76-22	$3.3799	$801.88	$0.8929	$883.91
Grade PG-82-22	$3.5828	$850.00	$0.9465	$936.95

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS		
Grade SS-1	$2.4025	$0.6347
Grade RS-2C (CRS-2)	$2.8613	$0.7559
Grade CRS-2P	$3.1599	$0.8348
Grade EA-1, EPR-1, & AE-P	$3.4500	$0.9114
Grade CSS-1 & 1H (Undiluted)	$2.4965	$0.6595
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	$1.6400	$0.4332

D. SHANE MARTIN, P.E.
STATE CONSTRUCTION ENGINEER

Minute Book Text Detail
Book 0230 Page 332 2023 COUNTY WIDE RAISED MARKERS
Date 2/ 6/2023 PLACEMENT MARKERS PROJECT

ORDER TO ACCEPT QUOTES FOR 2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT AND AWARD TO J.L. McCOOL CONTRACTORS, INC

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of bids for installation of raised pavement markers.

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

Be It Ordered by the Pearl River County Board of Supervisors to accept attached quotes for 2023 County Wide Raised Markers Placement Project and award project to McCool Construction, Inc., the lowest and best quote, on the recommendation of County Engineer.

Ordered and adopted, this the 6th day of February, 2023.

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

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

PEARL RIVER COUNTY BOARD OF SUPERVISORS

2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT
PEARL RIVER COUNTY, MS

CERTIFIED BID TABULATION

BID OPENING: FEBRUARY 3, 2023 @ 5:00 PM				ENGINEER'S ESTIMATE		J.L. MCCOOL CONTRACTORS, INC.		MCCRANEY STRIPING & SEAL COATING		LANE LINE		TRAFFIC CONTROL PRODUCTS	
PAY ITEM NO.	PAY ITEM DESCRIPTION	PLAN QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers (500 min. work order)	5,000	Each	$ 14.75	**$ 73,750.00**	$ 8.00	**$ 40,000.00**	$ 10.00	**$ 50,000.00**	$ 27.00	$ 135,000.00	$ 29.75	$ 148,750.00
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers (5,000 min. work order)	5,000	Each	$ 10.00	**$ 50,000.00**	$ 7.00	**$ 35,000.00**		**$ -**	$ 11.50	$ 57,500.00	$ 14.75	$ 73,750.00
											$ 192,500.00		**$ 222,500.00**

Certified Correct By: _____ Date: 02/03/2023
H. Les Dungan, III, P.E., County Engineer

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2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT
PEARL RIVER COUNTY BOARD OF SUPERVISORS

Proposal of: J.L. McCool Contractors, Inc.

11700 Hwy 613, Moss Point, MS 39562

P.O. Box 1765, Pascagoula, MS 39568-1765

The undersigned bidder has carefully examined the construction specifications attached and referred to the specifications captioned above, and having ascertained possible conditions to be encountered, hereby proposes to furnish all equipment, labor and materials necessary to complete the satisfactory construction of said project for the unit prices listed:

Item	Base Bid	Quantity	Unit	Unit Price	Total Price
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers	5,000	Each	$8.00	$ 40,000.00
				Total:	$ 40,000.00

SIGNED BY: Larry Lee DATE: February 01,2023

NOTES:

1. Proposals will be received until **5:00 p.m. on February 3, 2023**. Proposals may be e-mailed, faxed or hand delivered to Dungan Engineering, P.A. at the address listed above.

2. Written scope of work shall supersede where discrepancies exist between the written scope of work.

3. The award, if made will be to the lowest qualified quoter based on the quantities listed on the quote form. The Pearl River County Board of Supervisors reserves the right to reject any or all quotes and to award the project based on the quotes that best meets the objectives of Pearl River County.

4. The county will issue a task order outlining the roads to receive the raised markers. Task orders will include a minimum of 500 raised markers each.

5. The Owner WILL require a Performance or Payment Bond of the successful bidder for bid amount in excess of $25,000. The Owner WILL NOT require a Performance or Payment Bond of the successful bidder for bid amount less than $25,000. However, no payment for work will be made until all work required by the project documents is complete and has been accepted by the Pearl River County Board of Supervisors.

6. At the direction of the engineer, the inclusion of additional roads and addition of corresponding contract days, will be allowed by mutual agreement of the owner and contractor.

2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT
PEARL RIVER COUNTY BOARD OF SUPERVISORS

Proposal of: J.L. McCool Contractors, Inc.

11700 Hwy 613, Moss Point, MS 39562

P.O. Box 1765, Pascagoula, MS 39568-1765

The undersigned bidder has carefully examined the construction specifications attached and referred to the specifications captioned above, and having ascertained possible conditions to be encountered, hereby proposes to furnish all equipment, labor and materials necessary to complete the satisfactory construction of said project for the unit prices listed:

Item	Base Bid	Quantity	Unit	Unit Price	Total Price
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers	5,000	Each	$7.00	$ 35,000.00
				Total:	$ 35,000.00

SIGNED BY: _____ DATE: February 01,2023

NOTES:

1. Proposals will be received until **5:00 p.m. on February 3, 2023**. Proposals may be e-mailed, faxed or hand delivered to Dungan Engineering, P.A. at the address listed above.

2. Written scope of work shall supersede where discrepancies exist between the written scope of work.

3. The award, if made will be to the lowest qualified quoter based on the quantities listed on the quote form. The Pearl River County Board of Supervisors reserves the right to reject any or all quotes and to award the project based on the quotes that best meets the objectives of Pearl River County.

4. The county will issue a task order outlining the roads to receive the raised markers. Task orders will include a minimum of 5000 raised markers each.

5. The Owner WILL require a Performance or Payment Bond of the successful bidder for bid amount in excess of $25,000. The Owner WILL NOT require a Performance or Payment Bond of the successful bidder for bid amount less than $25,000. However, no payment for work will be made until all work required by the project documents is complete and has been accepted by the Pearl River County Board of Supervisors.

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2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT
PEARL RIVER COUNTY BOARD OF SUPERVISORS

Proposal of: McCRANEY STRIPING & SEAL COATING, LLC

P.O. BOX 300

LUCEDALE, MS 39452

The undersigned bidder has carefully examined the construction specifications attached and referred to the specifications captioned above, and having ascertained possible conditions to be encountered, hereby proposes to furnish all equipment, labor and materials necessary to complete the satisfactory construction of said project for the unit prices listed:

Item	Base Bid	Quantity	Unit	Unit Price	Total Price
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers	5,000	Each	$ 10.00 EA	$ 50,000.00
				Total:	$ 50,000.00

SIGNED BY: [signature] DATE: 02/03/2023

NOTES:

1. Proposals will be received until **5:00 p.m. on February 3, 2023**. Proposals may be e-mailed, faxed or hand delivered to Dungan Engineering, P.A. at the address listed above.

2. Written scope of work shall supersede where discrepancies exist between the written scope of work.

3. The award, if made will be to the lowest qualified quoter based on the quantities listed on the quote form. The Pearl River County Board of Supervisors reserves the right to reject any or all quotes and to award the project based on the quotes that best meets the objectives of Pearl River County.

4. The county will issue a task order outlining the roads to receive the raised markers. Task orders will include a minimum of 500 raised markers each.

5. The Owner WILL require a Performance or Payment Bond of the successful bidder for bid amount in

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2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT
PEARL RIVER COUNTY BOARD OF SUPERVISORS

Proposal of: Lane Line, LLC
1353 Flowood Dr. Suite L
Flowood MS 39232

The undersigned bidder has carefully examined the construction specifications attached and referred to the specifications captioned above, and having ascertained possible conditions to be encountered, hereby proposes to furnish all equipment, labor and materials necessary to complete the satisfactory construction of said project for the unit prices listed:

Item	Base Bid	Quantity	Unit	Unit Price	Total Price
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers	5,000	Each	$ 27.00	$ 135,000.00
				Total:	$ 135,000.00

SIGNED BY: [signature] DATE: 2/1/2023

NOTES:

1. Proposals will be received until **5:00 p.m. on February 3, 2023**. Proposals may be e-mailed, faxed or hand delivered to Dungan Engineering, P.A. at the address listed above.

2. Written scope of work shall supersede where discrepancies exist between the written scope of work.

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4. The county will issue a task order outlining the roads to receive the raised markers. Task orders will include a minimum of 500 raised markers each.

5. The Owner WILL require a Performance or Payment Bond of the successful bidder for bid amount in excess of $25,000. The Owner WILL NOT require a Performance or Payment Bond of the successful bidder for bid amount less than $25,000. However, no payment for work will be made until all work required by the project documents is complete and has been accepted by the Pearl River County Board of Supervisors.

6. At the direction of the engineer, the inclusion of additional roads and addition of corresponding contract days, will be allowed by mutual agreement of the owner and contractor.

2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT
PEARL RIVER COUNTY BOARD OF SUPERVISORS

Proposal of: Lane Line
1353 Flowood Dr. Suite L
Flowood MS 39232

The undersigned bidder has carefully examined the construction specifications attached and referred to the specifications captioned above, and having ascertained possible conditions to be encountered, hereby proposes to furnish all equipment, labor and materials necessary to complete the satisfactory construction of said project for the unit prices listed:

Item	Base Bid	Quantity	Unit	Unit Price	Total Price
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers	5,000	Each	$ 11.50	$ 57,500.00
				Total:	$ 57,500.00

SIGNED BY: Dale Kolack DATE: 2/2/2023

NOTES:

1. Proposals will be received until **5:00 p.m. on February 3, 2023**. Proposals may be e-mailed, faxed or hand delivered to Dungan Engineering, P.A. at the address listed above.

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4. The county will issue a task order outlining the roads to receive the raised markers. Task orders will include a minimum of ~~500~~ raised markers each.
   5000 ea as per Les

5. The Owner WILL require a Performance or Payment Bond of the successful bidder for bid amount in excess of $25,000. The Owner WILL NOT require a Performance or Payment Bond of the successful bidder for bid amount less than $25,000. However, no payment for work will be made until all work required by the project documents is complete and has been accepted by the Pearl River County Board of Supervisors.

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2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT
PEARL RIVER COUNTY BOARD OF SUPERVISORS

Proposal of: Traffic Control Products

235 Excell Drive

Pearl, MS 39208

The undersigned bidder has carefully examined the construction specifications attached and referred to the specifications captioned above, and having ascertained possible conditions to be encountered, hereby proposes to furnish all equipment, labor and materials necessary to complete the satisfactory construction of said project for the unit prices listed:

Item	Base Bid	Quantity	Unit	Unit Price	Total Price
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers	5,000	Each	$ 29.75	$ 14,875.00
				Total:	$14,875.00

SIGNED BY: Wendy R Clark DATE: 02/03/2023

NOTES:

1. Proposals will be received until **5:00 p.m. on February 3, 2023**. Proposals may be e-mailed, faxed or hand delivered to Dungan Engineering, P.A. at the address listed above.

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2023 COUNTY WIDE RAISED MARKERS PLACEMENT PROJECT
PEARL RIVER COUNTY BOARD OF SUPERVISORS

Proposal of: Traffic Control Products
235 Excell Drive
Pearl, MS 39208

The undersigned bidder has carefully examined the construction specifications attached and referred to the specifications captioned above, and having ascertained possible conditions to be encountered, hereby proposes to furnish all equipment, labor and materials necessary to complete the satisfactory construction of said project for the unit prices listed:

Item	Base Bid	Quantity	Unit	Unit Price	Total Price
S-627-L	Two-Way Yellow Reflective High Performance Raised Markers	5,000	Each	$ 14.75	$ 73,750.00
*Bid price is for a task order of a minimum of 5,000 markers.				**Total:**	$ 73,750.00

SIGNED BY: [signature] DATE: 02/03/2023

NOTES:

1. Proposals will be received until **5:00 p.m. on February 3, 2023**. Proposals may be e-mailed, faxed or hand delivered to Dungan Engineering, P.A. at the address listed above.

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6. At the direction of the engineer, the inclusion of additional roads and addition of corresponding contract days, will be allowed by mutual agreement of the owner and contractor.

ORDER TO APPROVE EMERGENCY SERVICES AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Emergency Services 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 Emergency Services Agenda Items as listed with attachments:

A. Authorize purchase of one (1) Self Contained Breathing Apparatus (SCBA) from Emergency Equipment Professionals Inc. in the amount of $8,851.83 under MS State Contract # 8200064759, on behalf of Steep Hollow Volunteer Fire Department.

B. Authorize purchase of two (2) sets of turn out gear from Sunbelt Fire in the amount of $9,369.00 under MS State Contract # 8200061201, on behalf of Southeast Volunteer Fire Department.

C. Approve and authorize President to execute attached 2023 Emergency Management Performance Grant (EMPG)

D. Authorize purchase of Storage locker utilized for storage of turnout gear in the amount of $9,072.00 from Sunbelt Fire, lowest and best quote, on behalf of Southeast Volunteer Fire Department.

Ordered and adopted, this the 6th day of February, 2023.

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

February 6th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: Authorize Purchase Steep Hollow Volunteer Fire Department SCBA

The Office of Emergency Services requests the Board of Supervisors authorize the purchase of one (1) Self Contained Breathing Apparatus (SCBA) from Emergency Equipment Professionals Inc. for $8,851.83 under MS state Contract # 8200064759, on behalf of Steep Hollow Volunteer Fire Department.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services

810 Highway 11 South
Poplarville, MS 39470

Phone: (601) 795-3058
Fax: (601) 795-3074

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Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax:(662) 342-7251

DIESEL POWERSOLUTIONS

QUOTE 214767

CUSTOMER NO.
16315

BILL TO:

Pearl River County
200 S Main Street
Poplarville, MS 39470

SHIP TO:

Pearl River County
200 S Main Street
Poplarville, MS 39470

PHONE: 601/403-2308
FAX:

Visit our website at www.emergencyequipment.us

DATE	SHIP VIA	F.O.B.	TERMS
01/23/23	Our Truck		NET 30 DAYS

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
	01/23/23	RP RP	214767

QUANTITY REQUIRED	QUANTITY SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		SCH.X8814025005A04	SCOTT AIR PAK X3 PRO 4.5 PSI Air-Pak X3 Pro SCBA (2018 Edition) with CGA Connection Parachute Buckles 4500 Standard No Escape Rope E-Z Flo Regulator with Quick Connect Hose None-UEBSS Pak-Tracker/SEMSS II PRo No Case 2 SCBA Per Box (Black)	6,109.33	6,109.33
2		SCH.804722-01	SCOTT CARBON CYLINDER 45 MIN 4500 PSI W/VALVE ASSY	1,201.89	2,403.78
1		SCH.201215-02	SCOTT AV3000 HT FACEPIECE (M) KLVR MEDIUM	338.72	338.72

Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below

Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized.

If the supplier to EEP modifies prices after the order has been submitted, the customer will have the right to cancel

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

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Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax:(662) 342-7251

QUOTE 214767

CUSTOMER NO.
16315

BILL TO:

Pearl River County
200 S Main Street
Poplarville, MS 39470

SHIP TO:

Pearl River County
200 S Main Street
Poplarville, MS 39470

PHONE: 601/403-2308
FAX:

Visit our website at www.emergencyequipment.us

DATE	SHIP VIA	F.O.B.	TERMS
01/23/23	Our Truck		NET 30 DAYS

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
	01/23/23	RP RP	214767

QUANTITY REQUIRED	QUANTITY SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		without penalty.			
		STATE CONTRACT 8200064759			

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
8,851.83			8,851.83	0.00		8,851.83

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

February 6th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: Authorize Purchase Southeast Volunteer Fire Department PPE

The Office of Emergency Services requests the Board of Supervisors authorize the purchase of two (2) sets of turn out gear from Sunbelt Fire for $9,369.00 under MS state Contract # 8200061201, on behalf of Southeast Volunteer Fire Department.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services

810 Highway 11 South
Poplarville, MS 39470

Phone: (601) 795-3058
Fax: (601) 795-3074

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SunbeltFire

8050 McGowin Dr.
Fairhope, AL 36532
Phone (800) 642-8484
Fax (251) 928-9933

Quote

Date: 1/11/2023

Customer

Name SOUTHEAST PEARL RIVER
Address
City **State** **ZIP**
Phone/Cell

Billing Address

Qty	Description	Unit Price	TOTAL
2	GLOBE GXCEL TURNOUT GEAR COAT GLD PBI MAX, GLIDE ICE PBI G2, STEDAIR 3000 L/Y NYC SCOTCHLITE TRIPLE TRIM "SOUTHEAST FD" ROW A, STRAIGHT 5X20 HANGING PATCH FOR FF NAME ZIPPE IN/VELCRO OUT CLOSURE RADIO POCKET LEFT CHEST W/ MIC TAB ABOVE SUNLANCE HOLDER RIGHT CHEST W/ MIC TAB ABOVE US FLAG LEFT SLEEVE GREY NOMEX HAND AND WRIST GUARDS	$ 2,138.00	$ 4,276.00
2	GLOBE PANT SYSTEM (SAME MATERIALS AS ABOVE) 3" L/Y SCOTCHLITE TRIPLE TRIM AROUND CUFFS ZIPPER IN/VELCRO FLY W/ NOMEX BELT AND WIDE LOOPS 2X10X10 EXPANSION POCKETS DRAGONHIDE KNEES STD H BACK PADDED SUSPENDERS	$ 1,715.00	$ 3,430.00
1	MSA CAIRNS 664 MODERN HELMET W/ 4" TUFFSHIELD	$ 285.00	$ 285.00
1	FRONT DECAL FOR HELMET	$ 6.00	$ 6.00
2	CRESCENT FOR SIDE OF HELMET	$ 6.00	$ 12.00
2	GLOBE SUPREME LEATHER BOOTS	$ 550.00	$ 1,100.00
2	VANGUARD MK-1 ULTRA GLOVES	$ 130.00	$ 260.00

YES	Will customer accept partial shipments and invoices?	SubTotal	$ 9,369.00
NO		Shipping	
		Tax Rate(s) 0.00%	
		0.00%	$ -
		TOTAL	$ 9,369.00

Outside Rep Matt Nault
Phone 800-642-8484
Cell 228-697-4453
e-mail mnault@sunbeltfire.com
Inside Rep Dalton Combs
Phone 1-800-642-8484 or Direct 251-929-9574
e-mail dcombs@sunbeltfire.com

Office Use Only

MS STATE CONTRACT GLOBE# 8200061201

"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"

February 6th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: Authorize & Execute 2023 Emergency Management Performance Grant

The Office of Emergency Services requests the Board of Supervisors authorize the participation in the 2023 Emergency Management Performance Grant (EMPG) and execute with the Board Presidents Signature.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services

810 Highway 11 South
Poplarville, MS 39470

Phone: (601) 795-3058
Fax: (601) 795-3074

EMPG EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

County Application and Workplan

FY 2023 CFDA 97.042

October 1, 2022 – September 30, 2023

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

Pearl River

County

All Emergency Management Performance Grant Program applicants are required to submit a work plan that details how allocated funds will be used.

PLEASE DO NOT SUBMIT DOUBLE-SIDED. ONLY SINGLE-SIDED APPLICATIONS WILL BE ACCEPTED.

1. County

Pearl River

2. EMPG Status

- [x] Current EMPG Program Participant
- [ ] New EMPG Program Participant

3. [1]Briefly explain how these funds will close capability gaps or maintain current capability levels. (This section should include statements about the equitable distribution of goods and services and may include eligible items such as salaries, utilities, day- to-day operations, planning, training, exercises, essential equipment, etc.)

Pearl River County is in close proximity to the Gulf of Mexico, It has been impacted by Hurricanes, floods, and tornadoes in the recent past. EMPG is the primary funding source for the county's emergency management agency. PREMA utilizes the "whole community" concept when planning for, responding to, recovering from and mitigating potential disasters. The system has proven to make Pearl River County more resilient and better prepared.

4. Select which description best describes the status of emergency management.

- [x] Full-time, permanent staff whose primary responsibility is emergency management
- [ ] Emergency management duties are assigned to full-time staff with other significant duties
- [ ] Emergency management is a part-time or seasonal position or contracted
- [ ] Emergency management duties are assumed as needed by other staff or elected officials

5. List the name and position of each staff member whose position is funded through the EMPG Program.

EMPG Program Funded Staff	Full-Time or Part- Time	If Part-Time, indicate number
Name: Shawn Wise Position: Director	Full	
Name: Jonathan Head Position: Deputy	Full	
Name: Position:		
Name: Position:		
Name: Position:		
Name: Position:		
Name: Position:		

[1] The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustaining, and delivery of core capabilities. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response and Recovery Mission areas described in the Goal.

6. In order for MEMA to ensure all costs and activities are reasonable, allowable and support the National Preparedness Goal, please provide clear and comprehensive responses to items a-e below.

a) Provide a description of how the allocated funds will be used to close identified capability gaps and address equity in the delivery of goods and services:

These funds are valuable to aid our county in achieving a whole community concept of emergency management. These funds wuill be used for the purpose of maintaining an up to date comprehensive emergency management plan (CEMP)

b) Please select **1 - 3** of the **32 FEMA Core Capabilities** that will be built, sustained, or built and sustained with the FY 2023 EMPG funds. Additional information about FEMA's Core Capabilities may be found on their website here: https://www.fema.gov/core-capabilities

Prevention	Protection	Response	Recovery	Mitigation
☒ Planning	☐ Planning	☐ Planning	☐ Planning	☐ Planning
☐ Operational Coordination	☐ Operational Coordination	☒ Operational Coordination	☐ Operational Coordination	☐ Operational Coordination
☐ Public Information & Warning	☐ Public Information & Warning	☒ Public Information & Warning	☐ Public Information & Warning	☐ Public Information & Warning
☐ Intelligence and Information Sharing	☐ Intelligence and Information Sharing	☐ Infrastructure Systems	☐ Infrastructure Systems	☐ Community Resilience
☐ Screening, Search, and Detection	☐ Screening, Search, and Detection	☐ Critical Transportation	☐ Economic Recovery	☐ Long-term Vulnerability Reduction
☐ Interdiction and Disruption	☐ Interdiction and Disruption	☐ Environmental Response/Health and Safety	☐ Health & Social Services	☐ Risk & Disaster Resilience Assessment
☐ Forensics and Attribution	☐ Access Control and Identity Verification	☐ Fire Management and Suppression	☐ Housing	☐ Threat & Hazard Identification
	☐ Cybersecurity	☐ Fatality Management	☐ Natural and Cultural Resources	
	☐ Physical Protective Measures	☐ Mass Care Services		
	☐ Risk Management for Protection Programs and Activities	☐ Mass Search and Rescue Operations		
	☐ Supply Chain Integrity and Security	☐ On-scene Security, Protection and Law Enforcement		
		☐ Operational Communications		
		☐ Logistics & Supply Chain Management		
		☐ Public Health, Healthcare & Emergency Medical Services		
		☐ Situational Assessment		

c) Provide detail on how these funds will address capability gaps by closing identified gaps, **or** sustaining/ maintaining current capabilities identified as high priority for the Prevention, Protection, Mitigation, Response and Recovery activities in your county **(the anticipated outcomes)**. (You can use the core capabilities above to populate this section.)

These funds are valuable to aid our county in achieving a whole community concept of emergency management. The funds will be used expressley for the purpose of maintaining an up-to-date CEMP. It will further enable us to prepare for, reposnd to, recover fromand mitigate all hazards that our community may face in the future. It will further be used to train and exercise the whole community.

The following categories are allowable under the EMPG Program: Planning, Organizational, Equipment, Training, Exercises and Management and Administrative. See the MEMA EMPG Subrecipient Program and Application Guidance document for more detailed information.

7. [2]Complete this budget table to itemize all proposed equipment costs from October 1, 2022 – September 30, 2023. All costs must be allowable under the 2023 EMPG Program. REMEMBER: Any purchases of $5,000 or more must have prior written approval by the Grants Bureau Director. Two quotes will be required for any purchases of $5,000 OR more.

Description of Equipment	[3]AEL# (as applicable)	Fixed or portable	Quantity	Total Cost

8. Insert total operating budget for EMA/CD operating expenses for FY2023. Do not use percentages. (This should not exceed 50 percent of the total EMA budget).

Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Planning	4000	4000	4000	4000	16000
Organization	4750	4750	4750	4750	19000
Equipment	3000	3000	3000	3000	12000
Training	1000	1000	1000	1000	4000
Exercises	1000	1000	1000	1000	4000
M & A					
Total					55000

[2]Any changes, additions, etc. to the above plan should be submitted in writing to MEMA via the change of scope form.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The applicants' states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant's County:
Pearl River

Name/Title of Authorized Representative:
Shawn Wise

Date:
2.6.23

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE EMA Director
APPLICANT ORGANIZATION Pearl River	DATE SUBMITTED 2.6.23

Standard Form 424B (Rev. 7-97) Back

FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

1. Applicant: Pearl River

2. UEI#: J5HCN1B42TU6

3. Registered in SAM
- [x] Yes
- [ ] No

4. Physical Address Associated with UEI#:

Street:	207 West Pearl Street
City:	Poplarville
State:	MS
9-Digit ZIP Code:	39470
Country:	USA

5. Is your annual gross revenue made up 80% or more in federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements?
- [ ] Yes
- [x] No

6. Do you receive $25,000 or more in annual gross revenue from federal contracts, sub-contracts, loans, grants, sub-grants, and/or cooperative agreements?
- [x] Yes
- [ ] No

7. Is salary information for all top management positional available to the public on SEC.gov?
- [x] Yes
- [ ] No

8. Does your county sub-award any grant funds received from MEMA?
- [ ] Yes
- [x] No

I, Shawn Wise hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

Name: Shawn Wise

Agency/Organization: Pearl River County EMA

Title: Director

Phone: 601.795.3058

Email: swise@pearlrivercounty.net

For MEMA Office Use Only:

Grant Award Name_____ Grant Award ID#_____

Grant Award Amount_____ Date Obligated_____

MEMA Official Initials_____ Entered into FSRS.gov by_____ Date Entered_____

MEMA-FFATA 2023

By signing below, the Emergency Management Agency/Civil Defense Agency certifies that it will accomplish the projected programs to the best of its' ability, will provide the necessary support to accomplish completion and understand and agree that completion of, or progress toward, said projected programs is a condition for participation in the Emergency Management Performance Grant Program. Note: Please obtain the signatures of the Emergency Management Director and Authorized Official for the signature blocks in the below certification. The Authorized Official is an individual who has been authorized by the governing body of the county to apply for, accept or decline grants on behalf of the county or organization.

THIS AGREEMENT IS HEREBY ENTERED INTO AS EXECUTED BY THE FOLLOWING OFFICIALS:

Submitted by: Pearl River County

Signature, Local Emergency Management/Civil Defense Agency Director — Date: 2.6.23

Approved: Pearl River County

Signature, President Board of Supervisors/Council/Director — Date: 2.6.23

Approved: State of Mississippi — Date: _____

Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency — Date: _____

February 6th, 2023

Stephen C. McCraney Executive Director
Mississippi Emergency Management Agency Post Office Box 5644
Pearl, Mississippi 39288-5644

Subject: FY 2023 Emergency Management Performance Grant Application

Mr. McCraney:

The Pearl River County Emergency Management Agency is applying for participation in the Emergency Management Performance Grant Program and funding support provided through the program. The required matching funds will be provided from local sources as reported in the enclosed application. To my knowledge, all the information provided in this application is correct and has been reviewed by the proper governing body. Please contact this office if you have any questions or require additional information regarding this application.

Shawn Wise
Pearl River County Office of Emergency Services
Director

810 Highway 11 South
Poplarville, MS 39470

Phone: (601) 795-3058
Fax: (601) 795-3074

February 6th, 2023

Stephen C. McCraney Executive Director
Mississippi Emergency Management Agency Post Office Box 5644
Pearl, Mississippi 39288-5644

Subject: Verification of FY 2023 Salaries and Positions paid with EMPG Funds

Mr. McCraney,

The letter is to verify the annual salaries for the positions listed below at Pearl River County Emergency Management Agency

1. Shawn Wise $57750.00
2. Jonathan Head $53310.00

If there are any questions, I may be reached at the following number (*601.795.3058*).

Shawn Wise
Pearl River County Office of Emergency Services
Director

810 Highway 11 South
Poplarville, MS 39470

Phone: (601) 795-3058
Fax: (601) 795-3074

February 6th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: Authorize purchase of Mobile Red Rack -Southeast Volunteer Fire Department

The Office of Emergency Services requests the Board of Supervisors authorize the purchase of a Storage locker utilized for the storage of turnout gear for $9072.00 on behalf of Southeast Volunteer Fire Department from Sunbelt Fire which is the lowest and best price.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services

810 Highway 11 South
Poplarville, MS 39470

Phone: (601) 795-3058
Fax: (601) 795-3074

360

SunbeltFire

8050 McGowin Dr.
Fairhope, AL 36532
Phone (800) 642-8484
Fax (251) 928-9933

Quote

Date: 2/2/2023

Customer

Name: PEARL RIVER COUNTY
Address:
City: State: ZIP:
Phone/Cell:

Billing Address

Qty	Description	Unit Price	TOTAL
4	RMSS-3/20SEC MOBILE RED RACK, SINGLE SIDED, 3 SECTION 20" W/ SECURITY OPTION	$ 1,738.00	$ 6,952.00
2	WRO WALL RACK ORGANIZER	$ 185.00	$ 370.00

YES	Will customer accept partial shipments and invoices?	SubTotal	$ 7,322.00
NO		Shipping	$ 1,750.00
		Tax Rate(s) 0.00%	
		0.00%	$ -
		TOTAL	$ 9,072.00

Outside Rep: Matt Nault
Phone: 800-642-8484
Cell: 228-697-4453
e-mail: mnault@sunbeltfire.com
Inside Rep: Dalton Combs
Phone: 1-800-642-8484 or Direct 251-929-9574
e-mail: dcombs@sunbeltfire.com

Office Use Only

"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"

361

-- QUOTATION --

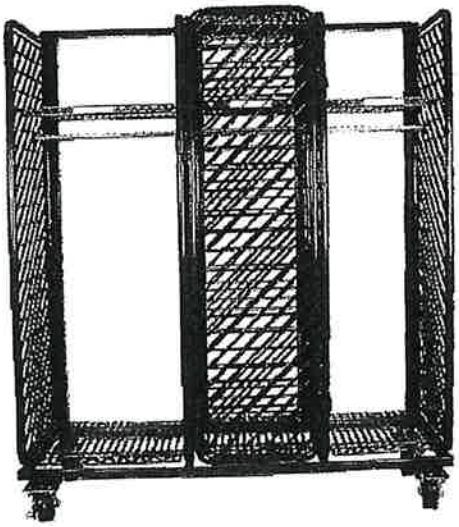
GOLDY'S Fire Apparatus, LLC

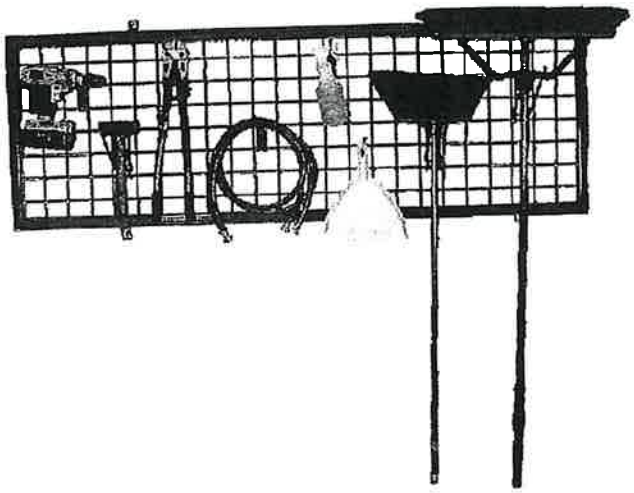
115 Godfrey Road * Tupelo, Mississippi * 38801
PH: (662) 401-5152 FAX: (662) 840-3740
steve@goldysfire.com
http://www.goldysfire.com

Date: 1/31/2023
TM: House
Email: southeasta1@yahoo.com
FAX:
Phone: 601-273-0450

Southeast FD
Billing: 654 F Z Goss Road
Shipping: 654 F Z Goss Road
City: Picayune State: MS Zip: 39466
Attention: ***Tony Scharenbroch***

ITEM	QUAN	PART #	DESCRIPTION	PRICE/ea.	TOTAL
1	4	RMSS-3/20SEC	Red Rack Mobile Single Sided unit with three sections - 20" per section with security option	$1,799.00	$7,196.00
2	2	WRO	wall rack organizer	$192.00	$384.00
3	1		ESTIMATED pallet & shipping charges	$1,750.00	$1,750.00





NOTE: This is a special order item and may not be eligible for cancellation or return. Prices are valid only until manufacturer's next price increase and are subject to change without notice. Any applicable surcharges or tariffs charged by the manufacturer will be prepaid and applied to your invoice.

Crating and/or freight charges are **NOT** included. Crating and/or freight will be prepaid and added to your invoice.

