

Minute Book Text Detail

Book 0215 Page 1 OPENING FOR FEBRUARY 1, 2021

Date 2/ 1/2021 AGENDA FOR FEBRUARY 1, 2021

FEBRUARY 1, 2021

The Board of Supervisors met at 9:00 a.m. the 1st day of February, 2021, 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 1, 2021**



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

- 01) Consider approving Board Minutes – January, 2021**
- 02) Consider approving Claims Docket for February 1, 2021**
- 03) Sheriff:**
 - A. Personnel
- 04) Road Department:**
 - A. Personnel
- 05) Tax Assessor/Collector:**
 - A. Petition for Reduction of Assessments
 - B. Corrections to the Supplemental Roll
- 06) Chancery Clerk:**
 - A. Personnel
- 07) E-911 Addressing:**
 - A. Private road name – Creekside DR
 - B. Private road name – Shallow Creek
 - C. Private road name – Rum and Candy LN
- 08) Consent Agenda Items:**
 - A. Acknowledge Waste Management host fee payment – 4th quarter, 2020
 - B. Authorize President to execute Solid Waste Assistant Planning Grant
 - C. Approve County Court Judge's Salary as per State Statutes
 - D. Authorize President to execute Memorandum of Understanding with AOC
 - E. Authorize President to execute Canon Rental Agreement for new dispatch
- 09) Travel:**
 - A. VOCA (3) for Virtual Conference on May 17-19, 2021 and May 24-26, 2021
 - B. Election Commissioners (4) to Training in Meridian, MS on February 9, 2021
 - C. County & Youth Court (5) to Conference in Dallas, TX on March 20-25, 2021
 - D. SO (2) to Seminar in Pigeon Forge, TN on March 15-18, 2021
- 10) Bids – County Depository – Due by February 1st @ 9:00 a.m.**
- 11) Bids – Old Tax Assessor's Office Building & Lot – Due by February 1st @ 9:00 a.m.**

NEXT BOARD MEETING – Wednesday, February 17th

ORDER TO APPROVE BOARD MINUTES FOR JANUARY, 2021

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

Upon motion made by 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 approve Board Minutes for January, 2021.

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR FEBRUARY 1, 2021

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 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 Claims Docket for February 1, 2021. (See attached Summary of all Funds)

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	122 Total	321,134.00 Manual	Held	Total	321,134.00
FUND 45 Claims	to	Checks	1 Total	733.92 Manual	Held	Total	733.92
FUND 73 Claims	to	Checks	1 Total	42.13 Manual	Held	Total	42.13
FUND 96 Claims	to	Checks	11 Total	5,238.86 Manual	Held	Total	5,238.86
FUND 97 Claims	to	Checks	9 Total	34,031.57 Manual	Held	Total	34,031.57
FUND 104 Claims	to	Checks	1 Total	206.00 Manual	Held	Total	206.00
FUND 156 Claims	to	Checks	50 Total	91,710.91 Manual	Held	Total	91,710.91
FUND 166 Claims	to	Checks	2 Total	3,083.57 Manual	Held	Total	3,083.57
FUND 206 Claims	to	Checks	10 Total	25,513.42 Manual	Held	Total	25,513.42
FUND 410 Claims	to	Checks	1 Total	1,672.00 Manual	Held	Total	1,672.00
FUND 420 Claims	to	Checks	3 Total	1,100.68 Manual	Held	Total	1,100.68
FUND 450 Claims	to	Checks	2 Total	1,119.34 Manual	Held	Total	1,119.34
FUND 650 Claims	to	Checks	1 Total	8,628.00 Manual	Held	Total	8,628.00
FUND 656 Claims	to	Checks	3 Total	1,968.00 Manual	Held	Total	1,968.00
FUND 661 Claims	to	Checks	4 Total	1,043.95 Manual	Held	Total	1,043.95
FUND 662 Claims	to	Checks	6 Total	16,383.13 Manual	Held	Total	16,383.13
FUND 664 Claims	to	Checks	5 Total	3,890.81 Manual	Held	Total	3,890.81
Total for all Funds			Checks 232 Total	517,500.29 Manual	Held	Total	517,500.29

000004

ORDER TO APPROVE SHERIFF'S DEPARTMENT PERSONNEL

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

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

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

Austin Mistretta	Corrections	Hire full-time
Shayne Cunningham	Corrections	Resign
Crystal Salas	Corrections	Remove

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None



000006

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

January 27, 2021

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

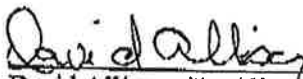
Please acknowledge upon the minutes the following personnel matters concerning the Sheriff's Department.

Please hire Austin Mistretta as full time Correctional Officer at a pay rate of \$12.50 per hour effective February 1, 2021.

Please accept the resignation of Shayne Cunningham as full time Correctional Officer effective February 16, 2021.

Please remove Crystal Salas as Correctional Officer, she declined the position January 15, 2021.

Thank you,


David Allison, Sheriff

In God We Trust

ORDER TO APPROVE ROAD DEPARTMENT'S PERSONNEL

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

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

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

Gary B. Priest

Terminate

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

memo

000008

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC: Marlinda Guerra
Date: 1/26/2021
Re: Personnel

Comments: I would like to terminate Gary B Priest his last date to work was January 20,2021.

Minute Book Text Detail

Book 0215 Page 9 TAX ASSESSOR/COLLECTOR'S AGENDA ITEMS

Date 2/ 1/2021

ORDER TO APPROVE TAX ASSESSOR/COLLECTOR'S AGENDA ITEMS

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

Upon motion made by 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 Tax Assessor/Collector's Agenda Items as listed with attachments:

A. Reduction of Assessments

B. Corrections to the Supplemental Roll

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

PETITION FOR REDUCTION OF ASSESSMENT
PLEASE SUBMIT IN DUPLICATE

DATE FEBRUARY 1, 2021
COUNTY PEARL RIVER

STATE OF MISSISSIPPI

TAX ASSESSOR GARY BEECH

REAL PERSONAL 2020 ROLL
(CIRCLE ONE)

Page	Line	Owner	Tax Dist	Parcel Number/PPIN	ASSESSMENT AS ON ROLL			AMOUNT OF CHANGE	REASONS FOR CHANGE*
					IMPROVEMENTS	LAND	TOTAL		
5047	2	BECHTEL THOMPSON F III & CHRYSALYN	5049	5177360000702900/35481	40,698	2,400	43,098	14,366	ALLOW 10% ASSESSMENT
5886	4	COLEMAN LYNDIA K	4044	6165210000100900/55212	34,999	2,034	37,033	7,493	CORRECT ASSESSMENT OF MAIN HOUSE AND GUEST HOUSE
1427	5	DITECH FINANCIAL/CRAIG SMITH	4044	5161120000002306/42540	5,940	2,001	7,941	3,639	LOWER CONDITION OF RES TO 30%
5835	3	FRAYCHINEAUD ARTHUR & LINDA	2224	617515001004100/23902	7,674	2,871	10,545	3,487	ALLOW VACANCY DISCOUNT
1614	3	GASPARD RONALD J & MCGILL BEVERLY L	3049	5175220000003502/36522	9,084	1,895	10,979	9,084	MH ASSESSED AS REAL & PERSONAL
5561	3	GRM BUILDING SUPPLY INC	1224	6171110030202600/22244	25,788	18,815	44,603	19,861	BUILDING & LAND CHANGE
5897	1	HERRIN DAVID STEWART	2224	6175150020500400/29775	7,819	522	8,341	2,413	CORRECT ASSESSMENT OF HOUSE
7738	4	JAMES PROPERTIES LLC	2111	2159300030700201/50791	573,004	14,403	587,407	130,408	ADJUST BUILDING CONDITIONS
5809	6	LADMIRALTY BEVERLY JOHNSON & SEAN	4024	6164190000000602/51279	10,124	1,895	12,019	1,295	BUILDINGS ARE GONE
5683	4	MCCORMICK JESSE & JESSICA ALLISON	5049	6163050000001301/31845	17,134	1,875	19,009	5,784	ALLOW 10% ASSESSMENT
4961	1	MCRANEY CHRISTOPHER M	3049	5177350000002603/44105	21	2,063	2,084	1,851	REMOVE HOMESITE AC
7308	1	MCRANEY CHRISTOPHER M	1224	6176140020200100/26246	0	2,433	2,433	1,797	CORRECT LAND VALUE SOLD SOME TO MDOT 2018
7308	2	MCRANEY CHRISTOPHER M	1224	61761400202500101/38913	0	1,749	1,749	795	CORRECT LAND VALUE SOLD SOME TO MDOT 2018
5542	2	PR HOLDINGS LLC	4044	6161120000000800/220341	6,977	1,875	8,852	7,427	NO HOMESITE AC
6800	5	SANDERS THOMAS B & SHERRY C	2224	6172100040600400/23325	15,890	1,950	17,840	5,947	ALLOW 10% & OVER 65 HOMESTEAD CREDIT
TOTALS CARRIED TO FORM 71-026					755,152	58,781	813,933	215,647	

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

TAX AMOUNT BEFORE CHANGES 127,988.26

Item number from code shown in parentheses

TAX AMOUNT AFTER CHANGES 93,454.44

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000012

000013

NAME	SCHOOL DISTRICT / TAX DISTRICT	REASON	PARCEL NUMBER AND PPIN NUMBER
Correction to the supplemental roll			
Allen, Mary Lee & Kenneth L	Poplarville / 3013	Disability Jan. 1st 2020	2158270000002715 / 55458
Aples, Samuel W & Patricia Ann	Picayune / 4024	65 / over Jan 1st 2020	6174170000102000 / 23719
Fields, Georgann M & Michael A	Picayune / 4024	65 / over Jan 1st 2020	5186230000000127 / 28702
Fields, Georgann M & Michael A	Picayune / 4024	65 / over Jan 1st 2020	5186230000000105 / 55733
Nunez, Charles C Jr & Kaysa C	Picayune / 4024	65 / over Jan 1st 2020	6181010000000600 / 28250
Ruiz, Lisa Ann & Quico	Poplarville / 3015	Disability Jan. 1st 2020	4151110000000120 / 47916
Travis, Larry P & Lisa E	Poplarville / 1016	65 / over Jan 1st 2020	2168280000003600 / 7995
Vice, Gloria C Brown & Hollis	Picayune / 5229	65 / over Jan 1st 2020	6163060020100900 / 20941
Walker, Byran Dale & Debra Cove	Picayune / 2224	65 / over Jan 1st 2020	6172040000102701 / 29065
The homestead will need to be added to the supplemental roll.			
Sanders, Sherry C & Thomas	Picayune / 2224	Add back to supplemental roll	6172100040600400 / 23325
Shallbetter, Michael G & Judith	Picayune / 4024	Add back to supplemental roll	5185220000001500 / 30246
Reverse disallowed homestead charge back			
Cruthird, G Gerald & Gerry M	Picayune / 5229	Reverse disallowed homestead Per DOR	6171010040101200 / 21795
Lee, Daryl P & Cynthia A	Poplarville / 1016	Reverse disallowed homestead Per DOR	3163070000002801 / 37604

000014

ORDER TO APPROVE CHANCERY CLERK'S PERSONNEL

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

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 approve the following and attached personnel changes in the Chancery Clerk's Department:

Christian Smith
Grace Greer

Resign
Hire part-time

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None



000016

MELINDA SMITH BOWMAN
PEARL RIVER COUNTY CHANCERY CLERK

January 29, 2021

Pearl River County
Board of Supervisors

Gentlemen:

I would like spread on the minutes the resignation of Christian Smith, part-time college student.

Sincerely,

Melinda Bowman
Melinda Bowman



000017

MELINDA SMITH BOWMAN
PEARL RIVER COUNTY CHANCERY CLERK

January 22, 2020

Pearl River County
Board of Supervisors

Gentlemen:

I would like spread on the minutes that I have hired Grace Greer as a part-time deputy clerk with her start date being January 25, 2021.

