

JUNE 5, 2023

The Board of Supervisors met at 9:00 a.m. the 5th day of June, 2023, in the Supervisors Board Room, in the Pearl River County Courthouse Complex in the City of Poplarville, Mississippi, with the following members of said Board and officials 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
June 5, 2023**



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

- 01) Consider approving Board Minutes – May, 2023**
- 02) Consider approving Claims Docket for June 5, 2023**
- 03) Sheriff:**
 - A. Personnel
 - B. Final Default Judgment.
 - C. Memorandum of Understanding between Pearl River County Sheriff's Department and Picayune Police Department.
- 04) County Engineer: Update**
- 05) Tax Assessor/Collector:**
 - A. Personnel
 - B. Request to approve contract with GovEase for holding online tax sale.
 - C. Request to authorize Clerk to advertise for Personal Property Maintenance bids.
- 06) Chancery Clerk:**
 - A. Approve DOR's request for Homestead Adjustments (Chargebacks).
 - B. Object DOR's request for Homestead Adjustments.
- 07) Inventory Clerk: Remove Asset # 5052 from Sheriff's Office Inventory**
- 08) Accept and award Janitorial Bids**
- 09) Consent Agenda Items:**
 - A. Pearl River County School Lease.
 - B. Requesting additional Poll Mangers to work PIC5/HAWL/NH Precinct and Carriere 5 Precinct during the August Primary Election.
 - C. Central Dispatch personnel
 - D. IT Director - Personnel
 - E. Approve Purchase Order issued to the lowest quote for Air Conditioning work at North Central VFD Station 1 Voting Precinct.
 - F. Approve Capital One Spark Business Card.
 - G. Payment to Hanco Corporation and Landry, Lewis, Germany Architects on Courthouse Renovations Project.
 - H. Requests for issuance of duplicate warrants.
 - I. Memo concerning Website to Departments.
 - J. Partial payment to Gulf South Roofing for roof replacement on the old tax building.



**Pearl River County
Board of Supervisors
Meeting Agenda
June 5, 2023**



10) Travel:

- A. Coroner/Medical Examiner Investigators to Conference in Biloxi, MS on June 27-30
- B. Emergency Services Director to MEMA ESF-9 meeting in Hancock County on June 13
- C. Justice Court Judges (2) to Convention in Biloxi, MS on July 16-20
- D. Sheriff to Conference in Biloxi, MS on June 5-9, 2023
- E. SO (2) to Basic Cyber Investigations in Gulfport, MS on July 25-27
- F. SO (3) to Authentic & Deliberate Leadership in Biloxi, MS on July 27-28
- G. SO (1) to Missing and Exploited Children in Alexandria, VA on June 6-8
- H. Tax (1) to MS Research & Extension Center for State retest in Raymond, MS on June 7
- I. Tax (1) to Drone Operators School in Kiln, MS on July 10-14

11) Economic Development Director:

- A. Resolution to Apply and Commit Matching Funds for the MDA Site Development – Select Sites Program for the Pearl River County Industrial Park Project.

12) Road Department:

- A. Asphalt Paver Upgrade Kit & Hardware from SITECH.

~~13) Discussion: Josef S. - speeding traffic in County, accidents, and response~~ CAN'T ATTEND

Executive Session: Pending Litigation

NEXT BOARD MEETING – Wednesday, June 21st

ORDER TO APPROVE BOARD MINUTES FOR MAY, 2023

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

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 May, 2023 Board Minutes.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR JUNE 5, 2023

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

Upon motion made by 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 Claims Docket for June 5, 2023. (See attached Summary of all Claims)

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: Sandy Kane Smith

SUMMARY OF ALL FUNDS

FUND	1	Claims	to	Checks	151	Total	574,152.08	Manual	Held	Total	574,152.08
FUND	6	Claims	to	Checks	1	Total	241.61	Manual	Held	Total	241.61
FUND	9	Claims	to	Checks	2	Total	32,627.79	Manual	Held	Total	32,627.79
FUND	12	Claims	to	Checks	2	Total	5,345.00	Manual	Held	Total	5,345.00
FUND	17	Claims	to	Checks	1	Total	300.00	Manual	Held	Total	300.00
FUND	30	Claims	to	Checks	1	Total	6,340.50	Manual	Held	Total	6,340.50
FUND	45	Claims	to	Checks	3	Total	359.82	Manual	Held	Total	359.82
FUND	73	Claims	to	Checks	1	Total	45.29	Manual	Held	Total	45.29
FUND	96	Claims	to	Checks	12	Total	7,284.01	Manual	Held	Total	7,284.01
FUND	97	Claims	to	Checks	8	Total	16,008.91	Manual	Held	Total	16,008.91
FUND	104	Claims	to	Checks	2	Total	2,261.05	Manual	Held	Total	2,261.05
FUND	125	Claims	to	Checks	1	Total	271,196.80	Manual	Held	Total	271,196.80
FUND	156	Claims	to	Checks	49	Total	137,647.06	Manual	Held	Total	137,647.06
FUND	158	Claims	to	Checks	4	Total	711,044.27	Manual	Held	Total	711,044.27
FUND	166	Claims	to	Checks	2	Total	11,654.06	Manual	Held	Total	11,654.06
FUND	205	Claims	to	Checks	1	Total	912,979.43	Manual	Held	Total	912,979.43
FUND	206	Claims	to	Checks	8	Total	24,692.94	Manual	Held	Total	24,692.94
FUND	360	Claims	to	Checks	1	Total	77,425.00	Manual	Held	Total	77,425.00
FUND	410	Claims	to	Checks	1	Total	158.36	Manual	Held	Total	158.36
FUND	420	Claims	to	Checks	5	Total	1,054.43	Manual	Held	Total	1,054.43
FUND	450	Claims	to	Checks	5	Total	4,412.52	Manual	Held	Total	4,412.52
FUND	650	Claims	to	Checks	3	Total	14,729.00	Manual	Held	Total	14,729.00
FUND	656	Claims	to	Checks	2	Total	161.33	Manual	Held	Total	161.33
FUND	657	Claims	to	Checks	1	Total	1,503.73	Manual	Held	Total	1,503.73
FUND	658	Claims	to	Checks	1	Total	96.00	Manual	Held	Total	96.00
FUND	659	Claims	to	Checks	1	Total	633.05	Manual	Held	Total	633.05
FUND	660	Claims	to	Checks	1	Total	411.35	Manual	Held	Total	411.35
FUND	661	Claims	to	Checks	14	Total	2,709.84	Manual	Held	Total	2,709.84
FUND	662	Claims	to	Checks	2	Total	305.41	Manual	Held	Total	305.41

FUND 663 Claims	to	Checks	5 Total	6,369.00 Manual	Held	Total	6,369.00
FUND 664 Claims	to	Checks	4 Total	9,121.87 Manual	Held	Total	9,121.87
FUND 665 Claims	to	Checks	2 Total	229.00 Manual	Held	Total	229.00
FUND 667 Claims	to	Checks	1 Total	389.20 Manual	Held	Total	389.20
FUND 668 Claims	to	Checks	10 Total	4,061.18 Manual	Held	Total	4,061.18
Total for all Funds				Checks 308 Total	2,837,950.89 Manual	Held	Total 2,837,950.89