Grand Total **$9,330.00**

TERMS: Due on Receipt

DELIVERY: 2 - 10 weeks A.R.O.

SHIPMENT: F.O.B. shipping point (customer pays freight)

By: Stan Goldin

VALID UNTIL MANUFACTURER'S NEXT PRICE INCREASE. PRICES ARE FOR QUANTITIES LISTED ONLY!

ORDER TO APPROVE CPS BUILDING AGENDA ITEMS

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

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 CPS Building Agenda Items as listed with attachments:

A. Ratify check issued to Rayford Lee for framing. (Invoice and check attached)

B. Authorize County Administrator and Project Manager to obtain quotes or bids for the renovation of CPS Building and authorize to issue checks to vendors once work is completed. All invoices and checks issued will be on the following agenda for ratification.

Ordered and adopted, this the 6th day of February, 2023.

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

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

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

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 1, 2023

Board of Supervisors,

Please ratify the check issued to Rayford Lee for framing on the CPS Building. Copy of the invoice and check are attached.

Authorize the County Administrator and Derek Perry, Project Manager to obtain quotes or bids for the renovation of the CPS building and authorize to issue checks to vendors once the work is completed. All invoices and checks issued will be on the following agenda for ratification.

Thanks,

Adrain

364

Rayford Lee

615887

Statement

DATE 1-19-23

TERMS

TO Pearl River County

IN ACCOUNT WITH Framing on CPS building
PO # 101690

Rayford Lee

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT $ 3,800.00

09-10

adams DC5812

365.

STATE OF MISSISSIPPI - PEARL RIVER COUNTY
BOARD OF SUPERVISORS
POPLARVILLE, MISSISSIPPI 39470
PEARL RIVER COUNTY - ACCOUNTS PAYABLE ACCOUNT

VOID IF NOT CASHED WITHIN 6 MONTHS
BANKPLUS
POPLARVILLE, MS
85-194/653

147950
CHECK NO.
147950

Ref: 001-0231972 Claim No. 1032

Three Thousand Eight Hundred And No/100 Dollars

PAY TO THE ORDER OF:
****
RAYFORD LEE**********
1337 ROCKRANCH RD
CARRIERE MS 39426

DATE
1/20/2023

AMOUNT
$3,800.00

AUTHORIZED SIGNATURE

⑈147950⑈ ⑆065301948⑆ 172 032⑈8960⑈

DETACH THIS PORTION, RETAIN FOR YOUR RECORDS.

STATE OF MISSISSIPPI - PEARL RIVER COUNTY
BOARD OF SUPERVISORS - POPLARVILLE, MISSISSIPPI

Account	Check Date	Description	Invoice	Amount
001151524	1/20/2023	FRAMING OLD TAX OFFICE		3,800.00
			Total	3,800.00

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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 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 the following Consent Agenda Items as listed with attachments:

A. Private Road Name - Saints Way

B. Private Road Name - Norris Oaks Lane

C. Approve request to reimburse electrical permit fee to Titan Solar Power MS, Inc in the amount of $45.00.

D. Circuit Court Order Appointing and Setting Salary for Official Court Reporter Abbey Turnage.

E. Additions and Renovations to Courthouse Project's Construction Change Directive for New Natural Gas Generator Installation.

F. Public Defender's personnel:
Neugolca T. Rosario Office Administrator Resign

G. Approve and execute 2023-2024 ESRI sole source annual maintenance agreement.

H. Central Dispatch personnel:

Meagan Calhoun	Terminate
Anjelica Moye	Terminate
Stephanie Lockley	Hire
Heather Vinson	Hire

I. Approve Capital One Sparks Business Card payment in the amount of $4,299.95.

J. Charter Communications 2022 4th quarter fee payment.

(CONTINUED ON NEXT PAGE)

K. Courthouse Renovations Project payments for Application #10 to Hanco Corporation in the amount of $111,500.55 and January invoice to Landry Lewis Germany Architects in the amount of $1,561.00.

L. Issuance of Duplicate Warrant to Kentwood Spring Water in the amount of $3,536.24.

M. Approve and authorize President to execute attached Small Cell Installation Agreement and Easement with Cellular South Real Estate, Inc. and Telepak Networks, Inc., d/b/a C Spire for C Spire to put a repeater on the tower at the Jail.

N. Declare attached equipment from Fair Grounds as surplus and authorize to sell by accepting sealed bids for the various equipment.

O. Pearl River County School District's Residential Lease

P. Public Defender's personnel:
Ashley Redden Hire

Ordered and adopted, this the 6th day of February, 2023.

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

PEARL RIVER COUNTY
DEPARTMENT OF PLANNING & DEVELOPMENT
E-911 ADDRESSING DIVISION

TO: Sandy Kane Smith (President) and Board of Supervisors

FROM: Carolyn Nelson

SUBJECT: **Private Road Name – Saints Way**

DATE: January 24, 2023

Dear Honorable Board of Supervisors,

This office is presenting a request on behalf of the residents, to name a private drive. The new private road name will be **Saints Way** and will be coming off **Sones Chapel RD** at approximately address range **147.** This road is located in **District 3.**

A signed petition has been obtained from all property owners, who have adjoining land to the road. The signed petition(s) and map(s) – which reflect the road location, are attached.

The private drive will remain private and will never be brought into the county road maintenance program. The landowners will be responsible for the maintenance of the private drive and will install a road sign in agreeance with the Pearl River County E-911 Ordinance.

Thank you,

Carolyn Nelson

Enclosure(s): signature page(s) with map(s)

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PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S)

TO NAME PRIVATE ROAD

Date: 1/6/2023

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than FIFTEEN (15) characters, including spaces. No special characters, such as, hyphens or apostrophes can be used. Once the road name has been approved, THE PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days in accordance with the Pearl River County Enhanced 911 Ordinance. Once road sign has been erected, the new addresses will be issued. The signs shall be blue with at least 3" white reflective letters. Non-Compliance may result in a $50.00 fine per property owner, I(we), the property owner(s) request the following private road name:

SAINTS WAY

I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.

Signature

Bruce Bonnecarrere Sharon Bonnecarrere

Print Name

147 Winslows Rd / 153 Sones Chapel

Carriere MS 39426 / Carriere, MS

Address / Phone No.

504-450-3394

Tax Map Parcel Number

Signature

Amanda Long

Print Name

147A Sones Chapel Rd 601-337-0220

Address Carriere MS 39426 Phone No.

Tax Map Parcel Number

Signature

Print Name

Address Phone No.

Tax Map Parcel Number

Charles R Lange Jr Crystal L Lange

Signature

Charles R Lange Jr Crystal L Lange

Print Name

147B Sones Chapel Rd 601 749 1409

Carriere MS 39426

Address Phone No.

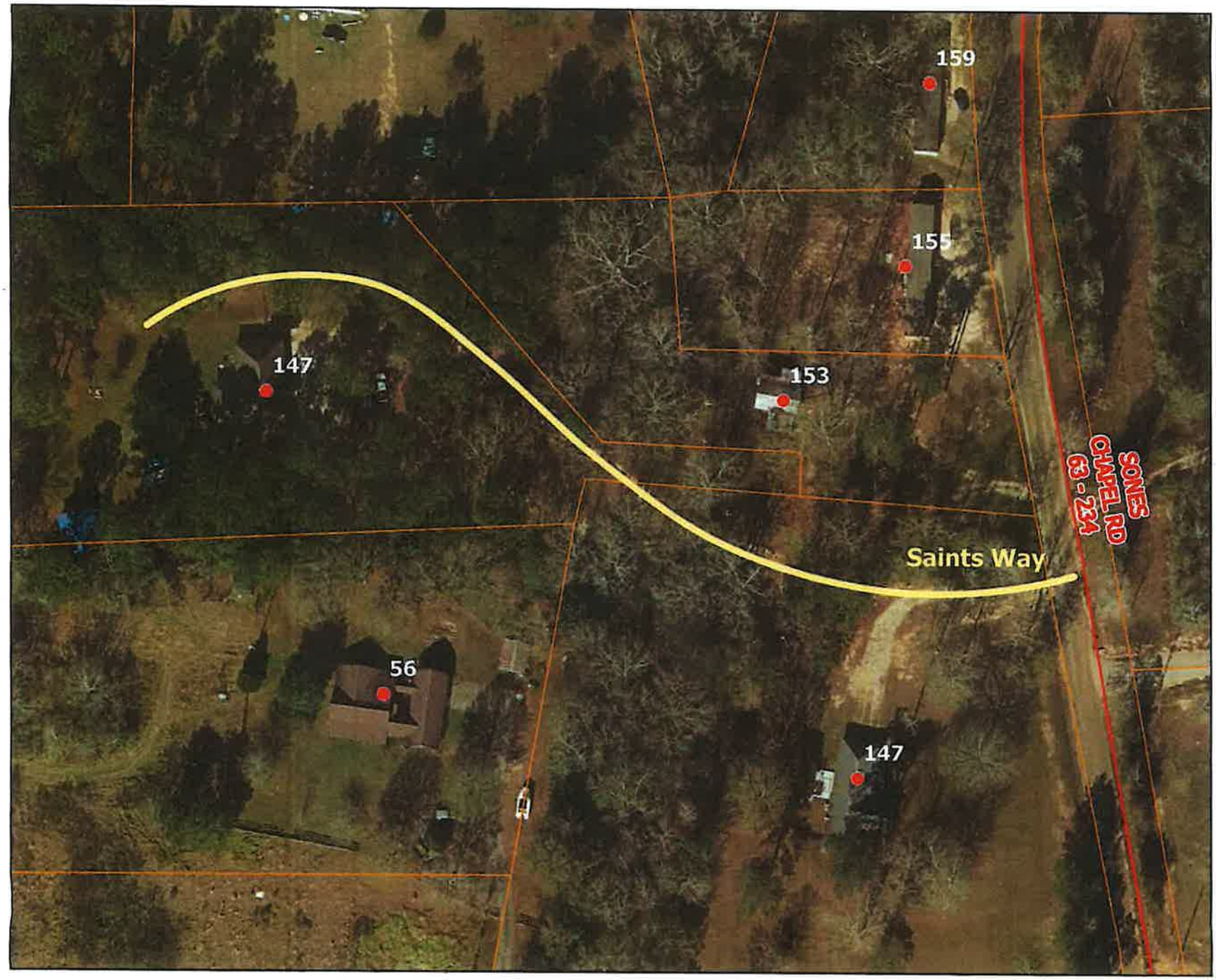
Tax Map Parcel Number

The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.

Signature

1/24/23

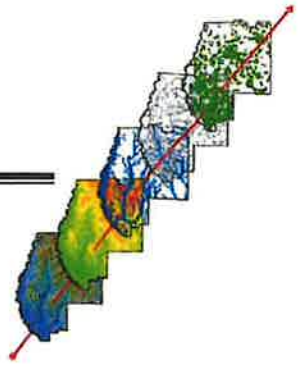
Date


159
155
153
147
56
147
Saints Way
SONES
CHAPEL RD
63 - 234

SONES
CHAPEL RD
63 - 234
Saints Way

372

PEARL RIVER COUNTY
DEPARTMENT OF PLANNING & DEVELOPMENT
E-911 ADDRESSING DIVISION



TO: Sandy Kane Smith (President) and Board of Supervisors

FROM: Carolyn Nelson – E-911 Coordinator

SUBJECT: **Name Private Road – Norris Oaks Lane**

DATE: January 5, 2023

Dear Honorable Board of Supervisors,

This office is presenting a request on behalf of the property owner, to name a private drive. He will be erecting three new residential structures on the property. The new private road name will be **Norris Oaks Lane** and will be off Flat Top RD at address range 48. The new road is located in District 4.

A signed petition has been obtained from the property owner. The signed petition and a map – which reflects the road location, are attached.

The private drive will remain private and will never be brought into the county road maintenance program. The landowner will be responsible for the maintenance of the private drive and will install a road sign in agreeance with the Pearl River County E-911 Ordinance.

Thank you,

Carolyn Nelson

Enclosure(s): signature page with map(s)

373

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S)

TO NAME PRIVATE ROAD

Date: 1/24/2023

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than FIFTEEN (15) characters, including spaces. No special characters, such as, hyphens or apostrophes can be used. Once the road name has been approved, THE PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days in accordance with the Pearl River County Enhanced 911 Ordinance. Once road sign has been erected, the new addresses will be issued. The signs shall be blue with at least 3" white reflective letters. Non-Compliance may result in a $50.00 fine per property owner, I(we), the property owner(s) request the following private road name:

Norris Oaks Lane

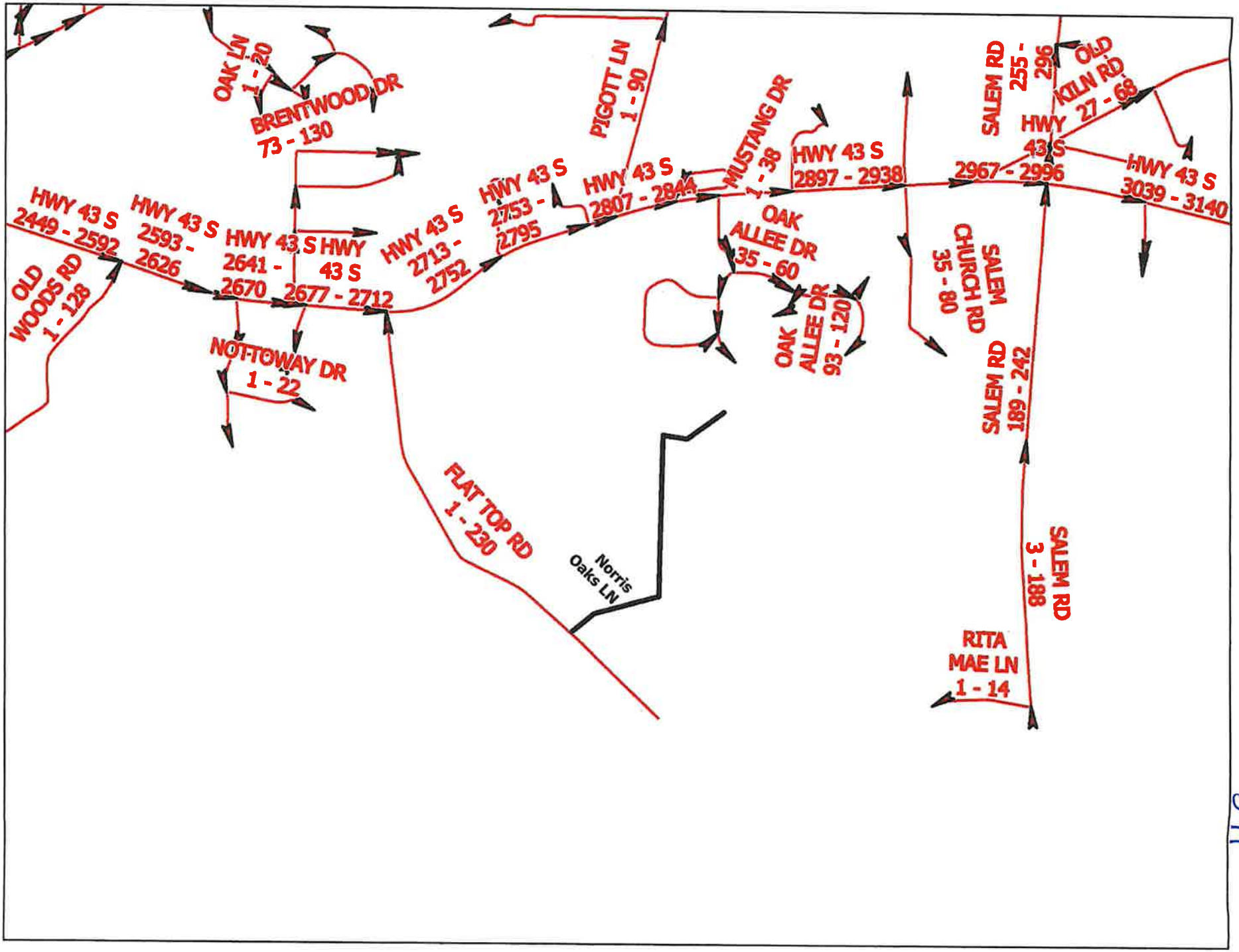
I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.

Signature	Signature
Danny Norris Print Name	Print Name
48 Flat Top RD 985-960-1374 Address Phone No.	Address Phone No.
616 521 000000 2000 Tax Map Parcel Number	Tax Map Parcel Number
Signature	Signature
Print Name	Print Name
Address Phone No.	Address Phone No.
Tax Map Parcel Number	Tax Map Parcel Number

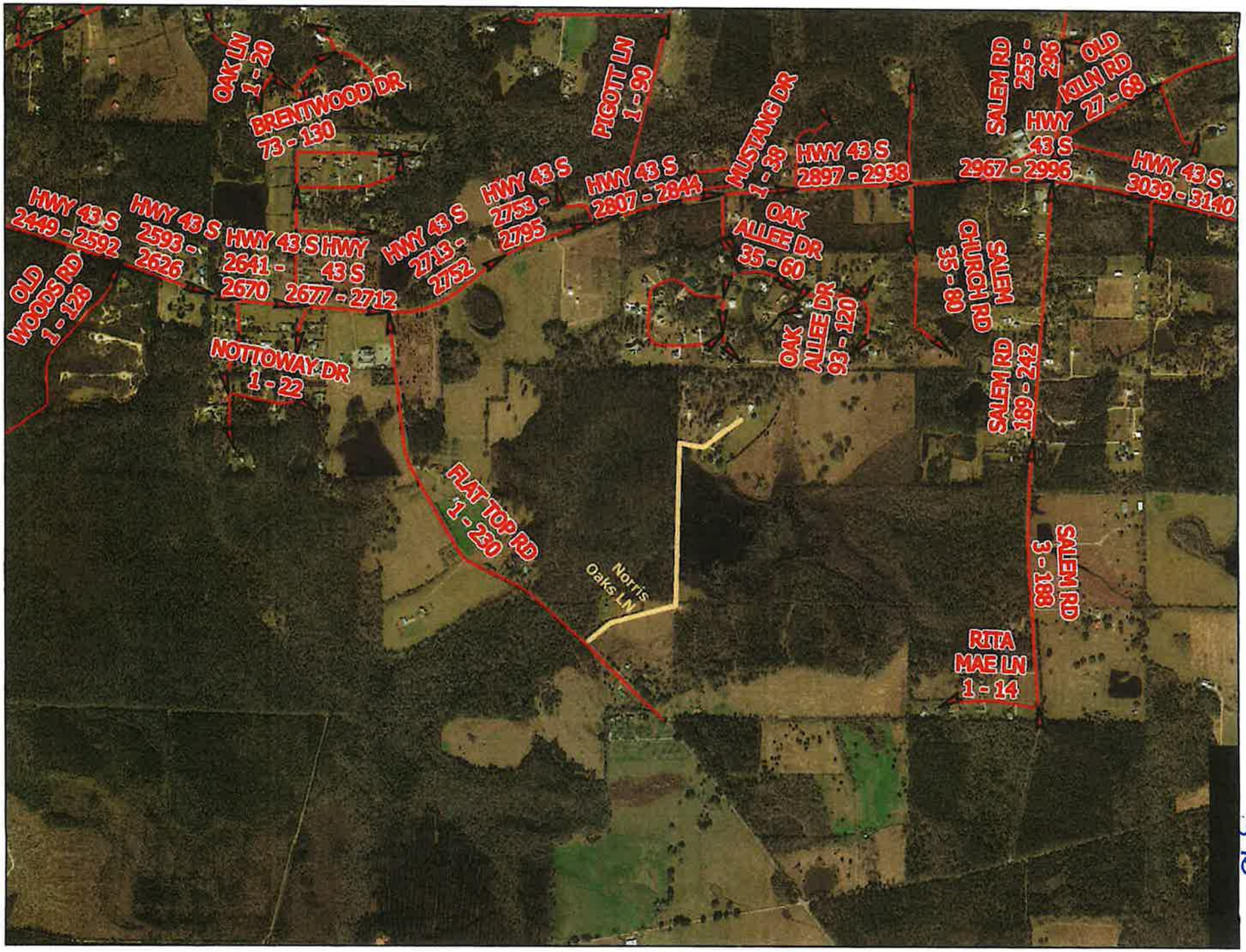
The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.

Signature

1/24/23
Date


OAK LN
1 - 20
BRENTWOOD DR
73 - 130
PIGOTT LN
1 - 90
MUSTANG DR
1 - 38
HWY 43 S
2897 - 2938
SALEM RD
255 - 296
OLD KILN RD
27 - 68
HWY 43 S
2967 - 2996
HWY 43 S
3039 - 3140
HWY 43 S
2449 - 2592
HWY 43 S
2593 - 2626
HWY 43 S
2641 - 2670
HWY 43 S
2677 - 2712
HWY 43 S
2713 - 2752
HWY 43 S
2753 - 2795
HWY 43 S
2807 - 2844
OAK ALLEE DR
35 - 60
OAK ALLEE DR
93 - 120
SALEM CHURCH RD
35 - 80
OLD WOODS RD
1 - 128
NOT-TOWAY DR
1 - 22
SALEM RD
189 - 242
FLAT TOP RD
1 - 230
Norris Oaks LN
SALEM RD
3 - 188
RITA MAE LN
1 - 14

374


OAK LN
1 - 20
BRENTWOOD DR
73 - 130
PIGOTT LN
1 - 90
MUSTANG DR
1 - 38
HWY 43 S
2897 - 2938
SALEM RD
255 - 296
OLD
KILN RD
27 - 68
HWY
43 S
2967 - 2996
HWY 43 S
3039 - 3140
HWY 43 S
2449 - 2592
HWY 43 S
2593 - 2626
HWY 43 S
2641 - 2670
HWY
43 S
2677 - 2712
HWY 43 S
2713 - 2752
HWY 43 S
2753 - 2795
HWY 43 S
2807 - 2844
OAK
ALLEE DR
35 - 60
OAK
ALLEE DR
63 - 120
SALEM
CHURCH RD
35 - 88
SALEM RD
189 - 242
OLD
WOODS RD
1 - 128
NOTTOWAY DR
1 - 22
FLAT TOP RD
1 - 230
Norris
Oaks LN
SALEM RD
3 - 188
RITA
MAE LN
1 - 14

MEMORANDUM

TO: Sandy Kane Smith, President and Board of Supervisors

FROM: Carolyn Nelson

SUBJECT: Reimbursement of Solar Panel Permit Fee

DATE: January 31, 2023

Titan Solar Power is requesting reimbursement of an electrical permit fee.

Permit Number and Fee Amount:	**20221107**	**$50.00**
Less 10% Plan Review Fee		$5.00
TOTAL REFUNDS TO BE RETURNED:		**$45.00**

Upon approval, send the refund check to the address below:

Titan Solar Power MS, Inc
8124 Opportunity Drive
Milton, FL 32583

Attachments: building permit and receipt.

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Tammy Campbell

From: Mississippi Permitting <mspermitting@titansolarpower.com>
Sent: Monday, January 30, 2023 12:54 PM
To: Tammy Campbell
Subject: permit cancellation # 20221107 Keavy Estus 3808 MS-HWY 43 N
Attachments: TSP142969 SIGNED permit docs .pdf

Good Day

I would like to request a refund and cancellation of permit # 20221107 for Keavy Estus 3808 MS-HWY 43 N. The Homeowner stated she no longer wants to move forward with solar and requested to cancel. She stated after being informed of needing roof work, she feels it's financially best to hold off.

Please send a refund to Titan Solar Power MS, Inc. at 8124 Opportunity Drive, Milton, FL 32583.

Thank you for your efforts.

Respectfully,
Mychie Layne
MS Permitting Coordinator
for Contractor,
Christopher Verner or Thomas Porter 24105-MC

AZ #334037 | CA #1062072 | CO #EC.0101592 | CT #HIC.0659917 | FL #EC13011675 | GA #EN.217911 | IL #ECC95923 | KS #2022-0010440 | LA #CL.72676 | MD #14480 | MO #2020006346 | MS #24105-MC | NC #U.34445 | NJ #13VH11406000 | NM #393719 | NV #84903 | OH #EL.48730 | PA #PA.170791 | SC #CLM.115504 | TN #75667 | TX #32912 | UT #11674728-5501 | VA #2705177035 | WI #1537311

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PEARL RIVER COUNTY
402 S MAIN ST
POPLARVILLE, MS 39470

P-601-403-2202
F-601-403-2209

ELECTRICAL PERMIT

ISSUE DATE 11/21/2022
EXPIRATION DATE 5/21/2023
PERMIT NUMBER 0020221107

ISSUED TO: TITAN SOLAR POWER MS INC

PROPERTY INFORMATION:
PARCEL: 5179310000001700
3808 HWY 43 N
PICAYUNE MS 39466

FLOOD ZONES: X
OCC/LOC TYPE: RESIDENTIAL
ZONING:
SUBDIVISION:
MH REG NO: 00000

PROPERTY OWNER:
ESTUS KEAVY
3808 HWY 43 N
PICAYUNE MS 39466
Phone 601 436 0323

CONTRACTOR:
CHRISTOPHER VERNER
525 BASELINE ROAD
MESA AZ 85210
License No 24105-MC

CLASS OF WORK: NEW X ADDITION ALTERATION REPAIR MOVE REMOVE

WORK DESCRIPTION
SOLAR PANEL INSTALL

REMARKS

APPROVED BY: TCAMPBELL
APPROVAL DATE: 11/21/2022

Heated Area	Non-Heated	

Valuation of Work: $
Permit Fee: $ 50.00
Paid: $ 50.00
Due: $

Tammy Campbell 11/21/22
SIGNATURE OF OFFICIAL DATE

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

X 11/21/22
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT (DATE)

SIGNATURE OF OWNER (IF OWNER BUILDER) (DATE)

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PEARL RIVER COUNTY
402 S MAIN ST
POPLARVILLE, MS

PHONE: 601-403-2202 FAX: 601-403-2209

RECEIPT NUMBER
25668

RECEIPT DATE
11/21/2022

PAID BY CCRD RECEIPT PERMIT NUMBER 20221107

PROJECT:
3808 HWY 43 N
PICAYUNE MS 39466
PARCEL: 5179310000001700 PPIN: 19597

TYPE: ELECTRICAL
ISSUED: 11/21/2022
EXPIRES: 05/21/2023

PROPERTY OWNER:
ESTUS KEAVY
3808 HWY 43 N
PICAYUNE MS 39466
PHONE 601 436 0323

PAYOR: MYRANCHIE LAYNE (TITAN SOLAR

FEE TYPE	BALANCE	PAID	DUE
ELECTRICAL	$50.00	$50.00	$0.00

CLERK: TCAMPBELL

CUSTOMER:

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

January 23, 2023

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

Re: Abbey Turnage

Gentlemen:

Enclosed please find a certified copy of the Order Appointing and Setting Salary for Official Court Reporter (Abbey Turnage) dated January 19, 2023.

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

Thank you for your consideration in this regard.

Sincerely,

Nance F Stokes

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

Enclosure

IN THE FIFTEENTH CIRCUIT COURT DISTRICT OF MISSISSIPPI

COMPRISED OF

JEFFERSON DAVIS, LAMAR, LAWRENCE, MARION, AND PEARL RIVER COUNTIES

381

FILED
NANCE FITZPATRICK STOKES
CIRCUIT CLERK
JAN 23 2023
BY: Nance F Stokes
~~DEPUTY~~ CLERK

ORDER APPOINTING AND SETTING SALARY FOR OFFICIAL COURT REPORTER

BEFORE THE COURT is the matter of appointing a roving Official Court Reporter for the 15th Circuit Court District due to the post Covid-19 increase in trials and subsequent appeals in the District. This will also reduce postponement of trials due to court reporter unavailability. The Court finds that Abbey Turnage is wholly qualified to fill the position.

The undersigned Circuit Judge Prentiss Harrell, being the senior Circuit Judge for the Fifteenth Circuit Court District, hereby appoints Abbey Turnage to fill the position of Official Court Reporter effective January 23, 2023. Her salary is hereby set at $49,500.00 *per annum* – based upon the number of years of experience set out in Section 9-13-19 of the Miss. Code Ann. (West) -- plus benefits, which shall be prorated amongst the counties in the district as follows:

Jefferson Davis County	11%
Lamar County	28%
Lawrence County	11%
Marion County	17%
Pearl River County	33%

IT IS FURTHER ORDERED that this order be spread on the minutes of the counties of the 15th Circuit Court District and copies delivered to the respective Board of Supervisors of each county and to the Administrative Office of Courts.

SO ORDERED on this the 19th day of January, 2023.

FILED
LAMAR COUNTY JAN 19 2023 CIRCUIT CLERK

Prentiss Harrell
PRENTISS HARRELL,
SENIOR CIRCUIT JUDGE

I CERTIFY THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE.
This 23 day of January 2023
Nance Fitzpatrick Stokes
Pearl River County Circuit Clerk
By: _____
Deputy Clerk

CERTIFIED TRUE COPY
This 19th day of January 2023
Martin Harris, Circuit Clerk
Lamar County, Mississippi
By: _____, D.C.

Cindy Lee 382

From: Nance Stokes
Sent: Monday, January 23, 2023 11:47 AM
To: Adrain Lumpkin; Cindy Lee
Subject: Abbey Turnage
Attachments: turnage.ltr.pdf

Attached please find letter and order Appointing and Setting Salary for Official Court Reporter (Abbey Turnage) dated January 19, 2023.

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

Thank you.

Nance Fitzpatrick Stokes
Pearl River County Circuit Clerk
P. O. Box 530
200 South Main Street
Poplarville, Mississippi 39470-0530
601-403-2322
Fax 601-403-2327

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AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CCD INFORMATION:
Additions and Renovations to Pearl River County Courthouse CN 17-3627A	Contract For: General Construction Date: February 7, 2022	Directive Number: 001 Date: January 12, 2023
OWNER: *(name and address)* Pearl River County Board of Supervisors 207 West Pearl Street Poplarville, Mississippi 39470	**ARCHITECT:** *(name and address)* Landry Lewis Germany Architects, P.A 5211 Old Highway 11 Hattiesburg, Mississippi 39402	**CONTRACTOR:** *(name and address)* Hanco Corporation P.O. Box 17678 Hattiesburg, Mississippi 39404

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Revise specified generator requirements to provide and install a new 150KW natural gas powered generator. Natural gas service and final connection is by the Owner. Original start-up and testing requirements are unchanged.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ Lump Sum decrease of $0.00
   - ☐ Unit Price of $ per
   - ☐ Cost, as defined below, plus the following fee:
     (Insert a definition of, or method for determining, cost)
   - ☒ As follows: Itemized direct cost and allowable mark ups as outlined in supplementary conditions, not to exceed proposed amount of $11,375.23.
2. The Contract Time is proposed to increase. The proposed adjustment, if any, is to be determined by delivery date of new generator and 14 days for installation and completion of the work.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Landry Lewis Germany Architects, P.A.	Pearl River County Board of Supervisors	Hanco Corporation
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Kevin P. Lewis, President	Sandy Kane Smith, President	Chris Hudson, President
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
	1-23-2023	
DATE	**DATE**	**DATE**

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(3B9ADA40)
User Notes:

Joshua C. Stiglet
Chief Public Defender

Arman Miri
Assistant Public Defender

Jansen T. Owen
Assistant Public Defender

Chandler Jones
Investigator

Nikki Rosario
Office Manager

200 South Main Street
Post Office Box 342
Poplarville, MS 39470

Office: 601.403.2336
Fax: 601.403.2332

publicdefender@pearlrivercounty.net

January 23, 2023

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

Please acknowledge unto the minutes the following personnel matter concerning the Pearl River County Public Defender's Office.

Please accept the resignation of Neugolca T. Rosario as full-time Office Administrator effective January 27, 2023.

Thank You,

Joshua C. Stiglet
Pearl River County Public Chief Defender

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

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

February 6, 2023

Honorable Board of Supervisors:

Please consider approving the 2023-2024 ESRI sole source annual maintenance agreement.

Thank you,

Brooke Varnado

Brooke Varnado
GIS Administrator

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Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 01/31/2023
To: Brooke Varnado
Organization: County of Pearl River
GIS/Mapping
Fax #: 601-403-2309 **Phone #:** 601-403-2230

From: Megan Arreola
Fax #: **Phone #:** + 19093696073 Ext. 6073
Email: marreola@esri.com

Number of pages transmitted (including this cover sheet): 6

Quotation #26126210
Document Date: 01/16/2023

* * * REVISED * * *

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York Street
Redlands, CA 92373
Phone: + 190936960736073

Quotation

387

Date: 01/16/2023 **Quotation Number:** 26126210 **Contract Number:** 00252292.10

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Megan Arreola

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

County of Pearl River
GIS/Mapping
PO Box PO Box 569
Poplarville MS 39470
Attn: Brooke Varnado

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: 04/17/2023 End Date: 04/16/2024 Subscription ID: 4605989218	3,300.00	3,300.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 04/17/2023 End Date: 04/16/2024 Subscription ID: 4605989218	1,320.00	1,320.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 04/17/2023 End Date: 04/16/2024 Subscription ID: 4605989218	1,650.00	1,650.00
3010	7	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance	1,320.00	9,240.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

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.