Sincerely,

Melinda Bowman
Melinda Bowman

ORDER TO APPROVE PRIVATE ROAD NAMES

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

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

Be It Ordered by the Pearl River County Board of Supervisors to approve attached private road names:

Creekside Drive
Shallow Creek
Rum and Candy Ln

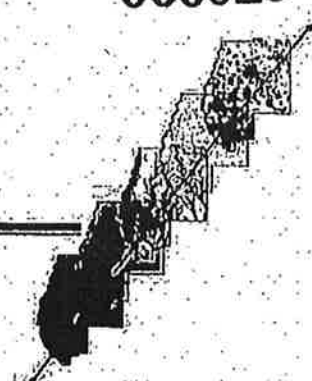
Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

000019

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: Private Road Name – Creekside DR
DATE: January 7, 2021

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 **Creekside DR** and will be coming off **Dumas Bailey RD** at address range 281.

A signed petition has been obtained from all property owners, who have adjoining land to the road. The signed petition(s) 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: signature page with map

000020

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

Date: 12/21/20

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:

Creekside Drive

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.

517930000001007 517930000001008
517930000001009
517930000001010
517930000001011
517930000001012

Tax Map Parcel Number

517930000001001 517930000001013
517930000001009
517930000001011
517930000001012

Tax Map Parcel Number

[Signature] [Signature]

601-916-5650 Signature

JUSTIN SAULS ANANDA SAULS

Print Name

571930000001003

Tax Map Parcel Number

[Signature] [Signature]

228 229 8609 Signature

DAVID GART KIMBERLY MASSINGALE

Print Name

Tax Map Parcel Number

[Signature] [Signature]

504-710-3939 Signature

CARL B DENNFER MOORE

Print Name

Signature

Print Name

Address

Phone No.

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

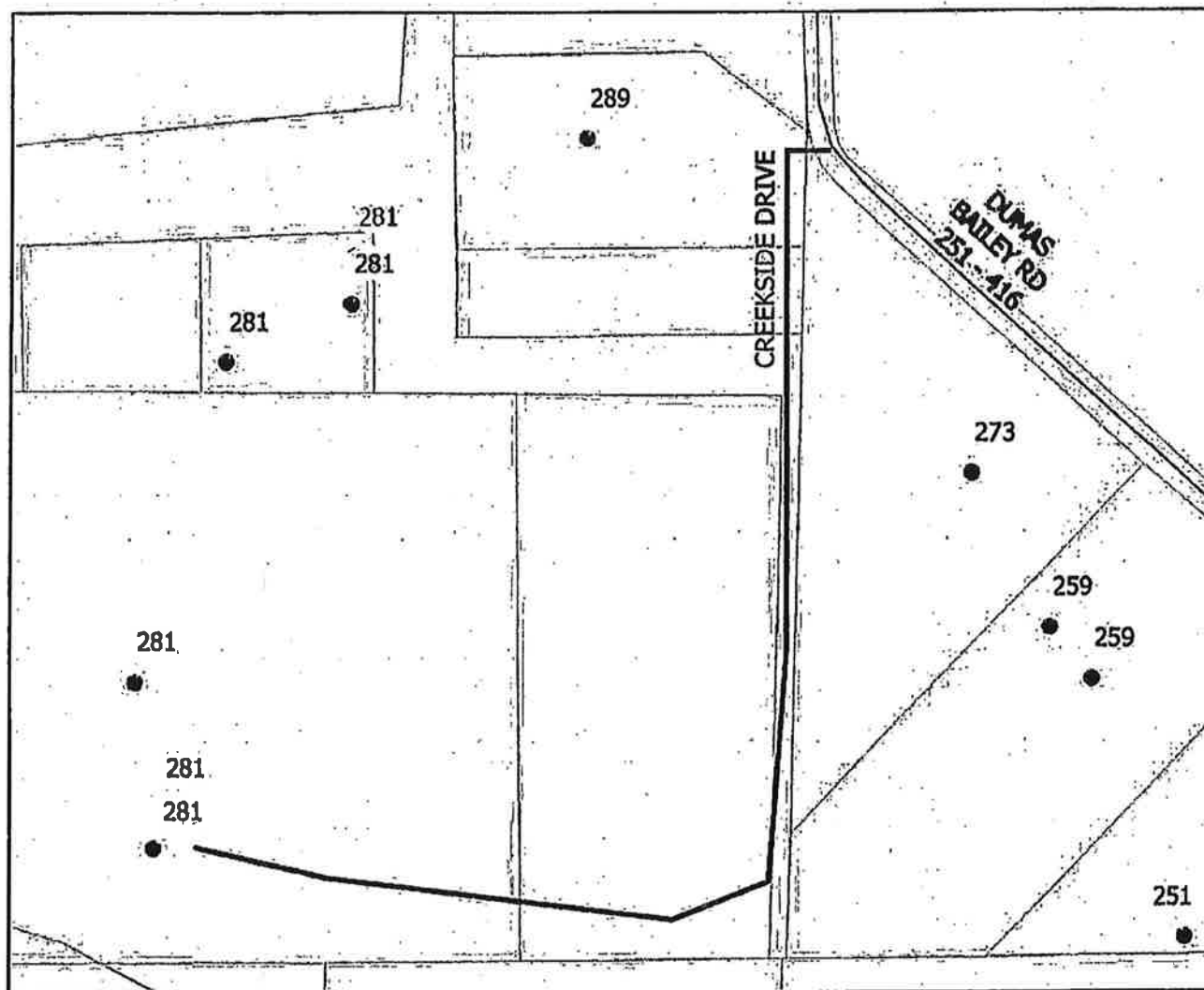
[Signature]

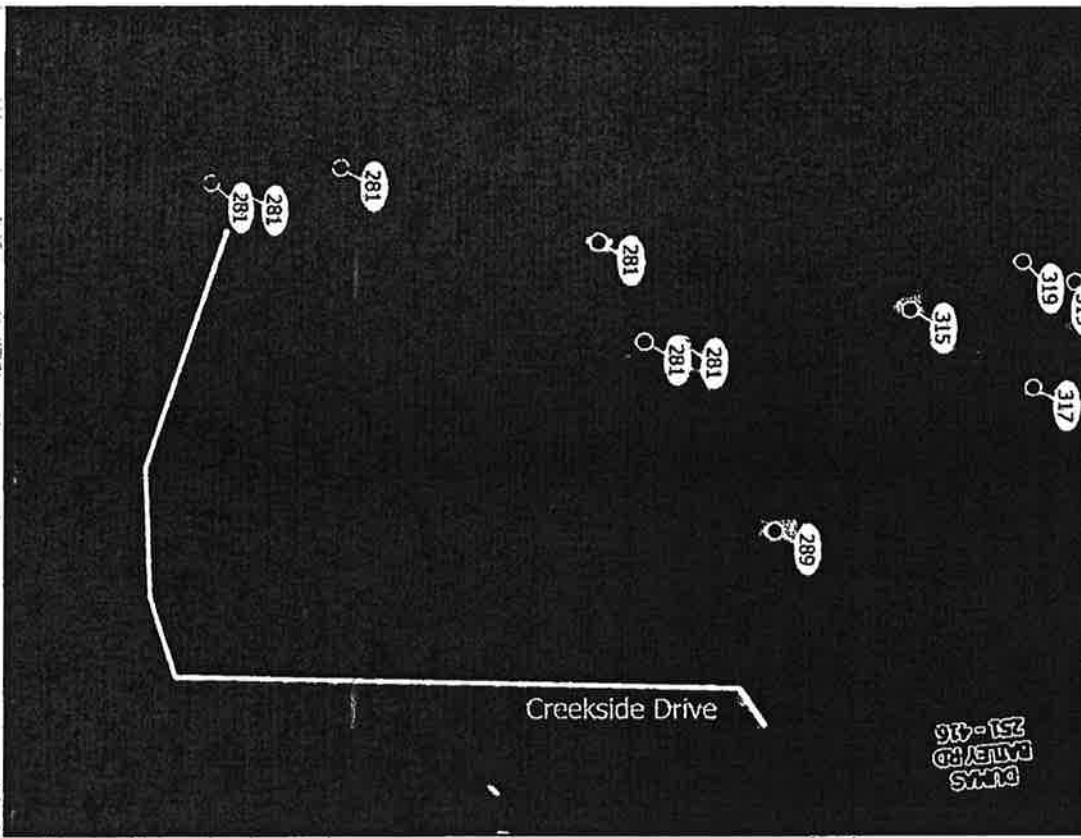
Signature

12/21/20

Date

000021

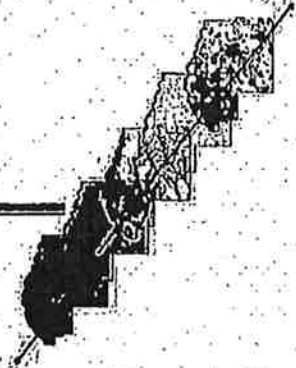




000022

000023

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: Private Road Name – **SHALLOW CREEK**
DATE: January 7, 2021

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 **Shallow Creek** and will be coming off **Moeller RD** at address range 164.

A signed petition has been obtained from all property owners, who have adjoining land to the road. The signed petition(s) 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: signature page with map

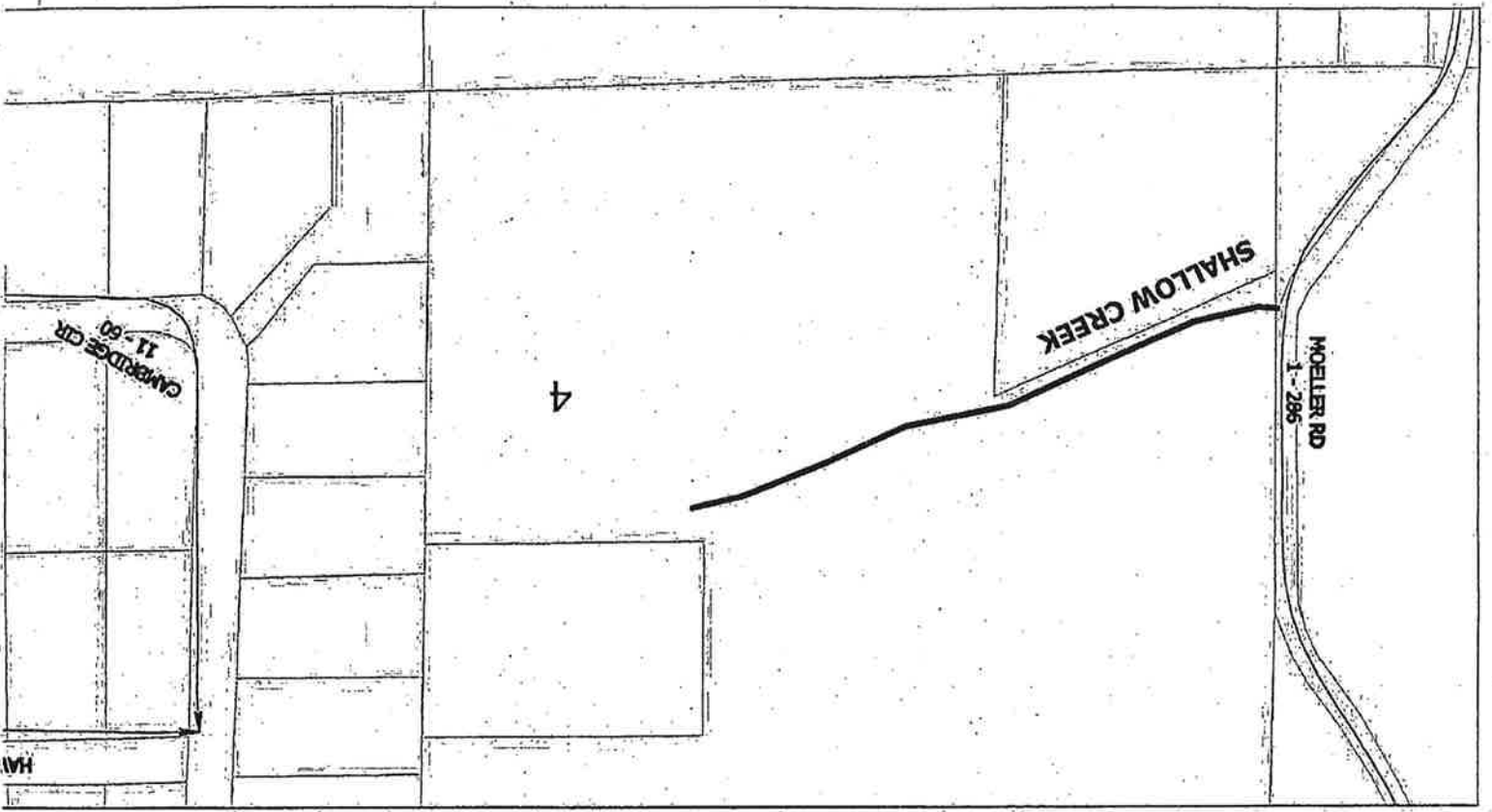
000024

MOELLER RD
1-286

SHALLOW CREEK

164

164



000025

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

Date: 1.13.21

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:

Shallow Creek

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.