ORDER TO APPROVE SHERIFF'S AGENDA ITEMS

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

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

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

A. Personnel:

Railey Mouton	Corrections	Terminate
Christian Green	Corrections	Terminate
Sean Graves	Corrections	Resign
Hailey Bowlan	To Correctional Sergeant	

B. Final Default Judgment:

Seized From: Joseph Boyd aka Joey
Case No. SO22-022367
Description: Currency \$464.00 (\$371.20 Sheriff and
\$92.80 District Attorney)
Glock 43 9 mm Handgun Serial AFVW544
Sharp TV Serial 656182787H01098

C. Accept Memorandum of Understanding between Pearl River County Sheriff's Department and Picayune Police Department.

Order and adopted, this the 5th day of June, 2023.

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

Voting NAY: None



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

May 31, 2023

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

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

Please accept the termination of Railey Mouton as full time Correctional Officer effective May 19, 2023.

Please accept the termination of Christian Green as part time Correctional Officer effective May 31, 2023.

Please accept the resignation of Sean Graves as full time Correctional Officer effective June 9, 2023.

Please move Hailey Bowlan from full time Correctional Officer to full time Correctional Sergeant effective May 25, 2023.

Please hire Kevin Garvey as full time Correctional Officer effective May 5, 2023.

Thank you,



David Allison, Sheriff



315

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

May 31, 2023

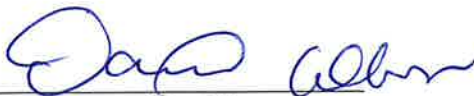
To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

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

Please accept the following "***Final Default Judgment***" regarding seized currency and firearm. Please disburse 20% of currency to the 15th Circuit Court District Attorney's Office as stated in the Order.

Seized From	Case No.	Description
Joseph Boyd aka Joey	SO22-022367	Currency \$464.00 (\$371.20 Sheriff and \$92.80 (District Attorney) Glock 43 9 mm Handgun Serial AFVW544 Sharp TV Serial 656182787H01098

Thank you,


David Allison, Sheriff

IN THE CIRCUIT COURT OF PEARL RIVER COUNTY, MISSISSIPPI

**STATE OF MISSISSIPPI, EX REL
PEARL RIVER COUNTY SHERIFF'S
DEPARTMENT**

FILED
NANCE FITZPATRICK STOKES
CIRCUIT CLERK

PLAINTIFF(S)

VS.

MAY 10 2023
BY *[Signature]*
DEPUTY CLERK

CAUSE NO. 55:23-cv-0004-CM

**FOUR HUNDRED SIXTY-FOUR AND NO/100
DOLLARS (\$464.00) IN UNITED STATES CURRENCY;
GLOCK 43 (9MM) HANDGUN, S/N AFVW544;
SHARP TV S/N 656182787H01098; and
JOSEPH "JOEY" BOYD**

DEFENDANT

FINAL DEFAULT JUDGMENT

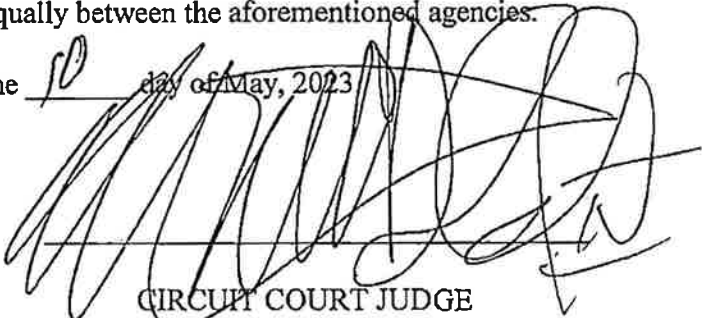
This cause was called for hearing in open court pursuant to the Notice of Hearing filed by the Plaintiff. There was no answer by Joseph "Joey" Boyd and thereafter, this cause was heard on Plaintiff's Motion for Final Default Judgment pursuant to Miss. R. Civ. P. 55(b)(2). The Court finds that Plaintiff has complied with Miss. Code Ann. Section 41-29-177, as amended, as evidenced by the Petition and the Affidavit, all of which are a part of the court record.

IT IS ORDERED AND ADJUDGED that Joseph "Joey" Boyd, be, and is hereby declared in default by failure to plead and therefore gives up any and all right, title, or interest in and to any of the property which is the subject matter of this civil action and that the Plaintiffs be and are hereby declared to be the owners of any and all property as set forth in the Petition for Forfeiture herein to the exclusion of Joseph "Joey" Boyd.

IT IS ORDERED AND ADJUDGED that the Pearl River County Sheriff's Department, as an initiating law enforcement agency, should receive \$371.20, which amounts to eighty (80%), and the 15th Circuit Court District Attorney's Office should receive \$92.80, which amounts to twenty (20%) percent as a participating agency.

IT IS, FURTHER, ORDERED AND ADJUDGED that the Pearl River County Sheriff's Department receive possession of the following, to-wit: the Glock 43 (9mm) handgun, Serial Number AFVW544, and a Sharp television, Serial Number 656182787H01098, with the 15th Circuit Court District Attorney's Office receiving 20% of the proceeds of the property from the sale thereof. All costs of court shall be divided equally between the aforementioned agencies.

ORDERED AND ADJUDGED on this the 10 day of May, 2023



CIRCUIT COURT JUDGE



PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2538
Fax: (601) 403-2502

May 31, 2023

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

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

Please accept the Memorandum of Understanding between Pearl River County Sheriff's Department and Picayune Police Department.

Thank You,



David Allison, Sheriff

MEMORANDUM OF UNDERSTANDING

Pearl River County Sheriff's Department and Picayune Police Department

This Memorandum of Understanding (MOU) is entered into by and between the Picayune Police Department (PPD) and the Pearl River County Sheriff's Department (PRCSD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these Agencies.

PURPOSE

1. The purpose of this MOU is to establish the terms and conditions under which certified law enforcement officers (LEO) of PPD and PRCSD may provide law enforcement Criminal Interdiction within the jurisdiction of Pearl River County, Mississippi, and City of Picayune, Mississippi and to formalize the relationship between the participating agencies.

MISSION

2. The mission of the Joint PPD/PRCSD Task Force is to identify and target individuals for criminal prosecution, individuals and groups responsible for drug trafficking, money laundering, conducting in terroristic activities, or any other illegal criminal activities while using the highway system located within Pearl River County, City of Picayune, Mississippi.

DURATION OF MOU

3. This MOU is effective upon the day and date last signed and executed by the duly authorized representative(s) of the parties of this MOU and shall remain in full force and effect until terminated at any time upon written notice of ~~Termination~~ by either of the agencies involved. NOTE: To the extent approval of the Mississippi Attorney General is required, then the effective dates shall be the earliest effective date allowed by law.