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

380 New York Street
Redlands, CA 92373
Phone: + 190936960736073

Quotation

388

Date: 01/16/2023 **Quotation Number:** 26126210 **Contract Number:** 00252292.10

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 04/17/2023 End Date: 04/16/2024 Subscription ID: 4605989218		
4010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 04/17/2023 End Date: 04/16/2024	550.00	550.00
5010	1	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 04/17/2023 End Date: 04/16/2024	220.00	220.00
6010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 04/17/2023 End Date: 04/16/2024	550.00	550.00
7010	1	98697 ArcGIS Publisher for Desktop Concurrent Use Secondary Maintenance Start Date: 04/17/2023 End Date: 04/16/2024	220.00	220.00
8010	1	118242 ArcGIS Data Reviewer for Desktop Concurrent Use Primary Maintenance Start Date: 04/17/2023 End Date: 04/16/2024	550.00	550.00
10010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 04/17/2023 End Date: 04/16/2024	5,500.00	5,500.00
11010	1	165533 ArcGIS Online Mobile Worker Annual Subscription Start Date: 08/23/2023 End Date: 04/16/2024 Subscription ID: 4605989218	252.58	252.58

380 New York Street
Redlands, CA 92373
Phone: + 190936960736073

Quotation

389

Date: 01/16/2023 **Quotation Number:** 26126210 **Contract Number:** 00252292.10

Item	Qty	Material#	Unit Price	Extended Price

Item Subtotal		23,352.58
Estimated Tax		0.00
Total	**USD**	**23,352.58**

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

380 New York Street
Redlands, CA 92373
Phone: + 190936960736073

Quotation

390

Date: 01/16/2023 **Quotation Number:** 26126210 **Contract Number:** 00252292.10

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.

380 New York Street
Redlands, CA 92373
Phone: + 190936960736073

Quotation

391

Date: 01/16/2023 **Quotation No:** 26126210 **Customer No:** 363879 **Contract No:** 00252292.10

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.

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

Signature of Authorized Representative — Date: 2-6-2023

Name (Please Print): Adrain Lumpkin, — Title: County Administrator

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PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

February 1, 2023

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 Central Dispatch:

-Termination of Meagan Calhoun effective January 26, 2023
-Termination of Anjelica Moye effective January 31, 2023

-Hiring of Stephanie Lockley effective February 6, 2023
-Hiring of Heather Vinson effective February 6, 2023

Thank you,

2-1-23

Carey Meitzler, Director
Pearl River County Central Dispatch

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

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

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

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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 1, 2023

Board of Supervisors,

Please approve the Capital One Sparks Business card payment of $ 4,299.95. All receipts are attached.

Thanks,

Adrain

Pearl River County
Recap of Capital One Card

001-100-476	Jason Spence	NACO	$ 303.47
	Donald Hart	NACO	$ 303.47
	Sandy Kane Smith	NACO	$ 303.47
	Donald Hart	MAS	$ 278.00
	Sandy Kane Smith	MAS	$ 278.00
	Hudson Holliday	MAS	$ 282.00
	Malcolm Perry	MAS	$ 278.00
	Jason Spence	MAS	$ 278.00
	Joe Montgromery	MAS	$ 139.00
001-100-603	Interest		$ 18.76
001-100-524	Boostlingo	Dispatch	$ 95.00
001-101-476	Melinda Bowman	MAS	$ 278.00
001-121-476	Adrain Lumpkin	NACO	$ 303.47
	Adrain Lumpkin	NACO	$ (260.00)
	Adrain Lumpkin	MAS	$ 119.84
001-677-476	Lindsay Ward	NACO	$ 303.47
	Lindsay Ward	MAS	$ 278.00
	Christy Goss	MAS	$ 278.00
	Christy Goss	ED Class	$ 164.00
	Total General Fund		$ 4,021.95
156-300-476	Charlie Schielder	MAS	$ 278.00

Capital One | SPARK BUSINESS

Spark Cash Select credit card | Visa Signature Business ending in 3298
Dec 27, 2022 - Jan 26, 2023 | 31 days in Billing Cycle

Payment Information

Payment Due Date
Feb 20, 2023

For online and phone payments, the deadline is 8pm ET.

New Balance
$1,371.11

Minimum Payment Due
$29.00

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a $39.00 late fee and your APRs may be increased up to the Penalty APR of 33.65%.

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	14 Years	$3,514
$53	3 Years	$1,923
Estimated savings if balance is paid off in about 3 years: $1,591		

If you would like information about credit counseling services, call 1-888-326-8055.

Account Summary

Previous Balance	$2,267.08
Payments	- $2,175.00
Other Credits	- $349.00
Transactions	+ $1,612.35
Cash Advances	+ $0.00
Fees Charged	+ $0.00
Interest Charged	+ $15.68
New Balance	**= $1,371.11**
Credit Limit	$5,000.00
Available Credit (as of Jan 26, 2023)	$3,628.89
Cash Advance Credit Limit	$2,500.00
Available Credit for Cash Advances	$2,500.00

Rewards Summary — Rewards as of: 01/25/2023

Rewards Balance
$307.26

Track and redeem your rewards with our mobile app or on capitalone.com

Previous Balance	Earned This Period	Redeemed this period
$305.83	$1.43	$0.00

Account Notifications

Welcome to your account notifications. Check back here each month for important updates about your account.

Pay or manage your account at capitalone.com Customer Service: 1-800-867-0904 See reverse for Important Information

Capital One | SPARK BUSINESS

ADRAIN P LUMPKIN JR
PEARL RIVER COUNTY
PO BOX 569
POPLARVILLE, MS 39470-0569

Save time, stay informed. Discover new features with the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Payment Due Date: **Feb 20, 2023** Account ending in 3298

New Balance
$1,371.11

Minimum Payment Due
$29.00

Amount Enclosed
$ _____

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Capital One
P.O. Box 60519
City of Industry CA 91716-0519

1 4154179041953298 26 1371112175000029008

How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date **each month**, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full **without** Interest Charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How is the Interest Charge Determined? Interest Charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe Interest Charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing Interest Charges, you generally must pay your New Balance in full two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of $0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.

2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service no later than 45 days after the last day in the Billing Cycle covered by this statement to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)
What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:
P.O. Box 30285, Salt Lake City, UT 84130-0285.

In your letter, give us the following information:
- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:
1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
2) You must not yet have fully paid for the purchase.
If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 10/01/2020

Pay online at capitalone.com

Pay using the Capital One mobile app

Customer Service 1-800-867-0904

Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- For mobile, online or over the phone, as of the business day we receive it, as long as it is made **by 8 p.m. ET**.
- For mail, as of the business day we receive it, as long as it is received **by 5 p.m. local time** at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

Capital One | SPARK BUSINESS

Spark Cash Select credit card | Visa Signature Business ending in 3298
Dec 27, 2022 - Jan 26, 2023 | 31 days in Billing Cycle

Transactions

Visit capitalone.com to see detailed transactions.

ADRAIN P LUMPKIN JR #3298: Payments, Credits and Adjustments

Trans Date	Post Date	Description	Amount
Dec 20	Dec 27	PAST DUE FEE WAIVER	- $39.00
Dec 26	Dec 27	INTEREST CHARGE CREDIT	- $50.00
Jan 7	Jan 11	Mailed Payment. Thank You!	- $2,175.00
Jan 24	Jan 26	NACOWASHINGTONDC CR - Adrain Registration	- $260.00

ADRAIN P LUMPKIN JR #3298: Transactions

Trans Date	Post Date	Description	Amount
Jan 24	Jan 26	HILTON INTERNATIONALS202-4833000DC NACO - Jason	$303.47
Jan 24	Jan 26	HILTON INTERNATIONALS202-4833000DC NACO - Donald	$303.47
Jan 24	Jan 26	HILTON INTERNATIONALS202-4833000DC NACO - Sandy	$303.47
Jan 24	Jan 26	HILTON INTERNATIONALS202-4833000DC NACO - Lindsey	$303.47
Jan 24	Jan 26	HILTON INTERNATIONALS202-4833000DC NACO - Adrain	$303.47
Jan 25	Jan 26	BOOSTLINGO,LLCWWW.BOOSTLINGTX DISPATCH	$95.00
ADRAIN P LUMPKIN JR #3298: Total Transactions			**$1,612.35**

Total Transactions for This Period **$1,612.35**

Fees

Trans Date	Post Date	Description	Amount

Total Fees for This Period **$0.00**

Interest Charged

Interest Charge on Purchases	$15.68
Interest Charge on Cash Advances	$0.00
Interest Charge on Other Balances	$0.00
Total Interest for This Period	**$15.68**

Totals Year-to-Date

Total Fees charged	**-$39.00**
Total Interest charged	**-$34.32**

Additional Information on the next page

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	23.49% P	$786.09	$15.68
Cash Advances	31.24% P	$0.00	$0.00

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	

399

Capital One

Posted Transactions Since Your Last Statement

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Jan 28	Home2 Suites MAS - Melinda	Lodging	Adrain L. ...3298	$278.00
Jan 28	Home2 Suites MAS - Charlie	Lodging	Adrain L. ...3298	$278.00
Jan 28	Home2 Suites MAS Cindsey	Lodging	Adrain L. ...3298	$278.00
Jan 28	Home2 Suites Donald	Lodging	Adrain L. ...3298	$278.00
Jan 28	Home2 Suites	Lodging	Adrain L. ...3298	$139.00
Jan 28	Home2 Suites Hudson	Lodging	Adrain L. ...3298	$282.00
Jan 28	Home2 Suites SANDY	Lodging	Adrain L. ...3298	$278.00
Jan 28	Home2 Suites Jason	Lodging	Adrain L. ...3298	$278.00
Jan 28	Home2 Suites Malcolm ~~Hudson~~	Lodging	Adrain L. ...3298	$278.00
Jan 28	Hampton Inn & Suites MAS- Adrain.	Lodging	Adrain L. ...3298	$119.84
Jan 27	Home2 Suites Joe	Lodging	Adrain L. ...3298	$139.00
Jan 27	Home2 Suites	Lodging	Adrain L. ...3298	$139.00

Total: $2,764.84

400

Capital One

Pending Transactions

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Pending	Wyndham Hotels & Resorts	Christy Lodging	Adrain L. ...3298	$164.00
			Total:	$164.00

Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 26, 2023
Tax ID :

401

Guest Folio

Confirmation Number - 83300973

Primary Guest	
Guest Name	Schneilder Charlie
Address	po box 569
City, State, Zip Code	Poplarville MS 39470
Country	US

Stay Details		**Company Details**
Check In Date	Jan 24, 2023	Name
Check Out Date	Jan 26, 2023	Tax ID
Room	NQJ - 521	PO Number
Source	OWN HOTEL	Account Name
Guests	1/0	Account Number

Other Details	
Bill Number	
Tax Exemption	YES
Tax Exempt Date	Jan 24, 2023
Travel Agent	
IATA	
Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-278.00

Summary	
Type	**Amount**
GUEST ROOM	$278.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$278.00
Folio Balance	**$0.00**

Check In Time	**03:22 PM**	**Reservations**
Check Out Time	**07:51 AM**	**www.home2-suites.com or**
		1-800-CALL-HOME

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Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 26, 2023
Tax ID :

402

Guest Folio

Confirmation Number - 83300973

Primary Guest	
Guest Name	Hart Donald
Address	po box 569
City, State, Zip Code	Poplarville MS 39470
Country	US

Stay Details		**Company Details**	**Other Details**	
Check In Date	Jan 24, 2023	Name	Bill Number	
Check Out Date	Jan 26, 2023	Tax ID	Tax Exemption	YES
Room	NKJQG - 410	PO Number	Tax Exempt Date	Jan 24, 2023
Source	OWN HOTEL	Account Name	**Travel Agent**	
Guests	1/0	Account Number	IATA	
			Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-278.00

Summary	
Type	**Amount**
GUEST ROOM	$278.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$278.00
Folio Balance	**$0.00**

Check In Time 08:30 PM
Check Out Time 10:12 AM

Reservations
www.home2-suites.com or
1-800-CALL-HOME

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Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 26, 2023
Tax ID :

403

Guest Folio

Confirmation Number - 83300973

Primary Guest	
Guest Name	Holliday Hudson
Address	po box 569
City, State, Zip Code	Poplarville MS 39470
Country	US

Stay Details		**Company Details**	**Other Details**	
Check In Date	Jan 24, 2023	Name	Bill Number	
Check Out Date	Jan 26, 2023	Tax ID	Tax Exemption	YES
Room	NKJQG - 310	PO Number	Tax Exempt Date	Jan 24, 2023
Source	OWN HOTEL	Account Name	**Travel Agent**	
Guests	1/0	Account Number	IATA	
			Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	HOME2 MKT - BEVERAGE	$3.74
Jan 24, 2023	Tax	MISC - Sales Tax	$0.26
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-282.00

Summary	
Type	**Amount**
GUEST ROOM	$278.00
HOME2 MKT - BEVERAGE	$3.74
MISC - Sales Tax	$0.26
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$282.00
Folio Balance	**$0.00**

Check In Time	**08:44 PM**	**Reservations**
Check Out Time	**10:36 AM**	**www.home2-suites.com or**
		1-800-CALL-HOME

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105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 26, 2023
Tax ID :

404

Guest Folio

Confirmation Number - 86720461

Primary Guest

Guest Name	Spence Jason
Address	x
City, State, Zip Code	Jackson MS 39208
Country	US

Stay Details

Check In Date	Jan 24, 2023
Check Out Date	Jan 26, 2023
Room	NQJ - 225
Source	OWN HOTEL
Guests	1/0

Company Details

Name	
Tax ID	
PO Number	
Account Name	
Account Number	

Other Details

Bill Number	
Tax Exemption	YES
Tax Exempt Date	Jan 24, 2023

Travel Agent

IATA	
Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-278.00

Summary

Type	Amount
GUEST ROOM	$278.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$278.00
Folio Balance	**$0.00**

Check In Time	**02:53 PM**
Check Out Time	**08:45 AM**

Reservations
www.home2-suites.com or
1-800-CALL-HOME

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Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 26, 2023
Tax ID :

405

Guest Folio

Confirmation Number - 83300973

Primary Guest

Guest Name	Smith Sandy Kane
Address	po box 569
City, State, Zip Code	Poplarville MS 39470
Country	US

Stay Details

Check In Date	Jan 24, 2023
Check Out Date	Jan 26, 2023
Room	NQJ - 325
Source	OWN HOTEL
Guests	1/0

Company Details

Name	
Tax ID	
PO Number	
Account Name	
Account Number	

Other Details

Bill Number	
Tax Exemption	YES
Tax Exempt Date	Jan 24, 2023
Travel Agent	
IATA	
Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-278.00

Summary

Type	Amount
GUEST ROOM	$278.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$278.00
Folio Balance	**$0.00**

Check In Time 03:20 PM
Check Out Time 12:29 PM

Reservations
www.home2-suites.com or
1-800-CALL-HOME

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105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 25, 2023
Tax ID :

406

Guest Folio

Confirmation Number - 83300973

Primary Guest	
Guest Name	Montgomery Joe
Address	po box 569
City, State, Zip Code	Poplarville MS 39470
Country	US

Stay Details	
Check In Date	Jan 24, 2023
Check Out Date	Jan 25, 2023
Room	NQJQD - 523
Source	OWN HOTEL
Guests	1/0

Company Details	
Name	
Tax ID	
PO Number	
Account Name	
Account Number	

Other Details	
Bill Number	
Tax Exemption	YES
Tax Exempt Date	Jan 24, 2023
Travel Agent	
IATA	
Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Payments	VISA-3298	$-139.00

Summary	
Type	**Amount**
GUEST ROOM	$139.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$139.00
Folio Balance	**$0.00**

Check In Time	**08:45 PM**	**Reservations**
Check Out Time	**07:06 AM**	**www.home2-suites.com or**
		1-800-CALL-HOME

The on-line eFolio is a courtesy informational service, subject to and Site Usage; actual folio kept in hotel records: www.privacy.hilton.com

Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 26, 2023
Tax ID :

407

Guest Folio

Confirmation Number - 82001933

Primary Guest

Guest Name	Ward Lindsay
Address	x
City, State, Zip Code	Jackson MS 39208
Country	US

Stay Details

Check In Date	Jan 24, 2023
Check Out Date	Jan 26, 2023
Room	NQJ - 519
Source	OWN HOTEL
Guests	1/0

Company Details

Name	
Tax ID	
PO Number	
Account Name	
Account Number	

Other Details

Bill Number	
Tax Exemption	YES
Tax Exempt Date	Jan 24, 2023

Travel Agent

IATA	
Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-278.00

Summary

Type	Amount
GUEST ROOM	$278.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$278.00
Folio Balance	**$0.00**

Check In Time	**03:49 PM**	**Reservations**
Check Out Time	**09:01 AM**	**www.home2-suites.com or**
		1-800-CALL-HOME

The on-line eFolio is a courtesy informational service, subject to and Site Usage; actual folio kept in hotel records: www.privacy.hilton.com

Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 26, 2023
Tax ID :

408

Guest Folio

Confirmation Number - 83300973

Primary Guest	
Guest Name	Bowman Melinda
Address	po box 569
City, State, Zip Code	Poplarville MS 39470
Country	US

Stay Details		**Company Details**	**Other Details**	
Check In Date	Jan 24, 2023	Name	Bill Number	
Check Out Date	Jan 26, 2023	Tax ID	Tax Exemption	YES
Room	NKJQG - 222	PO Number	Tax Exempt Date	Jan 24, 2023
Source	OWN HOTEL	Account Name	**Travel Agent**	
Guests	1/0	Account Number	IATA	
			Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-278.00

Summary

Type	Amount
GUEST ROOM	$278.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$278.00
Folio Balance	**$0.00**

Check In Time 03:43 PM
Check Out Time 10:55 AM

Reservations
www.home2-suites.com or
1-800-CALL-HOME

The on-line eFolio is a courtesy informational service, subject to and Site Usage; actual folio kept in hotel records: www.privacy.hilton.com

Hilton

Hilton

Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Jan 26, 2023
Tax ID :

409

Guest Folio

Confirmation Number - 83300973

Primary Guest	
Guest Name	Goss Christy
Address	po box 569
City, State, Zip Code	Poplarville MS 39470
Country	US

Stay Details		**Company Details**	**Other Details**	
Check In Date	Jan 24, 2023	Name	Bill Number	
Check Out Date	Jan 26, 2023	Tax ID	Tax Exemption	YES
Room	NKJQG - 403	PO Number	Tax Exempt Date	Jan 24, 2023
Source	OWN HOTEL	Account Name	**Travel Agent**	
Guests	1/0	Account Number	IATA	
			Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-278.00

Summary

Type	Amount
GUEST ROOM	$278.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$278.00
Folio Balance	**$0.00**

Check In Time	**12:54 PM**	**Reservations**
Check Out Time	**07:38 AM**	**www.home2-suites.com or**
		1-800-CALL-HOME

The on-line eFolio is a courtesy informational service, subject to and Site Usage; actual folio kept in hotel records: www.privacy.hilton.com

Hampton Inn - Jackson Richland-Highway 49, MS
891 US 49, Richland 39218 US
6013982116
JANRD_Hampton@Hilton.com

Date Range: Jan 25, 2023 - Jan 26, 2023
Tax ID :

410

Guest Folio

Confirmation Number - 81517986

Primary Guest		ADDN GUESTS	Hilton Honors
Guest Name	Lumpkin Adrain		Member 1187578313
Address	93 Joe Lumpkin Rd		
City, State, Zip Code	Carriere MS 39426		
Country	US		

Stay Details		Company Details	Other Details	
Check In Date	Jan 25, 2023	Name	Bill Number	
Check Out Date	Jan 26, 2023	Tax ID	Tax Exemption	NO
Room	NQRU - 317	PO Number	Tax Exempt Date	
Source	OWN HOTEL	Account Name	**Travel Agent**	
Guests	1/0	Account Number	IATA	
			Name	

Date	Type	Description	Amount
Jan 25, 2023	Charge	GUEST ROOM	$107.00
Jan 25, 2023	Tax	RM-Sales Tax	$7.49
Jan 25, 2023	Tax	RM-Occupancy Tax	$5.35
Jan 26, 2023	Payments	VISA-3298	$-119.84

Summary

Type	Amount
GUEST ROOM	$107.00
RM-Occupancy Tax	$5.35
RM-Sales Tax	$7.49
CREDIT CARD	$119.84
Folio Balance	**$0.00**

Check In Time	**08:32 AM**	**Reservations**
Check Out Time	**08:52 AM**	**www.hamptoninn.com or 1-800-CALL-HOME**

Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 25, 2023 - Feb 01, 2023
Tax ID :

411

Guest Folio

Confirmation Number - 82047075

Primary Guest

Guest Name	Perry Malcolm
Address	5821 Hwy 43 north
City, State, Zip Code	Carriere MS 39426
Country	US

Stay Details

Check In Date	Jan 25, 2023
Check Out Date	Jan 26, 2023
Room	NKJQG - 503
Source	OWN HOTEL
Guests	1/0

Company Details

Name	
Tax ID	
PO Number	
Account Name	
Account Number	

Other Details

Bill Number	
Tax Exemption	YES
Tax Exempt Date	Jan 25, 2023

Travel Agent

IATA	
Name	

Date	Type	Description	Amount
Jan 25, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 26, 2023	Payments	VISA-3298	$-139.00

Summary

Type	Amount
GUEST ROOM	$139.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$139.00
Folio Balance	**$0.00**

Check In Time 04:12 PM
Check Out Time 08:01 AM

Reservations
www.home2-suites.com or
1-800-CALL-HOME

The on-line eFolio is a courtesy informational service, subject to and Site Usage; actual folio kept in hotel records: www.privacy.hilton.com

Home2 Suites By Hilton - Jackson Flowood Airport Area
105 Hospitality Dr, Flowood 39232 US
6019094000
JANFW_Home2@Hilton.com

Date Range: Jan 24, 2023 - Feb 01, 2023
Tax ID :

412

Guest Folio

Confirmation Number - 83300973

Primary Guest

Guest Name	Perry Malcolm
Address	po box 569
City, State, Zip Code	Poplarville MS 39470
Country	US

Stay Details

Check In Date	Jan 24, 2023
Check Out Date	Jan 25, 2023
Room	NKSQD - 305
Source	OWN HOTEL
Guests	1/0

Company Details

Name	
Tax ID	
PO Number	
Account Name	
Account Number	

Other Details

Bill Number	
Tax Exemption	YES
Tax Exempt Date	Jan 24, 2023
Travel Agent	
IATA	
Name	

Date	Type	Description	Amount
Jan 24, 2023	Charge	GUEST ROOM-Tax Exempt	$139.00
Jan 25, 2023	Payments	VISA-3298	$-139.00

Summary

Type	Amount
GUEST ROOM	$139.00
RM - City Tax	$0.00
RM - Flowood Conference Center Tax	$0.00
RM - Sales Tax	$0.00
CREDIT CARD	$139.00
Folio Balance	**$0.00**

Check In Time	**02:53 AM**	**Reservations**
Check Out Time	**06:26 AM**	**www.home2-suites.com or 1-800-CALL-HOME**

The on-line eFolio is a courtesy informational service, subject to and Site Usage; actual folio kept in hotel records: www.privacy.hilton.com

413

Receipt

Invoice number	**E5283B31-0014**
Receipt number	2852-6747
Date paid	January 25, 2023
Payment method	Visa - 3298

BoostLingo, LLC
+1 347-934-9440
accounting@boostlingo.com

Bill to
Pearl River County, MS
100 South Main St
Poplarville, Mississippi 39470
United States
+1 601-337-2504
cmeitzler@pearlrivercounty.net

Ship to
Pearl River County, MS
100 South Main St
Poplarville, Mississippi 39470
United States
+1 601-337-2504

$95.00 paid on January 25, 2023

Description	Qty	Unit price	Amount
Boost Standard 95 Jan 25 – Feb 25, 2023	1	$95.00	$95.00
	Subtotal		$95.00
	Total		$95.00
	Amount paid		**$95.00**

Adrain Lumpkin

414

From: Auto-Receipt <noreply@mail.authorize.net>
Sent: Tuesday, January 24, 2023 1:57 PM
To: Adrain Lumpkin
Subject: Transaction Refund from NACO for $260.00 (USD)

National Association of Counties(NACo)

REFUND CONFIRMATION

Order Information

Description:	Refund - ($260.00)
Invoice Number	23012419572311276865
Customer ID	Adrain Lumpkin

Billing Information
P.O. Box 569
Poplarville, MS 39470
alumpkin@pearlrivercounty.net

Shipping Information

Total: $260.00 (USD)

Payment Information

Date/Time:	24-Jan-2023 14:57:23 EST
Transaction ID:	64169970010
Payment Method:	Visa xxxx3298
Transaction Type:	Refund
Auth Code:	

Merchant Contact Information

NACO
WASHINGTON, DC 20001
US
aamselle@naco.org
Thank you for your payment. If you have questions, please contact us on our Toll Free number or emails below. Toll Free: (888) 407-NACo (6226) Email Us Membership: membership@naco.org Meetings & Conferences: nacomeetings@naco.org Billing: accountsreceivable@naco.org

415

Charter
COMMUNICATIONS

January 17, 2023

MS0176,MS0395,MS0396,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, 2022 to December 31, 2022, 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	$895,481.97
Franchise Fee (as defined in Agreement):	3%
Fee Adjustment (see detail)	$0.00
Fee Due	$26,864.46

Please contact your Government Relations representative or send an email directly to CharterFranchiseNotices@charter.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 via email at svc_Corp_MM_franchise_fees@charter.com ** if any additional information is required.

Sincerely,

Steve Lottmann

Steve Lottmann
Senior Director, Revenue Accounting
3365 - 1707MS - 6001254
**(Please note new email addresses)

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: 01/17/23

NO. 80659168

416

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS	AMOUNT PAID
10/31/22	Q202210	FRANCHISE FEE	8,939.40	0.00	8,939.40
11/30/22	Q202211	FRANCHISE FEE	9,072.47	0.00	9,072.47
12/31/22	Q202212	FRANCHISE FEE	8,852.59	0.00	8,852.59
				TOTAL	26,864.46

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. 80659168

	DATE	AMOUNT
6001254	01/17/23	$*****26,864.46

PAY *TWENTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 46/100**********

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

AUTHORIZED SIGNATURE

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

⑈80659168⑈ ⑆081517693⑆ 1523210455 84⑈

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

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

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

417

January 30, 2023

Board of Supervisors,

Please approve the payment to Hanco and Landry, Lewis & Germany Architects for the Additions and Renovations to the Pearl River County Courthouse. The payments are $111,500.55 and $1,561.00 respectively.

Thanks,

Adrain

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

418

January 26, 2023

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 an executed copy of Application and Certificate for Payment Number Ten (10) from Hanco Corporation in the amount of $111,500.55 on the above referenced project. This application has been reviewed and approved by this office and the contactor is entitled to the amount shown.

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

Respectfully,

Lisa Williams

Lisa Williams
Administrative Assistant

/lbw

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

419

INVOICE

CN 17-3627A-012

January 26, 2023

Pearl River County
P.O. Box 569
Poplarville, MS, 39470

ATTN: Adrain Lumpkin

RE:

Pearl River County Courthouse Add. & Ren.
Poplarville, MS

For Professional Services Rendered

Fee Structure Basis for Design Services: Percentage of Construction Cost

For Professional Services Rendered from December 17, 2022 through January 23, 2023

Est. Construction Cost:* $ 2,800,828.00 Percentage Fee 7.00%

Percentage Design Services

Phase of Work	% of Fee		Phase Fee*		% Complete		Current Status*
Schematic Design	15%	=	$ 29,408.69	X	100%	=	$ 29,408.69
Design Development	20%	=	$ 39,211.59	X	100%	=	$ 39,211.59
Construction Documents	40%	=	$ 78,423.18	X	100%	=	$ 78,423.18
Bidding and Negotiation	5%	=	$ 9,802.90	X	100%	=	$ 9,802.90
Construction**	20%	=	$ 39,211.59	X	68%	=	$ 26,753.69
Totals*	100%	=	$ 196,057.95		Total Earned	=	$ 183,600.05
					Less Previous Invoiced	=	$ 182,039.05
					Total Percentage Invoice	=	$ 1,561.00

*Upon determination of updated estimated cost of actual construction cost, this amount will be adjusted.

**Monthly invoice based upon contractors percentage of completion.

***Alternates Not Accepted and Deduct Change Orders are invoiced through Bidding and Negotiating Services - not in Construction.

Construction Administration Services Detail

Contractor	Base Bid*	Alternates Accepted*	Alternates Not Accepted***	Change Orders Add	Change Orders Deduct***		Total Contract**
Hanco Corporation	$ 2,690,000.00	$ -	$ -	$ 110,828.00	$ -	=	$ 2,800,828.00
					Total Earned Less Retainage	=	$ 1,910,978.20
					Less Previous Applications for Payment	=	$ 1,799,477.65
					Total Due Current Contractor Application for Payment	=	$ 111,500.55

Hourly Services Plus Expenses and Reimbursables

Title	Hours	X		Rate/Hour	=	Total
Principal/Architect	0	X	$	150.00	=	$ -
Project Manager	0	X	$	125.00	=	$ -
Construction Administrator	0	X	$	125.00	=	$ -
Senior Drafting	0	X	$	100.00	=	$ -
Drafting	0	X	$	75.00	=	$ -
Clerical	0	X	$	50.00	=	$ -
Consultants	See attached copies of consultant invoices					$ -
Reimbursable Expenses	See attached for detail.					$ -
					Total Due Hourly Services Plus Expenses and Reimburables	$ -

Total Amount Due this Invoice $ 1,561.00

PAYMENT APPLICATION

TO:	Pearl River County Board of Supervisors 207 West Pearl Street P.O. Box 569 Poplarville, MS 39470 Attn:	PROJECT NAME AND LOCATION:	510 Additions & Renovations to Pearl River County 207 West Pearl Street P.O. Box 569 Poplarville, MS 39470	APPLICATION # PERIOD THRU: PROJECT #s: DATE OF CONTRACT:	10 01/23/2023 02/17/2022	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM:	HANCO CORPORATION P.O. BOX 17678 HATTIESBURG, MS 39404-7678	ARCHITECT:	Landry-Lewis-Germany Architects, P.A. 5211 Old Hwy 11 Hattiesburg,MS 39402			
FOR:	Additions & Renovations to Pearl River County Courthouse					

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. **CONTRACT AMOUNT** $2,690,000.00
2. **SUM OF ALL CHANGE ORDERS** $110,828.00
3. **CURRENT CONTRACT AMOUNT** (Line 1 +/- 2) $2,800,828.00
4. **TOTAL COMPLETED AND STORED** $2,011,556.00
   (Column G on Continuation Page)
5. **RETAINAGE:**
   a. 5.00% of Completed Work $100,577.80
   (Columns D + E on Continuation Page)
   b. 5.00% of Material Stored $0.00
   (Column F on Continuation Page)
   Total Retainage (Line 5a + 5b or
   Column I on Continuation Page) $100,577.80
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** $1,910,978.20
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS PAYMENT APPLICATIONS** $1,799,477.65
8. **PAYMENT DUE** **$111,500.55**
9. **BALANCE TO COMPLETION**
   (Line 3 minus Line 6) $889,849.80

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$110,828.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$110,828.00	$0.00
NET CHANGES	$110,828.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HANCO CORPORATION

By: _____ Date: 01/23/2023
Chris Hudson, President

State of: Mississippi

County of: Forrest

Subscribed and sworn to before

me this 23rd day of January 2023

Notary Public: Cassandra F Reid

My Commission Expires: April 29, 2026

CASSANDRA F. REID
COMM. # 65981
NOTARY PUBLIC
COMMISSION EXPIRES 4-29-2026
FORREST COUNTY, STATE OF MISSISSIPPI

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... $111,500.55

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Landry Lewis Germany Architects P.A.