6161110000000702

Tax Map Parcel Number

Jamie Penton

Signature

Jamie Penton 601-916-0138

Print Name

Tax Map Parcel Number

Signature

Print Name

164A MOELLER RD

Address

Phone No.

61600000000702

Tax Map Parcel Number

U. Pt

Signature

Christopher Penton 601-916-6238

Print Name

Tax Map Parcel Number

Signature

Print Name

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

[Signature]

Signature

1/22/21

Date

000027

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

Date: Jan 22, 2021

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:

SHALLOW CREEK

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.

616110000000700

Tax Map Parcel Number

Tax Map Parcel Number

* [Signature]
Signature

Signature

* Nathan Majone
Print Name

Print Name

Tax Map Parcel Number

Tax Map Parcel Number

Signature

Signature

Print Name

Print Name

Address

* Phone No. 985-960-934

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

[Signature]
Signature

Date

1/22/21

000028

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

Date: JAN. 13, 2021

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:

SHALLOW CREEK

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.

0161110000000701

Tax Map Parcel Number

James Skelly
Signature

JAMES SKELLY
Print Name

Tax Map Parcel Number

Signature

Print Name

161A MOELLER RD.

Address

Phone No. 504-722-0816

0161110000000701

Tax Map Parcel Number

Alice Skelly
Signature

ALICE SKELLY
Print Name

Tax Map Parcel Number

Signature

Print Name

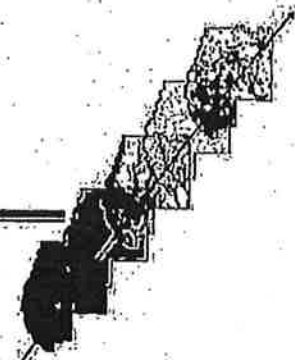
The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.

[Signature]
Signature

1/22/21
Date

000029

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: Private Road Name – RUM & CANDY LN
DATE: January 7, 2021

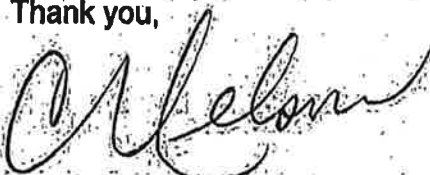
Dear Honorable Board of Supervisors,

This office is presenting a request on behalf of the residents, to name a private drive. The new private road name will be **Rum & Candy LN** and will be coming off **Fox Run South** at address range 140,

A signed petition has been obtained from all property owners, who have adjoining land to the road. The signed petition(s) 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: signature page with map

000030

CHIEF LN
1-82

FOX RUN
SOUTH
37-103

FOX RUN SOUTH
109-133

CHIEF LN
1-82

FOX RUN SOUTH
139-150

RUM AND CANDY LN

000031

FOX RUN SOUTH
139 - 150

FOX RUN SOUTH
109 - 138

RUM & CANDY LN

000032

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

Date: 1/27/2021

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:

Rum and Candy Ln.

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.

4174190000001401

Tax Map Parcel Number

Erin K. Woods

Signature

Erin K. Woods

Print Name

4174190000001402

Tax Map Parcel Number

Kimberly A. Kottemann

Signature

Kimberly A. Kottemann

Print Name

Address

Phone No.

~~4174~~ 4174190000001403

Tax Map Parcel Number

Mary L. DeVon

Signature

Mary L. DeVon

Print Name

4174190000000600

Tax Map Parcel Number

Gary M. Harrison 401 273 2551

Signature

Gary M. Harrison

Print Name

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

[Signature]

Signature

1/27/21

Date

Minute Book Text Detail

Book 0215 Page 33 CONSENT AGENDA ITEMS

Date 2/ 1/2021

ORDER TO APPROVE CONSENT AGENDA ITEMS

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

Upon motion made by Malcolm Perry and seconded by 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. Acknowledge Waste Management host fee - 4th quarter, 2020
- B. President to execute Solid Waste Assistant Planning Grant
- C. County Court Judge's Salary as per State Statutes
- D. President to execute Memorandum of Understanding with AOC
- E. President to execute Canon Rental Agreement for dispatch

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

000034



January 6, 2021

WASTE MANAGEMENT

8800 Highway 11 North
McNeill, MS 39457

Pearl River County Board of Supervisors

Attention: Board President

207 West Pearl St.

Poplarville, MS 39470

Dear Board Members:

Per the Solid Waste Disposal Agreement between Central Landfill and the Pearl River County Board of Supervisors, Central Landfill has imposed and collected a tonnage host fee on all tons generated outside of Pearl River County. The rate applied to the outside tonnage is \$1.60 per ton. Please note that there was a CPI increase effective 9/1/2020.

Below is the calculation for the 4th Quarter 2020:

	<u>Total Tons</u>	<u>Pearl River</u>	<u>Outside Tons</u>	<u>Host Fee</u>
Oct-20	5,022.01	2,459.15	2,562.86	\$4,100.58
Nov-20	4,183.75	2,594.47	1,589.28	\$2,542.85
Dec-20	4,978.15	2,797.06	2,181.09	\$3,489.74

Plus \$25.09 to adjust for the September rate increase. The increase was not captured on the 3rd quarter payment.

Enclosed is a check for \$10,183.35 for the 4th Quarter 2020 host fee.

If you have any questions or comments, please contact me at (601) 795-2500.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Boyte', written over a horizontal line.

Greg Boyte

Central Landfill – Operations Manager



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

000035

Check No. 0015029566
Check Date 01/14/2021
Check Amount \$10,183.35



US-004437 0001 0001 004461

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

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



Page 1 of 1

Date	Invoice No/Description	Amount	Discount	Total Due
01/01/2021	1140-4TH QTR 2020 HOST FEES	\$10,183.35		\$10,183.35
TOTAL				\$10,183.35

001-000-320

↓ PLEASE FOLD ON PERFORATION AND DETACH HERE ↓

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



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

0015029566

January 14, 2021

70-2328719
VOID AFTER 90 DAYS

Amount: **Ten Thousand One Hundred Eighty-Three dollars and 35 cents**

\$10,183.35

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

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

Diana A Rankin

AUTHORIZED SIGNATURE

⑈0015029566⑈ ⑆071923284⑆ 87654⑈03178⑈

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



000036
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
ADRIN LUMPKIN, JR.
County Administrator

January 27, 2021

Board of Supervisors,

Please approve the President to sign the Mississippi Department of Environmental Quality Grant Application for the Solid Waste Management Plan Comprehensive Update. We are applying for a \$60,000.00 dollar grant with a \$40,000.00 match.

Thanks,

A handwritten signature in black ink, appearing to read "Adrain", is written over the printed name.

Adrain

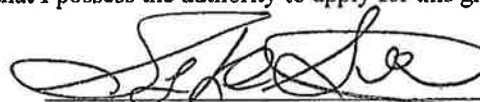
**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION**

1. Name of Applicant Pearl River County
2. Address of Applicant P.O. Box 569
City Poplarville State MS Zip 39470
3. Telephone No. of Applicant 601-403-2300
4. Contact Person Adrain Lumpkin
5. Address of Contact Person (if different than applicant) P.O. Box 569
City Poplarville State MS Zip 34970
6. Telephone No. of Contact Person 601-403-2304
7. Email Address of Contact Person alumpkin@pearlrivercounty.net
8. Grant Request Category:
☐ a. Local Government Solid Waste Assistance Grant (attach Part 2a)
 Competitive grant request ☐ Non-Competitive grant request ☐
☒ b. Local Government Solid Waste Planning Grant (attach Part 2c)
☐ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program Pearl River County Solid Waste Management Plan
Comprehensive Update
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):
 The solid waste management planning area will cover Pearl River County, MS and more specifically a 75 mile radius from Central Landfill. This area will serve a population of 55,900 based on the 2018 census data. The planning area will include the City of Picayune, City of Poplarville, the community of Hide-Away-Lake and numerous rural unincorporated areas within Pearl River County.
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
☐ yes ☒ no (If yes, please attach an explanation)
12. Certification

To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Sandy Kane Smith

Name of authorized representative (Please type or print)



Signature of authorized representative

President, Pearl River County Board of Supervisors

February 1, 2021

Title of authorized representative (Please type or print)

Date

SOLID WASTE PLANNING GRANT REQUEST FORM

PART 2c

1. Grant Applicant: Pearl River County

2. Funding Eligibility:

A. Please provide the total population of the planning area (based on the most recent census):

55,900 (2018 Census Data)

B. Based on Section III B.4. of the Grant Regulations for Waste Tire and Solid Waste Assistance Funds, check the percentage of overall project funding for which the applicant is eligible.

50% X 60% 75% 90%*

*Local governments applying for 90% funding as economically disadvantaged communities must include supporting documentation, as defined in Section III B.4.d. of the Grant Regulations for Waste Tire and Solid Waste Assistance Funds.

3. Please provide a narrative fully describing the local planning process, the local governments involved and the proposed schedule for completion of the local plan. Grant applicants that propose to utilize contractual assistance in preparing the plan shall include the name, the contact information, and the primary person(s) of contact for the contractor selected by the applicant and the reasons for the selection of the contractor.

4. Provide a breakdown of project costs for the proposed Solid Waste Planning Grant:

	Projected Costs	Grant Funds To Be Used *
Salary (Internal)	<u> </u>	<u> </u>
Salary (Contractual)	<u>See attached Estimated Project Cost</u>	<u> </u>
Travel	<u> </u>	<u> </u>
Public Outreach / Hearing	<u> </u>	<u> </u>
Publication Costs	<u> </u>	<u> </u>
Other (Please Attach Description)	<u>\$100,000</u>	<u>\$60,000</u>
Total Costs	<u>\$100,000</u>	<u>\$60,000</u>

* The percentage of grant funds used should be equal to the eligible funding percentage identified in Part 2.B. above.

Solid Waste Planning Grant Part 3: Narrative

The Interim Executive Director of the Mississippi Department of Environmental Quality (MDEQ) issued Administrative Order No. 7049 20 on June 23, 2020 requiring a comprehensive update of Pearl River County's solid waste management plan. To complete this request, Pearl River County Board of Supervisors has contracted with Dungan Engineering, PA (County Engineer) and EarthCon Consultants to develop and provide a Solid Waste Management Plan (SWMP) comprehensive update. The comprehensive updated SWMP will adequately include the minimum information by law and meet the current standards / regulations as described in the MDEQ Solid Waste Management Plan Guidance document dated November 2012.

The current SWMP on file with MDEQ was developed in 1992 to comply with the Mississippi Solid Waste Management Planning Act of 1991 approved by the State legislature. The 1992 SWMP has been updated a few times; however, a comprehensive update has not been done to date. The purpose of this comprehensive update of the SWMP is to develop a plan that will be a strategic planning tool for solid waste source reduction, reuse, recycling, collection, transfer, and safe disposal initiatives for the next 20 years. In addition, the SWMP will ensure a plan is in place with adequate disposal capacity for the proper disposal of solid waste for the next 20 years.

The SWMP will be used by Pearl River County and local government agencies as well as residents, and industries within the planning area. Pearl River County contains the two incorporated areas of Picayune and Poplarville along with multiple unincorporated communities.

To complete the SWMP comprehensive update the County has contracted with Dungan Engineering, PA (County Engineer) and EarthCon Consultants. Dungan Engineering, PA was selected as a professional consultant due to the County's long professional relationship with H. Les Dungan, III, P.E., P.L.S. Mr. Dungan serves as the County Engineer and has vast knowledge of the County's solid waste operating procedures. In addition, Mr. Dungan has great working relationships with the City of Picayune, Town of Poplarville, and other local entities that have data and information that must be obtained for the SWMP. After much consideration, EarthCon Consultants were chosen as an environmental subconsultant. EarthCon Consultants were chosen due to their professional knowledge and background in developing SWMP and are on MDEQ's approved list of local solid Waste Management planning consultants.