4. Upon termination of this MOU, all equipment belonging to PPD, which is in the possession of PRCSD, shall be returned to PPD and all equipment belonging to PRCSD, which is in the possession of PPD shall be returned to PRCSD.

GENERAL PROVISIONS

5. Supervision and control: Overall management of the Joint Task Force shall be shared responsibility of the participating agency heads and/or their designees. Responsibility for conduct of each of the participating law enforcement officers, both personally and professionally, shall remain with the respective agency heads and/or their designees and each agency shall be responsible for the actions of its respective employees when acting within the course and scope of such employment. Each participating LEO will be subject to the laws, regulations, policies and personnel rules applicable to those of his or her respective agency. Each participating LEO will continue to report to his or her respective Agency head for non-investigative administrative matters not detailed in this MOU. Each Agency shall have the sole discretion as to the assignment, deployment and withdrawal of personnel and equipment to and from the Joint Task Force operation.

Each Agency shall be solely responsible for the pay, compensation, benefits and workers compensation coverage of the employees which said agency assigns to activities for the Joint Task Force. Under no circumstances shall one Agency be responsible for the compensation, claims for benefits, claims for injuries or any other claims or injuries by or to the other Agency's employees, arising out of the operations of the Joint Task Force or the acts or omissions of any participants in such operations.

6. Property and Equipment: Property utilized by the Joint Task Force, in connection with authorized investigations and/or operations and in, the custody and control and used at the direction of the Joint Task Force, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by the Joint Task Force in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of the Joint Task Force, will be the financial responsibility of the agency supplying said property.

7. Forfeitures: Asset forfeitures will be conducted in accordance with Section 41-29-101, *et seq.*, of the Mississippi Code of 1972, as amended. Seizures or confiscations made by either Pearl River County, MS or PPD, MS during a shift or time period where representatives of either agency are working or performing Joint Task Force activities in either jurisdiction shall be considered attributable to the Joint Task Force and shared equally. If Officers of PPD or PRCSD are working in the opposite jurisdiction and the other agency is not present that too shall be considered attributable to the Joint Task Force activities and shared equally. The only time where seizures or confiscations are not considered attributable to the Joint Task Force and shared equally is when Officers of PRCSD are working in Pearl River County, MS and PPD Officers are not present or when Officers of PPD are working in the City of Picayune, MS and PRCSD Officers are not present.

8. Media Releases: All media releases and statements will be mutually agreed upon and jointly handled according to participating agency guidelines.

9. Liability: The participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the Joint Task Force. Officers whom PPD assigns to the Joint Task Force shall be deputized members of PRCSD prior to undertaking any Joint Task Force activities inside of Pearl River County, Mississippi, likewise, PRCSD officers shall be sworn members of PPD prior to undertaking any Task Force activities inside of City of Picayune, Mississippi. Such PPD Officers shall not be compensated by PRCSD, nor shall PRCSD Officers be compensated by PPD. As such it is the intent of the Parties, that such Officers, while within the course and scope of their Task Force duties shall enjoy all immunities which are held and enjoyed by full time officers of each Joint Task Force Agency. Liability for any conduct by a Joint Task Force member, undertaken outside the scope of his or her assigned duties and responsibility under this MOU, shall not be the responsibility of either Agency involved.

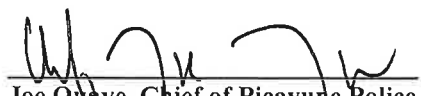
There are no third party beneficiaries of this MOU. This agreement is for the sole benefit of the parties and it is not intended to create any rights or claims for or by non-parties.

10. Modification: This agreement may be modified at any time by written consent of both participating Agencies.

SIGNATORIES


David Allison, Sheriff of PRCSD

5-25-22
Date


Joe Quave, Chief of Picayune Police

5/17/23
Date

Minute Book Text Detail

Book 0233 Page 322 TAX ASSESSOR/COLLECTOR'S AGENDA ITEMS

Date 6/ 5/2023

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 of Tax Assessor/Collector's Agenda Items.

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

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

- A. Personnel: Brooke Anderson Last day May 23, 2023
- B. Approve and authorize President to sign Agreement between Pearl River County, Mississippi and GovEase Auction, LLC for Online Auction Portal.
- C. Authorize Clerk to advertise for Personal Property Maintenance bids as authorized under MS Code Section 27-35-165. (Specifications attached)

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

Pearl River County
Tax Assessor/Collector

P. O. Box 569
Poplarville, MS
601-403-2300

May 31, 2023

Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Brooke Anderson last day with the Tax Collector's office will be May 23, 2023.

Sincerely,



Gary Beech, Tax Assessor/Collector
Pearl River County

Pearl River County
Tax Assessor/Collector

P. O. Box 569
Poplarville, MS
601-403-2300

May 31, 2023

Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Please approve the attached contract with GovEase for holding our online tax sale. The contract will cost the county an estimated \$60,000 and this cost will be reimbursed as the parcels are redeemed. Please authorize the County Administrator to arrange the appropriate budget adjustment to account for these costs and reimbursements, and authorize the President to sign contract.

Sincerely,

A handwritten signature in blue ink that reads "Gary Beech". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Gary Beech, Tax Assessor/Collector
Pearl River County

Additional Details

Fee Structure

- **GovEase will no longer charge a percentage of total sale**
- The new fee is \$20 per parcel sold
 - This fee is only charged on SOLD parcels
 - There is no fee for parcels removed prior to auction
 - There is no fee for parcels struck to the State

Fee in Delta Application

1. After the tax sale results have been loaded into the Delta application, the Delta application will add a \$20 auction fee/cost of sale line item to each parcel sold at the tax sale. This \$20 fee will be part of the cost to redeem and will be collected by the Chancery Clerk's office upon redemption.
2. The Delta application will add this fee automatically for sold parcels without requiring county involvement. This fee does not earn interest for the tax sale buyer and is not sent to the tax sale buyer upon redemption; this fee is kept by the county to recover the cost of sale.
3. The Delta application will allow for the Chancery Clerk's office to override and change the auction fee/cost of sale line item amount when recording a redemption, per the County's preference.

Questions?

For general questions regarding the fee change:

David Myers
VP, Business Development
dmyers@govease.com
(601) 586-1231

For questions regarding fee in Delta:

Neal Carroll
VP, Product
ncarroll@govease.com
(601) 586-1231

**EXHIBIT A TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT SCOPE OF SERVICES**

GovEase will administer auctions on behalf of the Customer using the GovEase website. The term "web site" shall mean an Internet web site hosted by or at the expense of GovEase that will utilize GovEase's internet application to conduct online auctions on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase to facilitate auctions using a process that replicates a live, public outcry auction that can be accessed through the web site. The procedures and technical requirements of the auction shall be substantially as described herein.