By: _____ Date: 1/25/23

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

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CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

APPLICATION #: 10
DATE OF APPLICATION: 01/23/2023
PERIOD THRU: 01/23/2023
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
001	Taxes	$97,397.00	$63,865.00	$3,969.00	$0.00	$67,834.00	70%	$29,563.00	
002	Bonds	$20,148.00	$20,148.00	$0.00	$0.00	$20,148.00	100%	$0.00	
003	Insurance	$20,148.00	$13,700.00	$1,000.00	$0.00	$14,700.00	73%	$5,448.00	
004	Site Facilities	$22,258.00	$16,258.00	$0.00	$0.00	$16,258.00	73%	$6,000.00	
005	General Conditions	$164,800.00	$122,100.00	$8,000.00	$0.00	$130,100.00	79%	$34,700.00	
006	Equipment	$81,561.00	$50,000.00	$5,000.00	$0.00	$55,000.00	67%	$26,561.00	
007	Interim Cleanup	$35,674.00	$26,500.00	$2,000.00	$0.00	$28,500.00	80%	$7,174.00	
008	Final Cleaning	$13,155.00	$8,000.00	$0.00	$0.00	$8,000.00	61%	$5,155.00	
009	Phase 1 Demo	$43,000.00	$43,000.00	$0.00	$0.00	$43,000.00	100%	$0.00	
009a	Phase 2 Demo	$43,897.00	$43,897.00	$0.00	$0.00	$43,897.00	100%	$0.00	
010	Asbestos Abatement Phase 1	$8,000.00	$8,000.00	$0.00	$0.00	$8,000.00	100%	$0.00	
010a	Asbestos Abatement Phase 2	$4,425.00	$4,425.00	$0.00	$0.00	$4,425.00	100%	$0.00	
011	Concrete Patching	$2,287.00	$2,287.00	$0.00	$0.00	$2,287.00	100%	$0.00	
012	Masonry Patching	$7,394.00	$7,394.00	$0.00	$0.00	$7,394.00	100%	$0.00	
013	Hand Rail	$1,525.00	$0.00	$0.00	$0.00	$0.00	0%	$1,525.00	
014	Rough Carpentry Phase 1	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100%	$0.00	
	SUB-TOTALS	$571,669.00	$435,574.00	$19,969.00	$0.00	$455,543.00	80%	$116,126.00	

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Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

APPLICATION #: 10
DATE OF APPLICATION: 01/23/2023
PERIOD THRU: 01/23/2023
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
014a	Rough Carpentry Phase 2	$7,721.00	$7,721.00	$0.00	$0.00	$7,721.00	100%	$0.00	
015	Finish Carpentry Phase 1	$24,000.00	$24,000.00	$0.00	$0.00	$24,000.00	100%	$0.00	
015a	Finish Carpentry Phase 2	$20,211.00	$0.00	$0.00	$0.00	$0.00	0%	$20,211.00	
016	Millwork Phase 1	$40,000.00	$40,000.00	$0.00	$0.00	$40,000.00	100%	$0.00	
016a	Millwork Phase 2	$33,177.00	$20,000.00	$0.00	$0.00	$20,000.00	60%	$13,177.00	
017	Batt Insulation	$14,515.00	$11,500.00	$0.00	$0.00	$11,500.00	79%	$3,015.00	
018	Misc Patching	$9,909.00	$9,000.00	$0.00	$0.00	$9,000.00	91%	$909.00	
019	Caulking & Sealants	$22,868.00	$6,500.00	$3,500.00	$0.00	$10,000.00	44%	$12,868.00	
020	Doors & Hardware	$18,636.00	$18,636.00	$0.00	$0.00	$18,636.00	100%	$0.00	
021	Install	$1,372.00	$1,372.00	$0.00	$0.00	$1,372.00	100%	$0.00	
022	Metal Window Restoration	$61,743.00	$57,000.00	$0.00	$0.00	$57,000.00	92%	$4,743.00	
023	Wood Window Restoration	$407,044.00	$125,000.00	$40,000.00	$0.00	$165,000.00	41%	$242,044.00	
024	Lath & Plaster Phase One	$15,245.00	$15,245.00	$0.00	$0.00	$15,245.00	100%	$0.00	
025	Lath & Plaster Phase Two	$76,226.00	$70,000.00	$6,226.00	$0.00	$76,226.00	100%	$0.00	
026	Stucco	$15,245.00	$0.00	$0.00	$0.00	$0.00	0%	$15,245.00	
027	Gypsum Wall Board Systems Phase 1	$22,000.00	$22,000.00	$0.00	$0.00	$22,000.00	100%	$0.00	
	SUB-TOTALS	$1,361,581.00	$863,548.00	$69,695.00	$0.00	$933,243.00	69%	$428,338.00	

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CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

APPLICATION #: 10
DATE OF APPLICATION: 01/23/2023
PERIOD THRU: 01/23/2023
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
027a	Gypsum Wall Board Systems Phase 2	$21,574.00	$15,000.00	$6,574.00	$0.00	$21,574.00	100%	$0.00	
028	Flooring Phase 1	$45,000.00	$45,000.00	$0.00	$0.00	$45,000.00	100%	$0.00	
028a	Flooring Phase 2	$44,184.00	$20,000.00	$0.00	$0.00	$20,000.00	45%	$24,184.00	
029	Acoustical Ceilings	$32,701.00	$27,000.00	$2,500.00	$0.00	$29,500.00	90%	$3,201.00	
030	Painting Phase One	$60,980.00	$60,980.00	$0.00	$0.00	$60,980.00	100%	$0.00	
031	Painting Phase Two	$76,226.00	$20,000.00	$0.00	$0.00	$20,000.00	26%	$56,226.00	
032	Specialties Installation	$3,201.00	$0.00	$0.00	$0.00	$0.00	0%	$3,201.00	
033	Toilet & Bath Accessories	$1,143.00	$0.00	$0.00	$0.00	$0.00	0%	$1,143.00	
034	Signage	$381.00	$381.00	$0.00	$0.00	$381.00	100%	$0.00	
035	Plaque	$3,049.00	$0.00	$0.00	$0.00	$0.00	0%	$3,049.00	
036	Window Blinds	$60,980.00	$40,000.00	$0.00	$0.00	$40,000.00	66%	$20,980.00	
037	A/C Equipment	$125,000.00	$125,000.00	$0.00	$0.00	$125,000.00	100%	$0.00	
038	Air Distribution Material	$30,000.00	$30,000.00	$0.00	$0.00	$30,000.00	100%	$0.00	
039	Duct Fabrication Phase 1	$14,000.00	$14,000.00	$0.00	$0.00	$14,000.00	100%	$0.00	
039a	Duct Fabrication Phase 2	$14,000.00	$14,000.00	$0.00	$0.00	$14,000.00	100%	$0.00	
040	Duct Materials Phase 1	$8,000.00	$8,000.00	$0.00	$0.00	$8,000.00	100%	$0.00	
	SUB-TOTALS	$1,902,000.00	$1,282,909.00	$78,769.00	$0.00	$1,361,678.00	72%	$540,322.00	

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CONTINUATION PAGE

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040a	Duct Materials Phase 2	$8,000.00	$8,000.00	$0.00	$0.00	$8,000.00	100%	$0.00	
041	A/C Rough In	$45,000.00	$39,000.00	$6,000.00	$0.00	$45,000.00	100%	$0.00	
042	Plumbing Rough In	$19,000.00	$9,500.00	$9,500.00	$0.00	$19,000.00	100%	$0.00	
043	A/C Trim Out	$15,000.00	$7,500.00	$0.00	$0.00	$7,500.00	50%	$7,500.00	
044	Plumbing Fixtures	$25,000.00	$12,500.00	$0.00	$0.00	$12,500.00	50%	$12,500.00	
045	Controls	$25,000.00	$15,000.00	$0.00	$0.00	$15,000.00	60%	$10,000.00	
046	Test & Balance	$22,000.00	$11,000.00	$0.00	$0.00	$11,000.00	50%	$11,000.00	
047	Light Fixtures	$70,000.00	$70,000.00	$0.00	$0.00	$70,000.00	100%	$0.00	
048	Light Fixtures Rough In Labor	$20,000.00	$17,000.00	$3,000.00	$0.00	$20,000.00	100%	$0.00	
049	Light Fixtures Rough In Material	$25,000.00	$22,000.00	$3,000.00	$0.00	$25,000.00	100%	$0.00	
050	Light Fixtures Trim Out Labor	$9,500.00	$8,500.00	$0.00	$0.00	$8,500.00	89%	$1,000.00	
051	Light Fixtures Trim Out Material	$7,000.00	$6,000.00	$0.00	$0.00	$6,000.00	86%	$1,000.00	
052	Lighting Controls Labor	$5,500.00	$4,750.00	$0.00	$0.00	$4,750.00	86%	$750.00	
053	Lighting Controls Material	$4,000.00	$3,600.00	$0.00	$0.00	$3,600.00	90%	$400.00	
054	Switch Gear	$43,000.00	$35,500.00	$0.00	$0.00	$35,500.00	83%	$7,500.00	
055	Switch Gear Labor	$19,000.00	$11,000.00	$0.00	$0.00	$11,000.00	58%	$8,000.00	
	SUB-TOTALS	$2,264,000.00	$1,563,759.00	$100,269.00	$0.00	$1,664,028.00	73%	$599,972.00	

Quantum Software Solutions, Inc. Document

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056	Generator	$95,000.00	$0.00	$0.00	$0.00	$0.00	0%	$95,000.00	
057	Generator Pad and Labor	$20,000.00	$0.00	$0.00	$0.00	$0.00	0%	$20,000.00	
058	Fire Alarm	$18,000.00	$0.00	$0.00	$0.00	$0.00	0%	$18,000.00	
059	Fire Alarm Rough In Labor	$11,000.00	$6,000.00	$0.00	$0.00	$6,000.00	55%	$5,000.00	
060	Fire Alarm Rough In Material	$13,000.00	$8,000.00	$0.00	$0.00	$8,000.00	62%	$5,000.00	
061	Fire Alarm Trim Out	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	
062	Communications Rough In Labor	$6,000.00	$5,000.00	$1,000.00	$0.00	$6,000.00	100%	$0.00	
063	Communications Rough In Material	$9,000.00	$7,800.00	$1,200.00	$0.00	$9,000.00	100%	$0.00	
064	Feeder Rough In Labor	$8,000.00	$3,000.00	$0.00	$0.00	$3,000.00	38%	$5,000.00	
065	Feeder Rough In Material	$14,000.00	$5,000.00	$0.00	$0.00	$5,000.00	36%	$9,000.00	
066	Feeder Labor	$6,000.00	$2,000.00	$0.00	$0.00	$2,000.00	33%	$4,000.00	
067	Feeder Materials	$15,000.00	$0.00	$0.00	$0.00	$0.00	0%	$15,000.00	
068	Rough Wall Conduit Labor	$25,000.00	$22,500.00	$2,500.00	$0.00	$25,000.00	100%	$0.00	
069	Rough Wall Conduit Material	$30,000.00	$27,200.00	$2,800.00	$0.00	$30,000.00	100%	$0.00	
070	Rough Ceiling Conduit Labor	$25,000.00	$23,100.00	$1,900.00	$0.00	$25,000.00	100%	$0.00	
071	Rough Ceiling Conduit Material	$30,000.00	$27,300.00	$2,700.00	$0.00	$30,000.00	100%	$0.00	
	SUB-TOTALS	$2,596,000.00	$1,700,659.00	$112,369.00	$0.00	$1,813,028.00	70%	$782,972.00	

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Quantum Software Solutions, Inc. Document

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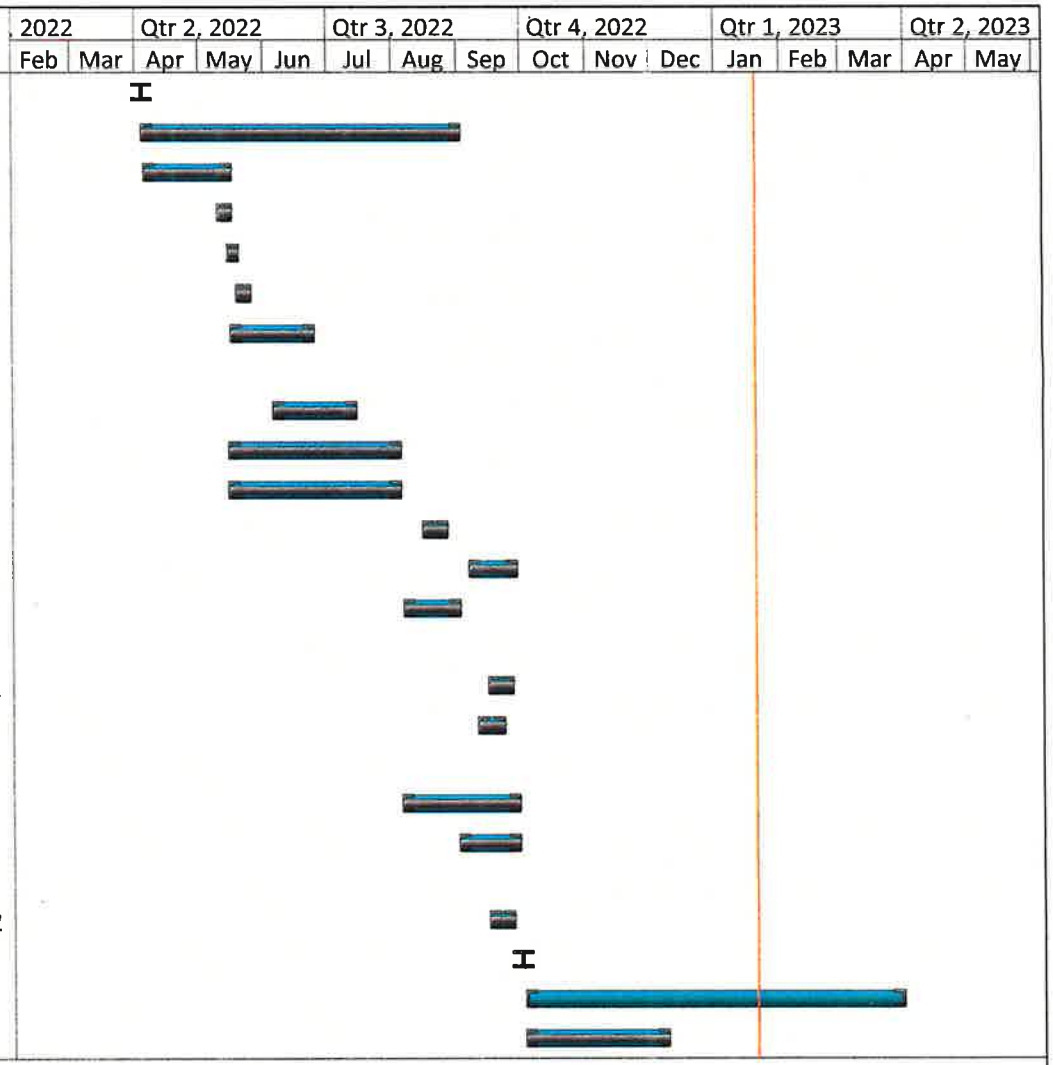
072	Branch Circuit Wire Labor	$26,000.00	$24,700.00	$1,300.00	$0.00	$26,000.00	100%	$0.00	
073	Branch Circuit Wire Material	$32,000.00	$30,000.00	$2,000.00	$0.00	$32,000.00	100%	$0.00	
074	Branch Circuit Final Connections	$3,500.00	$2,450.00	$0.00	$0.00	$2,450.00	70%	$1,050.00	
075	Wiring Devices & Plates Labor	$6,500.00	$5,300.00	$700.00	$0.00	$6,000.00	92%	$500.00	
076	Wiring Devices & Plates Material	$5,000.00	$4,000.00	$500.00	$0.00	$4,500.00	90%	$500.00	
077	Project Management	$10,000.00	$8,000.00	$500.00	$0.00	$8,500.00	85%	$1,500.00	
078	Storage & Equipment	$4,500.00	$3,750.00	$0.00	$0.00	$3,750.00	83%	$750.00	
079	Temp Power	$3,250.00	$3,250.00	$0.00	$0.00	$3,250.00	100%	$0.00	
080	Grounding	$3,250.00	$1,250.00	$0.00	$0.00	$1,250.00	38%	$2,000.00	
081	Change Order #1	$25,828.00	$25,828.00	$0.00	$0.00	$25,828.00	100%	$0.00	
082	Change Order #2	$85,000.00	$85,000.00	$0.00	$0.00	$85,000.00	100%	$0.00	
	TOTALS	$2,800,828.00	$1,894,187.00	$117,369.00	$0.00	$2,011,556.00	72%	$789,272.00	

Quantum Software Solutions, Inc. Document

ID		Task Name	Duration	Start	Finish
1	✓	Notice to Proceed	1 day	Mon 4/4/22	Mon 4/4/22
2	✓	**Phase 1**	110 day	Mon 4/4/22	Fri 9/2/22
3	✓	Demo	30 days	Tue 4/5/22	Mon 5/16/22
4	✓	Metal Stud Framing	5 days	Tue 5/10/22	Mon 5/16/22
5	✓	Rough Carpenty	5 days	Sun 5/15/22	Thu 5/19/22
6	✓	Sheetrock Hanging	5 days	Thu 5/19/22	Wed 5/25/22
7	✓	Sheetrock finishing / Plastering	30 days	Mon 5/16/22	Fri 6/24/22
8	✓	Painting	30 days	Sun 6/5/22	Thu 7/14/22
9	✓	Mechanical Roughin	60 days	Sun 5/15/22	Thu 8/4/22
10	✓	Electrcial Rough in	60 days	Sun 5/15/22	Thu 8/4/22
11	✓	Ceiling Grid Installation	10 days	Mon 8/15/22	Fri 8/26/22
12	✓	Millwork	17 days	Tue 9/6/22	Wed 9/28/22
13	✓	Doors and Hardware installion	20 days	Sat 8/6/22	Thu 9/1/22
14	✓	Flooring installation	8 days	Thu 9/15/22	Mon 9/26/22
15	✓	Specialties / Blinds install	10 days	Sat 9/10/22	Thu 9/22/22
16	✓	Mechanical Trim out	40 days	Fri 8/5/22	Thu 9/29/22
17	✓	Electrical Trim out	21 days	Thu 9/1/22	Thu 9/29/22
18	✓	Punch out	8 days	Thu 9/15/22	Mon 9/26/22
19	✓	**Phase 1 Completion**	1 day	Fri 9/30/22	Fri 9/30/22
20		**Phase 2**	130 day	Sun 10/2/22	Thu 3/30/23
21	✓	Demo	50 days	Sun 10/2/22	Thu 12/8/22



Project: PRCC Renovation.mpp
Date: Fri 1/20/23

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

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ID		Task Name	Duration	Start	Finish
22	✓	Metal Stud Framing	20 days	Wed 10/5/22	Tue 11/1/22
23	✓	Rough Carpenty	20 days	Tue 11/1/22	Mon 11/28/22
24	✓	Sheetrock Hanging	20 days	Sat 11/5/22	Thu 12/1/22
25	✓	Sheetrock finishing / Plastering	30 days	Thu 12/1/22	Wed 1/11/23
26		Painting	30 days	Thu 1/5/23	Wed 2/15/23
27		Mechanical Roughin	90 days	Sat 10/15/22	Thu 2/16/23
28	✓	Ceilng Grid Installation	15 days	Wed 2/1/23	Tue 2/21/23
29		Electrcial Rough in	90 days	Wed 10/5/22	Tue 2/7/23
30		Millwork	20 days	Wed 2/1/23	Tue 2/28/23
31		Doors and Hardware installion	10 days	Wed 2/15/23	Tue 2/28/23
32		Flooring installation	15 days	Wed 3/1/23	Tue 3/21/23
33		Specialties / Blinds install	15 days	Sat 2/25/23	Thu 3/16/23
34		Mechanical Trim out	14 days	Sat 2/25/23	Wed 3/15/23
35		Electrical Trim out	14 days	Sat 2/25/23	Wed 3/15/23
36		Punch out	10 days	Tue 3/21/23	Mon 4/3/23
37		**Phase 2 Completion**	1 day	Tue 4/4/23	Tue 4/4/23
38		Window Restoration	327 day	Mon 4/4/22	Tue 7/4/23
39				Mon 9/18/17	
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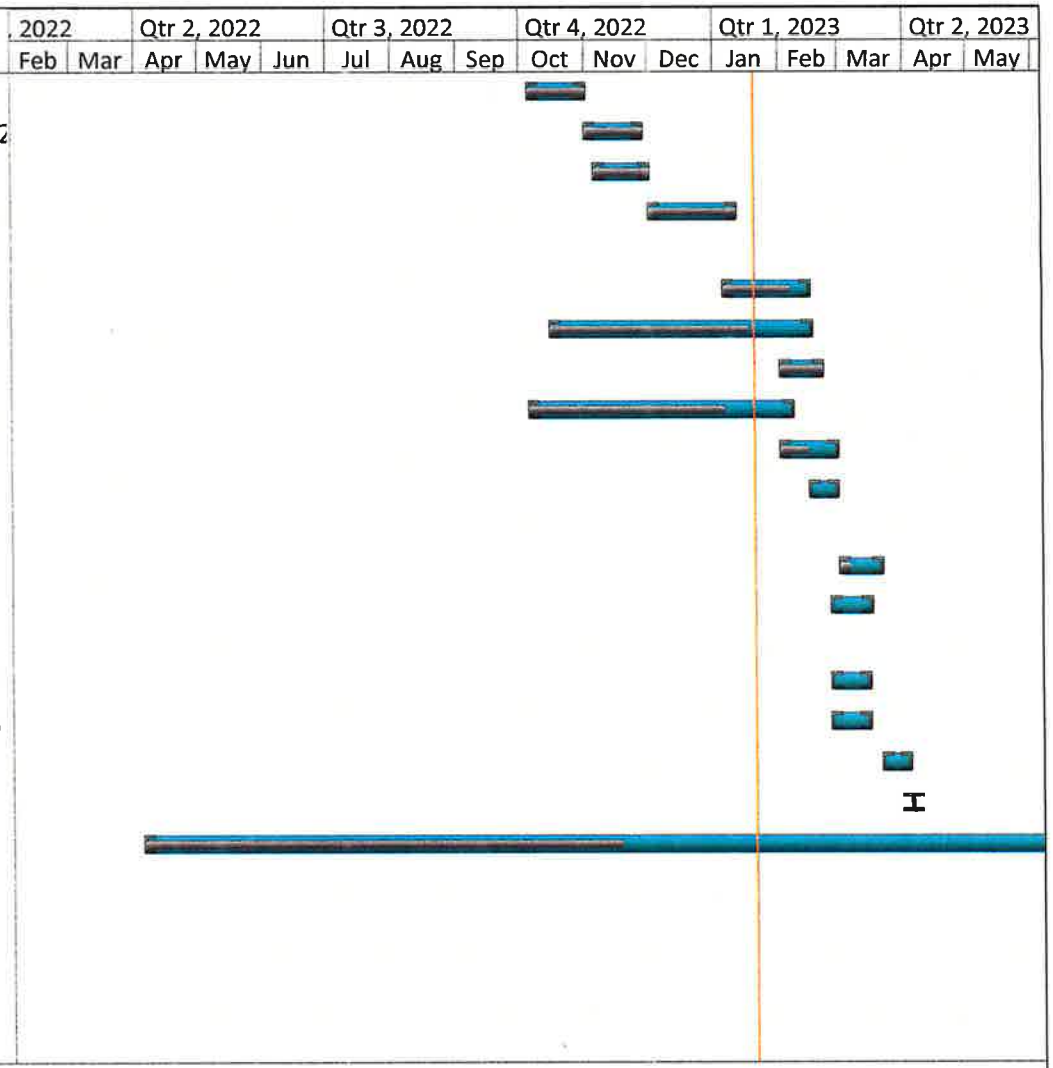

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Date: Fri 1/20/23

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone	◆	Inactive Milestone		Start-only	⊏
Summary		Inactive Summary		Finish-only	⊐
Project Summary		Manual Task		Deadline	↓
External Tasks		Duration-only		Progress	

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ID	Task Name	Duration	Start	Finish
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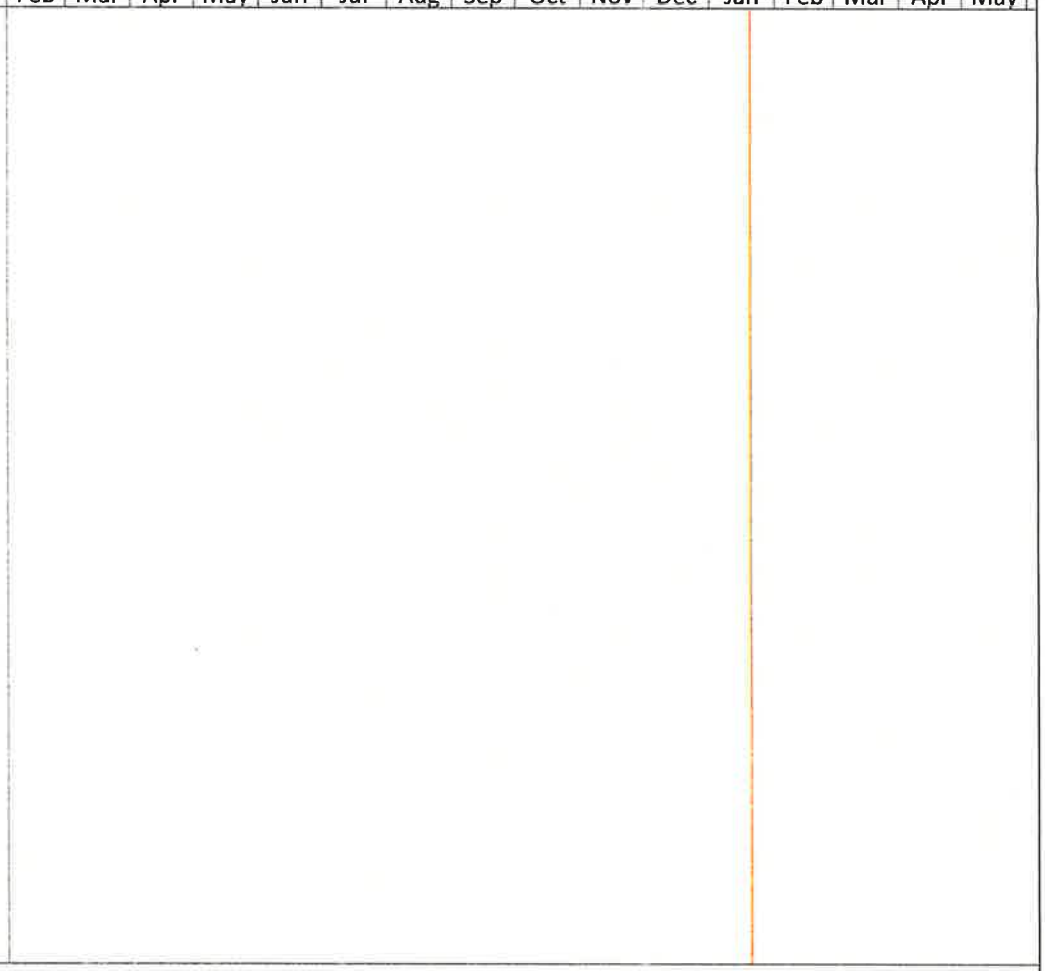

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Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

REQUEST FOR ISSUANCE OF DUPLICATE WARRANT

I/We KentWood Spring Water principal hereby declare that we have not received payment from Pearl River County the sum of $ 3536.24, issued by check # 146511 for the payment of goods and services and that the warrant has been lost, misplaced, or destroyed: that payment thereof has not been received: and that the same has not been transferred or assigned as stated.

Therefore, We the undersigned herby request the issuance of a duplicate warrant, this the 30 day of January, 2023.

Sign Here

COUNTY OFFICIAL

I hereby certify that check # 146511 in the amount of $3536.24 issued to KentWood Spring Water has not cleared our bank account and request the issuance of a duplicate warrant is justified.

This the 30 day of Jan, 2023.

Pam Bowers

From: Hernandez, Angelina <ahernandez@primowater.com>
Sent: Wednesday, January 25, 2023 11:04 AM
To: Pam Bowers
Subject: Kentwood- Acct#1894152 Bill To 3038025 PEARL RIVER COUNTY - BARN

Good Day Pam,

Thank you for taking my call. I am unable to located check #14651 $3,536.24 for invoice dated 10/14/22. Please email me the affidavit to be complete by my company. If you have any questions, please contact me. Thanks in advance.

Best Regards,

Angie Hernandez
Collections Specialist
Primo Water North America
ahernandez@primowater.com
Direct Line 770-629-3329

PRIMO WATER NORTH AMERICA

Alhambra ATHENA BELMONT Crystal DEEP ROCK WATER Hinckley Springs Kentwood Mount Olympus RELYANT

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GLMCLM01 PRACCTCY CASH DISBURSEMENTS DATA ENTRY GLWCLM97/R4
Fund 001 GENERAL COUNTY Trans 230304 Amount 3536.24
Claim 178 Claim Date 11 7 2022 Release Date 11 7 2022 Status P Source CD
Bank 100 Check Date 11 7 2022 Check 146511 Ep Cash Acct 000 001
Voided Reason
Vendor No 5157 Payee KENTWOOD SPRING WATER CO
OUTSTND Addr1 P O BOX 660579 Add 20221020 PMB
Addr2 Chg 00000000
Page No 1 City DALLAS TX 75266 0579 1099 Form M Type 1
For Investments CD No Maturity Date Rate

Account	Description	Invoice	InvoiceDate	Amount
001151603 200 CRTHSE	3038036	303 8025101422	10 14 2022	547.43
001151603 200 COURTHOUSE	3038073		10 14 2022	708.79
001151603 200 COURTHSE SQ	3038094		10 14 2022	531.88
001151603 171 SAV MIL RD	7311763		10 14 2022	326.23
001151603 917 GOODYEAR	10415774		10 14 2022	302.64
001151603 167 SAV MIL RD	13781315		10 14 2022	392.05
001151603 153 SAV MIL RD	13782093		10 14 2022	495.41
001151603 8953 HWY 11	15087681		10 14 2022	231.81

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F13-MODE F14-PAPERLINK
F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail F5-Next_Detail F13-Mode

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

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY 433
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 1, 2023

Board of Supervisors,

Please approve and authorize the President to sign the Small Cell Installation Agreement and Easement with Cellular South Real Estate, Inc. and Telepak Networks, Inc., d/b/a C Spire. This is for C Spire to put a repeater on the tower at the Jail.

Thanks,

Adrain

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PREPARED BY AND AFTER
RECORDING RETURN TO:
Telepak Networks, Inc. d/b/a C Spire
1018 Highland Colony Parkway, Suite 400
Ridgeland, Mississippi 39157
Telephone: (601) 355-1522

INDEXING INSTRUCTIONS:

EASEMENT

For One Dollar cash in hand paid and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged,

PEARL RIVER COUNTY
(whether one or more, Grantor)
Pearl River County
Attn: County Administrator
200 South Main Street
Poplarville, MS 39470
Telephone: (601) 403-2300

hereby grants, conveys, assigns and warrants to

TELEPAK NETWORKS, INC., d/b/a C Spire
its successors and assigns (Grantee)
Attn: OSP Manager
1018 Highland Colony Parkway, Suite 520
Ridgeland, Mississippi 39157
Telephone: 601-355-1522

a continuing easement and right-of-way to place, repair, operate, maintain, improve and replace, from time to time, a buried communications cable system **(INCLUDING VOICE, VIDEO OR DATA)** and a buried power line on, under and across the Grantor's property located in the 171 Savannah Millard Road Site A, Poplarville, MS 39470 Pearl River County, Mississippi and more particularly described as follows: Exhibit A attached hereto and incorporated herein (collectively, the "System")

Together with the right of reasonable ingress and egress to and from said easement by the Grantee and its authorized agents for the purposes described herein. The continuing easement and right-of-way shall be limited to thirty (30) feet in width. Grantee shall pay to Grantor the reasonable value of any crops destroyed by the act of installing the System and related service lines and access pedestals or hand holes on the right-of-way and easement herein granted.

By accepting this Easement, Grantee understands and agrees with Grantor that:

(1) The System will be installed below the ground surface, except at necessary access pedestals or hand holes. Service lines off of the System will also be installed below ground surface.

(2) All above-ground access pedestals or hand holes and the buried cables and service wire should be reasonably located and placed by Grantee in an effort to cause a minimum of inconvenience to the property owner while still allowing access for repair, maintenance, improvements and replacement and connection to the balance of the System on adjoining lands.

(3) All fences disturbed by construction of the System will be restored to the same or better condition by Grantee.

(4) The land surface will be restored by Grantee after installation to its original contour if disturbed by installation.

(5) Any utility runs caused by the installation shall be repaired by Grantee.

(6) Grantee shall have the right to cut or trim such trees and shrubbery as may, from time to time, threaten, impede or interfere with the purposes for which this instrument is given.

(7) Grantor reserves the right to use the easement in any manner that is not inconsistent with the rights of Grantee hereunder and which will not cause injury to, or increase the risk of injury to, such rights or the property of Grantee.

(8) Grantor shall indemnify and hold Grantee harmless from and against any loss or damages incurred by Grantee or its System due to Grantor's or any of its agent's acts or omissions in connection with this easement.

The undersigned Grantor covenants that Grantor is the owner of the above-described lands, Grantor has the authority to grant the rights to the Grantee granted herein and the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following persons: Not Applicable.

Executed on the date of the Grantor's acknowledgement below.