EarthCon Consultants will be primarily responsible for the development of the SWMP report including review of previous SWMP and documents; SWMP report preparation, regulatory communication, and document production. Dungan Engineering, PA will assist the County in gathering information and data as required for the development of the SWMP, provide project management and administration in coordination with EarthCon Consultants and MDEQ, attend site visits, assist EarthCon Consultants in the existing documents review, assist EarthCon Consultants with notices and public meetings, assist the County in grant applications, and provide a peer review of the draft SWMP report throughout the document preparation. The County, City of Picayune, City of Poplarville, and Central Landfill will assist Dungan Engineering, PA and EarthCon Consultants as required to gather information and data required for the SWMP comprehensive update.

000040

A draft of the updated plan will be submitted to MDEQ on or before December 31, 2021. Please refer to the attached Estimated Project Schedule for a detailed timeline. Your point of contact will be the following:

H. Les Dungan, III, P.E., P.L.S., County Engineer
Dungan Engineering, PA
1574 Highway 98 East
Columbia, MS 39429
Office: 601-731-2600
Cell: 601-441-6411
Email: les@dunganeng.com



1574 Highway 98 East Columbia, MS 39429
(T) 601-731-2600 (F) 601-736-6501

Estimated Project Cost
Solid Waste Management Plan Comprehensive Update
Pearl River County, MS

Description of Task	Projected Cost	Grant Funds to Be Used (60%)
Project Management & Administration	\$5,000.00	\$3,000.00
Data and Information Gathering	\$15,000.00	\$9,000.00
County Site Visits	\$12,500.00	\$7,500.00
Existing Documents Review	\$4,500.00	\$2,700.00
SWMP Comprehensive Plan Update Preparation	\$49,000.00	\$29,400.00
SWMP Peer Review	\$5,000.00	\$3,000.00
Public Outreach, Notices & Public Hearings	\$3,000.00	\$1,800.00
Regulator Communication	\$3,000.00	\$1,800.00
Publication Cost	\$3,000.00	\$1,800.00
Total Estimated Project Cost	\$100,000.00	\$60,000.00

Note: Population is 55,900 based on the 2018 census data. Percentage of grant funds shown (60%) are based on Section III B.4. of the Grant Regulations for Waste Tire and Solid Waste Assistance Funds.

[illegible]

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



000043
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

January 27, 2021

Board of Supervisors,

Please approve the salary increase for the County Court Judge position as per Section 9-9-11(1) of the Mississippi Code and per attached information from the Supreme Court of Mississippi.

Thanks,

A handwritten signature in black ink, appearing to be "Adrain", written over the printed name "Adrain".

Adrain



000044

SUPREME COURT OF MISSISSIPPI

POST OFFICE BOX 117
JACKSON, MISSISSIPPI 39205
TELEPHONE (601) 359-3731

Dear Administrator:

The salaries for chancery and circuit judges were updated effective January 1, 2021 (see attached correspondence).

Section 9-9-11(1), Mississippi Code of 1972, states:

Except as otherwise provided in subsections (2), (3) and (4), the county court judge shall receive an annual salary payable monthly out of the county treasury in an amount not to exceed One Thousand Dollars (\$1,000.00) less than the salary which is now or shall hereafter be provided for circuit and chancery judges of this state, in the discretion of the board of supervisors of said county; provided, however, that the salary of such judge shall not be reduced during his term of office. Provided further, that the office of county court judge in any county receiving an annual salary of Thirty-six Thousand Dollars (\$36,000.00) or more shall be a full-time position, and the holder thereof shall not otherwise engage in the practice of law

Section 9-9-11(8), Mississippi Code of 1972, states:

a) There shall be transferred to the county for each county court judge, payment to be made in monthly installments from the Judicial System Operation Fund created under Section 9-21-45, an annual salary supplement of:

(i) From and after January 1, 2013, through December 31, 2013, the sum of Seven Thousand Nine Hundred Fifty-seven Dollars and Fifty Cents (\$7,957.50), plus any applicable fringe benefits resulting from this amount;

(ii) From and after January 1, 2014, through December 31, 2014, the sum of Fifteen Thousand Nine Hundred Fifteen Dollars (\$15,915.00), plus any applicable fringe benefits resulting from this amount;

(iii) From and after January 1, 2015, through December 31, 2015, the sum of Twenty-three Thousand Eight Hundred Seventy-two Dollars and Fifty Cents (\$23,872.50), plus any applicable fringe benefits resulting from this amount; and

(iv) From and after January 1, 2016, through December 31, 2019, the sum of Thirty-one Thousand Eight Hundred Thirty Dollars (\$31,830.00), plus any applicable fringe benefits resulting from this amount.

(b) From and after January 1, 2019, and every four (4) years thereafter, the annual salary in this subsection (8) shall be adjusted according to the level of compensation recommended by the State Personnel Board for county court judges in the board's most recent report on judicial salaries, as required under Section 25-9-115, to the extent that sufficient funds are available.

The Administrative Office of Courts is responsible for paying, in monthly installments, the amount of the increase set by statute plus any associated benefits resulting from the increase in pay. These benefits are limited those which increase due to the raise, (i.e. FICA and Retirement, etc.). In order to properly transfer these funds, the AOC is requesting the following as soon as possible:

1. Documentation that the raise was granted by the Board of Supervisors or other authority which includes the amount of the raise and resulting annual salary.
2. Documentation of the increased fringe to be paid by your County. Please provide both the percentage and dollar amounts these fringes.
3. Normal payroll periods as paid by your County (monthly, bi-monthly or bi-weekly).

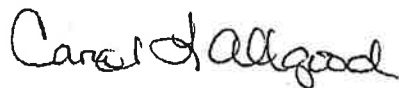
The amounts provided in this documentation will be added to the amounts which are currently being transferred to your county. Adjustments to the prior amounts will be made only if the percentages of the fringe benefits have changed.

This information should be submitted as soon as possible to the following address, emailed to callgood@courts.ms.gov or faxed to 601-359-3203.

Supreme Court of Mississippi
Attn: Carol L. Allgood, Finance Director
P. O. Box 117
Jackson, MS 39201

If you have any questions or need additional information, please contact me via email or at 601-359-3731.

Sincerely,



Carol L. Allgood
Finance Director
Supreme Court of Mississippi



000046

**SUPREME COURT OF MISSISSIPPI
ADMINISTRATIVE OFFICE OF COURTS**

POST OFFICE BOX 117
JACKSON, MISSISSIPPI 39205
TELEPHONE (601) 576-4630
FAX (601) 576-4639

January 20, 2021

Via Email

All Chancellors and Circuit Court Judges
State of Mississippi

Re: Updated Judicial Salaries

Chancellors and Circuit Judges:

Enclosed please find correspondence from the State Personnel Board delivered to the Legislature last week, with attachments, regarding updated judicial salaries, effective January 1, 2021.

Respectfully,

A handwritten signature in dark ink, appearing to read "Lisa Counts", is written over a horizontal line.

Lisa Counts
Interim Director

Enclosures



000047

RECEIVED
JAN 19 2021
CHIEF JUSTICE

MISSISSIPPI STATE PERSONNEL BOARD

KELLY HARDWICK
EXECUTIVE DIRECTOR

January 16, 2021

Via Hand Delivery:Hon. Philip Gunn, House Speaker
Mississippi State Capitol
Jackson, Mississippi 39201Hon. Delbert Hosemann, Lt. Gov.,
Mississippi State Capitol
Jackson, Mississippi 39201

Re: Judicial Salaries

Dear Mr. Speaker and Gov. Hosemann:

I hope this letter finds you well as we embark upon the 2021 legislative session. I wanted to take this opportunity to update you on salaries for the judicial branch of government. The Court recently took steps to implement upward salary adjustments for circuit court judges, chancellors, judges of the Mississippi Court of Appeals, and the Mississippi Supreme Court's justices utilizing the authority granted by the legislature in the Mississippi Code.

Last fall, the Court requested MSPB's interpretation of *Miss. Code Ann. § 25-3-35*. In response to this request, we undertook a great deal of research that culminated in the attached correspondence from September 25, 2020. See Attachment 1. On December 21, 2020, we received from the Court their course of action. See Attachment 2. In compliance with the request, MSPB notified the Court of the updated judicial salaries in the Statewide Payroll and Human Resource System (SPAHRs) effective January 1, 2021, for each job classification outlined and that the Court could implement accordingly.

The legislature should be commended for taking steps such as these, steps that will ensure that Mississippi continues to recruit and retain the best and brightest for the bench. Allowing the Judiciary this flexibility will enable Mississippi to close the judicial pay gap with neighboring states. Additionally, the methodology enables the Court to exercise fiscal prudence. The funds to implement this will not increase the state's general fund burden because the legislature had the foresight years ago to create the Judicial System Operation Fund codified at *Miss. Code Ann. § 9-21-45*. MSPB provides the Court and all other state government branches with appropriate salary data each year, and this implementation uses the more conservative estimates for FY 2021 rather than FY 2022.

The template enacted by the legislature gives the flexibility and seamless transition to serve Mississippi's taxpayers more efficiently. Likewise, the legislature could implement a similar methodology for other elected officials. In the same spirit, as you are aware, MSPB is overhauling and completely re-writing the Variable Compensation Plan to grant agency heads and appointing authorities the means of adequately recruiting, compensating, and retaining their employees. In turn, this will allow the legislature to have more accurate data on personnel costs, making agencies more accountable for spending taxpayer dollars.

Again, thank you for your hard work in making Mississippi government more efficient and transparent. If you have any questions, please don't hesitate to contact me. With warmest personal regards, I remain,

Very sincerely yours,

MISSISSIPPI STATE PERSONNEL BOARD

By:


Kelly Hardwick, State Personnel Director

Cc: Hon. Michael K. Randolph
Hon. Briggs Hopson
Hon. John Read

Attachments (2)

000049



KELLY HARDWICK
EXECUTIVE DIRECTOR

September 25, 2020

Via Hand Delivery:

Hon. Michael K. Randolph
Chief Justice, Supreme Court of Mississippi
Gartin Justice Building
450 High Street
Jackson, Mississippi 39201

Re: Judicial Salary Authority

Dear Chief Randolph:

You asked the opinion of the Mississippi State Personnel Board about salary-setting authority for members of the judicial branch. Our opinion is based upon a review of pertinent statutory authority. Under the provisions of Miss. Code Ann. § 25-3-35, the authority for setting judicial salaries lies within the judicial branch.

As of 2017 and every four years following, the Mississippi State Personnel Board is required to "prepare a written report to the Legislature that examines, evaluates and recommends an adequate level of compensation for the justices of the Supreme Court, the judges of the Court of Appeals, the judges of the chancery and circuit courts, the judges of the county courts, judicial staff attorneys, and law clerks."¹ For years, the salaries of the elected judiciary have been set by the legislature in line item. But as of January 2019, the salaries for Justices of the Supreme Court of Mississippi, Judges on the Mississippi Court of Appeals, and Chancellors and Circuit Court Judges "shall be fixed at the level of compensation recommended by the State Personnel Board according to the board's most recent report on judicial salaries, as required under Section 25-9-115..."² There are only two caveats to that: 1) The funding must be available for those salaries; and 2) The salaries cannot become effective "until the commencement of the next immediately succeeding term of office."³

¹ Miss. Code Ann. § 25-9-115.

² Miss. Code Ann. § 25-3-35(4).

³ Id.

Ensuring a Quality Workforce

210 East Capitol Street, Suite 800 • Jackson, Mississippi 39201
Phone (601) 359-1400 • Fax (601) 359-2729 • www.mspsb.ms.gov

000050

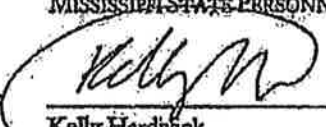
It is, therefore, our opinion that the Supreme Court of Mississippi, as head of the judicial branch of Mississippi government, has the authority to set the salaries of its Justices, the judges of the Mississippi Court of Appeals, and Chancery and Circuit Court Judges. How the Court chooses to administer those provisions and comply with the two conditions (the level of funding and timing of implementation) is within its discretion.