Specific Actions to be Taken and Services to be Provided by GovEase

1. GovEase will provide an online auction website that will utilize the internet application to make information available to third party users and to conduct online auctions using a process that replicates a live, public outcry auction.
2. GovEase will populate the web site and internet application with data provided by the Customer, including, but not limited to:
 - a. A list of properties to be sold at auction (typically referred to as an advertising list);
 - b. Data on bidders who participated in previous auctions with the Customer (should this information be readily available); and
 - c. Additional available data (tax records, appraiser's website/links to GIS maps, if readily available from the Customer).
3. GovEase will provide commercially reasonable and necessary training for third party users.
4. GovEase shall provide a host server for the web site. The website will utilize GovEase's internet application, which is capable of accepting and processing competitive bids from third party users for auctions offered by the Customer. The Customer acknowledges that GovEase's server may not be dedicated exclusively to the web site. GovEase shall use its commercially reasonable best efforts to make the web site available during most regular business hours during each auction conducted pursuant to this Agreement and shall make all reasonable efforts not to schedule planned maintenance downtime to occur during any such auction during most such business hours. During each such auction, GovEase shall provide to the Customer the technical support necessary to facilitate the Customer's conduct of online auctions.
5. Dependent to the customer's selection in Exhibit B(A), if the Customer chooses to handle payments within their office;
 - a. The Customer will maintain all auction proceeds, deposits, billing, and fee payments.
 - b. The Customer will maintain the process of all bidder approvals.
6. Dependent on the Customer's selection in Exhibit B(A), if the Customer requests the option to have payments processed as an additional service to the online auction;
 - a. GovEase may facilitate and process payments itself or through one or more third party payment processor relationship(s) GovEase may maintain. Such facilitation and processing of payments shall include but shall not be limited to managing and maintaining all auction proceeds, deposits, billing, and fee payments as well as, refunding of deposits.
 - b. GovEase will handle all bidder approvals on behalf of the Customer under this agreement accompanying the Customer's registration requirements.

Initial Here

**EXHIBIT B TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT FEES AND BILLING**

1. For each auction administrated by GovEase under the terms of this Agreement on behalf of the Customer, the Customer shall pay or cause to be paid to GovEase a fee based on the Customer's selection in **Exhibit B(A)**.
2. GovEase will submit an invoice setting forth the amount of its fees pursuant to Section IV (4) of this Agreement for an auction conducted under this Agreement to the Customer within thirty (30) days of the conclusion of each such auction. The Customer hereby agrees to pay any such invoices in full within thirty (30) days of receiving said invoice.
3. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."
4. If the Customer selects on **Exhibit B(A)** the option of having payment processing as an additional service to the online auction;
 - a. GovEase itself or pursuant to its thrid party payment processor relationship(s) shall work cooperatively with the Customer to transmit the proceeds from the auction to the county once all funds have been processed, settled and cleared.

Initial Here

**EXHIBIT B(A) TO GOVEASE AUCTION, LLC'S ONLINE
AUCTION PORTAL AGREEMENT FEE TABLES - (MS)**

Customer Selections

Check the box corresponding to which services you would like to receive.

Customer Handles Payments



\$20.00 / Parcel Sold

- The Customer shall pay or cause to be paid to GovEase a per parcel sold fee outlined to the left.
- GovEase will receive no fee for parcels which are offered for sale but receive no bid.
- The Customer shall pay any and all expenses incurred by GovEase in connection with the sale, including, but not limited to, statutory changes and third-party access fees.
- In no event will GovEase be liable to the Customer for non-payment by a bidder.

GovEase Facilitates Payments



\$20.00 / Parcel Sold

- The Customer shall pay or cause to be paid to GovEase a per parcel sold fee outlined to the left.
- GovEase will receive no fee for parcels which are offered for sale but receive no bid.
- The Customer shall pay any and all expenses incurred by GovEase in connection with the sale, including, but not limited to, statutory changes and third-party access fees.
- In no event will GovEase be liable to the Customer for non-payment by a bidder.
- All fees associated with a bidder's payment will be paid by the bidder. This includes, but is not limited to, conveniences fees for credit and debit, and service fees for ACH/e-check.

Initial Here



Information Sheet for Pearl River County, Mississippi

Auction Information

Expected Sale Date: August 28, 2023

Backend System Provider: Delta computer Systems - Harris

County Payment Processor:

Elected Official Information

Name: Gary Beech

Email: gbeech@pearlrivercounty.net

Office Phone Number: 601-403-2224

Office Contact Information

Name: Jo Lynn Houston

Email: jhouston@pearlrivercounty.net

Mailing Address: P O Box 509 Poplarville MS 39470

Office Phone Number: 601-403-2222

Billing Contact Information (if different from Office Contact Information)

Name: Jo Lynn Houston

Email: jhouston@pearlrivercounty.net

Mailing Address: P O Box 509 Poplarville MS 39470

Office Phone Number: 601-403-2222

Preferred Method of Invoice (select all that apply)



Mail



Email



Other



Fee Change Overview

GovEase has had the pleasure of providing online delinquent tax sale services for Mississippi Counties since 2016. Historically GovEase has charged the County a percentage of the County's Tax Auction proceeds.

Effective 2023, GovEase is moving to a **cost neutral payment** model for all Mississippi Counties via a recoverable \$20 per lien sold fee. This fee will be included in the total cost to redeem by the delinquent taxpayer, making the GovEase fee cost neutral to the County.

The Tax Collector-Assessor and Chancery Clerk will not be required to make any changes to their current tax sale or redemption procedures. We have included additional details that illustrate where the fee will be added in the Delta application.

County has statutory authority to charge the \$20 to the delinquent taxpayer at time of redemption per MS Code § 27-45-3 and the corresponding AG Opinion below.

Attorney General opinion - Auction Expense for Tax Sale 3/13/23

The \$20 auction expense described in your request may be assessed against persons entitled to redeem land sold for taxes as a "cost incident to the sale" as prescribed by Section 27-45-3.



Lynn Fitch
ATTORNEY GENERAL
 OPINIONS AND POLICY

March 13, 2023

The Honorable Nakia Stewart Anderson
 Chancery Court Clerk, Wilkinson County
 Post Office Box 516
 Woodville, Mississippi 39669

Re: Auction Expense for Tax Sale

Dear Ms. Anderson:

The Office of the Attorney General has received your request for an official opinion.

Background

According to your request, Wilkinson County ("County") has contracted with an auction vendor to conduct its April 2023 sale of land on which taxes are due. The auction vendor conducts the sale on behalf of the County at a cost of \$20 per parcel sold. These costs have historically been absorbed by the County.

Question Presented

May a \$20 auction expense be assessed against persons entitled to redeem land sold for taxes as a "cost[] incident to the sale" as prescribed by Mississippi Code Annotated Section 27-45-3?

Brief Response

Yes. The \$20 auction expense described in your request may be assessed against persons entitled to redeem land sold for taxes as a "cost[] incident to the sale" as prescribed by Section 27-45-3.