(NOTE: IF HOMESTEAD PROPERTY IS INVOLVED, HUSBAND AND WIFE MUST SIGN DOCUMENT)

Grantor:

PEARL RIVER COUNTY

By: _____
Name: Adrain Lumpkin
Title: County Administrator

STATE OF MISSISSIPPI
COUNTY OF Pearl River

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of Feb, 2023, within my jurisdiction, the within named Adrain Lumpkin, who acknowledged that (he) (she) is County Administrator of PEARL RIVER COUNTY and that for and on behalf of said School District, and as its act and deed (he) (she) executed the above and foregoing instrument, after first been duly authorized by said school district so to do.

_____
(NOTARY PUBLIC)

My commission expires:

_____
(Affix official seal, if applicable)

EXHIBIT A

REAL PROPERTY DESCRIPTION

438

PEARL RIVER COUNTY
DEED BOOK 788, PAGE 520

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	45.00'	41.72'	41.06'	S 24°13'55" E
C2	75.00'	126.67'	94.64'	S 32°33'49" E
C3	90.00'	85.09'	82.04'	S 54°55'03" W
C4	150.00'	225.49'	204.83'	S 54°59'06" W

N 26°51'05" W
63.60'

S 12°48'43" W
45.97'

S 19°23'27" W
64.10'

S 06°13'05" E
43.87'

ACCESS EASEMENT

POINT OF COMMENCEMENT

S 11°54'19" W
63.97'

N 00°13'05" W
1,111.11'

GRID
0 100 200 300

N

N 76°00'43" W 26.00'

S 76°00'43" E
5.00'

S 13°59'17" W
7.00'

S 76°00'43" E
2.00'

S 13°59'17" W
5.00'

N 76°00'43" W
7.00'

LEASE AREA
(175 SQ. FT.)

0 10 20 30

MISSISSIPPI
REGISTERED
NO. 32649
PROFESSIONAL
LAND SURVEYOR
LAMAR BULLOCK

R. Lamar Bullock

LEGEND

SMN	SET MAG NAIL
SIR	SET IRON ROD
	POWER POLE
	HAND HOLE
	EXISTING FIBER CABLE
	PROPERTY LINE
	PROPOSED LEASE AREA
	PROPOSED EASEMENT
	EXISTING WATER LINE
	OVERHEAD ELECTRIC
	EXISTING GAS LINE

GENERAL NOTES

- The survey was conducted utilizing GPS RTK Network methods. The bearings and distances shown on this plat are based on grid referenced to the Mississippi State Plane Coordinate System, East Zone. The convergence angle is 00 degrees 22 minutes 51.78 seconds and the combined scale factor is 0.9999600231 based on the location of the POC.
- Class B accuracy survey
- Field surveys conducted November 16, 2022.
- This survey was conducted without the benefit of a current and accurate title search and is subject to recorded and unrecorded easements, rights of ways, etc. unknown to this surveyor.
- 811 and all utility owners must be contacted at least 48 hours prior to construction. The surveyor does not warrant the location of underground utilities.

The survey area lies in Zone "X" according to FEMA Panel No. 28109C0425F dated June 03, 2009.

LEASE AREA & EASEMENT SURVEYS
FOR CSPIRE
MS2738 - PEARL RIVER COUNTY SHERIFF
171 SAVANNAH MILLARD RD, POPLARVILLE, MISSISSIPPI

Scale: GRAPHIC	Date: 11/18/22	
Drawn: KLH	Page 1 of 2	Job: BSM 22 071

5' WIDE FIBER EASEMENT

A parcel of land containing 2440.3 square feet, more or less, being situated in the Northwest Quarter of the Northwest Quarter of Section 14, Township 01 North, Range 02 West, Copiah County, Mississippi and being 2.50 feet each side of the following centerline description:

COMMENCE at a found iron rod (SPC-MS WEST N:885,030.09 E:2,282,943.10) at the Southwest corner of Lot 12 of Country Acres Subdivision, Phase 1, as recorded in Cabinet A, Slide 251 in the Copiah County Chancery Clerk's Office; thence run South for a distance of 535.79 feet to a point; thence run West for a distance of 14.94 feet to a set 1/2 inch iron rod; thence run South 83 degrees 52 minutes 40 seconds West for a distance of 2.50 feet to a set 1/2 inch iron rod; (SPC-MS WEST N:884,494.04 E:2,282,925.68) for a POINT OF BEGINNING for the herein described Easement;

Thence run North 06 degrees 07 minutes 20 minutes West for a distance of 6.80 feet to a set 1/2 inch iron rod;

Thence run North 03 degrees 05 minutes 19 seconds East for a distance of 19.24 feet to a set paint dot on concrete sidewalk;

Thence run North 26 degrees 34 minutes 21 seconds West for a distance of 8.33 feet to a set mag nail;

Thence run North 03 degrees 54 minutes 50 seconds East for a distance of 453.68 feet to a set 1/2 inch iron rod (SPC-MS WEST N:884,980.09 E:2,282,953.23) to the POINT OF TERMINUS.

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SMALL CELL INSTALLATION AGREEMENT
Licensee Site Name: MS2738 Pearl River County Sheriff

This Small Cell Installation Agreement (this "Agreement") is made effective as of the date executed by both Parties (the "Effective Date"), and is by and between Pearl River County ("Licensor"), and Cellular South Real Estate, Inc. ("Licensee"). Licensor and Licensee are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. Licensor and Licensee agree that the respective terms used herein shall, unless the context otherwise requires, have the following meanings:

"Easement" means Licensor's grant to Licensee and its affiliates of the right to install fiber optic cable from Licensee's affiliate's hand hole across the Site to the Small Cell Site to connect to the Small Cell Equipment in up to two (2) diverse routes, the approximate routing and location is shown on Exhibit B attached hereto and incorporated herein.

"Site" means Licensor's real property located at

"Small Cell Site" means the applicable portions of the Site designated by Licensor as Site space, and any necessary route of ingress and egress through the Site to reach the Small Cell Site and connect Licensee's Small Cell Equipment (as hereinafter defined) as specified on Exhibit A attached hereto and incorporated herein. The Small Cell Site includes a 10'x 10' ground space as specified on Exhibit A for Licensee's Small Cell Equipment including a meter rack.

"Small Cell Equipment" means the wireless telecommunications small cell equipment described on Exhibit A attached hereto and incorporated herein and all cabling, wiring, fiber, equipment, and accessories used therewith for its installation, operation, maintenance, repair, and replacement on the Small Cell Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. License to Use. Subject to and upon the terms, provisions, and conditions hereinafter set forth, and in consideration of the duties, covenants, and obligations of Licensee hereunder, Licensor has granted and does hereby grant unto Licensee, a nonexclusive license (the "License") to use the Site for the installation, operation, maintenance, repair, and replacement, at Licensee's sole expense and risk, of Licensee's Small Cell Equipment. Licensor also grants Licensee the rights of access, ingress, and egress to the Small Cell Equipment and Small Cell Site seven (7) days per week, twenty-four (24) hours per day with advance notice to Licensor by Licensee. Licensor also grants Licensee and its affiliates the Easement.

3. Term.

(a) The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years, unless earlier terminated pursuant to Section 3(b) of this Agreement (the "Initial Term"). At the end of the Initial Term this Agreement shall be automatically renewed and extended upon the same terms and conditions for up to five (5) additional consecutive terms of five (5) years each (each, a "Renewal Term") unless Licensee notifies Licensor of its intention not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." At the end of the Term this Agreement shall continue in full force and effect on a month-to-month basis cancelable by either Party upon one hundred and eighty (180) days written notice to the other Party.

(b) The permission granted to Licensee to use the Site granted by this Agreement may be canceled by Licensor for any breach by Licensee of its obligations under this Agreement if such breach continues for thirty (30) days after Licensee's receipt of written notice of breach from Licensor or Licensee has failed to take action to cure the breach within the aforementioned thirty (30) day period (for those breaches which cannot reasonably be cured within thirty (30) days). Licensee may cancel this Agreement at any time during the Term upon thirty (30) days written notice to the Licensor in the event (i) Licensee is for any reason unable to operate its Small Cell Equipment in compliance with all applicable specifications at the Site, or (ii) Licensor breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days of receipt of notice from the Licensee. Notwithstanding any provision to the contrary in this Agreement, this Agreement may be terminated by Licensee in its sole discretion at any time after the first anniversary of the Effective Date upon sixty (60) days prior written notice to Licensor which is delivered after the first anniversary of the Effective Date. Upon such termination, Licensee shall owe the License Fee through the date of termination only.

4. Consideration. Licensee and/or its affiliate agrees to install the fiber optic cable in the Easement and the Small Cell Equipment at the Site solely at the Licensee's expense.

5. Utilities. At Licensee's expense Licensee shall have a separate meter installed to measure the electric consumption of its Small Cell Equipment and Licensee shall contract with and pay directly to the public utility company for the installation of the meter and for any electricity consumed by its Small Cell Equipment. Licensee shall have the right to arrange for fiber and communications/data facilities to be connected to the Small Cell Equipment. Licensee shall pay for all such fiber and communications/data facilities and the cost of connecting same to the Small Cell Equipment. Licensor agrees to provide any cooperation requested by Licensee to facilitate the installation and connection of the fiber and communications/data facilities including, but not limited to, granting Licensee or its providers an Easement to install facilities across the Site at a the location set forth in Exhibit B or another mutually agreed location or locations.

6. Assignment and Sublicensing. Neither Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party; provided, however, Licensee may assign or sublicense this Agreement or its rights hereunder as required by its lender, or by or to one of its affiliates, or to a purchaser of all or substantially all of its assets or stock.

7. Removal of Small Cell Equipment. Licensee may remove all or any part of its Small Cell Equipment and its or its affiliate's fiber optic cable during the Term and at any time after termination of this Agreement. Licensee shall take care to leave the Small Cell Site in the same condition as it was at the time of installation, reasonable wear and tear excepted. Licensor shall inspect the Small Cell Site following the removal of the Small Cell Equipment and shall notify Licensee of any damages to the Small Cell Site caused by Licensee, if any, which need to be repaired by Licensee.

8. Insurance. Both Parties shall at all times during the Term of this Agreement maintain such policies of property and casualty insurance as are necessary to fully insure their respective property interests. In addition, each Party shall maintain workers' compensation insurance as required by Mississippi law.

9. Licensee's Property. At all times the Small Cell Equipment and the fiber optic cable installed in the Easement shall remain the personal property of Licensee and/or its affiliates, and nothing herein shall be construed as the Small Cell Equipment and fiber optic cable becoming a fixture, attachment, or otherwise appurtenant to Licensor's real property. Licensor shall not cause or allow any liens, encumbrances, or security interests, including without limitation any mechanic's or materialmen's liens, to attach to the Small Cell Equipment or fiber optic cable, and in the event such a lien, encumbrance, or security interest does occur or attach to the Small Cell Equipment or fiber optic cable, Licensor shall immediately take all necessary steps to procure the release of any such lien, encumbrance, or security interest.

10. Notice. All notices hereunder shall be in writing and shall be delivered to the address shown herein or to such other address as any Party may have furnished to the other Party in writing. Any such notice may be hand delivered or sent by reliable overnight courier, or certified or registered mail (postage prepaid, return receipt requested). Notices are effective upon receipt. Notices shall be sent as follows:

If to Licensor:

Pearl River County
Attn: County Administrator
200 South Main Street
Poplarville, MS 39470
(601) 403-2300

If to Licensee:

Cellular South Real Estate, Inc.
Attn: Lease Administration
1080 Highland Colony Parkway
Suite 330
Ridgeland, MS 39110

With Copy to:

Telapex, Inc.
1018 Highland Colony Parkway
Suite 700
Ridgeland, MS 39157
Attn: General Counsel

The Parties hereto and their respective successors, legal representatives, and permitted assigns shall have the right from time to time at any time to change their respective addresses by giving the other Party at least fifteen (15) days prior notice of their new address.

11. Amendment. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both Parties hereto.

12. Governing Law. This Agreement and the performance thereof shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

13. Severable. If any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein.

14. Miscellaneous. The Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

All rights and remedies of Licensor and Licensee under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to each of the other Parties hereto. This Agreement and the Exhibits referred to herein constitute the entire understanding of the Parties with respect to the subject matter contained herein, and supersede all prior agreements and understandings between the Parties.

[Signature Page Follows]

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IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

LICENSOR:

By: _____

Name: Adrain Lumpkin,

Title: County Admin

Date: 2-6-2023

LICENSEE:
CELLULAR SOUTH REAL ESTATE, INC.

By: _____

Name: _____

Title: _____

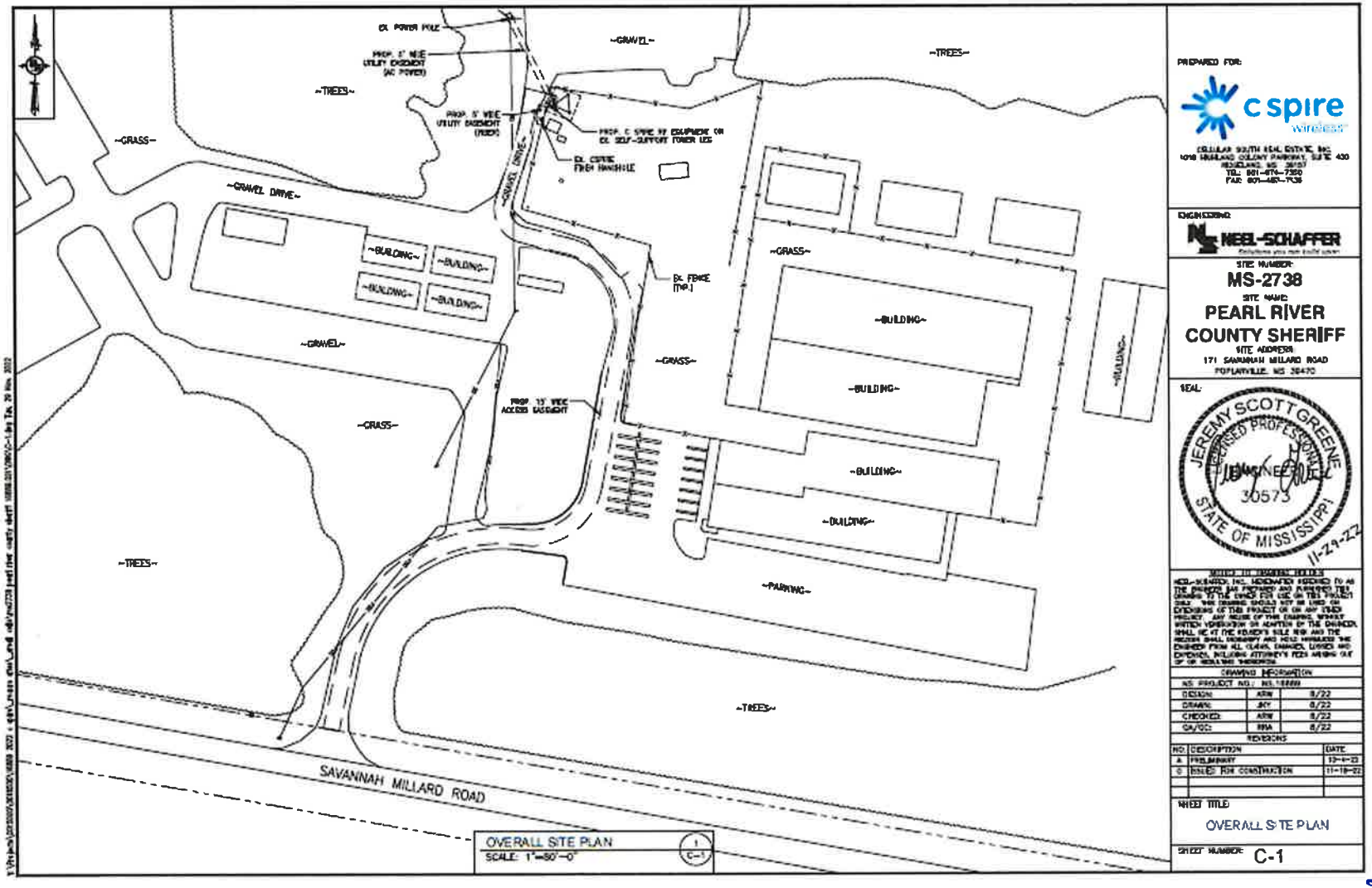
Date: _____

03993791

Licensee Initials: _____

445

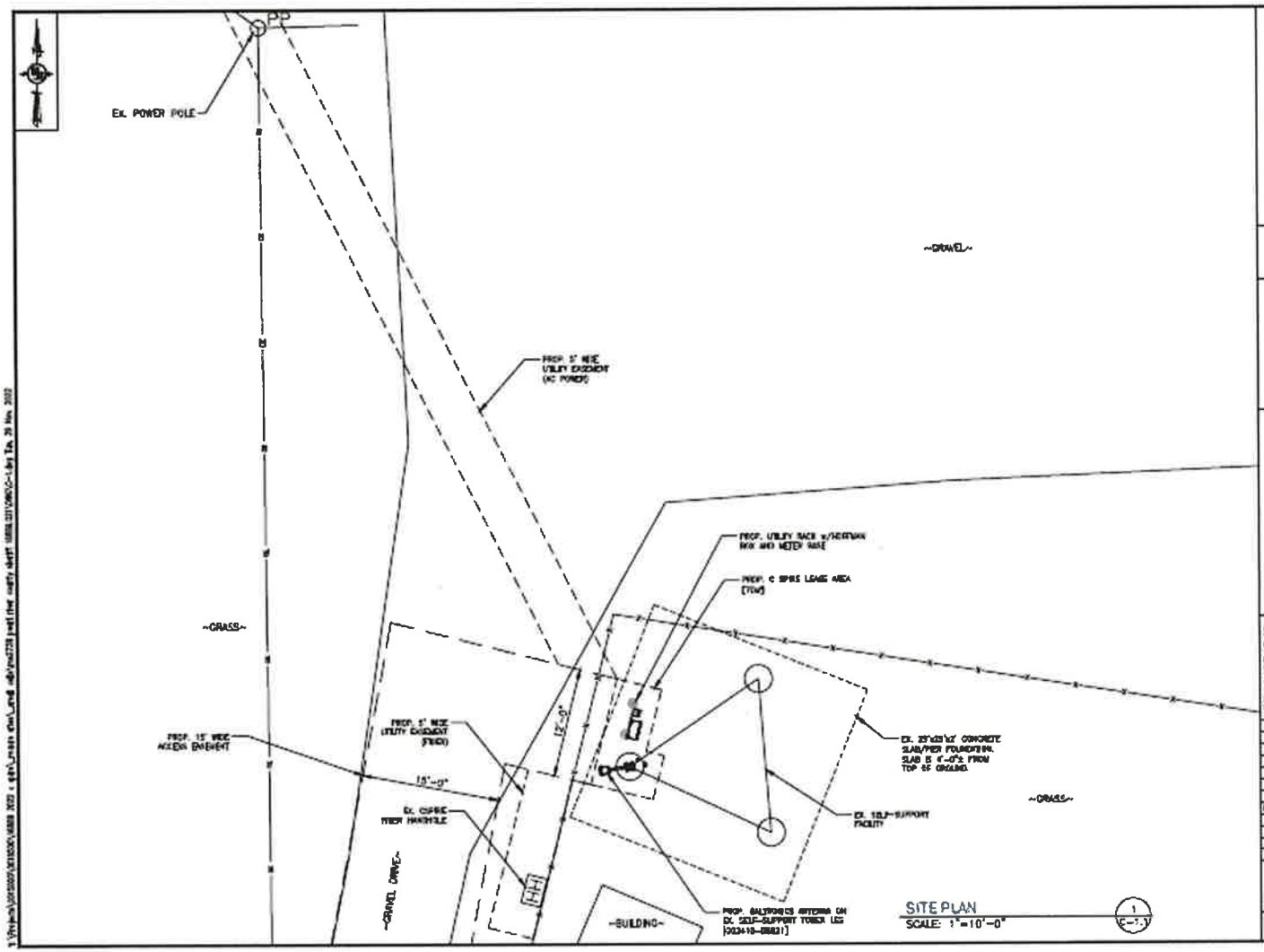
EXHIBIT A
Small Cell Site



944

03993791

Licensee Initials: _____



PREPARED FOR:

c spire wireless

CELLULAR SOUTH SERV. DISTRICT, INC.
1018 HIGHLAND COLONY PARKWAY, SUITE 400
RIDGELAND, MS 39157
TEL: 601-974-7300
FAX: 601-487-7301

ENGINEERING:

NEEL-SCHAFFER

SITE NUMBER:

MS-2738

SITE NAME:

PEARL RIVER COUNTY SHERIFF

SITE ADDRESS:

171 SAVANNAH MILLARD ROAD
POPLARVILLE, MS 39470

SEAL:

JEREMY SCOTT GREENE
LICENSED PROFESSIONAL ENGINEER
36573
STATE OF MISSISSIPPI
11-29-22

NOTICE TO TRADES NOTES

NEEL-SCHAFFER, INC. HEREINAFTER REFERRED TO AS THE ENGINEER, HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON OTHER PROJECTS OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

DRAWING INFORMATION

NS PROJECT NO.: NS-18888

DESIGN	ARW	8/22
DRAWN	JKT	8/22
CHECKED	ARW	8/22
QA/QC	RPA	8/22

REVISIONS

NO	DESCRIPTION	DATE
A	PRELIMINARY	10-6-22
0	ISSUED FOR CONSTRUCTION	11-18-22

SHEET TITLE

SITE PLAN

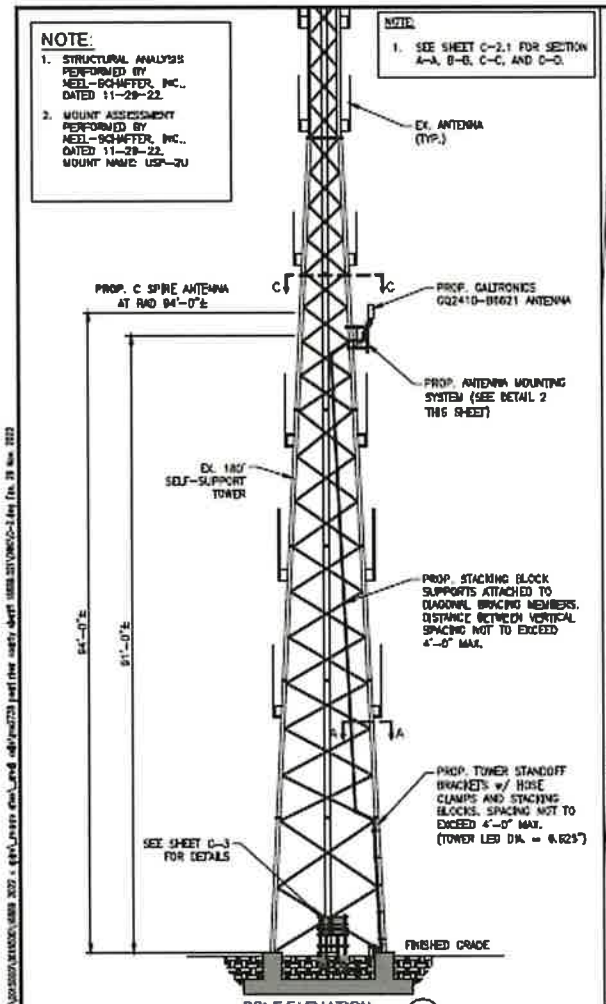
SHEET NUMBER: C-1.1

NOTE:

1. STRUCTURAL ANALYSIS PERFORMED BY NEEL-SCHAFFER, INC., DATED 11-29-22.
2. MOUNT ASSESSMENT PERFORMED BY NEEL-SCHAFFER, INC., DATED 11-29-22. MOUNT NAME: USF-2U

NOTE:

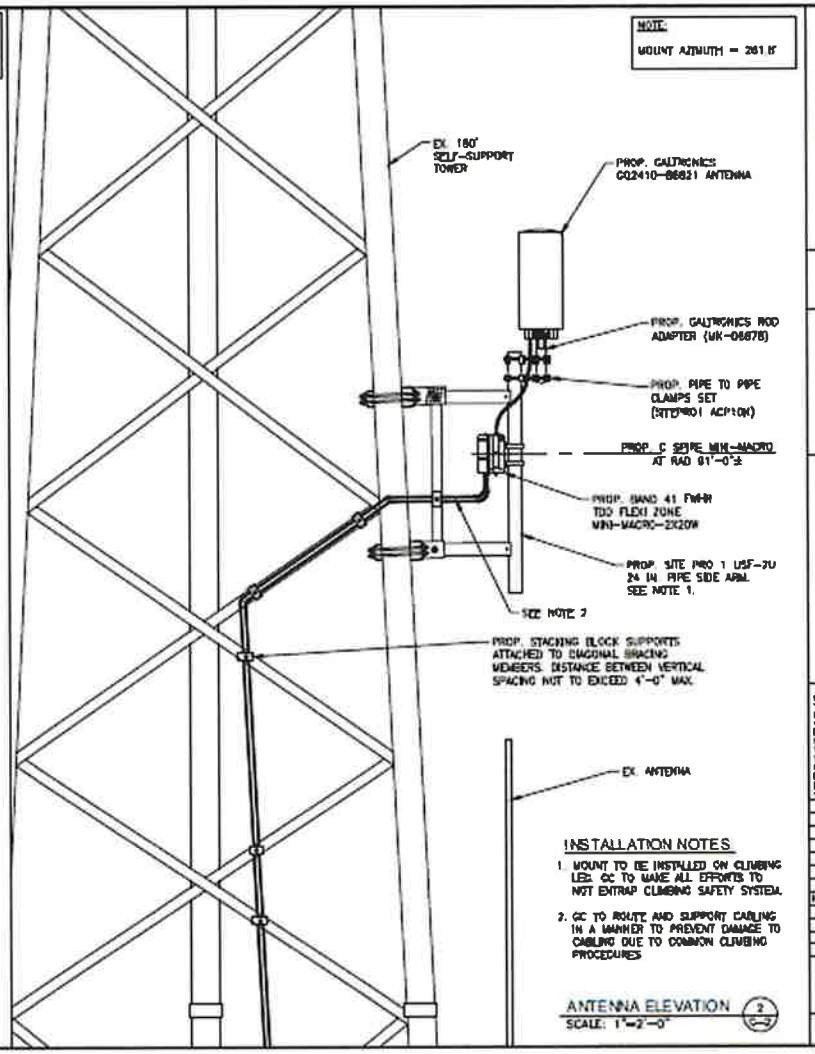
1. SEE SHEET C-2.1 FOR SECTION A-A, B-B, C-C, AND D-D.



POLE ELEVATION (1 / C-2)
SCALE: 1"=15'-0"

NOTE:

MOUNT AZIMUTH = 261.6°



ANTENNA ELEVATION (2 / C-2)
SCALE: 1"=2'-0"

INSTALLATION NOTES

1. MOUNT TO BE INSTALLED ON CLIMBING LEG. GC TO MAKE ALL EFFORTS TO NOT ENTRAP CLIMBING SAFETY SYSTEM.
2. GC TO ROUTE AND SUPPORT CABLING IN A MANNER TO PREVENT DAMAGE TO CABLING DUE TO COMMON CLIMBING PROCEDURES

PREPARED FOR:

c spire wireless

CELLULAR SOUTH RSA, DISTRICT, INC.
1018 HIGHLAND COLONY PARKWAY, SUITE 400
RIDGELAND, MS 39157
TEL: 601-974-7350
FAX: 601-487-7139

ENGINEERING:

NEEL-SCHAFFER

SITE NUMBER:
MS-2738

SITE NAME:
PEARL RIVER COUNTY SHERIFF

SITE ADDRESS:
171 SAVANNAH MILLARD ROAD
POPLARVILLE, MS 39470

SEAL:

JEREMY SCOTT GREENE
LICENSED PROFESSIONAL ENGINEER
30573
STATE OF MISSISSIPPI
11-29-22

NOTICE TO CONSULTANTS

NEEL-SCHAFFER, INC. HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHALL NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER SHALL BE AT THE OWNER'S SOLE RISK AND THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

DRAWING INFORMATION

NS PROJECT NO.:	NS.16684	
DESIGN:	ARW	8/22
DRAWN:	JKY	8/22
CHECKED:	ARW	8/22
QA/QC:	RRA	8/22

REVISIONS

NO.	DESCRIPTION	DATE
A	PRELIMINARY	10-4-22
0	ISSUED FOR CONSTRUCTION	11-18-22

SHEET TITLE
FACILITY ELEVATION & DETAILS

SHEET NUMBER: C-2

448

03993791

Licensee Initials: _____

EXHIBIT B
Easement Survey

MS2738 LEASE AREA
A parcel of land containing 70.0 square feet, more or less, being situated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 4 South, Range 16 West, Pearl River County, Mississippi and being more particularly described as follows:
COMMENCE at a found concrete right-of-way marker (SPC-MS EAST N:445,284.61 E:749,887.03) on the North right-of-way line of Savannah-Millard Road at 40 feet left of Station 235+00 per State Aid Project Number SAP55 (28), being 211 feet, more or less, West of and 334 feet, more or less, North of the Southeast Corner of Section 3, Township 4 South, Range 16 West, Pearl River County, Mississippi; thence run West for a distance of 704.64 feet to a point; thence run North for a distance of 747.56 feet to a set 1/2 inch iron rod (SPC-MS EAST N:446,032.16 E:749,182.40) for a POINT OF BEGINNING for the herein described Lease Area;
Thence run North 13 degrees 59 minutes 17 seconds East for a distance of 12.00 feet to a set 1/2 inch iron rod;
Thence run South 76 degrees 00 minutes 43 seconds East for a distance of 5.00 feet to a set 1/2 inch iron rod;
Thence run South 13 degrees 59 minutes 17 seconds West for a distance of 7.00 feet to a set 1/2 inch iron rod;
Thence run South 76 degrees 00 minutes 43 seconds East for a distance of 2.00 feet to a set 1/2 inch iron rod;
Thence run South 13 degrees 59 minutes 17 seconds West for a distance of 5.00 feet to a set 1/2 inch iron rod;
Thence run North 76 degrees 00 minutes 43 seconds West for a distance of 7.00 feet back to the POINT OF BEGINNING.
5' WIDE UTILITY EASEMENT
A parcel of land containing 89.3 square feet, more or less, being situated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 4 South, Range 16 West, Pearl River County, Mississippi and being more particularly described as being and being 2.50 feet each side of the following centerline description:
COMMENCE at a found concrete right-of-way marker (SPC-MS EAST N:445,284.61 E:749,887.03) on the North right-of-way line of Savannah-Millard Road at 40 feet left of Station 235+00 per State Aid Project Number SAP55 (28), being 211 feet, more or less, West of and 334 feet, more or less, North of the Southeast Corner of Section 3, Township 4 South, Range 16 West, Pearl River County, Mississippi; thence run West for a distance of 704.64 feet to a point; thence run North for a distance of 747.56 feet to a set 1/2 inch iron rod (SPC-MS EAST N:446,032.16 E:749,182.40); thence run North 76 degrees 00 minutes 32 seconds West for a distance of 4.58 feet to the a POINT OF BEGINNING (SPC-MS EAST N:446,033.27 E:749,177.96) for the herein described Easement;
Thence run South 14 degrees 13 minutes 05 seconds West for a distance of 17.86 feet to the POINT OF TERMINUS.
5' WIDE ELECTRIC EASEMENT
A parcel of land containing 420.0 square feet, more or less, being situated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 4 South, Range 16 West, Pearl River

County, Mississippi and being more particularly described as being and being 2.50 feet each side of the following centerline description:
COMMENCE at a found concrete right-of-way marker (SPC-MS EAST N:445,284.61 E:749,887.03) on the North right-of-way line of Savannah-Millard Road at 40 feet left of Station 235+00 per State Aid Project Number SAP55 (28), being 211 feet, more or less, West of and 334 feet, more or less, North of the Southeast Corner of Section 3, Township 4 South, Range 16 West, Pearl River County, Mississippi; thence run West for a distance of 704.64 feet to a point; thence run North for a distance of 747.56 feet to a set 1/2 inch iron rod (SPC-MS EAST N:446,032.16 E:749,182.40); thence run North 13 degrees 59 minutes 17 seconds East for a distance of 12.00 feet to a set 1/2 inch iron rod; thence run North 76 degrees 00 minutes 32 seconds West for a distance of 3.31 feet to the a POINT OF BEGINNING (SPC-MS EAST N:446,044.60 E:749,182.09) for the herein described Easement;
Thence run North 26 degrees 51 minutes 05 seconds West for a distance of 83.88 feet to the POINT OF TERMINUS.
VARIABLE WIDTH ACCESS EASEMENT
A parcel of land containing 420.0 square feet, more or less, being situated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 4 South, Range 16 West, Pearl River County, Mississippi and being more particularly described as being and being each side of the following centerline description:
COMMENCE at a found concrete right-of-way marker (SPC-MS EAST N:445,284.61 E:749,887.03) on the North right-of-way line of Savannah-Millard Road at 40 feet left of Station 235+00 per State Aid Project Number SAP55 (28), being 211 feet, more or less, West of and 334 feet, more or less, North of the Southeast Corner of Section 3, Township 4 South, Range 16 West, Pearl River County, Mississippi; thence run West for a distance of 704.64 feet to a point; thence run North for a distance of 747.56 feet to a set 1/2 inch iron rod (SPC-MS EAST N:446,032.16 E:749,182.40); thence run North 13 degrees 59 minutes 17 seconds East for a distance of 6.00 feet to the a POINT OF BEGINNING (SPC-MS EAST N:446,037.98 E:749,183.85) for the herein described Easement with a beginning width of 12 feet (6 feet each side of the following centerline description);
Thence run North 76 degrees 00 minutes 32 seconds West for a distance of 17.53 feet to a point;
Thence, widening to a 15 feet wide easement for the remainder of the following centerline description, run South 10 degrees 48 minutes 43 seconds West for a distance of 45.92 feet to a point;
Thence run South 19 degrees 33 minutes 07 seconds West for a distance of 56.10 feet to the point of curvature of a simple circular curve having a radius of 25.00 feet;
Thence run along said curve, to the left, in a Southeasterly direction for a distance of 41.79 feet (chord bearing South 28 degrees 19 minutes 58 seconds East, chord distance 37.09 feet) to a point of tangency;
Thence run South 76 degrees 13 minutes 03 seconds East for a distance of 43.80 feet to the point of curvature of a simple circular curve having a radius of 70.00 feet;
Thence run along said curve, to the right, in a Southeasterly direction for a distance of 106.67 feet (chord bearing South 32 degrees 33 minutes 45 seconds East, chord distance 96.64 feet) to a point of tangency;
Thence run South 11 degrees 05 minutes 33 seconds West for a distance of 147.27 feet to the point of curvature of a simple circular curve having a radius of 60.00 feet;

Thence run along said curve, to the right, in a Southwesterly direction for a distance of 91.05 feet (chord bearing South 54 degrees 34 minutes 03 seconds West, chord distance 82.56 feet) to the point of compound curvature with a second simple circular curve having a radius of 150.00 feet;
Thence run along said second curve, to the left, in a Southwesterly direction for a distance of 225.46 feet (chord bearing South 54 degrees 58 minutes 56 seconds West, chord distance 204.83 feet) to a point of tangency;
Thence run South 11 degrees 55 minutes 19 seconds West for a distance of 63.97 feet to a set mag nail on the North right-of-way of Savannah-Millard Road for a POINT OF TERMINUS.