If you should have any other questions or concerns, please feel free to contact our office.

~~Respectfully submitted,~~

MISSISSIPPI STATE PERSONNEL BOARD

By


Kelly Hardwick
State Personnel Director

Cc: Hubbard T. Saunders, IV

**SUPREME COURT OF MISSISSIPPI**

POST OFFICE BOX 117
JACKSON, MISSISSIPPI 39208
TELEPHONE (601) 359-3597

MICHAEL K. RANDOLPH
CHIEF JUSTICE

JAMES W. KITCHENS
LESLIE D. KING
PRESIDING JUSTICES

JOSIAH D. COLEMAN
JAMES D. MAXWELL II
DAWN H. BEAM
ROBERT P. CHAMBERLIN
DAVID M. ISHEE
T. KENNETH GRIFFIS, JR.
JUSTICES

HUBBARD T. SAUNDERS IV
COURT ADMINISTRATOR
AND COUNSEL

December 21, 2020
Via Email and Hand Delivery

Kelly Hardwick, Executive Director
Mississippi State Personnel Board
210 East Capitol Street, Suite 800
Jackson, MS 39201

Dear Director Hardwick,

I write to follow up on our conference earlier this fall and confirm recent conversations regarding judicial salaries, as recommended by the Mississippi State Personnel Board. The establishment of judicial salaries, as indicated in your September 25, 2020 letter, is ultimately determined by the Judicial Branch, as long as those salaries do not exceed the recommendations made by the Mississippi State Personnel Board. Finally, confirming our discussion today, from this point forward, judicial salary recommendations will be on an annual basis.

Mississippi Code Section 23-9-115, effective date July 1, 2012, requires the Mississippi State Personnel Board to "prepare a written report to the Legislature that examines, evaluates and recommends an adequate level of compensation for the justices of the Supreme Court, the judges of the Court of Appeals, the judges of the chancery and circuit courts, the judges of the county courts, judicial staff attorneys, and law clerks." Further, Mississippi Code Section 25-3-35 declares that from January 2019 forward the annual salaries of justices and judges shall be fixed at the level of compensation recommended by the State Personnel Board according to the Board's most recent report on judicial salaries.

Page 2
 Dir. Hardwick
 December 21, 2020

We have been provided the Mississippi State Personnel Board's recommendations for fiscal year 2022 salaries. It would be premature to utilize these most recent recommendations since the salary increases the Judicial Branch is implementing shall be set to begin on January 1, 2021. We understand that the Mississippi State Personnel Board's prior recommendation for judicial salaries was as follows:

CHANCERY JUDGE	\$149,000.00
CIRCUIT JUDGE	\$149,000.00
COURT OF APPEALS-ASSOC JUDGE	\$158,670.76
COURT OF APPEALS-CHIEF JUDGE	\$161,684.72
SUPREME COURT, ASSOCIATE JUSTICE	\$166,803.31
SUPREME COURT, PRESIDING JUSTICE	\$169,633.21
SUPREME COURT, CHIEF JUSTICE	\$174,198.53

The Judicial Operations Fund is administered by the Court through the Administrative Office of Courts as codified in Mississippi Code Section 25-3-35. The Court and Administrative Office of Courts have confirmed with the Department of Finance and Administration that funds are available in the Judicial Operations Fund, as created by the Legislature in Mississippi Code Section 9-21-45 in 2010, to fully fund the Mississippi State Board's recommendations.

As Chief Justice, in my capacity as Chief Administrative Officer of all courts in the state, the salaries for judges and justices shall be as follows:

CHANCERY JUDGE	\$149,000.00
CIRCUIT JUDGE	\$149,000.00
COURT OF APPEALS-ASSOC JUDGE	\$158,500.00
COURT OF APPEALS-CHIEF JUDGE	\$161,500.00
SUPREME COURT, ASSOCIATE JUSTICE	\$166,500.00

Page 3
Dir. Hardwick
December 21, 2020

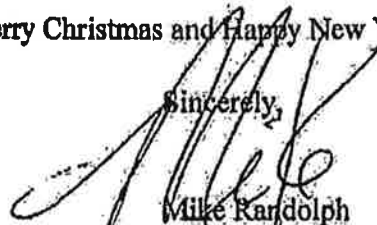
SUPREME COURT, PRESIDING JUSTICE	\$169,500.00
SUPREME COURT, CHIEF JUSTICE	\$174,000.00

Since 2017, the Mississippi State Personnel Board has prepared written reports, including January 2019 as provided in Mississippi Code Section 25-3-35. That date was selected by the Legislature to uniformly increase the trial judges's salaries, as they all would begin a new term of office at that time. Thus, the statutory requirement related to the commencement of the next immediately succeeding term of office is met. Utilizing any other date would result in judges and justices receiving disparate salaries while serving in the same office, which would be inconsistent with established practice, tradition, and custom.

You are directed to notify the Department of Finance and Administration that these salaries are effective January 1, 2021. You are further directed to instruct DFA to take such actions as necessary to assist the Administrative Office of Courts and the Finance Office of the Courts in effecting same.

I wish you a very Merry Christmas and Happy New Year.

Sincerely,



Mike Randolph
Chief Justice

MKR/ks

cc: Carol Allgood, Finance Director of the Mississippi Supreme Court
Lisa Counts, Deputy Director of Administrative Office of Courts

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the Effective Date, by and between **Pearl River County Board of Supervisors** and **Mississippi Administrative Office of the Courts (AOC)**, a public administrative office organized under the laws of the state Mississippi, and are sometimes referred to individually as a Party and collectively as the Parties. In consideration of the terms of this MOU, the Parties agree as follows:

1. Purpose

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

2. Responsibilities of the Parent Attorney Task Force Committee

The Parent Attorney Task Force Committee will allocate Fifteen Thousand and no/100 Dollars (\$15,000.00) from the Casey Family Programs funds to the Administrative Office of Courts, conditioned upon a Fifteen Thousand and no/100 Dollars (\$15,000.00) match of funds from Pearl River County Board of Supervisors for parent attorney(s) to represent Pearl River County Youth Court parents (defendants) in child abuse and neglect cases when children have been removed from the home, or to prevent removal from the home.

3. Responsibilities of the Parent Attorney(s)

Parent Attorney(s) selected to participate, shall be an employee of Pearl River County and paid at an hourly rate of not less than Fifty Dollars (\$50.00) per hour. Attorneys shall submit time sheets to Pearl River County and the Administrative Office of Courts. Notwithstanding the foregoing, attorneys shall not be entitled to payment for an invoice if the services billed have not been performed according to this MOU.

Contract Attorneys agree:

- a. Prior to accepting court appointment to represent parents in abuse or neglect cases, attorney will adhere to county/court's jurisdiction, training and mentoring requirements.
- b. Provide legal representation for parents whose children were removed as a consequence of allegations of abuse and/or neglect.
- c. Cooperate and communicate with county/court liaison and other professionals connected to the case.
- d. Represent parents in Shelter Hearings, in the pre-petition phase of a case, at Adjudication Hearings, Disposition Hearings, Review Hearings, Permanency

Hearings as well as Foster Care Review Hearings as permitted within the state/county.

- e. Establish regular attorney-client contact.
- f. Regularly communicate with client prior to court proceedings on matters related to the case, such as allegations, orders issued against client, client rights, cooperation with service plans and court orders, other court protocols.
- g. Work with client to develop a case timeline and tickler system.
- h. Make sure to clarify and provide client with copies of petitions, court orders service plans and other relevant case documents.
- i. Avoid potential conflicts of interest that would interfere with competent representation of the client.
- j. Act in a culturally competent manner with regard to the client's socioeconomic position throughout all aspects of representation.
- k. Communicate with attorneys from Attorney General's Office, which represents MDCPS, in reaching permanency options for the family.
- l. Obtain all necessary documents, including copies of all pleadings and relevant notices, and information from caseworker and providers.
- m. Submit itemized invoices monthly that at a minimum identify: detailed description of services provided, name of person providing the services, date of service for each service provided, number of hours/minutes for each service provided, charge for each service rendered, address, phone number and tax ID number and any additional information Mississippi Center for Legal Services, Inc. requires.
- n. Participate in annual parent defender certification continuing legal education.
- o. Provide to the Office of State Public Defender and the Administrative Office of Courts the same data measures for Pearl River County as other parent attorney sites are required to collect to ensure a unified data report across all the Mississippi parent representation sites. No reimbursement request will be processed unless the data measures report is included.

4. Responsibilities of the Administrative Office of Courts

The Administrative Office of Courts will facilitate the reimbursement to Pearl River County for one-half of the payment to the attorney(s) within Thirty (30) days after receipt of the monthly time sheet, data measures and Fiscal Report requesting reimbursement, due on the 10th day of each month, up to Fifteen Thousand and no/100 Dollars (\$15,000.00) between January 1, 2021 (or hire date of attorney(s) and December 31, 2021, and thereafter if funds are available and this MOU is not terminated. If funds are not available, this MOU will terminate.

5. Responsibilities of Pearl River County Board of Supervisors

- a. Pearl River County Board of Supervisors shall allocate up to Fifteen Thousand and no/100 Dollars (\$15,000.00) for parent attorney(s) in Pearl River County Youth Court.
- b. Pearl River County Board of Supervisors shall issue payment directly to the parent attorney(s) monthly, and bill the Administrative Office of Courts within Thirty (30) days after receipt of the monthly time sheet requesting reimbursement, due on the 10th day of each month, for one-half of the monthly payment, up to Fifteen Thousand Dollars and no/100 Dollars (\$15,000.00).

6. Term

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

7. Termination.

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

8. Effect of Termination.

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

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

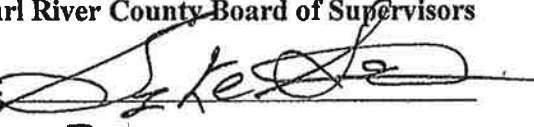
AOC agrees to take all reasonable and necessary steps to facilitate reimbursement of funds available from the federal government including entering agreements with the Mississippi Department of Child Protection Services and securing authorization from the Mississippi Legislature for expenditure of such funds for parent defense purposes. The County shall assist AOC in verifying the total expenditure of public funds for parent defense within the jurisdiction.

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Any reimbursement of federal funds attributed to county expenditures shall be used to ensure the county is providing no more than fifty percent (50%) of the total agreed upon cost of parent defense in the jurisdiction before funds are used in another jurisdiction.

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

Pearl River County Board of Supervisors

By: 

Title: PRESIDENT

Dated: 2-1-21

Notice Address:

Pearl River County Board of Supervisors

P. O. Box 569

Poplarville, MS 39170

Attn: _____

Telephone: _____

Fax: _____

E-Mail: _____

**Mississippi Administrative Office of
Courts**

By: _____

Lisa Counts

Title: Interim Director

Dated: _____

Notice Address:

Mississippi Administrative Office of
Courts

Post Office Box 117

Jackson, Mississippi 39205

Attn: Lisa Counts

Telephone: (601) 359-3470

Fax: (601) 576-4639

E-mail: lcounts@courts.ms.gov



CANON SOLUTIONS AMERICA

Pearl River CountyMFP Quote S1146929

Mississippi State Contract # 8200050618

IMAGERUNNER ADVANCE DX527IF

The New ImageRunner Advanced DX Series comes with Improved security, scanning, and Power Apps. Power Apps can be used with a yearly subscription.