Applicable Law and Discussion

Section 27-41-59(2) allows a tax collector "to enter into an agreement with an online provider to conduct tax sales using online bidding and sale" so long as the agreement is ratified by the county board of supervisors. *See also* MS AG Op., *Morgan* at *1-2 (Aug. 19, 2016).

Nakia Stewart Anderson
March 13, 2023
Page 2

Section 27-45-3, referenced in your opinion request, outlines the requirements for persons entitled to redeem land sold for taxes. It provides, in part:

The owner, or any persons for him with his consent, or any person interested in the land sold for taxes, may redeem the same, or any part of it, where it is separable by legal subdivisions of not less than forty (40) acres, or any undivided interest in it, at any time within two (2) years after the day of sale, by paying to the chancery clerk, regardless of the amount of the purchaser's bid at the tax sale, the amount of all taxes for which the land was sold, *with all costs incident to the sale*, and five percent (5%) damages on the amount of taxes for which the land was sold, and interest on all such taxes and costs at the rate of one and one-half percent (1- ½ %) per month, or any fractional part thereof, from the date of such sale, and all costs that have accrued on the land since the sale, with interest thereon from the date such costs shall have accrued, at the rate of one and one-half percent (1- ½ %) per month, or any fractional part thereof

(Emphasis added).

The phrase "costs incident to the sale" as used in Section 27-45-3 is unambiguous, and the auction expense described in your request would meet this criterion. *See City of Tchula v. Miss. Pub. Serv. Comm'n*, 187 So. 3d 597, 600 (Miss. 2016) ("No citation is needed for the principle that, where the words are clear and concise, courts and agencies are bound to apply their usual and ordinary meaning. Only if the words are unclear do we refer to other rules of statutory interpretation."); *see also* MS AG Op., *McGee* at *1 (Apr. 2, 1986) (concluding the expense of "mailing of notices is part of the incidental cost of the sale and may be assessed as Section 27-45-3 provides"). Accordingly, it is the opinion of this office that an auction expense such as the one described in your request may be assessed against persons entitled to redeem land sold for taxes as a "cost[] incident to the sale" as prescribed in Section 27-45-3.

If this office may be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

LYNN FITCH, ATTORNEY GENERAL

By: /s/ Maggie Kate Bobo

Maggie Kate Bobo
Special Assistant Attorney General

Delta Screenshot - Cost of Sale Added at Redemption

LRMRND01 LRDATARED REDEMPTION NOTICE RATES AND DEFAULTS LRMRND01/M5

Year 2022 Sheriff County Number 31 Method Print Postage
 Sheriff Same Address Rate 5.00 N-Notice ACT Form Post Cert RR
 Rate D-Default -----(Y/N) -----

Line	Cost of Sale	Rate	D-Default	Y/N	Y/N	Y/N	Y/N	Y/N
10.	Publication fee (Paid by County)		D	N				
16.	1st Sheriff Notice (27-43-3)	45.00	N	Y				
17.	2nd Sheriff Notice (27-43-3)	45.00	N	Y				
19.	Identify Record Owners	50.00	D	Y				
20.	Recording List, Each Subdivision	1.00	D	Y	Y	N	N	N
21.	Issue 1st Sheriff Notice (27-43-3)	2.00	N	Y	Y	Y	Y	Y
22.	Mail 1st Owners Notice (27-43-3)	1.00	N	Y	Y	N	N	N
23.	Issue 2nd Sheriff Notice (27-43-3)	5.00	N	Y	Y	Y	Y	Y
24.	Mail 2nd Owners Notice (27-43-3)	2.50	N	Y	Y	Y	Y	Y
25.	Issue Each Lienor Notice (27-43-11)	7.00	N	Y	Y	Y	Y	Y
26.	Publisher Fee (If Paid By Clerk)		D	N				
27.	Recording Each Redemption (25-7-21)	10.00	D	Y				
28.	Abstracting Subdivision (25-7-21)	1.00	D	Y				
29.	Certify Amount To Redeem (25-7-9)	1.00	D	Y				
30.	Certify Release From sale (25-7-9)	1.00	D	Y	N	N	N	N
36.	Affidavit (27-43-4)	1.00	N	Y	Y	N	N	N
39.	Courtesy Letter		N	Y				
40.	Archive Fee (25-60-5)	1.00	D	N				

Delta Screenshot - Cost of Sale Override Ability

LRMRRED01 LRDATARED LAND SALE REDEMPTION LRMRRED02/M5

PPIN 31 YR 2020 Entry STR 03 01 10 TD 4222 JD 2 Override fees N

OwnerName WARDROP, DONALD A & CLARA A

County	City	School
39.73	16.87	26.46

COUNTY S COSTS:

8. Damages (only for sales from 7/1/94)	
9. County actual postage fee	
10. Publishers actual fee (paid by county)	
11. Accrued taxes for yr	
12. Interest on line 11 1.5x 66 Override	
13. Accrued taxes for yr	
14. Interest on line 13 1.5x Override	
Costs Incident to Sale (27-45-3)	20.00 (Override _)
15. TOTAL AMOUNT DUE TO COUNTY	103.06

SHERIFF S FEES:

Qty	Fees	Origin
45.00 x 1	45.00	Notice
45.00 x 1	45.00	Notice
	90.00	
18. TOTAL AMOUNT DUE TO SHERIFF		



**AGREEMENT FOR ONLINE
AUCTION PORTAL**

Between

Pearl River County, Mississippi

And

GovEase Auction, LLC

I. The Agreement

THIS AGREEMENT FOR ONLINE AUCTION PORTAL (this "Agreement") is executed and entered into by and between Pearl River County, Mississippi ("the Customer") and GovEase Auction, LLC, a Mississippi limited liability company ("GovEase") on Mar 31, 2023 (the "Effective Date"). In consideration of the promises, rights, obligations, and consideration set forth below, and intending to be legally bound thereby, the parties hereby agree as follows:

II. Initial Term and Renewal

The term of this Agreement shall commence on the Effective Date and shall continue remain in force until one (1) year (the "Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. Provided that neither party is in default hereunder beyond applicable periods of grace and/or notice and cure, upon the conclusion of this initial term, or any renewal term hereunder, this Agreement shall be automatically renewed for additional term of one (1) year (the "Renewal Term") upon all terms, conditions and obligations set forth herein unless either party notifies the other ninety (90) days in advance before the end of the Initial Term or any applicable Renewal Term that they do not intend to renew.

III. Scope of Services

- a. In exchange for payment by the Customer as set forth in Section IV of this Agreement, GovEase will provide the services outlined in Exhibit "A" attached hereto and incorporated herein by reference of this Agreement.
- b. The services to be performed pursuant to this Agreement shall be performed in accordance with the applicable laws and regulations of the State of Mississippi.

IV. Fees and Billing

In consideration of the services to be rendered by GovEase as set forth in this Agreement, the Customer shall pay or cause to be paid to GovEase the fees set forth and in accordance with Exhibit "B" and Exhibit "B(A)" attached hereto and incorporated herein by reference of this Agreement.