Basis of Bearing is Grid North

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

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

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

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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 1, 2023

Board of Supervisors,

Please consider the attached equipment from the Fair Grounds as surplus and authorize to sell by accepting seal bids for the various equipment.

Thanks,

Adrain

Adrain Lumpkin

453

From: Derek Perry
Sent: Thursday, January 26, 2023 11:44 AM
To: Adrain Lumpkin
Subject: Arena Stuff to Auction

3 Left and 3 Right Bucking Chutes
1 Blue Priefert Roping Chute
1 Blue Priefert 6 ft Lead Up
1 Green Roping Chute
1 Green 6 ft Lead Up
1 Green 9 ft Lead Up
2 Green 4 ft Lead Up Panels

Derek Perry
601-813-7878

454

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 12th day of January, 2023 by and between the LESSOR,

PEARL RIVER COUNTY SCHOOL DISTRICT
7441 HWY 11
CARRIERE, MS 39426
(601) 798-7744 1028

and LESSEE,

RAY PENDLETON, GWEN PENDLETON
213 SALEM RD
PICAYUNE MS 39466
(985) 640-7987

INDEXING INSTRUCTIONS:

WITNESSETH: 455

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 12th day of January , 2023 , and terminating on the 11th day of January , 2048 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 16th 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 January 12, 2048, 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 Eighty dollars ($ 1080.00). 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. 456

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 annualrate 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. Invalidation 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:

RAY PENDLETON, GWEN PENDLETON
213 SALEM RD
PICAYUNE MS 39466
(985) 640-7987

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.

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IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the _____ day of _____, 2___.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

PEARL RIVER COUNTY SCHOOL DISTRICT

Superintendent: JOHN SHOWS

Board President: JERRY FRAZIER

APPROVED:

Pearl River
County Board of Supervisors

President:

Michael Watson
Secretary of State:
Michael Watson

LESSEE:

Gwen Pendleton
Printed Name: Gwen Pendleton

LESSEE:

Ray Pendleton
Printed Name: Ray Pendleton

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 JOHN SHOWS, 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: Sherri Quarterman
(Notary Public)
My Commission Expires: June 11, 2026

STATE OF MISSISSIPPI NOTARY PUBLIC SHERRI QUARTERMAN ID # 109238 My Commission Expires June 11, 2026 PEARL RIVER COUNTY

(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 6th day of Feb, 2023, 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: MELINDA BOWMAN
(Notary Public)
My Commission Expires: _____

(Affix official seal, if applicable)

CHANCERY CLERK PEARL RIVER COUNTY, MISS.

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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 27 day of January, 2023 within my jurisdiction, the within named Ray & Gwen Pendleton, who acknowledged that he / she executed the above and foregoing instrument.

Teresa Quave

Printed Name: Teresa Quave
(Notary Public)
My Commission Expires: 8-23-2023

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99984 TERESA QUAVE Commission Expires Aug. 23, 2023 PEARL RIVER COUNTY

(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 _____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged that he / she executed the above and foregoing instrument.

Printed Name: _____
(Notary Public)
My Commission Expires: _____

(Affix official seal, if applicable)

Lessee - Corporate

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

A 1.76 ACRE PARCEL OF LAND BEING PART OF THE SE1/4 OF THE SE1/4 OF SECTION 16; TOWNSHIP 6 SOUTH, RANGE 16 WEST, PEARL RIVER COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: 1.42 acre parcel: Commencing at a capped iron pin at the SW corner of the SE 1/4 of the SE 1/4; thence run North 0°37'19 East for 96.53' to a capped iron pin for the Point of Beginning; thence run North 0°37'19 East for 308.40' to a metal pipe; thence North 0°45'02 East for 56.45' to a capped iron pin; thence run South 88°47'22 East for 181.75' to a capped iron pin on the Western right-of-way of Salem Road; thence run South 4°20'56 West along said right-of-way for 364.73' to a capped iron pin; thence run North 89°01'25 West for 158.16' back to the Point of Beginning; said parcel contains 1.42 acres more or less. And 0.34 acre parcel: COMMENCING AT A CAPPED IRON PIN AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4, FOR THE POINT OF BEGINNING; THENCE RUN N0°37'19E FOR 96.53' TO A CAPPED IRON PIN; THENCE RUN S89°01'25E FOR 158.16' TO A CAPPED IRON PIN ON THE WESTERN RIGHT-OF-WAY OF SALEM ROAD; THENCE RUN S4°20'56W ALONG SAID RIGHT-OF-WAY FOR 93.99' TO A CAPPED IRON PIN; THENCE RUN S89°57'22W FOR 152.06' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 0.34 ACRE MORE OR LESS. Totaling 1.42 + 0.34 equals 1.76 acres altogether.

EXHIBIT "B": ADDITIONAL PROVISIONS

The rental amount is due in July rather than January due to the fact that the original lease due date was in July.

SIGNATURE ADDENDUM

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 RAY PENDLETON, GWEN PENDLETON as LESSEE with a rent amount of $ 1080.00 dated 12th day of January , 2023 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.

Michael Watson

Secretary of State:
Michael Watson

Adrain Lumpkin

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From: Joshua Stiglet
Sent: Thursday, February 2, 2023 1:37 PM
To: Adrain Lumpkin
Subject: New Office Administrator

Adrain,

I would like to hire Ashley Redden to fill the vacancy my office has. Her anticipated start date is 2/6/23.

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 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 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.

A. Legal4leo (Norman Comeaux) Training at Lenoir Rowell Criminal Justice Center on February 14-16, 2023.

B. Randy Messa and Marcus Ogden, Sr. to Polygraph Conference in Pigeon Forge, TN on March 19-24, 2023.

C. Fred Eagan, Jordan Galvin, Jason Gambrell, Artis Garcia to Intelligence - Led Proactive Policing in Biloxi, MS on March 8-9, 2023.

D. Jeffrey Luckie to Crisis Negotiation Course in Flowood, MS on March 6-10, 2023.

E. Mona Martin to 2023 NCJFCJ National Conference in Addison, TX on March 18-23, 2023.

F. Emergency Services (2) to Regional Fire Cordinators Meeting in Hancock County on February 8, 2023.

Ordered and adopted, this the 6th day of February, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudoson 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
(601) 403-2500
Fax (601) 403-2344

February 1, 2023

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 check for registration fee and reimbursement of other costs associated with the following:

What:	Legal4leo
When:	February 14 and 16, 2023
Where:	Lenoir Rowell Criminal Justice Center
Cost:	$300.00 (payable to: Norman Comeaux)

Thank you,

David Allison, Sheriff

In God We Trust

City of Picayune MISSISSIPPI

Accounts Payable Department
203 Goodyear Blvd.
Picayune, MS 39466
Ph (601) 798-9770 Fx (601) 799-5546
dthompson@picayune.ms.us

Vendor Form

Note	*Attach a copy of current privilege license if the business is located inside the city limits of Picayune. *Attach a copy of completed W-9.
Select One	☑ New ☐ Change ☐ Add/Delete — TIN or SSN 435-19-7186
Business Entity	☑ Individual / Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ LLC - C Corp ☐ LLC - S Corp ☐ LLC - Partnership ☐ Trust / Estate ☐ Non-Profit ☐ Government ☐ Other (Describe)
Business Type	☐ Sale of Commodities ☐ Medical Services ☐ Attorney Fees ☐ Rental of Property ☑ Other (Describe) Training for Law Enforcement

Business Name Norman Comeaux aka legal4leo	Website www.legal4leo.com	
Business Address 103 Woodland Hills Blvd.	Phone 504-313-1077	Fax
City Madison	State MS	Zip 39110
Remittance Address (if different from above):	Phone	Fax
City	State	Zip

Primary Contact Person Norman Comeaux	In the interest of protection for the city and its vendors, it is mandatory for vendors to have purchase authorization in the form of a Purchase Order or city credit card information BEFORE placing an order. This is the only manner by which the city can determine the purchase has been authorized by the department head and the funds have been encumbered for payment.
Title Owner	
E-mail Address norman.comeaux@yahoo.com	

I hereby certify that all information entered on this form is true and correct.

Norman Comeaux	[signature]
Print or type name	Signature
Owner	January 17, 2023
Print or type title	Date

The City of Picayune is sales tax exempt. Our Federal Tax Identification No. is 64-6000972.
To request a copy of our tax exemption letter, call (601) 799-0604 or e-mail dthompson@picayune.ms.us.

General Information

Persons or businesses interested in being added to the City of Picayune Vendors list must submit this form & a W-9 to the Purchasing/Accounts Payable Department. All sections on this form must be completed.
The city will not check addresses or telephone numbers for accuracy if mail is returned by the post office. It is the vendor's responsiblity to inform the city of any changes. This includes change of name, address or telephone number, changes in personnel listed on this application and addition or deletion of items the vendor is interested in providing. Please send any change of information requests to the Purchasing/Accounts Payable Department.

Information below this point is FOR OFFICE USE ONLY

Dept. or Person Requesting	Date Entered	Vendor No.	Initials	1099 Misc.
Police Dept				Yes / No

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PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

February 1, 2023

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 check for registration and reimbursement of costs associated with the following training.

Name:	Randy Messa	
	Marcus Ogden, Sr.	
What:	2023 Polygraph Conference	
When:	March 19 – 24, 2023	
Where:	Pigeon Forge, TN	
Cost:	$350.00 ($175.00 each)	
	Send Check to:	Tennessee Polygraph Association 513 Memorial Blvd. Suite 175 Springfield, TN 37172
Hotel:	$1,313.32	
	Send Check to:	MainStay Suites 410 Pine Mountain Road Pigeon Forge, TN 37863

Messa and Ogden will travel in county assigned unit.

Thank You,

David Allison, Sheriff

In God We Trust

475

The Tennessee Polygraph Association

Presents the 2023 Polygraph Conference

March 20-23, 2023

(Monday 11:00 am thru Thursday 12:00 pm)

MainStay Suites, Pigeon Forge, TN

410 Pine Mountain Rd. 865-428-8350

Room Rate $109.00 mention TN Polygraph Association

They are holding a limited number of rooms so register early.

This seminar will provide 30 hours of training.

Topics Include: DLC's vs. PLC's, Test Data Analysis, Inductive Interviewing, Sex Addicts and Sex Offenders, Psychology of Testing Sex Offenses, Instrumentation, The Polygraph Business, Working with Attorney's, Law Enforcement and Civilians

---

Registration Fee: $175.00 before February 28, 2023 OR,
$225.00 at the door

If you need an invoice email me @ osj515@gmail.com.

Make your checks payable to: Tennessee Polygraph Association

The TPA does not accept credit cards

Please Print or type:

Name Randy K. Messa

Address 209 Tanchelle Rd.

City: Lumberton State MS Zip 39455

Phone: 601-916-7489 E-mail rmx-74@yahoo.com

Agency / Company Pearl River County Sheriff's Office

For further information contact TPA Vice President Scott Jones at 615-766-2737 or e-mail at osj515@gmail.com.

Send your check and registration to:
Tennessee Polygraph Association
513 Memorial Blvd. Suite 175
Springfield Tn. 37172

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The Tennessee Polygraph Association

Presents the 2023 Polygraph Conference

March 20-23, 2023

(Monday 11:00 am thru Thursday 12:00 pm)

MainStay Suites, Pigeon Forge, TN

410 Pine Mountain Rd. 865-428-8350

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This seminar will provide 30 hours of training.

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---

Registration Fee: $175.00 before February 28, 2023 OR,
$225.00 at the door

If you need an invoice email me @ osj515@gmail.com.

Make your checks payable to: Tennessee Polygraph Association

The TPA does not accept credit cards

Please Print or type:

Name Marc Ogden

Address 171 Savannah Millard Rd.

City: Poplarville State MS Zip 39470

Phone: 601 - 916-1969 E-mail marcogden@ymail.com

Agency / Company Pearl River County Sheriff's Office

For further information contact TPA Vice President Scott Jones at 615-766-2737 or e-mail at osj515@gmail.com.

Send your check and registration to:
Tennessee Polygraph Association
513 Memorial Blvd. Suite 175
Springfield Tn. 37172

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PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
(601) 403-2500
Fax (601) 403-2344

February 1, 2023

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 check for registration fee and reimbursement of other costs associated with the following:

Name:	Fred Eagan
	Jordan Galvin
	Jason Gambrell
	Artis Garcia
What:	Intelligence – Led Proactive Policing
When:	March 8 – 9, 2023
Where:	Golden Nugget Casino
	Biloxi, MS 39530
Cost:	FREE

All will travel in county assigned vehicles.

Thank you,

David Allison, Sheriff

In God We Trust

478

Gulf Coast
High Intensity Drug Trafficking Area
Training Alert
No Cost to Attend

Intelligence-Led Proactive Policing

Sponsored by the Gulf Coast HIDTA and Cosponsors – U.S. Department of Homeland Security / BLOC HIDTA Watch Center- U.S. Customs and Border Protection, (CBP)

WHEN: Wednesday, March 8, 2023, 8:30 – 5:00

Thursday, March 9, 2023, 8:00 – 5:00

WHERE: Golden Nugget Casino and Resort Ballroom

Address: 151 Beach Boulevard, Biloxi, MS 39530

DEADLINE FOR MAKING RESERVATIONS:

Reservations must be received by the Hotel before **February 13, 2023.**

ROOM RATES: $79.99

DESCRIPTION:

This training opportunity has three goals: 1) develop sophisticated interdiction investigative techniques. 2) Utilizing the most recent technologies, intelligence-led policing gathers and analyzes data to give officers useful intelligence. This information can be utilized to strategically place personnel and other assets for successful law enforcement actions. 3) improving investigations, pertaining to narcotics/bulk cash smuggling investigation procedures. Enrollment for the Blue Lightening Operations Center (BLOC) access will be offered. The BLOC GC HIDTA Watch Center will also provide an overview of 2022 statistics and enforcement efforts.

METHOD OF RESERVATION:

BLOC Training - Group Code: **S230329**. Attendees may make their reservations by calling 1-800-777-7568 and using the group code, **or** they may click on this link (no group code needed): Golden Nugget Biloxi

The last day to make reservations will be February 13, 2023 or until rooms run out, whichever comes first.

TRAINING:

The Gulf Coast HIDTA is proud to provide a two-day Intelligence-Led Proactive Policing class at no cost to attend.

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PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
(601) 403-2500
Fax (601) 403-2344

February 1, 2023

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 and reimbursement of other costs associated with the following:

Name:	Jeffrey Luckie
What:	Crisis Negotiation Couse
When:	March 6 – 10, 2023
Where:	Flowood Police Department Flowood, MS
Cost:	FREE

Luckie will travel in personal vehicle.

Thank you,

David Allison, Sheriff

In God We Trust

FBI JACKSON CRISIS NEGOTIATION TEAM (CNT) HOLDING A REGIONAL CRISIS NEGOTIATION COURSE IN FLOWOOD, MS.

WHAT: FBI Jackson Crisis Negotiation Team – Regional Crisis Negotiation Course. This basic course provides Law Enforcement Officers training on how to communicate and negotiate with individuals in crisis situations such as: hostage and barricade incidents, suicidal persons, mental health crisis, and SWAT Operations. Officers who successfully complete this training will receive a Certificate of Completion and can be used by Law Enforcement Agencies as Crisis Negotiators to communicate with subjects and attempt to deescalate crisis situations. This course can be very challenging; therefore, attendees should come prepared for a full week of training.

WHEN: Monday - Friday, March 06 – 10, 2023. Class will begin each day at 8:15 a.m. and run until approximately 5:00 p.m.

WHERE: Flowood Police Department, 2101 Airport Road, Suite B, Flowood, MS. The first three days of instruction will be held in a classroom setting, and the final two days will consist of scenario-based training.

WHO: The class is open to all law enforcement officers. There are no pre-requisites needed to attend this course. This course is offered regionally; therefore, priority is given to those whose department/agency are within a reasonable distance of the course's location, defined above.

HOW TO REGISTER: Send an email to SA Tim Studer at tstuder@fbi.gov. For each attendee submitted, please include the name, department/agency, email address, and telephone number. The deadline to submit names for consideration is Friday, **February 16, 2023**.

COST: The course is offered at **no cost**. This course is held regionally to avoid/limit travel expenses; however, if attendee's require lodging, meals, or other expenses, their respective agency would be responsible for those expenses.

ATTIRE: The attire is casual, but no t-shirts or shorts. Officers do not need to wear their uniforms. Officers should consider comfortable footwear for the scenario-based training on Thursday and Friday. The scenario-based training could take place inside or outside, so attendees should dress appropriately.

TOBACCO & ELECTRONICS: We realize that attendees must be available to communicate with their respective Agencies during the training; however, we ask that attendees limit activity on cell phones during training. There will be numerous breaks that will allow students to check messages and return emails, phone calls, and text messages. Any tobacco use is to be limited to any of the breaks and is not permitted during any scenarios or training.

WEAPONS: All attendees are instructed to secure their weapons in their vehicles during this course.

TRAINING CREDIT: Attendees can receive 40 hours of continued education credit with the Mississippi Department of Standards and Training.

DISCLAIMER: SLOTS ARE LIMITED AND DEMAND FOR THIS COURSE IS VERY HIGH. THE FBI STRIVES TO PROVIDE THIS TRAINING OPPORTUNITY TO AS MANY AGENCIES AS POSSIBLE; THEREFORE, NO SUBMITTED NAME IS GUARANTEED A SLOT IN THE COURSE, AND NO AGENCY IS GUARANTEED TO RECEIVE MULTIPLE SLOTS.

Those selected to attend will receive a separate email congratulating them on their selection, as well as providing additional direction as the course dates get closer.

If you have any questions, feel free to reach out to me. Please forward to anyone else in your department or other agencies that might have individuals interested in attending.

We thank Flowood Police Department for hosting us and allowing us to use their facilities

Thank you for your interest.

SA Timothy J. Studer
FBI Jackson Field Office
Crisis Negotiation Coordinator
(601) 713-7540 office
(601) 383-5171 cell
tstuder@fbi.gov

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STATE *of* MISSISSIPPI

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

January 19, 2023

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

Please acknowledge upon the minutes the following matters concerning the County/Youth Court Department.

In and for your consideration, approval of Registration, membership fees, lodging, airfare, travel, meals, and incidentals associated with the following travel:

Name: Mona Martin

What: 2023 NCJFCJ National Conference on Juvenile Justice

When: March 18-23, 2023

Where: Renaissance Dallas Addison Hotel
1521 Dallas Parkway
Addison, Texas 75001-4609

Thank you,

Richelle Lumpkin,
Pearl River County Court Judge

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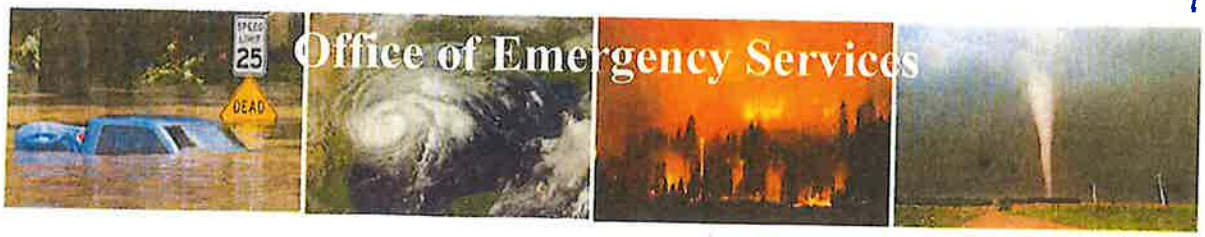

February 6th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: Travel – Regional Fire Coordinators Meeting- Hancock County

The Office of Emergency Services requests the Board of Supervisors authorize two (2) personnel to the Regional Fire Coordinators Meeting (required) in Hancock County February 8th.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services

810 Highway 11 South
Poplarville, MS 39470

Phone: (601) 795-3058
Fax: (601) 795-3074

Minute Book Text Detail
Book 0230 Page 484 ROAD DEPARTMENT'S AGENDA ITEMS
Date 2/ 6/2023

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEM

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Road Department's Agenda Item.

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 Road Department's Agenda Item as listed with attachment:

A. Approve request for payment to John Deere for Service Invoice #W00625 in the amount of $1,135.37.

Ordered and adopted, this the 6th day of February, 2023.

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

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MEMO

PEARL RIVER COUNTY ROAD DEPARTMENT

To:	Board of Supervisors
From:	Anissa Jones-Davis
CC:	
Date:	01/30/2023
Re:	Invoice Payment

COMMENTS: Requesting that the board approve payment to John Deere for service invoice #W00625 dated 09/06/2022. This particular invoice was inadvertently missed when they were being paid as AgUp. The company has changed names and is now John Deere.

1726 S. Main St. • Poplarville, MS 39470
www.AgUp.com • Info@AgUp.com
601.463.5070

Scan To Order Parts & Sign Up For Your FREE My-AGUP Account Today!

Ship to:	IN STORE PICKUP
Invoice to:	PEARL RIVER COUNTY P. O. BOX 569 POPLARVILLE MS 39470

Branch: POPLARVILLE	*REPRINT*	
Date: 09/06/22	Time: 21:20:41 (B)	Page: 01
Account No: PEARL003	Phone No: 6014032300	Inv No: W00625
Ship Via:	Purchase Order: HDH	
Tax ID No:		
		Salesperson: HDH

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
N105990	TRACTOR 6105D CAB	X	1P06105DPE0060072	09/29/16	2000
511941	6105D		PE4045R086477		

SEGMENT# 1 C H3936 N/A 07/26/22 07/28/22

Derating power

COMPLAINT:

Tractor is derating power.

CAUSE:

Bad egr temperature sensor

CORRECTION:

1 The tractor has stored codes no active code ran tractor for and hour to see will the code come back but it did not the dyno is on it way.

Hooked dyno up to tractor and got a code ECU 000412.15 EGR TEMPERATURE SIGNAL SLIGHTLY HIGH

MADE A DTAC CASE NUMBER IS 2086622 CHECKED WHAT HE PREFERED FOUND THAT MY EGR TEMPERATUREINPUT VOLTAGE WAS OUT OF RANGE IT IS 4.8 VOLTAGE . THE VOLTAGE SHOULD BE BETWEEN 2.3 AND 2.7 VOLTS.

Replaced the EGR temperature sensor part number RE546613 running tractor for a hour

ADDITIONAL DESCRIPTION:

Contact

Dudley Rust @ 601-463-0442

Scott shop forman @ 601-795-3416

Tractor is derating power.

Hattiesburg worked on this tractor on 7/20/22

I have the work order in my office and cab of tractor.

FRT	FREIGHT	1	4.00	4.00
RE546613	Temperature Sen	1 N	156.37	156.37
	www.AgUp.com		PARTS	160.37
			LABOR	975.00

CONTINUED ON PAGE 02

Received By: _____

Thank You for Your Business!

Terms: Payment Due Upon Receipt of Statement. All accounts not paid in full by the due date are subject to a FINANCE CHARGE up to the Lesser of 18% Per Annum or the maximum amount allowed by state law. Minimum finance charge is $0.00.

Returns: All Parts Returns must be returned within 30 days from invoice date in New, Saleable condition, and in the unopened original packaging. RETURNABLE Parts are subject to a minimum 15% Restocking fee. All electrical parts, paints, chemicals, and special ordered items are Non-Returnable.

Disclaimer of Warranties: Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and the seller neither assumes nor authorized any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. Title to all items remains with AGUP Equipment Company until Purchase Price, Interest, and any other charges are fully paid.

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1726 S. Main St. • Poplarville, MS 39470
www.AgUp.com • info@AgUp.com
601.463.6070

Scan To Order Parts & Sign Up For Your FREE My-AGUP Account Today!

Ship to: IN STORE PICKUP

Invoice to: PEARL RIVER COUNTY
P. O. BOX 569
POPLARVILLE MS 39470

Branch: POPLARVILLE		
Date: 09/06/22	Time: 21:20:41 (B)	Page: 02
Account No: PEARL003	Phone No: 6014032300	Inv No: W00625
Ship Via:	Purchase Order: HDH	
Tax ID No:		
		Salesperson: HDH

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS	
N105990	TRACTOR 6105D CAB	X	1P06105DPE0060072	09/29/16	2000	
511941	6105D		PE4045R086477			
10404				SEGMENT TOTAL==>		1135.37

****** WORK ORDER TOTALS ******

PARTS	160.37
LABOR	975.00
TOTAL JDF MULTI-USE:	1135.37

588945 0992

PLEASE REMIT PAYMENT TO JOHN DEERE FINANCIAL MULTI-USE.

Please Remit Payment To:
John Deere Financial
PO Box 650215
Dallas, TX 75265-0215

www.AgUp.com

Received By: _____

Thank You for Your Business!

Terms: Payment Due Upon Receipt of Statement. All accounts not paid in full by the due date are subject to a FINANCE CHARGE up to the Lesser of 18% Per Annum or the maximum amount allowed by state law. Minimum finance charge is $0.50.

Returns: All Parts Returns must be returned within 30 days from invoice date in New, Saleable condition, and in the unopened original packaging. RETURNABLE Parts are subject to a minimum 15% Restocking fee. All electrical parts, paints, chemicals, and special ordered items are Non-Returnable.

Disclaimer of Warranties: Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and the seller neither assumes nor authorized any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. Title to all items remains with AGUP Equipment Company until Purchase Price, Interest, and any other charges are fully paid.

Minute Book Text Detail
Book 0230 Page 488 QUOTES TO PURCHASE (2) TACOMA TRUCKS
Date 2/ 6/2023

ORDER TO ACCEPT QUOTES AND AUTHORIZE PURCHASE OF TWO (2) 2023 TOYOTA TACOMA 4D 4WD DOUBLE CAB FROM NORTHSHORE TOYOTA/COVINGTON

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to purchase two (2) Toyota Tacoma Trucks.

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 accept attached quotes and authorize purchase of two (2) Toyota Tacoma 4D 4WD Double Cab V6 SR Trucks from Northshore Toyota/ Covington in the amount of $40,155.00 each, the best and lowest quote.

Ordered and adopted, this the 6th day of February, 2023.

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

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NORTHSHORE TOYOTA | Covington

68500 Highway 190 Service Road Covington LA 70433

Date 2/6/2023

Salesperson Paul Nathan

Name	Kolby Davis		
Address			
City	Poplarville	State	MS
County	PEARL RIVER	Zip	39470
Home		Bus Phone	
Cell Phone	(601) 916-5727		
Email	codeofficialprc@gmail.com		

*Added Equipment

☑ New ☐ Demo ☐ Rental Unit ☐ Used

Year	2023	Make	TOYOTA	Stock	
Model	TACOMA	Body	4D 4WD DOUBLE CAB V6 SR		
Color		Top		Trim	SR-TSS
VIN	3TYCZ5AN6PT130712	Miles	0		

TRADE IN (1)	
Year Make	
Model	
VIN	
Miles	
Stock	
TRADE IN (2)	
Year Make	
Model	
VIN	
Miles	
Stock	
Allowance	
Rebate	$0 00
Cash Due	$0 00
Deposit	$0 00
TOTAL CREDITS	$0 00

PURCHASE	
Market Value	$39,509 00
Price	$39,509 00
Added Equip*	$0 00
SUBTOTAL	$39,509 00
Sales Tax	$0 00
Non Tax Fees	$646 00
TOTAL CASH PRICE	$40,155 00
Total Credits	($0 00)
TRADE-IN PAYOFF	$0 00
BALANCE DUE	$40,155 00

Customer

Sales Manager

490

TOYOTA OF SLIDELL

Date: 02/06/2023 6:38 PM
Salesperson: Dana Clark
Manager: David Macaluso

FOR INTERNAL USE ONLY

BUSINESS NAME Pearl River County
Home Phone:
CONTACT

Address : PICAYUNE, MS 39466
PEARL RIVER CO
Work Phone:
Cell Phone: (601) 916-5727
E-Mail :

VEHICLE
Stock # :
New / Used : New
VIN :
Mileage : 0
Vehicle : 2023 Toyota Tacoma
Color :
Type : SR V6 (A6) 4x4 TSS

TRADE IN
Payoff :
VIN :
Mileage :
Vehicle :
Color :
Type :

Selling Price	40,662.00
	40,662.00
Total Purchase	
Trade Allowance	
Trade Difference	
Title	150.25
Doc Fee	425.00
Trade Payoff	
Cash Deposit	
Balance	41,237.25

Customer Approval:
Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Minute Book Text Detail
Book 0230 Page 491 ECONOMIC DEVELOPMENT'S AGENDA ITEMS
Date 2/ 6/2023

ORDER TO APPROVE ECONOMIC DEVELOPMENT'S AGENDA ITEMS

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

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 Economic Development's Agenda Items as listed with attachments:

A. Approve costshare of $15,000 to PRCEDD for feasibility study for Multipurpose and Convention Center.

B. Approve to authorize Board Attorney to prepare all necessary documents and President of the Board to execute all necessary documents to sell the 1.16 acres behind Rameys for a Medical Clinic. (See attachments)

Ordered and adopted, this the 6th day of February, 2023.

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

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PRCEDD

PEARL RIVER COUNTY ECONOMIC DEVELOPMENT DISTRICT

January 30, 2023

Pearl River County Board of Supervisors,

This letter is to request financial assistance with the costs associated with the retainer for the feasibility study for the Pearl River County Multipurpose and Emergency Operations Center. I believe HVS Convention, Sports & Entertainment Facilities Consulting ("HVS") will do an incredible job on the proposed feasibility study. Included with this written request is the proposal from HVS for the project. Once approved by the Pearl River County Board of Supervisors, I will execute the attached proposal and request they begin work on the feasibility study immediately.

Sincerely,

Lindsay Ward
Economic Development Director

POST OFFICE BOX 730 | POPLARVILLE, MISSISSIPPI 39470
TELEPHONE (601) 749-7780 | www.prcedd.com

HVS
Convention, Sports & Entertainment
Facilities Consulting
Chicago, Illinois

493

1035 Keystone Ave.
River Forest, IL 60305
+1 312-587-9900
+1 312-488-3631 FAX
www.hvs.com

January 10, 2023

Lindsay Ward, Economic Development Director
Pearl River County
P.O. Box 730
Poplarville, MS 39470
601-749-7710
lward@pearlrivercounty.net

Re: Feasibility Study

Dear Ms. Ward,

HVS Convention, Sports & Entertainment Facilities Consulting ("HVS") is pleased to present this proposal to provide a Feasibility Study of a convention center and multipurpose arena venue in Pearl River County, Mississippi.