LEASE TO PARTY

Name: PEARL RIVER COUNTY
Address: 917 Goodyear Blvd.
City, State, Zip: Picayune, MS 39466

We deliver according to the following terms:

Payment Terms: 36 Month Rental Agreement
Ship Via: Ground
Terms of Delivery: Onsite network install and setup

Material#	Material Description
3893C008	IMAGERUNNER ADVANCE DX 527IF Print up to 55 ppm (BW). Print on up to 8-1/2" x 14" size media. Scan up to 200 lpm (300 dpi, BW, color, duplex). 3,300-sheet maximum paper capacity. Ships standard with 100 sheet Single Pass Duplexing Automatic Document Feeder, 550-sheet Cassette, 100-sheet Stack Bypass, UFRII/PCL/PS Printing, Direct PDF/XPS Printing, Color Universal Send with PDF High Compression, Encrypted PDF, Digital Signature PDF (Device and User Signature), Trace and Smooth PDF, Fax, Searchable PDF/XPS, OOXML Access Management System, HDD Data Erase, Data Encryption (FIPS-140-2), IP Sec, Encrypted Secure Print, Secure Watermark, Web Browser, Color Image Reader, Ethernet 1000Base-T/100Base-TX/10Base-T, USB 2.0/3.0 Connectivity, Wifi Connectivity, Remote Operator's Software Kit, Color Network ScanGear, 3 GB RAM, and 250 GB HDD. Toner Cartridge not included with main unit.
2916C001	CASSETTE FEEDING UNIT-AR1 Adds one additional 550-sheet cassette and a wheeled stand for floor standing use. The total paper capacity becomes 1,200 sheets (550 x 2 + 100 Stack Bypass). Cannot be installed with Cassette Module-AG1, Envelope Cassette Module-A1, and High Capacity Cassette Feeding Unit-D1.
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D

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120V /20 Amp (60Hz, single phase, 3 wire with dedicated ground). Includes one NEMA 5-20R pigtail, two NEMA 5-20R receptacles, Ethernet and modem ports, and LCD Event Monitor. Includes ESP's Lifetime Protection Guarantee, which safeguards connected equipment and provides coverage for power related "Acts of God"- for life. Should the ESP filter fail and the Canon hardware is damaged by an electrical transient, ESP will reimburse for parts replacement, travel and labor at CSA cost, up to full value replacement.

Quantity		Unit Price		Extended Price	
Item #	Item Description	Copies Per Minute B&W/Color	36 Month Rental	Monthly Base	B&W Click
3893C008AA	imageRUNNER ADVANCE DX 527iF	55	\$ 64.07	\$ 6.00	\$0.00980
2916C001AA	Cassette Feeding Unit-AR1		\$ 10.14		
6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$ 5.36		
Total			\$85.57		

Tax not included

Service contract billed Monthly includes onsite labor, parts, and supplies pricing below
B&W: \$0.0098

Canon
CANON SOLUTIONS AMERICA

Vanessa McGuinness
Account Executive

Canon Solutions America, Inc.
3850 N. Causeway Blvd., Metairie, LA 70002
www.csa.canon.com
vmcguinness@csa.canon.com
C 228-256-9366

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

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This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **Pearl River County, Mississippi** (hereinafter referred to as Customer), and **Canon USA, Inc** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

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12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

000066

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ____.

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 1st day of February, 2021.

Customer: Pearl River County

By: 

Authorized Signature

Printed Name: SANDY KANE-SMITH

Title: PRESIDENT

**EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)**

000067

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: Canon Solutions America

Customer Agency Name: Pearl River County

Bill To Address:

Name: PEARL RIVER COUNTY
Address: 917 Goodyear Blvd.
City, State, Zip: Picayune, MS 39466

US Ship To Address:

Name: PEARL RIVER COUNTY
Address: 917 Goodyear Blvd.
City, State, Zip: Picayune, MS 39466

Description of Equipment, Software, or Services

Item #	Item Description	Copies Per Minute B&W/Color	36 Month Rental	Monthly Base	B&W Click
3893C008AA	imageRUNNER ADVANCE DX 527iF	55	\$ 64.07	\$ 6.00	\$0.00980
2916C001AA	Cassette Feeding Unit-AR1		\$ 10.14		
6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		\$ 5.36		

Price \$85.57

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:

Rental Term: (Number of Months): 36
Start Date: 2/1/2021
End Date: 1/31/2024

Modifications: All-inclusive Maintenance: Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paying per copy per B/W.0098

Vendor Signature

Customer Signature

ORDER TO APPROVE TRAVEL

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of travel for county employees and officials.

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

Be It Ordered by the Pearl River County Board of Supervisors to approve travel for the following listed officials and county employees to attend various workshops, seminars and meetings listed below and that reimbursement for any expenses incurred be and is hereby approved, including, but not limited to, travel, meals, lodging registration fees and other expenses incidental to said workshops, seminars, and meetings.

Anita Sumrall, Lauren Robertson and Jeff Caillouet to a Virtual Conference on May 17-19, 2021 and May 24-26, 2021

Jacintha Taylor, Rebecca Taylor, Tommy Breland, Michelle Vogt to Training in Meridian, MS on February 9, 2021

Judge Lumpkin, Mona Martin, Scott Hillery, Lisa McGloflin, and Tonya Tynes to National Conference in Dallas, TX on March 20-25, 2021

Randy Messa and Marcus Ogden, Sr. to Polygraph Seminar in Pigeon Forge, TN on March 15-18, 2021

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

000069

OFFICE OF THE DISTRICT ATTORNEY
FIFTEENTH CIRCUIT COURT DISTRICT

P.O. BOX 584
POPLARVILLE, MS 39470

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



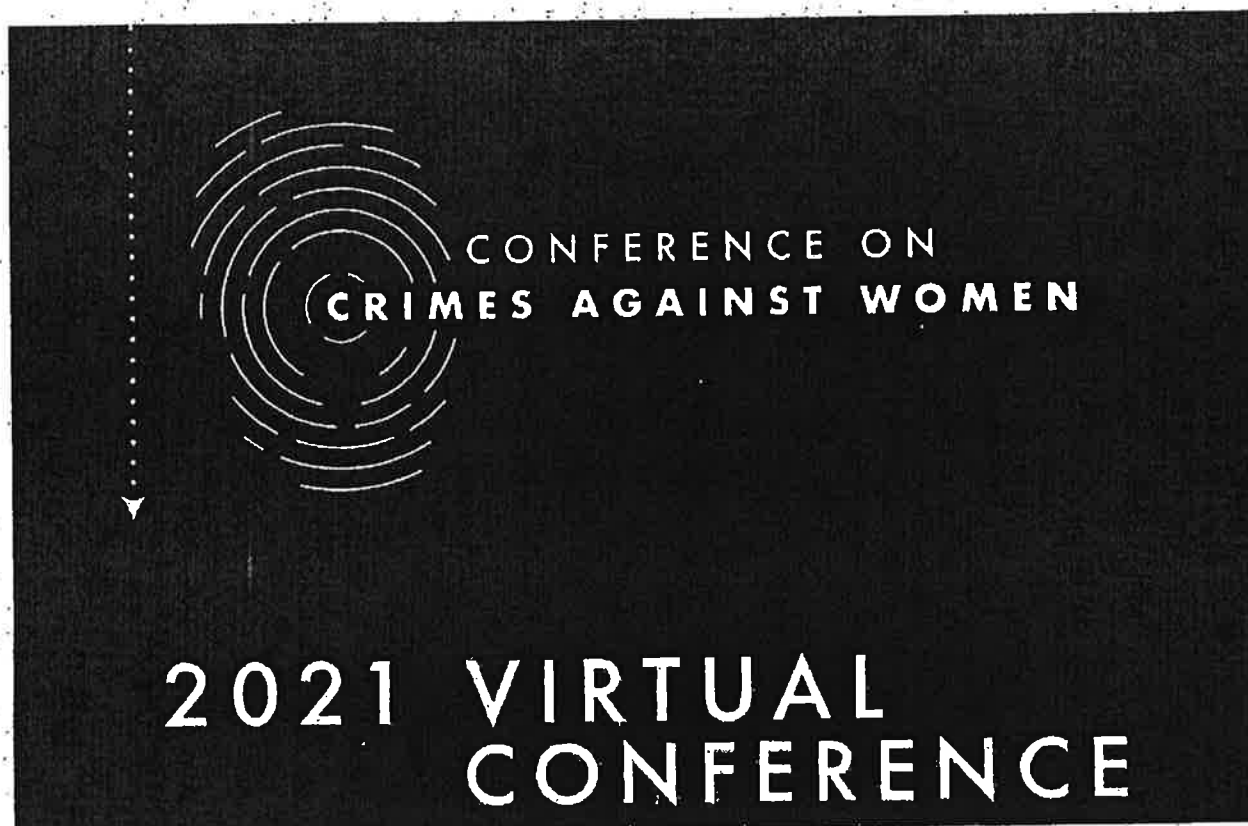
601-403-2350
FAX: 601-403-2353
VICTIMS LINE: 601-403-2356

HALDON J. KITTRELL
DISTRICT ATTORNEY

January 21, 2021

Honorable Board of Supervisors,

Please approve for Anita Sumrall, Lauren Robertson and Jeff Caillouet to attend the 16th Annual Conference on Crimes Against Women, May 17 - 19, 2021, and May 24 - 26, 2021, as a Virtual Conference. The registration fees will be \$400.00 each if they are paid in the month of February, 2021. This will be paid from the VOCA Grant monies.



Registration is now open for the
16th Annual Virtual Conference on Crimes Against
Women!

May 17-19 & 24-26, 2021

This year's Virtual Conference will feature 6 half-days of
training split over 2 weeks to allow for maximum
flexibility in your schedule!

Login to watch live or view on demand later.

Exhibitor registration opening soon!

Please note: We will not be offering cancellations for the 2021 Virtual
Conference.

You may substitute your registration with another attendee by logging in
through your confirmation email.

Payments must be made during registration by credit or debit card.
Groups needing to pay by purchase order may request an invoice by
contacting info@conferencecaw.org

Register Now

[New Registration](#) 

[Modify Registration](#) 

[Tell a Friend](#) 

**EXHIBITOR
REGISTRATION
COMING SOON!**

Share this event:

☐ ☐ ☐



SAVE THE DATE

MAY
17 - 19
&
24 - 26
2021

THIS YEAR'S VIRTUAL CONFERENCE WILL FEATURE 6 DAYS OF TRAINING SPLIT OVER 2 WEEKS TO ALLOW FOR MAXIMUM FLEXIBILITY IN YOUR SCHEDULE!
LOG IN TO WATCH LIVE OR VIEW ON DEMAND LATER.

THE CONFERENCE on Crimes Against Women (CCAW) is the national clearinghouse of best practices for law enforcement, prosecuting attorneys, advocates, medical personnel, emergency telecommunicators, probation and parole officers and others who work in the area of crimes against women. Recognizing that these crimes are unique in nature, CCAW provides the most up-to-date, relevant and effective training and techniques that exist to battle this epidemic.

VIRTUAL CONFERENCE EARLY REGISTRATION

\$400

(\$25 Savings)

Early Bird Registration
Ends 05/18/21

REGISTRATION INCLUDES:

Access to the
virtual platform

Live & recorded
webinars

Interactive
virtual sessions

Printable training
materials

Virtual exhibit
hall

Online networking
events

TCOLE, CLE, CEU and CNE hours available. 

"This conference was well organized and executed! The moderator for each webinar was so professional and there were very few technical difficulties. I appreciate all the work staff put into this conference in a new virtual space. This was a powerful and educational experience for me. I am still reviewing the recordings so I can learn as much as possible and get the most benefit from this event!"

DON'T MISS THE 2021 2-DAY STRANGULATION SERIES!

THE SEXUALIZATION OF STRANGULATION: Felony or Felish?

Thursday, May 20 & Friday, May 21
2-Day Strangulation Series Pass: \$150.00
Add-on with Virtual Conference Pass: \$125.00

RESPOND

Presented by RESPOND, a collaborative alliance applying forward-thinking approaches to create sustainable change.

Visit WWW.CONFERENCECAW.ORG for more information!
Questions? Contact Info@conferencecaw.org.

January 25-2021

The Following Election Commissioners request permission to travel to Meridian on February 9,2021 to attend Municipal Election Training.

Jacintha Taylor District #1

Jacintha Taylor

Rebecca Taylor District #2

Rebecca Taylor

Tommy Breland District #3

Tommy Breland

Michelle Vogt #5

Michelle Vogt

Cindy Lee

From: Lisa McGloflin
Sent: Monday, January 25, 2021 12:10 PM
To: Cindy Lee
Subject: Travel Request

Ms. Cindy,

Judge Lumpkin instructed me to submit a travel request for myself, Judge Lumpkin, Mona Martin, and Scott Hillery to travel to the National Conference on Juvenile Justice in Dallas, TX from March 20-25, to include conference registration, travel, lodging, food, and Incidentals. Please find attached the information regarding the conference. If you need any further information for me please let me know.