V. Modification

This Agreement may only be modified, altered, or amended by a written instrument duly executed by authorized representatives of the Customer and GovEase.

VI. Notice

Any notices required to be sent hereunder shall be hand delivered or sent by a nationally recognized overnight delivery service (such as FedEx) or by certified mail (return receipt requested) to the following addresses:

CUSTOMER: Pearl River County, Mississippi
100 ~~406~~ South Main Street
Poplarville, Mississippi 39470
Attention: Gary Beech
Its: Tax Assessor-Collector

GOVEASE: James C. Pittman, CEO & Owner
GovEase Auction, LLC
2080 Main Street, Suite 200
Madison, MS 39110

VII. Limited Warranties

GovEase warrants that the web site and internet application, when provided with accurate and properly formatted data from and by the Customer and from and by third-party users, and when accessed by properly functioning software and equipment of third-party users with the appropriate system requirements, including, but not limited to devices with internet access that are updated with current operating systems, patches and installed with current versions of commonly used web browsers will perform substantially as required in order to facilitate the Customer's online auction(s). For the purposes of this Agreement, the term "third party users" shall be defined as bidders or participants in auctions conducted by GovEase on behalf of the Customer pursuant to this Agreement. In the event that failures or defects arise with the web site or internet application prior to, during or after an auction, GovEase will, at no charge to the Customer, make any necessary corrections to the web site and/or internet application so that the web site performs substantially as required under the terms of this Agreement, and will use its commercially reasonable best efforts to make such necessary corrections applicable within a reasonable period of time of being notified by the Customer of any such failures or defects in the web site, provided that the Customer provides GovEase with information necessary and sufficient to correct such failure or defect upon GovEase's request. In the event GovEase is not able to make such corrections applicable within a commercially reasonable time, a GovEase representative will confer with a representative of the Customer to advise the Customer on the status of problem resolution and anticipated time of correction.

VIII. Breach and Termination

- a. In the event of the occurrence of a material breach or violation of this Agreement by a party, the non-breaching party shall provide written notice to the breaching party regarding the occurrence of and facts surrounding said material breach or violation of this Agreement, along with a description of the steps necessary to remedy, resolve or remove the material breach or violation. If said material breach or violation is not remedied, resolved, or removed within sixty (60) days after such written notice, the non-breach party may immediately terminate this Agreement, by providing immediate written notice to the breaching party.
- b. Termination of this Agreement shall not deprive a party of other remedies available under this Agreement or the applicable law for failure of a party to perform its obligations under this Agreement. Failure of either party to enforce a material breach or any violation of the terms of this Agreement or to exercise any remedies hereunder

shall not be considered as a waiver of that party's rights, respectively, with respect to any subsequent breach or violation.

- c. In the event of a party's breach or failure to perform its obligations under this Agreement and it becomes necessary for either party to employ an attorney to enforce compliance with any of the provisions herein contained or to give advice, enforce or demand either party's rights or remedies hereunder, then the defaulting or breaching party shall be liable for the non-breaching or non-defaulting party's attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).
- d. Upon termination of this Agreement, each party shall promptly return to the other any and all personal property intellectual property data of the other held by such party, including, but not limited to, any of GovEase's Confidential Information as that term is defined in Section X of this Agreement, and shall provide a certificate to the other party to the effect that it has delivered to the other party all property belonging to the other party, including Confidential Information, and has retained no duplicates or copies of, nor conveyed to any third party, any such property.
- e. The Customer acknowledges and agrees that the consideration which GovEase shall receive under this Agreement shall not and does not include any sum sufficient for GovEase to assume the risk of any incidental damages which might arise in connection with GovEase's use of the website, internet application and all other documents, files, reports, data summaries, work papers, electronic or otherwise. Accordingly, Customer agrees that GovEase shall not be responsible to Customer for any business down-time, inefficiencies, loss of profit, indirect, incidental, special or consequential damages arising out of the performance or failure to perform the terms of this Agreement or related to the Customer's licensing or use of the website, internet application or documentation, electronic or otherwise.

IX. Title

It is agreed between the parties that GovEase owns all rights, title and interest in and to the web site, internet application, and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of GovEase in connection with the services to be performed by GovEase pursuant to this Agreement, as well as the related source code including copyright, trade secret, patent, trademark, servicemarks and other proprietary rights and all customizations, enhancements, modifications, improvements, derivations or other variations thereof. This Agreement does not transfer to the Customer under any circumstances any of GovEase's ownership rights in the web site, internet application or the related source code.

X. License

- a. GovEase grants the Customer and its full-time, part-time or contract employees (excluding professional consultants), subject to the terms and conditions of this Agreement, a limited, non-perpetual, non-transferable and non-exclusive license to access and use the web site and internet application solely in conjunction with the Customer's billing, collection and administration of the relevant taxes and auctions. This license immediately terminates upon any termination of this Agreement. GovEase is acting as an Application Service Provider ("ASP") supplying to the Customer a hosted service via the Internet.
- b. The Customer acknowledges and understands that the GovEase web site and internet application licensed under this Agreement is owned by GovEase and constitutes a valuable trade secret belonging to GovEase. The

Customer also acknowledges and understands that GovEase is willing to provide the Customer with certain proprietary business and technical information regarding its web site and internet application pursuant to this Agreement. It is expressly understood and agreed that the software used to develop and operate the web site and internet application; any related materials and documentation provided by GovEase, including without limitation information related to security, functionality or other technical aspects of the web site and internet application; the non-public pages of the web site; and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of GovEase in connection with the services to be performed by GovEase pursuant to this Agreement (sometimes collectively referred to herein as "Confidential Information") constitute a valuable proprietary product and trade secret of GovEase embodying substantial creative efforts and secretive information, ideas, and expressions. The Customer agrees to hold all such Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Confidential Information and other materials designated by GovEase as Confidential Information. Such steps shall include, without limitation, refraining from taking any action in derogation of GovEase's ownership rights in the web site, internet application and Confidential Information and taking actions similar to those taken by the Customer with respect to protecting other third-party Confidential Information in its possession.

- c. The Customer shall not disclose or otherwise make available GovEase's Confidential Information in any form to any person except to those employees of the Customer or GovEase who need access to the information to facilitate the Customer's authorized use of the web site. Nothing herein shall be construed, however, to prohibit the Customer from making any disclosures required of the Customer pursuant to any legal process or request from any governmental authority having jurisdiction over the Customer, or from making disclosure required by applicable law. However, prior to any such disclosure, the Customer shall provide written notice at least thirty (30) days prior to any such disclosure to GovEase in order to enable GovEase to seek judicial relief. The Customer's obligations under this paragraph shall survive termination of this Agreement.

XI. Confidentiality

Each party agrees to treat any information they receive that is submitted to the web site by third party users, including without limitation, deposit amounts, social security numbers, bank account numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the web site. GovEase will not change the "privacy policy" without the Customer's consent, which such consent shall not be unreasonably withheld.