Pearl River County seeks an independent consultant to provide an analysis of a proposal convention center and multipurpose event center at the corner of Hwy 11 and Hwy 26 in Poplarville, Mississippi. This study will look to determine the appropriate type and size of facilities to meet any identified gaps in current venue offerings to meet current and potential demand in the region. Any recommended venue should not only serve residents but attract events and increase visitors to the market. The analysis will assess the market, determine the potential demand for a variety of events, review the appropriate building program for both the convention center and arena, and provide event and attendance demand for both venues. Once the type, size, and demand of the venue is determined, the HVS will provide financial proformas for the proposed venues and assess the economic impact of the proposed development. Our study will not include analysis of the emergency operations center. This analysis will be used for planning purposes.

Our consulting process is distinguished from our competitors by our continuous engagement with our clients and project stakeholders. We promise to keep you informed of our progress, to collaborate on each task, and to efficiently remove obstacles to progress through weekly updates and daily interactions if necessary.

On behalf of our team, we are excited about this important project, and we look forward to hearing from you.

Sincerely yours,

Thomas Hazinski

Thomas Hazinski, Managing Director
HVS Convention, Sports & Entertainment Facilities Consulting
thazinski@hvs.com

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Table of Contents

Feasibility Study Proposal

We have organized our response in the following sections.

1. Firm Overview
2. Scope of Work
3. Schedule and Costs
4. Authorization

1. Firm Overview

HVS Firm History

Since 1980, HVS, the leading global hospitality consulting organization, has provided financial and valuation consulting services for over 35,000 assignments throughout the world for nearly every major industry participant. Our professional staff of more than 500 industry specialists offers a wide range of services, including market feasibility studies, valuations, strategic analyses, impact studies, advisory and development planning, and litigation support. With over 35 offices, we offer one of the most comprehensive knowledge bases in the industry. Last year alone, HVS completed more than 4,500 feasibility studies, appraisals, and consulting engagements. HVS is respected worldwide by developers, underwriters, operators, and investors. We operate independently as consultants and have no ownership in any venues.

By engaging HVS for this assignment, you will benefit from access to some of the most experienced hospitality consultants in the industry and the industry's most comprehensive databases. Our reputation among investors, bankers, rating agencies, developers, and public officials is extremely important to us and ensures that we pay close attention to each engagement we accept. HVS offer a wide range of skills and experience in the analysis of a variety of land uses including hotels, convention and conference centers, civic and event centers, water parks, entertainment and arts centers, sports facilities, restaurants, casinos, and other land uses related to hospitality and tourism.

HVS Convention, Sports & Entertainment Facilities Consulting

Since 2001, HVS has served public and private owners of convention, sports, and entertainment facilities. We have completed hundreds of assignments throughout the world analyzing the feasibility of convention and conference facilities, event and performing arts centers, hotels, water parks, mixed-use hospitality developments, civic centers, sports facilities, tourism attractions, and other public assembly facilities. We serve owners through the life cycle of public facilities ownership from the project inception and throughout their operation and ongoing improvement.

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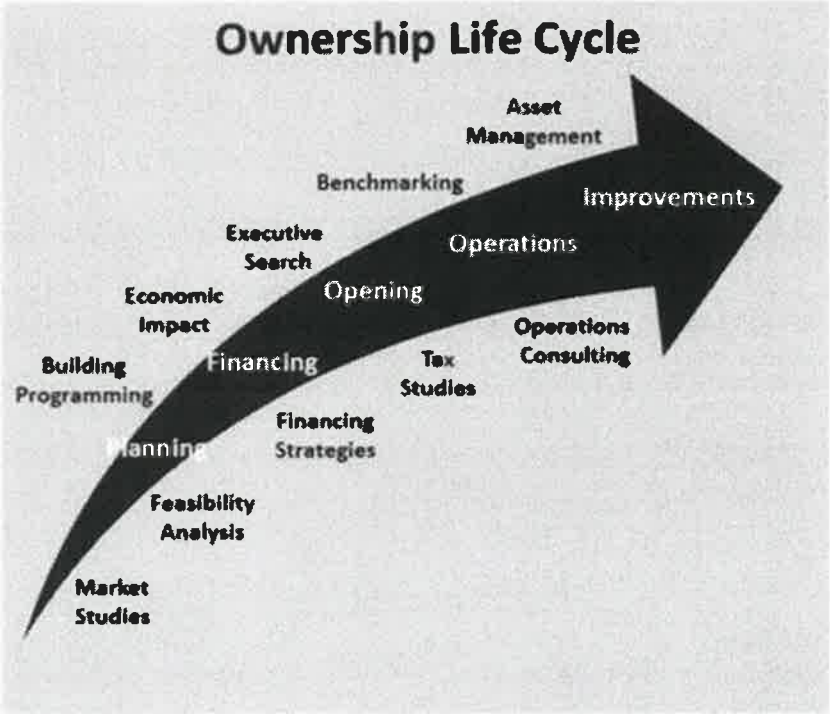

We have performed numerous market, operational, feasibility, and economic impact studies of public assembly projects. Our studies often appear in municipal bond offering statements, and our staff has presented these studies to rating agencies, bond insurers, and investors. As a global hospitality consulting firm, HVS has many resources at its disposal that our competitors lack.

Objective Advice to the Public Sector

HVS prides itself on providing public sector clients with independent and objective analysis that promotes efficient and equitable use of public resources. If projects are infeasible, we recommend against them and suggest alternatives that are more likely to be successful. When considering public-private partnerships we seek to minimize the level of public investment and mitigate financial risks.

2. Scope of Work

Approach to the Scope of Services

We designed our scope of services to meet your goals and allow us to provide our findings and recommendations according to schedule. HVS will provide the scope outlined below for both venues separately: the convention center and the multipurpose arena. Separate operating models will be provided, and the findings will be combined into one narrative report.

The figure below summarizes the tasks involved in our proposed scope of services.

SUMMARY OF THE SCOPE OF SERVICES

Task	Description
1	Project Orientation and Fieldwork
2	Market Assessment
3	Interviews
4	Comparable and Competitive Facilities
5	Demand and Attendance Projections
6	Building Program Review
7	Interim Finding Conference Call
8	Financial Projections
9	Feasibility Analysis
10	Economic and Fiscal Impact Analysis
11	Reporting and Presentation

Task 1: Project Orientation and Data Gathering

HVS staff will come to Pearl River County and meet with Client representatives to discuss our study in more detail and to formulate a schedule for performing the engagement. We will gather any information from you that may assist us in performing this assignment, including data and key contacts. We will conduct interviews, collect statistical data, and investigate the market area. During our fieldwork and data gathering, HVS will:

1. Provide an information request letter and set up an interview schedule.
2. Discuss the project, establish lines of communication, and gather any information from you, which may assist us in performing this assignment.
3. Tour the potential site and surrounding area.
4. Obtain and review planning materials and previous studies and reports relevant to this project.
5. Gather relevant statistical data including:

a. economic and demographic trends—population, workforce characteristic, employment levels, income, major business and industry, and other relevant indicators of economic growth or decline

b. project site considerations

c. transportation access—air service, highway access, and public transit

d. tourism attractions and visitation

e. lodging market—existing and new supply, occupancy, room rates, demand sources, and seasonality of demand

f. comparable and competitive sports venue supply and demand

g. expense factors such a labor, food and beverage costs, energy rates, assessed values and taxes

Task 2: Market Assessment

HVS will evaluate the market area conditions and recent trends in the local economy, which are critical to understanding the potential for a proposed new convention center and arena complex. HVS will assess key market variables and economic data for Pearl River County, culminating in an analysis of the following:

- Local area economic trends
- Demographic and economic characteristics
- Work force characteristics
- Projected economic growth
- Business climate
- Corporate and institutional presence
- Dining, cultural and entertainment offerings
- Hotel supply
- Leisure and tourism industry statistics
- Proposed development initiatives
- Transportation and air access statistics

The resident population surrounding a facility is an important indicator of demand potential for all types of usage. Drive times, access to transit, and overall accessibility of a venue are good indicators of potential patronage. The success of an event and multipurpose facility lies in its ability to appeal to a broad cross-section of the marketplace. A market's age distribution can be a decisive factor in determining potential event demand and provide insight into the types of events and programs that the market will support. HVS will assess the economic and demographic characteristics of the local population in terms of these factors.

The tourist or visitor market may be a vital component of the audience for the proposed development. HVS will gather data and assess the extent to which the proposed venue will capture visitors in various market segments.

Task 3: Interviews

HVS will interview the following key informants to acquire the necessary information about facility impressions and demand potential: HVS will conduct a maximum of 20 interviews Client assistance in identifying a list of individuals to interview would be most helpful.

- Local Officials—HVS will interview local officials and business leaders to discuss the project and gather information on the market. These may include City/County officials, regional economic development and tourism officials, representative of the local hospitality industry representatives, and other as identified.
- Meeting and Event Planners—HVS will identify and contact meeting planners that are active in the market and region to solicit their views on the proposed facility. These interviews will help to identify which similar facilities, if any, currently serve demand for meeting and events in the market.
- Event Promoters—HVS will identify and contact entertainment and event promoters that are active in the market and region to solicit their views on the proposed facility. These interviews will help to identify which similar facilities, if any, currently serve demand for sports events in the market.
- Tournament Organizers—HVS will identify and contact tournament organizers (local, regional, national) that are active in certain sports markets to solicit their views on using the proposed facility.
- Local Demand Sources—HVS will interview appropriate groups in the local and regional community that could utilize the facility for various activities such as youth and amateur sports, tournaments, universities, and other activities. These groups may include local youth and adult leagues, local and regional teams, and university representatives

Task 4: Comparable and Competitive Facilities

HVS will analyze competitive and comparable convention and arena facilities, including regionally, statewide, and on a national level. HVS will analyze the number, size, and quality of comparable and competitive facilities in the market area. Facility attributes to be compared include:

- Facility size, flexibility, offerings, and overall quality,
- If available, levels of event demand by event type,
- Marketing budgets and resources,
- Surrounding complementary developments,
- Expansion plans, and
- If available, the revenue and expenses of competitive facilities.

Data on the physical characteristics, event demand, and financial operations of these facilities may provide models for a proposed new convention center and arena complex in Pearl River County. This information will provide us insights about facility needs, user concerns, lost business statistics, and trends in the past several years. When available, this data will serve as a key input into our thinking about current trends and future demand potential for the proposed facility in Pearl River County.

To augment data gathered from the comparable attractions, HVS will use locational data from Placer.ai or other available geo locational data sources to assess the level of visitation and capture rates of the comparable venues.

Task 5: Demand and Attendance Projections

HVS will provide separate demand estimates for the convention center and arena venues. HVS will quantify the overall user and attendee demand for the individual elements of the proposed new convention center and arena complex.

Demand projections will include the number and type of events, number of event days, number of attendees, and the amount and type of space utilized from opening to a stabilized year of operation

The demand projection will consider the likely levels of initial demand for the facilities, typical patterns of the level of utilization and the number of events and attendance during the first years of operation until stabilization.

Our demand projections will provide the basis for room night demand estimates. We will create a statistical model of the number of room night generated by events at the proposed new convention center and arena complex.

Task 6: Building Program Review

HVS will review the existing plans for the proposed new convention center and arena complex and provide recommendations based on our market research, user interviews, input from facility operators, and what we learn in our evaluation of comparable and competing facilities.

HVS will comment on the proposed facility program recommendation, including size, type, and configuration of spaces. The functionality and flexibility of these spaces are important elements in the ultimate market success of sport facilities. Consideration will be given to the configuration of spaces, overall quality of the facility, its size, and key amenities that would help it achieve a competitive advantage in the marketplace.

Task 7: Interim Findings Call

Upon completion of the above analysis, HVS provide a draft summary report and will hold a conference call with client representatives to discuss our market and demand findings and come to a consensus of the building program for the remaining analysis.

Task 8: Financial Projections

HVS will provide separate financial proformas for the convention center and arena venues.

HVS will use its proprietary software, the HVS CSE Venue Model© (the "Venue Model") to analyze facility financial operations. This software facilitates the analysis and presentation of public assembly facility demand and financial projections. The Venue Model is extremely flexible, allowing the user to specify the appropriate building program, event types and characteristics, financial parameters, and revenue and expense line items. HVS will calibrate the model to accurately reflect the operations of the proposed new convention center and arena complex. In some instances, we will use actual revenue expense experience from comparable facilities. The Venue Model separates the fixed and variable components of revenue and expenses. Variable components of expenses will be estimated based on the level of anticipated event demand or revenue. The fixed expenses such as full-time employee compensation will be projected based assumptions of staffing levels and other analysis of annually recurring expenses. HVS will produce forecasts of demand and financial operations from opening to a stabilized year of operation. The forecast of financial operations covers the same period as the demand projections.

Task 9: Feasibility Analysis

HVS will assess if the income generated by the project as well as other financing sources will be sufficient to provide an adequate debt service coverage, provide adequate return on private equity, and fund the operations of the convention center and arena complex. The cost of capital (debt and equity) and other financing parameters will consider the specific funding sources anticipated for this project as provided by the Client.

The value of the project will be compared to the project costs to determine feasibility. HVS assumes that building development cost estimates for the project will be provided by the Client architectural team.

Task 10: Economic and Fiscal Impact Analysis

The geographic location for the impact analysis will be the Pearl River County. Our analysis will estimate the new activity caused by the development of the recommended convention center and arena complex. State impacts are not included in this analysis.

HVS will use the IMPLAN input-output model to estimate indirect and induced impacts. IMPLAN is a nationally recognized model commonly used to estimate economic impacts. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll, and employment effects result from the estimated changes in the flow of income and goods caused by the projected direct impacts. IMPLAN data are available by state, county, and zip code levels.

Once the net new demand impact is known, HVS will use these estimates to calculate the associated spending. HVS will measure four types of net new spending impacts:

1. Overnight visitor spending
2. Day visitor spending

3. Exhibitor/team spending
4. Event organizer spending

Spending estimates will be based on STR Global trends report, Longwoods International visitor spending survey, Destination International survey data, Placer.AI data, and other primary research. We will adjust the survey numbers for inflation and to local market characteristics, as necessary.

HVS will estimate the following types of spending impacts in the analysis:

Direct impacts include the visitor expenditures, payroll, and employment resulting from the events and operations occurring at the recommended complex.

Indirect impacts are the supply of goods and services resulting from the initial direct facility-related spending.

Induced impacts represent the change in local consumption due to the personal spending by employees whose incomes are affected by direct and indirect spending.

Employment impacts estimate the direct, indirect, and induced jobs supported by the new venue and ongoing spending and events at the venue. IMPLAN defines employment as the number of full-time equivalent jobs.

Fiscal impacts represent the incremental tax revenue collected by the municipality associated with the net new spending related to the activity at the facility. Combining tax rate information with our spending projections, HVS will estimate the impact on a variety of state and local taxes, including sales, income, hotel, food & beverage, car rental, property, and others as applicable. The analysis will result in an estimate of new tax revenue associated with the project in inflated dollars for a stabilized year of demand.

Reporting

Before our initial fieldwork, we will provide a detailed information request letter, establish an agenda for a project kick-off meeting, and schedule all other necessary meetings. Upon completion of our study, we will submit a draft narrative report. After you have had the opportunity to review it, we will convene a conference call to discuss our findings. After our conference call, we will incorporate any agreed-upon changes and issue a final report. We will provide a fully documented narrative report, as well as a 1–2-page summary, that will explain our findings, assumptions, and recommendations. Reports will be provided electronically in PDF format.

3. Schedule and Costs

We propose an 8-week schedule, beginning from the date of our fieldwork.

We propose to perform the scope of services presented in the proposal for a fee of $49,600. A retainer of $15,000 will be due upon authorization to proceed.

In addition to the fees presented above, you agree to reimburse us for reasonable out-of-pocket expenses incurred on your behalf. We will bill expenses at cost and include all travel related expenditures for two person trips for fieldwork, the cost of all data from third-party data sources including Esri, Implan, Longwoods, Placer,ai, and Pollstar, and the production of presentation materials and reports. We do not expect expenses to exceed $6,500 for all travel ($3,400) and data $3,100).

To engage our services, please return an executed agreement. Upon authorization to proceed, a retainer is due in the amount of $15,000. After this initial payment, you will be invoiced monthly for fees based on the percentage of work completed and for the expenses incurred during the previous month. The final balance of fees and expenses is due upon receipt of the draft report. All outstanding invoices must be paid in full before delivery of report products.

Restrictions on Use of Draft Reports

Until the time that all professional fees and other charges have been paid in full, the draft report, which is provided to you as a professional courtesy, remains the intellectual property of HVS and shall not be utilized in attempting:

a) to obtain financial capital (whether debt or equity);

b) to further any litigation, mediation, or arbitration processes; or

c) to assist the client in any cause, action, or endeavor.

If HVS has not been paid in full for its outstanding professional fees and other charges, and the draft report is used in violation of this agreement, HVS will be entitled to seek injunctive relief, monetary damages, and the cost of attorney fees and collection expenses.

Rates

The following are our hourly rates for HVS staff for services requested outside our scope of services:

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HVS HOURLY RATES

Position	Hourly Rate
Managing Director	$400
Senior Director	$300
Director	$275
Senior Associate	$250
Associate	$200
Staff	$90

AUTHORIZATION

Client: Lindsay Ward, Economic Development Director, Pearl River County
Date: January 10, 2023

Your signature beneath the words "Agreed to and Accepted" signifies your agreement to employ HVS for the services described in the accompanying proposal titled "Feasibility Study".

To schedule our assignments and perform your study in accordance with our proposed schedule, we ask that you return an executed copy of this agreement as authorization to proceed with the proposed scope of work. This proposal will remain effective for 30 days from of the date at the top of this page.

Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank or a wire transfer of funds to the account of HVS Convention, Sports & Entertainment Facilities Consulting. If after completing the fieldwork phase of this assignment it becomes necessary to alter the parameters of the study, HVS will be entitled to charge an additional fee based on our current per diem rates and the time required to incorporate the necessary changes into our analysis and reports. Material changes to the scope may include changes to the property description, financing conditions, management or ownership structure, or other factors that could change the final projections. In addition to adjusting our fees, we will adjust the project schedule to reflect the time required to complete the revised scope of services.

Notwithstanding the proposed fee payment schedule, if, at any time while performing this assignment, it becomes necessary to suspend work for a period of 30 days or more, then HVS will be entitled to bill for the portion of the assignment completed up to the suspension (less any retainer paid) at its current per diem rates.

It is agreed that the liability of HVS, its employees and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff of HVS acting solely as employees and not as individuals. Any responsibility of HVS is limited to the client and use of our product by third parties shall be solely at the risk of the client and/or third parties. The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our normal assumptions and limiting conditions will be provided upon request.

Thomas Hazinski

President
HVS Convention, Sports & Entertainment Facilities Consulting

AGREED TO AND ACCEPTED: Lindsay Ward, Economic Development Director, Pearl River County

Signature: Lindsay Ward Date: February 16, 2023

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

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY 506
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

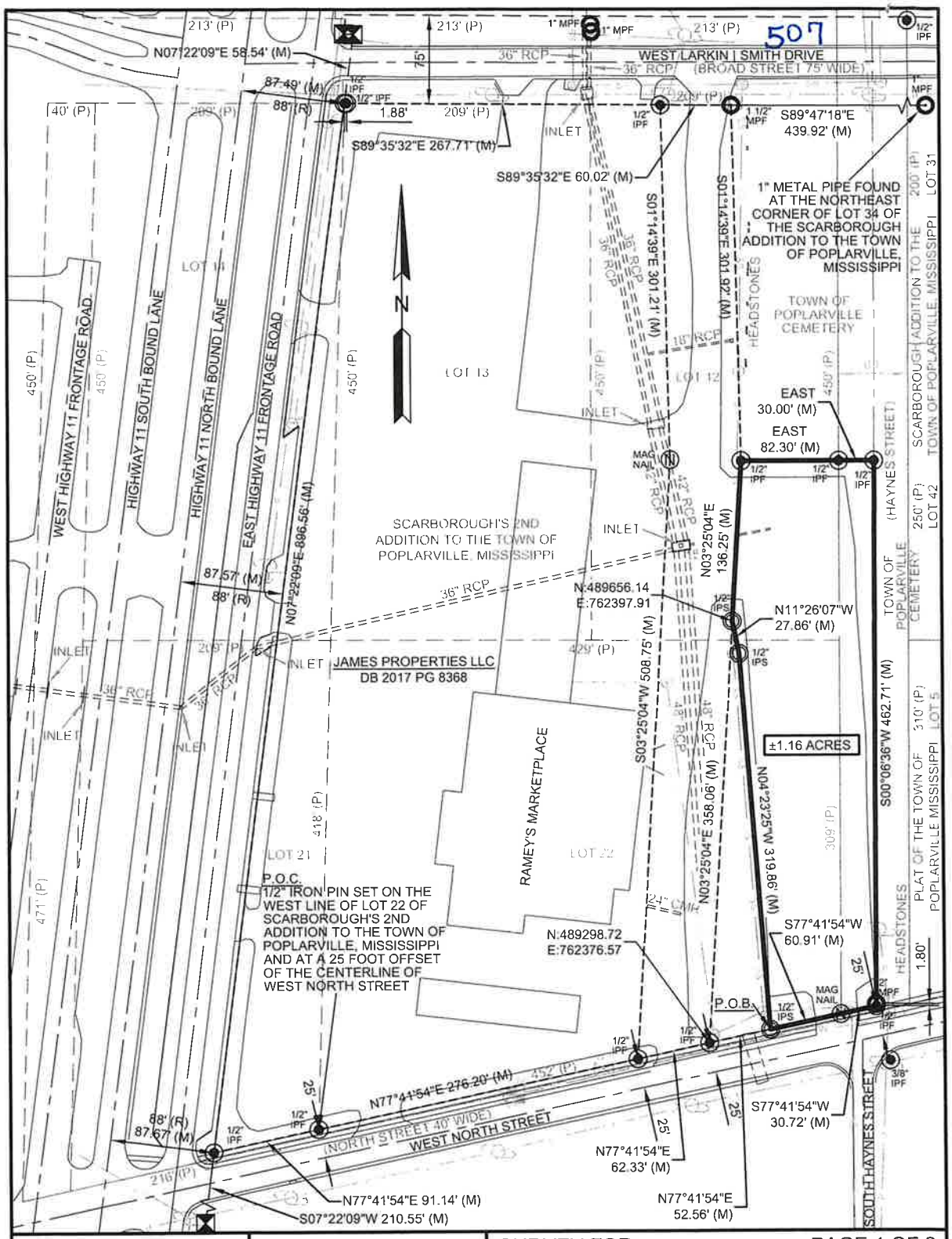
February 2, 2023

Board of Supervisors,

Please authorize the Board Attorney to prepare all necessary paperwork and the President of the Board to sign all necessary paperwork to sell the 1.16 acres behind Ramey's for a Medical Clinic. Survey is attached.

Thanks,

Adrain



DUNGAN ENGINEERING, PA

1574 Highway 98 East
Columbia, MS 39429
(T) 601-731-2600
(F) 601-736-6501

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

H. LES DUNGAN, III
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-2550
STATE OF MISSISSIPPI

1/24/23

H. LES DUNGAN III, PLS

SURVEY FOR: PAGE 1 OF 2

PEARL RIVER COUNTY
BOARD OF SUPERVISORS

PART OF LOTS 12 & 22 OF SCARBOROUGH'S 2ND ADDITION TO THE TOWN OF POPLARVILLE

PART OF THE SW 1/4 OF NW 1/4 & THE NW 1/4 OF THE SW 1/4 IN SECTION 30, T-2-S, R-15-W
PEARL RIVER COUNTY, MISSISSIPPI

* * * * *

Project No.:	Scale:	Class Survey:
1715S609	1"=100'	B
Date:	Drawn By:	Checked By:
JAN. 2023	M. WHALEY	L. DUNGAN

Drawing Name: N:\1715S609\Dwg\1715S609.dwg Layout Name: Survey Plat Date: Jan 24, 2023 - 8:48a

NOTE:

ALL BEARINGS SHOWN ON THIS PLAT ARE GRID AND ARE REFERENCED TO SET MONUMENTS SHOWN ON THE WEST LINE OF THE PARCEL. THEY ARE BASED ON THE NAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION. THE SOUTH PROPERTY LINE IS SUBJECT TO ROAD RIGHT OF WAY.

ALL DISTANCES SHOWN ON THIS PLAT ARE IN U. S. SURVEY FEET. (1' = 0.999998 U. S. SURVEY FOOT)

POB CONVERGENCE ANGLE = -0° 21' 44.62409869"
POB SCALE FACTOR = 1.000006368511

ALL UTILITIES SHOWN ON THIS PLAT ARE FROM UTILITY MARKINGS THAT WERE LOCATED AFTER A MS811 CALL. THE MS811 CALL WAS MADE ON 03/31/17 AND THE TICKET NUMBER IS 17033112360786. THE LOCATION OF EXISTING UTILITIES AND UNDERGROUND DRAINAGE INDICATED ON THIS PLAN ARE APPROXIMATE AND THOSE SHOWN ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE SITE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UTILITIES AND UNDERGROUND DRAINAGE SHOWN ON THIS PLAT

REFERENCE MATERIAL:

BOOK 132 PAGE 100, BOOK 29 PAGE 90, BOOK 2017 PAGE 8368, TAX MAPS, USGS QUADS, AERIAL PHOTOS, PLAT OF THE TOWN OF POPLARVILLE MISSISSIPPI DATED JUNE 15 1900; SCARBOROUGH ADDITION TO THE TOWN OF POPLARVILLE MISSISSIPPI DATED OCTOBER 21, 1899; PLAT OF SCARBOROUGH'S 2ND ADDITION TO THE TOWN OF POPLARVILLE MISSISSIPPI DATED SEPT 9TH, 1901; COLLEGE HIGHLANDS ADDITION TO TOWN OF POPLARVILLE DATED FEBRUARY 9TH 1927; MDOT STATE HIGHWAY PLANS FOR FEDERAL AID PROJECT NO. F1-002-1(3)

DATE OF FIELD SURVEY:

03/29/17, 04/04/17, 04/05/17, 04/11/17

SWORN CHAIN CARRIERS

N. BARRETT, B. ROBINSON, E. PRICE

FIELD BOOK

BARRETT #87 PGS 48-52

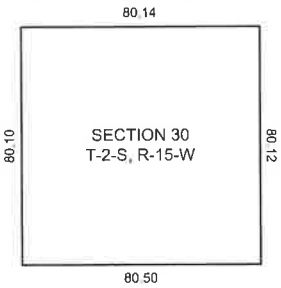
ABBREVIATIONS:

IPS:	IRON PIN SET
IPF:	IRON PIN FOUND
MPF:	METAL PIPE FOUND
(R):	RECORDED
(P):	PLATTED
(M):	MEASURED
R/W:	RIGHT OF WAY
DB:	DEED BOOK
PG:	PAGE

LEGEND

- OVERHEAD POWER LINE
- OVERHEAD POWER LINE SERVICE
- TELEPHONE LINE
- WATER LINE
- SANITARY SEWER LINE
- ROADWAY CENTERLINE
- EDGE OF PAVEMENT
- EDGE OF CONCRETE
- RIGHT OF WAY LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SUBDIVISION BOUNDARY LINE
- SUBDIVISION LOT LINE
- IRON PIN FOUND
- IRON PIN WITH PLASTIC CAP SET (1/2" X 18")
- METAL PIPE FOUND
- MAG NAIL FOUND
- POWER POLE
- RIGHT OF WAY MARKER FOUND
- FIRE HYDRANT
- SEWER MANHOLE
- TELEPHONE POLE
- WATER VALVE
- WATER METER

RECORD GLO NOTES



DESCRIPTION:
A description for a 1.16 acres, more or less, parcel of land being part of Lots 12 & 22 of Scarborough's 2nd addition to the town of Poplarville, Mississippi and being located in the SW 1/4 of NW 1/4 & the NW 1/4 of the SW 1/4 in Section 30, T-2-S, R-15-W in Pearl River County, Mississippi and being more particularly described as follows:

Commencing at a 1/2" iron pin found on the west line of lot 22 of Scarborough's 2nd addition to the Town of Poplarville, Mississippi and at a 25 foot offset of the centerline of West North Street; thence run along said 25 foot offset N77°41'54"E for a distance of 276.20 feet to a 1/2" iron pin found; thence continue along said 25 foot offset N77°41'54"E for a distance of 62.33 feet to a 1/2" iron pin found; thence continue along said 25 foot offset N77°41'54"E for a distance of 52.56 feet to a 1/2" iron pin set and the Point of Beginning; thence run N04°23'25"W for a distance of 319.86 feet to a 1/2" iron pin set; thence run N11°26'07"W for a distance of 27.86 feet to a 1/2" iron pin set; thence run N03°25'04"E for a distance of 136.25 feet to a 1/2" iron pin found; thence run East for a distance of 82.30 feet to a 1/2" iron pin found on the west line of Haynes Street of Scarborough's 2nd addition to the Town of Poplarville, Mississippi; thence continue East for a distance of 30.00 feet to a 1/2" iron pin found on the centerline of said Haynes Street; thence run along said centerline S00°06'36"W for a distance of 462.71 feet to a 1/2" iron pin found on a 25 foot offset of the centerline of West North Street; thence run along said 25 foot offset S77°41'54"W for a distance of 30.72 feet to a mag nail found; thence continue along said 25 foot offset S77°41'54"W for a distance of 60.91 feet back to the Point of Beginning.

DUNGAN
ENGINEERING, PA
1574 Highway 98 East
Columbia, MS 39429
(T) 601-731-2600
(F) 601-736-6501

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

H. LES DUNGAN, III
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-2650
STATE OF MISSISSIPPI

1/24/23
H. LES DUNGAN III, PLS

SURVEY FOR:

PEARL RIVER COUNTY
BOARD OF SUPERVISORS

PART OF LOTS 12 & 22 OF SCARBOROUGH'S 2ND ADDITION TO THE TOWN OF POPLARVILLE

PART OF THE SW 1/4 OF NW 1/4 & THE NW 1/4 OF THE SW 1/4 IN SECTION 30, T-2-S, R-15-W
PEARL RIVER COUNTY, MISSISSIPPI

* * * * *

Project No.:	Scale:	Class Survey:
1715S609		B
Date:	Drawn By:	Checked By:
JAN. 2023	M. WHALEY	L. DUNGAN

ORDER TO EXECUTE LEASE-PURCHASE AGREEMENT BETWEEN TRUSTMARK NATIONAL BANK AND PEARL RIVER COUNTY FOR THE PURCHASE OF ONE (1) NEW LEEBOY ASPHALT PAVER

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Lease-Purchase Agreement for the purchase of One (1) New LeeBoy Asphalt Paver for Road Department.

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 execute attached Lease-Purchase Agreement between Trustmark National Bank and Pearl River County for the purchase of One (1) New LeeBoy Asphalt Paver Model 8616D Serial Number 8616-367194 for Road Department.

Ordered and adopted, this the 6th day of February, 2023.

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

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D-9340-A0000003834910-F0000000000000000000-P1

Trustmark National Bank

P O Box 291
Jackson, MS 39205-0291

February 8, 2023

Pearl River County
Attn: Sandy Kane Smith, President
P. O. Box 569
Poplarville, MS 39470

Dear Sandy Kane Smith:

Please find enclosed the Lease-Purchase Agreement between **Trustmark National Bank** and **Pearl River County** for the purchase of **One (1) New LeeBoy Asphalt Paver Model 8616D Serial Number 8616-367194.** Also enclosed is a **60 month** amortization schedule.

I am listing requirements, in addition to the appropriate signatures, necessary to ensure complete execution of the document.

1. Attach equipment invoice to Exhibit A (Equipment)
2. Complete all blanks and sign Exhibit D (Certificate of Acceptance)
3. Board attorney must sign and date Exhibit E (Opinion of Counsel)
4. Complete all blanks, sign and date Exhibit F (Federal Tax Certificate), as well as Tax Form 8038-G
5. Attach Certificate of Insurance to Exhibit G (Certificate of Insurance)
6. Please include the County's most recent audited financial statement and current budget

Once your Board has approved, and the document has been fully executed, please mail back to my attention as addressed below:

Trustmark National Bank
Attn: Chris Davis, Vice President
P. O. Box 1071
Hattiesburg, MS 39401

Payment will be made as requested, once the agreement has been finalized/processed. In the meantime, if there are any questions, please feel free to contact me at **(601) 583-5352** or **1-800-844-2000 Ext. 5352**.