Thanks,

Lisa Beech McGloflin

<https://www.ncifci.org/events/2021-national-conference-on-juvenile-justice/>

Lisa Beech McGloflin

Guardian Ad Litem
Pearl River County Youth Court
Post Office Box 1605
Picayune, MS 39466
Telephone 601.749.7762

Cindy Lee

From: Lisa McGloflin
Sent: Wednesday, January 27, 2021 12:08 PM
To: Cindy Lee
Subject: Re: Travel Request

Ms. Cindy,
Can you please add Tanya Tynes to the travel request?

Lisa Beech McGloflin

Guardian Ad Litem
Pearl River County Youth Court
Post Office Box 1605
Picayune, MS 39466
Telephone 601.749.7762

On Jan 25, 2021, at 1:58 PM, Cindy Lee <clee@pearlrivercounty.net> wrote:

Ok thanks

From: Lisa McGloflin <lmcgloflin@pearlrivercounty.net>
Sent: Monday, January 25, 2021 12:10 PM
To: Cindy Lee <clee@pearlrivercounty.net>
Subject: Travel Request

Ms. Cindy,

Judge Lumpkin instructed me to submit a travel request for myself, Judge Lumpkin, Mona Martin, and Scott Hillery to travel to the National Conference on Juvenile Justice in Dallas, TX from March 20-25, to include conference registration, travel, lodging, food, and incidentals. Please find attached the information regarding the conference. If you need any further information for me please let me know.

Thanks,

Lisa Beech McGloflin

<https://www.ncjfcj.org/events/2021-national-conference-on-juvenile-justice/>

Lisa Beech McGloflin

Guardian Ad Litem
Pearl River County Youth Court
Post Office Box 1605
Picayune, MS 39466
Telephone 601.749.7762



000075

PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

January 27, 2021

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

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

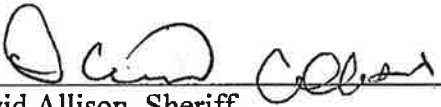
In and for your consideration approval of travel, issuance of check for registration and reimbursement of costs associated with the following training.

Name: Randy Messa
 Marcus Ogden, Sr.
What: 2021 Polygraph Seminar
When: March 15 - 18, 2021
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: \$978.82
 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



**TENNESSEE
POLYGRAPH
ASSOCIATION**

Tennessee Polygraph Association
513 Memorial Blvd. Suite 175
Springfield Tn. 37172

INVOICE

000076

Phone: 615-766-2737

E-mail: osj515@gmail.com

Invoice # 2021-05

Bill To: Pearl River Co. Sheriff's Office
C/O Rebecca Rasmussen

Date: 1-27-21

DESCRIPTION	AMOUNT
2021 Tennessee Polygraph Association Seminar Registration Fee for Randy Messa	\$175.00
2021 Tennessee Polygraph Association Seminar Registration Fee for Marc Odgen Sr.	\$175.00
<i>Make Check Payable to the Tennessee Polygraph Association and send to the above address with Registration</i>	
TOTAL DUE:	\$350.00

ORDER TO ACCEPT COUNTY DEPOSITORY BIDS

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.

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 bids for County Depository. (Proof of Publication attached)

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

ORDER TO AWARD BANK PLUS, HANCOCK WHITNEY, AND FIRST
NATIONAL BANK OF PICAYUNE TO SERVE AS COUNTY DEPOSITORY
FROM FEBRUARY 1, 2021 UNTIL THE FIRST MONDAY IN
FEBRUARY, 2023

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

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 award Bank Plus, Hancock Whitney, and First National Bank of Picayune to serve as County Depository from February 1, 2021 until the first Monday in February, 2023.

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

000078

Proof

Client	PEARL RIVER COUNTY BOARD OF SUPERVISORS	Phone	(601) 403-2300
Address	ADRAIN LUMPKIN P.O. BOX 569	E-Mail	alumpkin@pearlrivercounty.net
		Fax	
AD #	1167600	Requested By	PEARL RIVER COUNTY BOARD OF SUPERVISORS ADRAIN LUMPKIN
Class	2610	PO #	
Start Date	01/06/21	Created By	STACEY MEADO
End Date	01/20/21	Creation Date	12/29/2020
Run Dates	18	Dimensions	1 X 4.556
Pubs	The Picayune Item, PicayuneItem	Price	\$54.84
Order #	com 0		
Sales Rep	Stacey Meadows	Phone	Public Notice Department
		Fax	(205) 669-4217

PUBLIC NOTICE

**NOTICE TO BANKS
FOR BIDS TO SERVE
AS COUNTY DEPOSITORY**

000079

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 1, 2021, for the privilege of keeping the public funds of said County from February 1, 2021, until the First Monday in February, 2023. 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, 2021.

Melinda Smith Bowman
Clerk of the Board

Picayune Item:
Jan. 6 and 13, 2021
BIDS/DEPOSITORY

000080

February 1, 2021

Pearl River County
Board of Supervisors
200 South Main Street
Poplarville, MS 39470

RE: Bid for Pearl River County Depository

BankPlus is a \$4.5 billion State-chartered, FDIC-member, commercial banking institution with offices located in communities across Alabama, Louisiana, and Mississippi. BankPlus equity capital was \$398,307,000 as of the quarter ending September 30, 2020.

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.



For the two-year period ending the first Monday in February 2023, BankPlus agrees to pay interest on the transaction accounts maintained with us at either 0.00% or 0.05% based on balances. Average total balances between \$15,000,000 and \$40,000,000 will receive 0.05%. However, should average balances total less than \$15,000,000 or greater than \$40,000,000, 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 2/6/2023.

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,

Greg Mitchell
President – Pearl River & SE Louisiana
BankPlus

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	\$.40-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)	\$.0-1.5-per-item-Waived
Deposits, credits fee (including electronic)	\$.0-0.8-per-item-Waived
Check images and statements on CD	\$.9-9.95-per-account-Waived
Positive Pay	\$50 per account
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	\$.0-1.0-per-item-Waived
ACH Administration	\$5-per-month-Waived
ACH return item fee	\$.5-1.0-per-item-Waived
Web fee	No charge
Federal EFTPS fees [^]	\$.0-1.0-per-debit-Waived
Certified bank check	\$.40-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

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

000082



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, 2021**, 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, 2020.

A handwritten signature in cursive script, reading 'David McRae', written in dark ink.

David McRae

Treasurer of the State of Mississippi



000083

February 1, 2021

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

Dear Mr. Lumpkin,

Pursuant to your request for bids for the privilege of acting as your depository, Hancock Whitney Bank ("the Bank") hereby submits this bid and application to be designated as depository for the accounts currently held with the Bank and any other accounts for which we 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 and the rules of the Mississippi Public Funds Guaranty Pool. We 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 would like to offer the following options for a period of two (2) years beginning February 1, 2021 and ending February 6, 2023. These options are valid for 60 days from the bid submission date:

Interest Rate: – Balances kept in Public Funds NOW Accounts will earn a variable rate adjusted monthly based upon the 4-week Treasury Bill, as reported by the Federal Reserve Bank as of the last business day of the immediately preceding month. For example, if the 4-week Treasury Bill, as of December 31, 2020, was 0.08%, then the Board's interest rate would be 0.08% for the month of January 2021. Interest accrues daily and is paid monthly.

Service Charge: The Bank will charge a monthly flat fee of \$350 for the cost of Treasury Management products and banking services currently utilized by the Chancery Clerk. This fee is subject to change should the Chancery Clerk add any additional services. For all other Board accounts, a fee will apply in accordance to the Bank's Business Account Fee Schedule. These fees will include all current and future Treasury Management products and banking services that the Board utilizes.

The Bank appreciates the opportunity to respond to your Request for Banking Services. We look forward to presenting our solutions to the Board and to implementing our recommendations.

Respectfully Submitted,

Jennifer Papania King

Jennifer Papania King
Officer /Relationship Manager
Hancock Whitney Bank
(228) 563-5706



000084

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, 2021**, 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, 2020**.

A handwritten signature in cursive script, reading "David McRae", is written over a horizontal line.

David McRae

Treasurer of the State of Mississippi



000085

January 26, 2021

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, First National Bank of Picayune requests that it be considered and so designated for the period beginning February 1, 2021, until the First Monday in February, 2023. First National Bank of Picayune has complied with all the requirements of the state and federal laws to serve as a depository.

Should First National Bank of Picayune 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.

First National Bank of Picayune 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,

A handwritten signature in black ink, appearing to read 'D. B. Hemeter'.

David B. Hemeter
President and CEO

Minute Book Text Detail

Book 0215 Page 86 NO BIDS RECEIVED ON SURPLUS OLD TAX

Date 2/ 1/2021 ASSESSOR BUILDING AND ADJACENT LOT

ORDER TO ACKNOWLEDGE THAT NO BIDS WERE RECEIVED FOR
THE SALE OF SURPLUS PROPERTY OF THE OLD TAX ASSESSOR'S
OFFICE AND ADJACENT LOT

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

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
acknowledge that no bids were received for the sale of surplus
property of the old Tax Assessor's Office and adjacent lot.
(Proof of Publication attached)

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

000087

Proof

Client	PEARL RIVER COUNTY BOARD OF SUPERVISORS	Phone	(601) 403-2300
Address	ADRAIN LUMPKIN P.O. BOX 569	Email	alumpkin@pearlrivercounty.net
		Fax	
AD #	1167583	Requested By	PEARL RIVER COUNTY BOARD OF SUPERVISORS ADRAIN LUMPKIN
Class	2610	PO #	
Start Date	01/07/21	Created By	
End Date	01/21/21	Creation Date	STACEY.MEADO 12/29/2020
Run Dates	18	Dimensions	
Pubs	The Poplarville Democrat, Picayu-	Price	1 X 16.333 \$230.84
Order #	neltem.com 0		
Sales Rep	Stacey Meadows	Phone	Public Notice Department
		Fax	(205) 669-4217

PUBLIC NOTICE

NOTICE OF PEARL RIVER COUNTY'S INTENT TO SELL SURPLUS PROPERTY IDENTIFIED AS THE OLD TAX ASSESSOR'S OFFICE AT 406 S MAIN STREET POPLARVILLE, MISSISSIPPI AND LARGE ADJACENT LOT AS REQUIRED BY MISS. CODE ANN. 19-7-3 (1972), AS AMENDED

Pursuant to the provisions of Miss. Code Ann. 19-7-3(1972), as amended, notice is hereby given by the Board of Supervisors of Pearl River County, Mississippi, of Pearl River County's intent to sell surplus real property consisting of the old Tax Assessors Office located at 406 S Main Street, Poplarville, MS and large adjacent lot further described as below:

Tract 1: A parcel of land being described as Parcel number 2159300040400300 located in Section 30, Township 2S, Range 15W and being more particularly described as follows: Beginning at a building corner marking the NE Corner of Block No. 8 West of and fronting on Main Street in the Town of Poplarville, and thence run South on the line of Main Street 66.66 feet, thence run West on a line parallel with Cumberland Street 100 feet, thence North on a line parallel with Main Street 66.66 feet, and thence East along the line with Cumberland Street to the Point of Beginning, containing 0.153 acres more or less, in Block No. 8 West of and bordering on Main Street as per the Original Plat of the Town of Poplarville by J. J. Scarborough on file in office of the Chancery Clerk, Pearl River County, Mississippi.

Tract II: A parcel of land being described as Parcel Number 2159300030101500 located in Section 30, Township 2S, Range 15W and being more particularly described as follows: Beginning at a point on Cumberland Street 100 feet West of the Northeast corner of Block #8 West of and fronting on Main Street according to the Original Plat of the Town of Poplarville, made by J.J. Scarborough and being of record in Book of Plats #1 in the Town of Poplarville, and thence run West along the South Side of said Cumberland Street 100 feet to the intersection of Julia Street; thence South along the East line of Julia Street 100 feet; thence East on a line parallel with Cumberland Street 100 feet; thence North on a line parallel with Main Street 100 feet to the place of beginning, said property being situate in the Town of Poplarville, County of Pearl River, State of Mississippi, and being a part of Block #8 West of and fronting Main Street in the Town of Poplarville, according to the Original Plat of said Town made by J.J. Scarborough and now of record in the office of the Chancery Clerk of Pearl River County, Mississippi,

in Record of Town Plat #1, together with all improvements and appurtenances on said land, or thereunto belonging.