XII. Place of Execution; Governing Law; Venue

This Agreement shall be deemed to be executed in Pearl River County, State of Mississippi, regardless of GovEase's domicile, and shall be interpreted and construed in accordance with the laws of the State of Mississippi. The parties agree that the venue for any and all claims between the parties arising from this Agreement shall be in the state or Federal courts of Mississippi and for Pearl River County, Mississippi.

XIII. Successors

The provisions of this Agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors and assigns of GovEase as GovEase shall have the right to transfer or assign its interest in this Agreement to any person, persons, partnerships, association, corporation, or other legal entity. Customer shall not assign any right or obligation hereunder in whole or in part, without the prior written consent of GovEase.

XIV. Severability

- a. If any provision of this Agreement is found to be unlawful or to otherwise conflict with applicable law, the applicable law shall control, and the offending provision shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder of this Agreement.
- b. If any provision of this Agreement is found to be unlawful or to otherwise conflict with applicable law, then the parties hereby agree to modify said provision, in a writing to be an amendment to this Agreement to be signed by authorized representatives of the parties, to comply with the applicable law and to reflect the parties' intention, if any such written amendment to this Agreement is necessary.

XV. Force Majeure

- a. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "force majeure." For purposes of this Agreement, the term "force majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including but not limited to natural disasters, wars, pandemics, power failures, internet outages and other acts of God.
- b. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall:
 1. Promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and
 2. Use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

XVI. Authorization

Both GovEase and the Customer each represent and warrant to the other that each is authorized by all required and necessary corporate or government authority or action to enter into this Agreement and that the individual(s) signing this Agreement on behalf of GovEase and the Customer are authorized to bind GovEase and the Customer to its terms. Furthermore, both GovEase and the Customer represent that they are free to enter into this Agreement and that doing so, or performing the duties required under this Agreement, will not violate the terms of any other agreements or contracts between the parties and any third parties.

XVII. Complete Agreement

This Agreement, and Exhibits A, B, and B(A) which must be attached hereto constitute the entire understanding and Agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous Agreements, representations, warranties, and understandings of such parties, whether oral or written.

{Signatures to Appear on the Following Page.}

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement for Online Auction Portal to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the Effective Date of this Agreement duly authorized to execute this Agreement on behalf of GovEase Auction, LLC or the Customer.

GOVEASE AUCTION, LLC, a Mississippi
limited liability company

By: _____

Printed Name: _____

Its: _____

Pearl River County, Mississippi

By:  _____

Printed Name: SANDY KANE SMITH

Its: President

Pearl River County
Tax Assessor/Collector

P. O. Box 569
Poplarville, MS
601-403-2300

May 31, 2023

Board of Supervisors
Poplarville, MS

Please authorize the Clerk to advertise for Personal Property Maintenance bids as authorized under MS Code Section 27-35-165. Find the specifications attached.

Sincerely,



Gary Beech, Tax Assessor/Collector
Pearl River County

SPECIFICATIONS FOR 2024 PERSONAL PROPERTY ASSESSMENT CONTRACT

1. The Contractor will be responsible for assessment and data entry for all renditions and new businesses and reappraisal of existing businesses in accordance with Rule 8 of the State Tax Commission regulations.
2. The Contractor will enter all data in the county computer system and make all necessary changes and notations on both hardcopy records and digital records.
3. Work products shall be delivered periodically as completed with an overall completion date of May 31st of each year.
4. The Contractor must be available to meet with the County with the Board of Supervisors, Tax Assessor/Collector, and or taxpayers to discuss any objections or situations or problems as they arise.
5. All work performed under this contract must be performed in conformity with the guidelines established in the appraisal manuals of the Mississippi State Tax Commission.
6. The Contractor shall provide a list of all experience in the State of Mississippi of a similar scope. References should be provided. Experience will be considered in the award of the bid.
7. The successful bidder must have extensive experience in appraising commercial and industrial property using the Mississippi State Tax Commission system of appraisal.
8. The successful bidder shall negotiate a written contract including industry standard clauses, requiring compliance with State Laws and Regulation.
9. The initial bid shall be for the 2024 tax roll and may be extended for three additional annual periods (2025, 2026 and 2027) unless canceled in writing by either the BOS or the Tax Assessor, representing the county or the contractor.

ORDER TO APPROVE CHANCERY CLERK'S AGENDA ITEMS

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

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

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

- A. Approve the Mississippi Department of Revenue's (DOR) request for Homestead Adjustments (Chargebacks).
- B. Object Mississippi Department of Revenue's request for Homestead Adjustments.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

ALLOWED HOMESTEAD ADJUSTMENTS

As Chancery Clerk of Pearl River County, I am asking you to approve the Mississippi Department of Revenue's (DOR) request for Homestead Adjustment (Chargeback) for the following people on the 5th day of June 2023. This board action will approve those DOR requests from February 17, 2023. I ask you to accept the chargebacks for the following individuals:

February 17th, 2023:

ADAMS MARVIN	BOURGEOIS VICTORIA S
ADKINS JEREMY DEAN	BOWENS KIMAKA
AMACKER DANNY JOE	BRIDGES RONELIOUS
ANDERSON AMY E	BRITT AMANDA MARIA
ANDERSON RYAN C	BROWDER JIM
ANDREWS BRADLEY SLADE	BROWN ROBERT D
ANTOINE RONALD	BURAS JESSIE JR
ARCENEUX RODNEY	BURNS JARED A
AULTMAN JOHN A	BYRNES JOHN D III
BARBIN JEROME	CAIRE MANUELLA COUSIN
BARNETT KELLY ANN MARIE	CALDWELL DAVID W JR
KNIGHT	CARTER JONATHAN
BAZILE JEFFREY P	CHEFFEN ROTAJAUNA RAY
BEACH JOHN L	COLLETTI CALEB
BELLANGER ROBERT W II	COMEAUX JOHN P JR
BENNETT MARCUS WAYNE	CRAFT BRANDON M
BERGHMAN ASHLEY M	CROWE BLAIZE L
BERNARD ALBERT	CUCULLU REBECCA LYNN
BICKHAM WILLIAM KEITH	CUEVAS REX JR
BLAZIO RONNIE	CUFR MATTHEW A
BOECK JOSHUA	CURRIE JOSEPH LEROY
BOQUET ALVIN H JR	DASA NARADA
BOUNDS JON ERIK	DAVIS MICHAEL

DAWSEY CHRISTOPHER RANDLE
DEDEAUX DOUGLAS C
DEDUAL GEORGE B III
DEES WENDY DUNLAP
DIEBOLD MICHAEL F
DILLON FREDERICK O
DOBSON JOHN THOMAS JR
DONHAM MICHAEL W
DORE JENNIFER
DOSSETT WALLACE LANE
DRENNAN DANNY
DUNHURST DEWAYNE
DUNNAM HEATHER ANN
EARLY DENNIS
EASTERLING KIMBERLY C
EDENFIELD KATHERINE ASHE
EDWARDS COREY
EGANA THERON A
FABRA LORI
FINNAN JOHNNY W
FONTENOT RAQUEL
FORTIER JOSEPH
FRANATOVICH LARRY
FRANZEN RUSSELL
FREDERICK PAMELA
FRIERSON JEFFERY PAYTON
GALLOWAY DURRELL C
GAY MICHAEL GENE
GILL DANIEL SCOTT
GOBUZZI ANTHONY J SR