Sincerely,

Chris Davis
Vice President

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LEASE AND OPTION TO PURCHASE

between

TRUSTMARK NATIONAL BANK

as Lessor

and

Pearl River County

as Lessee

Dated as of the 8th day of February, 2023

Prepared by: **Trustmark National Bank**

INDEXING INSTRUCTIONS:

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D-9010-A0000038349 10-F0000000000000000000-P2

LEASE AND OPTION TO PURCHASE

THIS LEASE AND OPTION TO PURCHASE ("Lease") effective as of **February 8, 2023** (the "Effective Date") between **Trustmark National Bank**, a national banking association organized and existing under the laws of the United States of America, as lessor ("Lessor") whose mailing address is **P. O. Box 1071, Hattiesburg, MS 39403** and the **Pearl River County,** a political subdivision of the State of Mississippi as lessee ("Lessee"), whose physical address is **200 South Main Street, Poplarville, MS 39470 and mailing address is P. O. Box 569, Poplarville, MS 39470**

RECITALS

WHEREAS, pursuant to the laws of the State, the Lessee is authorized to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements; and

WHEREAS, the Lessee has determined that it is in need of the Equipment, as hereafter described, said Equipment to be located and used in connection with either a public building, courthouse, office building, jail, auditorium, community center, civic art center, public library, or gymnasium which facility is owned by **Pearl River County**; and

WHEREAS, the Lessee has determined that in order to accomplish such purpose it is necessary and desirable to acquire the Equipment by leasing the same pursuant to this Lease under the authority of Sections 31-8-1 et seq., Mississippi Code of 1972, as amended; and

WHEREAS, Lessor is willing to acquire such Equipment and to lease said Equipment to Lessee pursuant to the terms and conditions set forth herein; and

WHEREAS, Lessor and Lessee have agreed that the Lease Term (as hereinafter defined) shall not exceed the useful economic life of the Equipment, which Lessor and Lessee agree to be not more than **five years**, but in no event shall the primary Lease Term exceed twenty (20) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

AGREEMENTS

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Additional Rental: the amounts specified as such in Sections 5.4(c), 5.5, and 7.4 of this Lease.

Base Rental: The payment the amounts due from Lessee to Lessor on each Payment Date during the Lease Term as set forth in Exhibit B, but does not include Additional Rental.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A, but in no event shall this property consist, in whole or in part, of any office furniture or office machines.

Fiscal Year: The twelve month fiscal period of Lessee which commences on **September 30th** in every year and ends on the following **September 30th.**

Governing Body: The Board of **Supervisors** of the Lessee.

Governing Body Representative: means either the **President** of the **Board of Supervisors** of the Lessee or the Chancery Clerk of **Pearl River County**, being the duly authorized official to execute and deliver this Lease as approved by official action taken by the Governing Body on **January 20, 2023.**

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Lease Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the Effective Date and ending on **February 8, 2028,** but in no event extending past **February 8, 2028,** which Lessor and Lessee agree represents the useful economic life of the Equipment; in no event shall the primary Lease Term exceed twenty (20) year.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designated as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment of Basic Rental due from Lessee to Lessor on each Payment Date as shown in Exhibit B **PLUS** any Additional Rental due pursuant to the terms of this Lease.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a **County,** which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The Governing Body Representative has been duly authorized to execute and deliver this Lease under the terms and provisions of appropriate official action of the **Board of Supervisors** taken on **January 20, 2023.**

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Lessee has obtained all permits and licenses necessary for the installation, operation, possession and use of the Equipment.

(g) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within five (5) business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(h) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel acceptable to Lessor in Lessors sole opinion substantially in the form attached hereto as Exhibit E.

(i) Upon the execution of this Lease Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessor is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor and agrees to pay to Lessor the Rental Payments, all upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. The Lessor covenants and agrees that the Lessee, by keeping and performing the covenants and agreements herein contained, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Equipment.

Section 3.3. Lessor's Access to Equipment. Representatives of the Lessor shall, subject to reasonable security precautions, have the right to enter upon the property of Lessee during reasonable business hours (and in an emergency at all times) (i) to examine and inspect the Equipment, (ii) for any purpose connected with the rights or obligations of the Lessor under this Lease, including, but not limited to maintain and caring for same if Lessee fails to perform its obligations hereunder, or (iii) for all other lawful purposes.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. Unless terminated as set forth herein, this Lease shall be in effect for the Lease Term, which shall not exceed **five years.**

Section 4.2. Intent to Continue Lease Term; Appropriations; Current Expense.

(a) Lessee presently intends to continue this Lease for its entire Lease Term and to pay all Rental Payments. Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

(b) The obligation of the Lessee to make Rental Payments under the Lease constitutes a binding obligation of the Lessee in accordance with the terms of this Lease. Provided, however, so long as no default of any monetary obligation of the Lessee has occurred, the Lessee's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Lessee to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the Lessee beyond such current and specific appropriation. The Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, note or certificates of the Governing

Body or for any other purpose whatsoever. The Lessee has not pledged or levied any form of taxation for the payment of Rental Payments under this Lease.

(c) Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 4.3. Termination Due to Non-Appropriation. In the sole event of Non-appropriation prior to an Event of Default, Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of such termination. Lessee shall endeavor to give Lessor not less than sixty (60) days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.3, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in the Equipment to Lessor within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to (a) the amount of the Rental Payments coming due for the period during which Lessee fails to take such actions PLUS (b) any other loss suffered by Lessor as a result of Lessee's failure to take such actions.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee in accordance with Section 4.3, Lessee agrees that for a period of one (1) year after termination, to the extent allowed by law, Lessee will not purchase or lease other property or contract with any third party to perform the same functions as, or functions taking the place of, those performed by the Equipment; provided, however, that this restriction shall not be applicable in the event the Equipment previously has been sold by Lessor and the amount received from such sale, less all

costs of such sale, is sufficient to pay the Purchase Option Price applicable through the last Rental Payment.

Section 4.6. Termination of Lease Term. The Lease Term Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.3;

(b) the exercise by Lessee of its option to purchase the Equipment under Article X;

(c) a Default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the expiration of the Lease Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Lease Term in the amounts and on the Payment Dates. All Rental Payments shall be paid to Lessor on or before the Payment Date at Lessor's offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee. If any Rental Payment is not paid within ten (10) days of the due date thereof, to the extent allowed by law, Lessee shall also be liable to Lessor for a late payment charge equal to the greater of $50.00 or four percent (4%) of the amount of the delinquency plus interest on the amount of the delinquency at the per annum rate of interest equal to the lesser of eleven percent (11%) or the maximum rate allowed by law.

Section 5.2. Principal and Interest Components. Each Base Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.3. Rental Payments to be Unconditional. Except as provided in Section 4.3, the obligation of Lessee to make payments of Base Rental and Additional Rental and any other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required hereunder as and when due and shall not withhold any such payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor

as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.4. Tax Exemption.

(a) Lessee acknowledges and agrees that the payments of Base Rental have been calculated by Lessor assuming that the Interest Component of each Base Rental payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Base Rental payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not 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.

(ii) No portion of the Rental Payments: (1) will be 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 (ii) will 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.

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay Additional Rental retroactively from the date of such imposition through the end of the Lease Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

Section 5.5. Additional Rental. In addition to the Base Rental set forth herein, the Lessee agrees to pay as Additional Rental, as and when due, all of the following:

(a) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and special lien special assessments and gross receipts taxes, if any, levied upon the Project or upon any interest of the Lessor in this Lease;

(b) Insurance premiums, if any, on all insurance required under the provisions of Article VI of this Lease;

(c) All fees and expenses of the Lessor in connection with the transactions contemplated herein; and

(d) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or any of the transactions contemplated hereby or thereby or related to the Equipment and/or the Lease, including, without limitation, any amounts which may become due.

Amounts constituting Additional Rental payable hereunder shall be paid by the Lessee directly to the person or persons to whom such amounts shall be payable. The Lessee shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and, upon request of the Lender, shall furnish to the Lender a certificate stating that any such amounts have been paid or that no such amounts were due.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1. Section 6.1. Requirements For All Insurance. Lessor's minimum insurance requirements are set forth on Exhibit G, and all insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least thirty (30) days prior written notice to Lessor; and shall name Lessor as an additional insured under any liability insurance policy and as a loss payee under any casualty insurance policy. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, and upon request of the Lessor, the Lessee shall (a) deposit with the Lessor a certificate of a Governmental Representative stating that the Lessee is in compliance with the insurance requirements set forth in this Section 6, and (b) deliver to Lessor certificates of insurance from insurance companies providing insurance..

Section 6.2. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability

insurance policy or program acceptable to Lessor. To the extent allowed by law, Lessee shall cause Lessor to be named as an additional insured in such policy. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during the Lease Term, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of $1,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Lease Term.

Section 6.5. General Indemnity. To the maximum extent allowed by law, Lessee assumes liability for, and shall indemnify, protect, save, and keep harmless Lessor and its agents, servants, successors, and assigns (each an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any indemnities, in any way relating to or arising out of this Lease or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return, or other disposition of the Equipment or any part thereof (including, without limitation, latent or other defects, whether or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark, or copyright infringement); provided, however, that Lessee shall not be required to indemnify any indemnitee for loss or liability arising from acts or events that occur after the Equipment has been returned to Lessor in accordance with this Lease, or for loss or liability resulting solely from the willful misconduct or negligence of such Indemnitee. This indemnity obligation is intended to be, and shall be interpreted to be, a separate and independent contractual obligation from the contractual provisions addressing the requirements and placement of insurance. The provisions of this Section 6.5 shall survive the expiration or earlier termination of this Lease.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (a) replace the same at Lessee's sale cost and expense with replacement

equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (b) pay the applicable Purchase Option Price of the Equipment. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss, destruction or damage. If Lessee elects clause (a) but fails to perform its obligation thereunder within thirty (30) days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use maintain or operate the Equipment improperly, carelessly, in violation of any local, State or Federal laws, rules, regulations or ordinances, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall maintain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all local, State and Federal laws, rules, regulations and ordinances that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Lease Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section 7.3. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges

so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and such advances shall be considered Additional Rental, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of eleven percent (11%) per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Lease Term, and so long as Lessee is not in Default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such security agreements and financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Lease Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein

provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrances or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment.

(a) Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and he subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease or result in a diminution of the value of the Equipment. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee.

(b) Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably

satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lesser and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a "finance lease" under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number(s) of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Lease Term, all of its interest in all Contractor's warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Lease Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED "AS IS", AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. The Lessee

has entered into this Lease without representations or warranties with respect thereto on the part of the Lessor, its agents, representatives or employees other than those expressed herein.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the exclusive right and option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price, but only if Lessee is not in Default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to an Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall conveyor release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the prior consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, with the consent of Lessor and subject to compliance with each of the following conditions:

(a) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.

(b) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.

(c) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(e) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "Events of Default" under this Lease and the terms "Events of Default" and "Default" shall mean, whenever used in this Lease with respect to the Equipment, anyone or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment Lease within five days of the time specified herein.

(b) Failure by Lessee to provide the insurance coverages required herein.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (a) or (b) of this Section) on its part to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the Default is corrected.

(d) The filing by Lessee of a voluntary petition in bankruptcy; the failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carryon its governmental or proprietary function; the adjudication of Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals (excluding the Equipment); or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any Event of Default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, declare all Rental Payments due or to become due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(b) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(c). Lessee hereby expressly waives any damages occasioned by such repossession or other disposal of Equipment as provided in this paragraph (b). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment,

as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments as and when due. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the Event of Default is cured.

(c) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (1) all costs incurred in securing possession of the Equipment; (2) all expenses incurred in completing the sale; (3) the balance of any Rental Payments owed by Lessee through the date of termination; and (4) the Purchase Option Price.

(d) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(c)(1)-(3), Lessee shall be liable for the deficiency, and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Notwithstanding any other provision of this Section 12.2, Lessor shall be entitled to damages with respect to the Lease in an amount equal to, but not in excess of, the economic equivalent intended to be provided by Lessee's payment of the Rental Payments and/or Purchase Option Price provided for herein, as and when due, plus any amount necessary to compensate Lessee for all costs, fees and expenses incurred as a result of Lessee's default.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (b) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive.

(a) No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. Furthermore, the exercise of one remedy shall not impair the right of the Lessor or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Lessor or any assignee of the rights of the Lessor hereunder, the

Lessor or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

(b) No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof, and the non-defaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of any obligation or agreement of the defaulting party hereunder, the defaulting party agrees that it will, on demand, pay to the nondefaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party.

Section 12.6. Waiver. The waiver by the Lessor of any breach by the Lessee, and the waiver by the Lessee of any breach by the Lessor of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be given in writing and shall by sufficiently given and served when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page hereof or when given by hand to the offices named on this first page of this Lease, provided that Lessor and Lessee, by notice given hereunder, may designate in writing different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Lease Term, within 180 days of Lessee's fiscal year end, Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Book Entry. The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Lease Term, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest

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herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability.

(a) In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) If for any reason this Lease is held by a court of competent jurisdiction void, voidable, or unenforceable by the Lessor or by the Lessee, or if for any reason it is held by such a court that any of the covenants and agreements of the Lessee hereunder, including the covenant to pay Rental Payments hereunder, is unenforceable for the full Lease Term, then and in such event for and in consideration of the right of the Lessee to possess, use and enjoy the Equipment, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Rental Payment will be paid by the Lessee.

Section 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.8. Further Assurances and Corrective Instruments. Lessor and Lessee agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment, for indicating the Effective Date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

[signature page follows]

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IN WITNESS WHEREOF, Lessor and Lessee have has caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

LESSOR

TRUSTMARK NATIONAL BANK, Lessor

By _____
Chris Davis
Its **Vice President**

LESSEE

Pearl River County, Lessee

By _____
Sandy Kane Smith
Its **President**

List of Exhibits:

A Equipment (See definitions and Section 9.1)

B Schedule of Rental Payments (Section 5.2)

C Schedule of Purchase Option Price
(See definition of Purchase Option Price and Section X

D Certificate of Acceptance (Section 2.1(g))

E Opinion of Counsel (Section 2.1(h))

F Federal Tax Certificate (Section 2.1(i))

G Insurance Requirements (Section 6.1)

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EXHIBIT A

EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Quantity	Description	Serial Number
1	**New LeeBoy Asphalt Paver Model 8616D**	**8616-367194**

(See attached Invoice)

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EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: **Pearl River County**

Commencement Date of Lease: **February 8, 2023**

Number and Frequency of Payments: **Sixty (60) Monthly Payments**

Rental Payment Schedule

Due Date	Payment Number	Total Payment	Principal Component	Interest Component
See Attached Schedule				

EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

After Payment Number

Sixty (60) Monthly Payments

Purchase Option Price
$1.00

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EXHIBIT D

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting **President** of the **Pearl River County** ("Lessee"); and, with respect to the Lease-Purchase Agreement dated **February 8, 2023** (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on **March 8, 2023** and on the **8th** of each **month** thereafter, in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Operations related to public services in the **County.**

7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: **February 8, 2023**

Pearl River County

By_____

Sandy Kane Smith, President

EXHIBIT E

OPINION OF COUNSEL

Trustmark National Bank
P. O. Box 1071
Hattiesburg, MS 39403

Chris Davis, Vice President

Re: Lease-Purchase Agreement dated as of **February 8, 2023,** between Trustmark National Bank ("Lessor") and the **Pearl River County** ("Lessee")

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and, in this capacity, have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable state and federal laws affecting the enforcement of creditors rights and remedies generally.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body or, to the best of my knowledge, threatened, that challenges the authority of Lessee or its officials, officers or employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto

and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7.a. The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

b. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease Payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each such requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt form State of Mississippi income taxation.

9. The Lease is qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Dated: **February 8, 2023**

Very truly yours,

Joe H Montgomery

Joe Montgomery, Attorney at Law

EXHIBIT F

LEASE AND OPTION TO PURCHASE DATED AS OF FEBRUARY 8, 2023
FEDERAL TAX CERTIFICATE

Pursuant to the U.S. Internal Revenue Code of 1986, as amended. ("Code") and regulations thereunder, I, the undersigned of the **Pearl River County** (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting **President** of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.

2. The Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of its disqualification as an issuer whose certification of its reasonable expectations as to future events on the date of issue of the Lease may not be relied upon by holders of obligations of the Lessee because it made a previous certification which contained a material misrepresentation.

3. The Lease is being issued for the purpose of acquiring the Equipment described in the Lease for use by the Lessee, a governmental use within the meaning of the Code, and is therefore not a private activity bond as such term is defined in the Code. The use of the Equipment by any person other than a governmental unit (including any activity carried on by a person other than a natural person) shall not exceed ten percent (10%) of the total use thereof.

4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is **$289,579.00**. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.

5. The Lessor will acquire the Equipment from a vendor and will thereupon lease the Equipment to the Lessee pursuant to the Lease. The acquisition of the Equipment will not require any construction.

6. The Lessee reasonably expects that on the Closing Date the funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Lease, and the Lease will thereupon constitute the obligation of the Lessee to repay said funds. The total amount of advances by the Lessor shall not exceed **$289,579.00.**

7. The Lessee does not expect the Equipment to be sold or otherwise disposed of, in whole or in part, or for any transaction or series of transactions to occur prior to the termination of the Lease which would enable the Lessee to allow the Lease to remain in force longer than would otherwise be necessary.

8. The Lessee reasonably expects that there will be no investment of money received by Lessee pursuant to the Lease and consequently no investment or reinvestment income therefrom.

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the Principal and Interest Components of the Rental Payments on the Lease.

10. The Lessee is a governmental unit or owned by a government unit with general taxing powers; no obligation of the Lessee pursuant to the Lease (the "Obligation") is a private activity bond (as defined in the Code); and ninety-five percent (95%) or more of the net proceeds of the Obligations are to be used for local governmental activities of the Lessee.

11. (a) The Lessee covenants and certifies to and for the benefit of the owners of the Obligations that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Obligations, including amounts treated as proceeds, if any, which will cause the Obligations to be classified as arbitrage bonds within the meaning of Section 148 of the Code, as amended, supplemented or superseded, and any regulations as such may be applicable to the obligations, at the time of such action, investment or use.

(b) (i) The Lessee hereby determines and represents that no rebate relating to the Obligations will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Obligations, then the Lessee shall take all actions necessary in order to comply with the requirements of Subsection 148(f) of the Code ("Subsection 148(f)") in order that none of the Obligations shall be treated as an arbitrage bonds pursuant to Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in, the making of any and all calculations, computations and filings required pursuant to, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Regulations, thereunder.

(ii) In the event it is determined that a rebate is required to the United States to avoid the Obligations being treated as arbitrage bonds under Subsection 148(f), then, in order to assure that there will be funds available to make any payments required pursuant to Subsection

148(f), the Lessee shall establish a separate and special account of the Lessee (to be designated the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

(iii) As used above, the term "Bond Year" shall mean the one-year period beginning on the date of delivery of the Obligations and each succeeding one-year period beginning on the day succeeding the immediately preceding Bond Year, or shall have such other meaning based on facts and circumstances relating to the Obligations as shall be specified in the Subsection 148(f) Regulations.

(c) The Lessee shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Obligations to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder,

(d) The Lessee shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Obligations in a manner or for a price which would cause any of the obligations to be or become an arbitrage bond, within the meaning of Section 148 of the Code and the regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price."

(e) In connection with the delivery of the Obligations, the Lessee has not and will not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto

(a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage. and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereat).

(d) None of the proceeds of the Obligation(s) will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to a governmental use (within the meaning of Section 141 of the Code) of such proceeds.

(e) The amount of proceeds of the Obligation(s) used with respect to any private business use which is related to a governmental use of such proceeds will not exceed the amount of proceeds of the Obligation(s) which are to be used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Obligation(s) will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligation(s) be (under the terms of the Lease or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest

portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

13. The Lessee covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Lessee, which (1) were or are to be sold at substantially the same time as the Obligation(s), (2) was or is to be sold at substantially the same interest rate as the Interest Component of the Rental Payments, (3) was or is to be sold pursuant to a common plan of marketing as the marketing plan for the Obligation(s), and (4) is payable directly or indirectly by the Lessee or from the source from which the Obligation(s) is payable. The Lessee covenants and certifies that there are no additional facts or circumstances which may further evidence that the Obligation(s) is part of any other issue of obligations.

14. The Lessee covenants and certifies that no payment of principal of or interest on the Obligation(s) is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Lessee represents, warrants and covenants that none of the proceeds of the Obligation(s) will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States, or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

15. The Lessee covenants and certifies that, notwithstanding any provision of this Certificate or the rights of the Lessee hereunder, the Lessee will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Obligation(s) from federal income taxation, and it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.

All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the **8th day of February, 2023**

Pearl River County, Lessee

By: _____
Sandy Kane Smith

Its: **President**

ATTEST:

By: _____

Its: Chancery Clerk

(SEAL)

D-9010-A0000038349 10-F0000000000000000000-P36

EXHIBIT G

INSURANCE REQUIREMENTS

D-8005-A00000383491 0-F00000000000000000-P1

Dated: 2/8/2023
Delivered: 2/8/2023

Debt Service Schedule
Pearl River County

Period	Coupon Date	1st Calc Day Cuts	Principal Payment	Effective Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Outstanding Balance
1	3/8/2023		4,303.93	4.58000	1,105.23		5,409.16	285,275.07
2	4/8/2023		4,320.36	4.58000	1,088.80		5,409.16	280,954.71
3	5/8/2023		4,336.85	4.58000	1,072.31		5,409.16	276,617.86
4	6/8/2023		4,353.40	4.58000	1,055.76		5,409.16	272,264.46
5	7/8/2023		4,370.02	4.58000	1,039.14		5,409.16	267,894.44
6	8/8/2023		4,386.70	4.58000	1,022.46		5,409.16	263,507.74
7	9/8/2023		4,403.44	4.58000	1,005.72		5,409.16	259,104.30
8	10/8/2023		4,420.24	4.58000	988.92		5,409.16	254,684.06
9	11/8/2023		4,437.12	4.58000	972.04		5,409.16	250,246.94
10	12/8/2023		4,454.05	4.58000	955.11		5,409.16	245,792.89
11	1/8/2024		4,471.05	4.58000	938.11		5,409.16	241,321.84
12	2/8/2024		4,488.11	4.58000	921.05		5,409.16	236,833.73
13	3/8/2024		4,505.24	4.58000	903.92		5,409.16	232,328.49
14	4/8/2024		4,522.44	4.58000	886.72		5,409.16	227,806.05
15	5/8/2024		4,539.70	4.58000	869.46		5,409.16	223,266.35
16	6/8/2024		4,557.03	4.58000	852.13		5,409.16	218,709.32
17	7/8/2024		4,574.42	4.58000	834.74		5,409.16	214,134.90
18	8/8/2024		4,591.88	4.58000	817.28		5,409.16	209,543.02
19	9/8/2024		4,609.40	4.58000	799.76		5,409.16	204,933.62
20	10/8/2024		4,627.00	4.58000	782.16		5,409.16	200,306.62
21	11/8/2024		4,644.66	4.58000	764.50		5,409.16	195,661.96
22	12/8/2024		4,662.38	4.58000	746.78		5,409.16	190,999.58
23	1/8/2025		4,680.18	4.58000	728.98		5,409.16	186,319.40
24	2/8/2025		4,698.04	4.58000	711.12		5,409.16	181,621.36
25	3/8/2025		4,715.97	4.58000	693.19		5,409.16	176,905.39
26	4/8/2025		4,733.97	4.58000	675.19		5,409.16	172,171.42
27	5/8/2025		4,752.04	4.58000	657.12		5,409.16	167,419.38
28	6/8/2025		4,770.18	4.58000	638.98		5,409.16	162,649.20
29	7/8/2025		4,788.38	4.58000	620.78		5,409.16	157,860.82
30	8/8/2025		4,806.66	4.58000	602.50		5,409.16	153,054.16
31	9/8/2025		4,825.00	4.58000	584.16		5,409.16	148,229.16
32	10/8/2025		4,843.42	4.58000	565.74		5,409.16	143,385.74
33	11/8/2025		4,861.90	4.58000	547.26		5,409.16	138,523.84
34	12/8/2025		4,880.46	4.58000	528.70		5,409.16	133,643.38
35	1/8/2026		4,899.09	4.58000	510.07		5,409.16	128,744.29
36	2/8/2026		4,917.79	4.58000	491.37		5,409.16	123,826.50
37	3/8/2026		4,936.56	4.58000	472.60		5,409.16	118,889.94
38	4/8/2026		4,955.40	4.58000	453.76		5,409.16	113,934.54
39	5/8/2026		4,974.31	4.58000	434.85		5,409.16	108,960.23
40	6/8/2026		4,993.30	4.58000	415.86		5,409.16	103,966.93
41	7/8/2026		5,012.35	4.58000	396.81		5,409.16	98,954.58
42	8/8/2026		5,031.48	4.58000	377.68		5,409.16	93,923.10
43	9/8/2026		5,050.69	4.58000	358.47		5,409.16	88,872.41
44	10/8/2026		5,069.96	4.58000	339.20		5,409.16	83,802.45
45	11/8/2026		5,089.31	4.58000	319.85		5,409.16	78,713.14
46	12/8/2026		5,108.74	4.58000	300.42		5,409.16	73,604.40
47	1/8/2027		5,128.24	4.58000	280.92		5,409.16	68,476.16
48	2/8/2027		5,147.81	4.58000	261.35		5,409.16	63,328.35
49	3/8/2027		5,167.46	4.58000	241.70		5,409.16	58,160.89
50	4/8/2027		5,187.18	4.58000	221.98		5,409.16	52,973.71
51	5/8/2027		5,206.98	4.58000	202.18		5,409.16	47,766.73
52	6/8/2027		5,226.85	4.58000	182.31		5,409.16	42,539.88
53	7/8/2027		5,246.80	4.58000	162.36		5,409.16	37,293.08

Prepared by: Steven Singleterry
Prepared on: 1/30/2023 9:28 1630 Rpt 01j

PR COUNTY-2023-1

548

D-8005-A00000383491 0-F00000000000000000-P2

Dated: 2/8/2023
Delivered: 2/8/2023

Debt Service Schedule
Pearl River County

Period	Coupon Date	Int Calc Day Cnts	Principal Payment	Effective Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Outstanding Balance
54	8/8/2027		5,266.83	4.58000	142.33		5,409.16	32,026.25
55	9/8/2027		5,286.93	4.58000	122.23		5,409.16	26,739.32
56	10/8/2027		5,307.11	4.58000	102.05		5,409.16	21,432.21
57	11/8/2027		5,327.36	4.58000	81.80		5,409.16	16,104.85
58	12/8/2027		5,347.69	4.58000	61.47		5,409.16	10,757.16
59	1/8/2028		5,368.10	4.58000	41.06		5,409.16	5,389.06
60	2/8/2028		5,389.06	4.58000	20.57		5,409.63	0.00
60	Records =	60	$289,579.00		$34,971.07	$0.00	$324,550.07	

True Interest Cost (TIC)	4.5800000
Arbitrage Yield Limit (AYL)	0.0000000
Average Life	2.6367964

Face Value of Bond Issue	$289,579.00
Accrued Interest (+)	$0.00
Original Issue Premium/Discount (+)	$0.00
Underwriter Discount (+)	$0.00
Lump-sum credit enhancements (-)	$0.00

Prepared by: Steven Singletery
Prepared on: 1/30/2023 9:28 1630 Rpt 01j

PR COUNTY-2023-1

549

Form **8038-GC**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ **Under Internal Revenue Code section 149(e)**
Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*
▶ **Go to *www.irs.gov/Form8038GC* for instructions and the latest information.**

OMB No. 1545-0047

Check box if **Amended Return** ▶ ☐

Part I Reporting Authority

1 Issuer's name

2 Issuer's employer identification number (EIN)

3 Number and street (or P.O. box if mail isn't delivered to street address)

Room/suite

4 City, town, or post office, state, and ZIP code

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

Part II Description of Obligations

Check one box: ☐ Single issue ☐ Consolidated return

8a	Issue price of obligation(s) (see instructions)	8a	
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐		
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐		
12	Vendor's or bank's name:		
13	Vendor's or bank's employer identification number:		

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(s) that I have authorized above.

▶ Signature of issuer's authorized representative — Date ▶ 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.	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/Form8038GC*.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, $1.49 becomes $1 and $2.50 becomes $3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at *www.irs.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* **box**. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through *www.irs.gov/FormComments*. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

Minute Book Text Detail
Book 0230 Page 552 DECLARE 1980 CHEVOLET ENGINE AS SURPLUS
Date 2/ 6/2023 AT JAIL

ORDER TO DECLARE AS SURPLUS AND SELL ONE 1980
Chevrolet Van Serial #2GTEG2HXB4507778 FOR SCRAP

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to declare surplus and sell.

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 declare a 1980 Chevrolet Van Serial #2GTEG2HXB4507778 at Jail as surplus and sell for scrap to Richard Seal in the amount of $50.00.

Ordered and adopted, this the 6th day of February, 2023.

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

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February 1, 2023

I, Richard Seal, would like to buy one 1980 Chevrolet engine block and transmission out of vehicle with VIN # 2GTEG2HXB4507778 for the sum of $50 (Fifty Dollars and 00/100).

Richard Seal

Richard Seal

Minute Book Text Detail
Book 0230 Page 554 RENT WILER MIXER FROM PUCKETT MACHINED
Date 2/ 6/2023

ORDER TO ISSUE PURCHASE ORDER TO RENT A WEILER MIXER FROM PUCKETT MACHINED FOR ROAD DEPARTMENT

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to rent a Weiler Mixer from Puckett Machined for Road Department.

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 issue Purchase Order to rent a Weiler Mixer from Puckett Machined for the Road Department.

Ordered and adopted, this the 6th day of February, 2023.

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

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 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 close the session to determine the need for executive session.

Ordered and adopted, this the 6th day of February, 2023.

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 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 enter executive session at 11:00 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 isuuance 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 6th day of February, 2023.

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

RETURN TO REGULAR SESSION

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 that this Board does now return to regular session at 12:30 p.m. after taking no action in executive session.

Ordered and adopted, this the 6th day of February, 2023.

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

ORDER TO RECESS FOR LUNCH

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

Be It Ordered that this Board does now take a recess at 12:30 p.m. for lunch until 1:30 p.m.

Ordered and adopted, this the 6th day of February, 2023.

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

THIS BOARD DOES NOW RETURN TO REGULAR SESSION AT 1:30 P.M.

Minute Book Text Detail
Book 0230 Page 557 APPOINT JONATHAN HEAD AS COUNTY FIRE
Date 2/ 6/2023 INVESTIGATOR

ORDER TO APPOINT JONATHAN HEAD AS COUNTY FIRE INVESTIGATOR

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

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

Be It Ordered by the Pearl River County Board of Supervisors to appoint Jonathan Head as Pearl River County Fire Investigator. (See attached Form)

Ordered and adopted, this the 6th day of February, 2023.

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

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MISSISSIPPI DEPARTMENT OF INSURANCE

Division of Fire Services Development
P.O. Box 79
Jackson, MS 39205-0079
601-359-1062

COUNTY FIRE INVESTIGATOR FORM
2023

NAME OF COUNTY Pearl River

COUNTY FIRE INVESTIGATOR'S NAME: Jonathan Head

ADDRESS 810 Hwy 11 Poplarville, MS **PHONE (DAY)** 601-916-7484
PHONE (NIGHT) Same

EMAIL jhead@pearlriver county.net

WORK STATUS

FULL-TIME DEPUTY___PART-TIME DEPUTY___SPECIAL DEPUTY___OTHER

I David Allison**, Sheriff of** Pear River County**, have appointed** Jonathan Head **as Deputy of said county on** Feb 6, **20**23 **as fire investigator per MS Code Section 83-1-39(5) (b).**

This appointment has been approved by the board of supervisors. It is understood that the County Fire Investigator shall provide the necessary reports required by the Mississippi Insurance Department guidelines of the Commissioner of Insurance.

The County Fire Investigator must attend the Fire Investigator Training Certification Course, which is offered by the State Fire Academy and State Fire Marshal's Office within one year of appointment. The County Fire Investigator must attend an annual County Fire Investigators workshop sponsored by the State Fire Marshal's Office in order to meet county eligibility for state fire funds.

David Allison
SHERIFF

Malcolm Perry
PRESIDENT OF THE BOARD OF SUPERVISORS

COUNTY FIRE COORDINATOR

Minute Book Text Detail
Book 0230 Page 559 MOVE FEBRUARY 15, 2023 BOARD MEETING TO
Date 2/ 6/2023 FEBRUARY 22, 2023

ORDER TO CHANGE BOARD MEETING SCHEDULED FOR WEDNESDAY, FEBRUARY 15, 2023 TO WEDNESDAY, FEBRUARY 22, 2023 DUE TO NACO CONVENTION

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

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

Be It Ordered by the Pearl River County Board of Supervisors to change the Board of Supervisors Meeting scheduled for Wednesday, February 15, 2023 to Wednesday, February 22, 2023 due to NACO Conference.

Ordered and adopted, this the 6th day of February, 2023.

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

Minute Book Text Detail
Book 0230 Page 560 RECESS
Date 2/ 6/2023

ORDER TO RECESS

Upon motion made by Jason Spence 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 22nd day of February, 2023, at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex in the City of Poplarville.

Ordered and adopted, this the 6th day of February, 2023.

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

PRESIDENT

CLERK OF THE BOARD

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

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

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

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 2-22-2023 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