Sealed bids will be received by and addressed to, Attention: County Administrator, Pearl River County, Mississippi, 207 West Pearl Street, Poplarville, Mississippi until 9:00 a.m. Central Time, Monday, February 1, 2021. Bids will be opened at 10:00 a.m. during the Pearl River County Board of Supervisors Meeting in the Board Room of Pearl River County at 109 West Pearl Street, Poplarville, MS 39470.

Pearl River County is the owner of the real property commonly referred to as the "Old Tax Office Building" which is located at 406 S Main Street, Poplarville, Mississippi and large adjacent lot. At its meeting on November 18, 2020, the Pearl River County Board of Supervisors found the property was no longer needed for the County or related purposes and unlikely to be used in the future operations of the County. As a result of these findings, the Board declared the property to be surplus and authorized the sale thereof.

Pearl River County reserves the right after opening the bids to reject any and all bids, to waive any informality or irregularity in a bid, or to make award to the highest and best qualified bidder in excess or equal to the appraised price of \$205,000.00 and reject all other bids, as it may best serve the interest of Pearl River County.

Inspections of this property can be arranged by contacting the County Administrator, Adrain Lumpkin, Jr. at (601) 403-2302.

Pearl River County, Mississippi
Adrain Lumpkin, Jr.
County Administrator

Poplarville Democrat:
Jan. 7, 14 and 21, 2021
TAX OFFICE

000088

000089

Proof

Client	PEARL RIVER COUNTY BOARD OF SUPERVISORS	Phone	(601) 403-2300
Address	ADRAIN LUMPKIN P.O. BOX 569	E-Mail	alumpkin@pearlrivercounty.net
		Fax	
AD #	1167581	Requested By	PEARL RIVER COUNTY BOARD OF SUPERVISORS ADRAIN LUMPKIN
Class	2610	PO #	
Start Date	01/06/21	Created By	
End Date	01/20/21	Creation Date	STACEY.MEADO
Run Dates	18	Dimensions	12/29/2020
Pubs	The Picayune Item, PicayuneItem.	Price	1 X 16.333
Order #	com: 0		\$230.84
Sales Rep	Stacey Meadows	Phone	Public Notice Department
		Fax	(205) 669-4217

PUBLIC NOTICE

NOTICE OF PEARL RIVER COUNTY'S INTENT TO SELL SURPLUS PROPERTY IDENTIFIED AS THE OLD TAX ASSESSOR'S OFFICE AT 406 S MAIN STREET POPLARVILLE, MISSISSIPPI AND LARGE ADJACENT LOT AS REQUIRED BY MISS. CODE ANN. 19-7-3 (1972), AS AMENDED

Pursuant to the provisions of Miss. Code Ann. 19-7-3(1972), as amended, notice is hereby given by the Board of Supervisors of Pearl River County, Mississippi, of Pearl River County's intent to sell surplus real property consisting of the old Tax Assessors Office located at 406 S Main Street, Poplarville, MS and large adjacent lot further described as below:

Tract 1: A parcel of land being described as Parcel number 2159300040400300 located in Section 30, Township 2S, Range 15W and being more particularly described as follows: Beginning at a building corner marking the NE Corner of Block No. 8 West of and fronting on Main Street in the Town of Poplarville, and thence run South on the line of Main Street 66.66 feet, thence run West on a line parallel with Cumberland Street 100 feet, thence North on a line parallel with Main Street 66.66 feet, and thence East along the line with Cumberland Street to the Point of Beginning, containing 0.153 acres more or less, in Block No. 8 West of and bordering on Main Street as per the Original Plat of the Town of Poplarville by J. J. Scarborough on file in office of the Chancery Clerk, Pearl River County, Mississippi.

Tract II: A parcel of land being described as Parcel Number 2159300030101500 located in Section 30, Township 2S, Range 15W and being more particularly described as follows: Beginning at a point on Cumberland Street 100 feet West of the Northeast corner of Block #8 West of and fronting on Main Street according to the Original Plat of the Town of Poplarville, made by J.J. Scarborough and being of record in Book of Plats #1 in the Town of Poplarville, and thence run West along the South Side of said Cumberland Street 100 feet to the intersection of Julia Street; thence South along the East line of Julia Street 100 feet; thence East on a line parallel with Cumberland Street 100 feet; thence North on a line parallel with Main Street 100 feet to the place of beginning, said property being situate in the Town of Poplarville, County of Pearl River, State of Mississippi, and being a part of Block #8 West of and fronting Main Street in the Town of Poplarville, according to the Original Plat of said Town made by J.J. Scarborough and now of record in the office of the Chancery Clerk of Pearl River County, Mississippi,

in Record of Town Plat #1, together with all improvements and appurtenances on said land, or thereunto belonging.

Sealed bids will be received by and addressed to, Attention: County Administrator, Pearl River County, Mississippi, 207 West Pearl Street, Poplarville, Mississippi until 9:00 a.m. Central Time, Monday, February 1, 2021. Bids will be opened at 10:00 a.m. during the Pearl River County Board of Supervisors Meeting in the Board Room of Pearl River County at 109 West Pearl Street, Poplarville, MS 39470.

Pearl River County is the owner of the real property commonly referred to as the "Old Tax Office Building" which is located at 406 S Main Street, Poplarville, Mississippi and large adjacent lot. At its meeting on November 18, 2020, the Pearl River County Board of Supervisors found the property was no longer needed for the County or related purposes and unlikely to be used in the future operations of the County. As a result of these findings, the Board declared the property to be surplus and authorized the sale thereof.

Pearl River County reserves the right after opening the bids to reject any and all bids, to waive any informality or irregularity in a bid, or to make award to the highest and best qualified bidder in excess or equal to the appraised price of \$205,000.00 and reject all other bids, as it may best serve the interest of Pearl River County.

Inspections of this property can be arranged by contacting the County Administrator, Adrain Lumpkin, Jr. at (601) 403-2302.

Pearl River County, Mississippi
Adrain Lumpkin, Jr.
County Administrator

Picayune Item:
Jan. 6, 13 and 20, 2021
TAX OFFICE

000090

Minute Book Text Detail

Book 0215 Page 91 ROAD DEPARTMENT EMPLOYEES PAID TIME AND

Date 1/21/2021 HALF IF CALLED OUT ON HOLIDAYS

ORDER TO APPROVE COUNTY ROAD DEPARTMENT EMPLOYEE'S HOLIDAYS
TO BE CONSIDERED HOURS WORKED AND TO PAY TIME AND A HALF FOR
HOURS THE EMPLOYEE IS CALLED OUT AND WORKED ON THE HOLIDAY

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
County Road Department employee's holidays if called out and
worked.

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
approve County Road Department employee's holidays to be
considered hours worked and to pay time and a half for hours the
employee is called out and worked on the holiday.

Ordered and adopted, this the 1st day of February, 2021.

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 Donald Hart and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to close the session to determine the need for executive session.

Ordered and adopted, this the 1st day of February, 2021.

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 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 enter executive session at 10:33 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) Negotiations with respect to prospective litigation, litigation or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body.

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

Minute Book Text Detail

Book 0215 Page 93 RETURN TO REGULAR SESSION

Date 2/ 1/2021 REVOKE KELLY BURKS PERMIT

ORDER TO RETURN TO REGULAR 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 that this Board does now return to regular session at 11:55 a.m. after taking no action in executive session.

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

MOTION TO REVOKE KELLY BURKS PERMIT TO OPERATE AS A
COMMERCIAL COLLECTOR OF REFUSE IN PEARL RIVER COUNTY

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to revoke Kelly Burks permit to operate as a Commercial Collector of Refuse in Pearl River County.

Upon motion made by Malcolm Perry, the motion died for a lack of a second.

Minute Book Text Detail

Book 0215 Page 94 RECESS FOR LUNCH

Date 2/ 1/2021

ORDER TO RECESS FOR LUNCH

Upon motion made by Jason Spence and seconded by Donald Hart, 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 1st day of February, 2021.

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

Voting NAY: None

Minute Book Text Detail

Book 0215 Page 95 2020 ASSESSMENT ROLL ORDERS OF APPROVAL

Date 2/ 1/2021

ORDER TO ENTER ORDER OF THE DEPARTMENT OF REVENUE APPROVING
THE REAL AND PERSONAL ROLLS FOR 2020 ROLL YEAR

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of 2020 Real and Personal Rolls for Pearl River County.

Upon motion made by Donald Hart 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 attached Order of the Department of Revenue approving the Real and Personal Rolls of Pearl River County for the roll year 2020.

To Be Further Ordered that this Board enters upon Board Minutes the Pearl River County Board of Supervisors final approval of the Real and Personal Rolls for the roll year 2020.

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

000096

OFFICE OF PROPERTY TAX

ASSESSMENT ROLLS – 2020

RETURN TO: Jennifer.Williams@dor.ms.gov

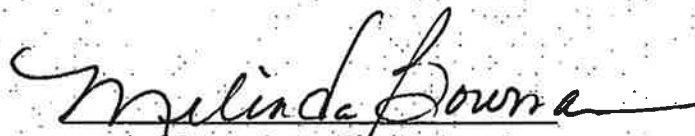
STATE OF MISSISSIPPI

TOWN OF Poplarville

COUNTY OF Pearl River

DATE FEBRUARY 1, 2021

This is to certify that the Department of Revenue's Order approving the Real and Personal Assessment Rolls of Pearl River County for 2020, was entered on the minutes of the Board of Supervisors of said county, the meeting being held on the 1st day of FEBRUARY, 2021, and appears on Page 95 Minute Book Number 215 and that said meeting was adjourned on the 1st day of FEBRUARY, 2021.


Board of Supervisors, Clerk

2020
**CERTIFICATE OF THE DEPARTMENT OF REVENUE APPROVING
REAL ROLL**

000097

STATE OF MISSISSIPPI

WHEREAS, The Clerk of the Board of Supervisors of Pearl River County has filed with the Department of Revenue a copy of the Real Property Assessment Roll of Said County as of the first day of January, 2020 in the manner prescribed by Section 27-35-127, Miss. Code Ann., and other laws, and showing a total Assessment of Real Property as follows:

	Acres	Valuation
TOTAL LAND ASSESSMENT OF COUNTY.....	\$ <u>468,982</u>	\$ <u>287,005,628</u>
SUBJECT TO STATE TAXES AND SCHOOL TAXES (Exempt from Local Taxes)		\$ _____
SUBJECT TO LEVEE TAXES:		
ACRES.....		_____

.....**AND**.....

**CERTIFICATE OF THE DEPARTMENT OF REVENUE APPROVING
PERSONAL ROLL**

WHEREAS, The Clerk of the Board of Supervisors of Pearl River County has filed with the Department of Revenue a copy of the Personal Property Assessment Roll of Said County as of the first day of January, 2020 in the manner prescribed by Section 27-35-127, Miss. Code Ann., and other laws, and showing a total Assessment of Personal Property as follows:

	Valuation
TOTAL PERSONAL ASSESSMENT OF COUNTY.....	\$ <u>116,927,266</u>
SUBJECT TO STATE TAXES AND SCHOOL TAXES (Exempt from Local Taxes)	\$ <u>633,572</u>
SUBJECT TO LEVEE TAXES.....	_____

And it appearing to be the satisfaction of the Department of Revenue that the rolls and the assessments contained in the same have been made and the rolls prepared in conformity to the requirements of law, and the assessments have been fixed in accordance with the orders of this Department, it is, therefore, certified that the Real and Personal Property Assessment Rolls be and the same are hereby approved.

Certified this 3rd day of December, A.D., 2020.

DEPARTMENT OF REVENUE,
Chris Graham, Commissioner

By Alexa Chism
Director, Office of Property Tax

ORDER TO RECESS

Upon motion made by Donald Hart, and seconded by Malcolm Perry,
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.,
Thursday, the 11th day of February, 2021, at the Board of
Supervisors meeting room in the Pearl River County Courthouse
Complex in the City of Poplarville.

Ordered and adopted, this the 1st day of February, 2021.

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

Voting NAY: None

PRESIDENT

CLERK OF THE BOARD

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



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

000093

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 February 11, 2021 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:

A handwritten signature of Adrain Lumpkin, Jr. in black ink, written over a horizontal line.

Adrain Lumpkin, Jr., County Administrator