GOTANGCO CRESENTE V
GRAHAM RUBY
GRAY STEPHEN B
GRIFFIN MICHAEL STEWART
HAMMETT BUDDY RAY JR
HANNA JERRY L
HARALSON TYRE A
HARRISON STACEY
HARRY WILLIAM
HARVEY ROBERT G SR
HERNDON JOSH
HICKS CHARLES R JR
HIGHLAND CELIA DIANE
HOLDEN JON C
HOLLOWAY LOUIS J JR
HOROWITZ RICHARD
HOUCK KEVIN S
HURD COREY
JACKSON COREY
JACKSON JOHN A JR
JANEAU KENNETH WAYNE
JARRELL KERRY LYNN
JENKINS LUCILLA
JESSIE EDITH F
JOHNSON CHERYL P
JOHNSON DALTON TRAVIS JR
JOHNSON LAURIE RAE
JONES OFELIA D
JORDAN MICHAEL B
JUMPIERE DOROTHY H

KELLAR JONI M
KELLY MARIE
KENNEDY RICHARD
KING VIRGINIA DARLENE SMITH
KIRBY RICHARD T
KITCHENS JIMMY D
KULAS JEFFREY A
LADNER GARRISON C
LADNER TIMOTHY JOSEPH
LANDIS CASSANDRA GUIDOS
LANGLOIS BRANDON J
LAUGA KELLY L
LEE BRANDON JAMES
LEE DANIEL
LUCUS WINSTON W
MADARIS SARA A
MAGEE CALVERT
MAGEE DRAESHUND K
MANNING WAYNE L JR
MARSH CHARLES S JR
MARSHALL MARCUS R
MAUKE NICK
MAY ROBERT J
MCCRINE JOSHUA LLOYD
MCKELVIN BEVIN
MCMANUS HALEY
MCQUEEN GREG L
MERRIFIELD AARON E
MESHELL BRENDA G
MILLER YOLANDA D

MILTON JAMES KENNETH
MITCHELL OTTIS L III
MITCHELL STEVEN D
MOORE JOHN C
MUSSO WENDY M
NAJI SULTAN
NEFF SHANA
NICHELSON TRACY LYNN
NIELSEN THERON ROYCE
NIKOLAS EARL RICHARD II
NORTON MICHAEL
O NEILL MICHAEL C
ORTEGO DAWN
OSBORN CLARENCE E
PAVIA ROBERTO
PAYNE BRYAN ALAN
PENTON BEVERLY
PENTON CAROLYN SUE NOEL
PENTON JOHN A JR
PENTON TIFFANY
PETERSON R MICHAEL
PETTIT BRIAN D
PIGEON SHAWN W
PIPPEN SHANNON D
PLAISANCE NIKOLE
POU JORGE J
POULLARD WOODMAN R
POUNDS KENNETH W
PRESTON SARAH C
PRINCE AMBER D

PULLIN BRYAN
RACHEL HEATHER J
RAYBORN BRANDON MILLER
REED RITCHIE R SR
REID MICHAEL W
RESTER DANNY L
RICHARDSON BRANDY TRUDELL
ROBINSON JERMAINE
RODRIGUEZ VICTORIA P
ROPER ROBERT CHRIS JR
RUSH KIRBY KYLE
RUSHING JONATHAN
RUSHING JONEY W
SCHMIDT PATRICA M
SEAL JASON L
SEAL STEVEN L
SEALS DARLENE M
SEALS TIMOTHY S
SIMS AMANDA
SINGLEY LEE
SKINNER RICHARD A
SLATER ALAINE LOUISE
SLEIK DANIEL
SMITH CHAD L
SMITH JENNY A
SMITH KARA
SMITH LAURA
SMITH LISA ANN
SMITH RICHARD HARVEY
SMITH SAMUEL JR

SMITH TYLER LAWAYNE
SPAIN JAMES MICHAEL JR
SPENCE DEVIN
SPIERS CODY LEE
STANFORD H M III
STEWART KRISTOFER
STEWART TANA M
STOCKSTILL CLINTON W
STOCKSTILL SHANE
STRAIN PAULA K
STUBBS DESMON
STUBBS RUBY ANN
SYRIE CHARLES JR
TAYLOR DAISY M ARMSTRONG
TAYLOR HARRY
THIBERVILLE DANIEL
THIGPEN ERIC
THIGPEN MCKENZIE
THOMAS CORNELIUS
THOMPSON COLEY J III
TOMSON JESSIE
TONEY JAMES H
TRAVIS PATRICIA KIRKLAND
TRAVIS PORTIALA
TREADAWAY JOHNNY D
TREADWAY DONOVAN
WADE JOEL M
WALDROP JOSEPH D JR
WARNER ROBERT
WATTS MICHAEL DAVID

WESTBROOK MYRA

WESTBROOK STACEY

WHEAT GWEN S

WHITEHEAD ROSEMARY

WILLIAMS DONALD L JR

WILLIAMS LINDA

WILLINGHAM D ANNE P

WOLCOTT ACELA G

WOOD ZENNIS T

YARBROUGH DONNA

YOUNG LARISSA A

OBJECTIONS TO HOMESTEAD ADJUSTMENTS

As Chancery Clerk of Pearl River County, I am asking the Board of Supervisors to object to the Department of Revenue's request for Homestead Adjustment for the following people on the 5th day of June 2023:

February 17th, 2023:

ENTREKIN, REGINALD LESTER

GIVEANS, FRED

GOODALE, CLINTON

GREMILLION, ERIC P

STOCKSTILL, BRADLEY

ORDER TO APPROVE INVENTORY CLERK'S REQUEST TO
REMOVE ASSET # 5052 FROM SHERIFF'S OFFICE INVENTORY

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

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 attached request from Inventory Clerk to remove Asset # 5052 from Sheriff's Office Inventory.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

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



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

353

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

06/01/2023

Honorable Supervisors

RE: Remove Item from inventory

Please remove the attached Asset # 5052 from Sheriff office inventory

Best Regards,

A handwritten signature in black ink, appearing to read "Jerry Bounds".

Jerry Bounds
Inventory Clerk



354

PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Office (601) 403-2500
Fax (601) 403-2529
Dispatch 24 Hr. (601) 795-3077

MEMO

TO: Jerry Bounds

FROM: Major Rob Williams

RE: Removal of broken TV from inventory

DATE: 05/31/2023

Please remove Asset# 5052 from inventory. This TV will not turn on and has been destroyed.

Major Rob Williams

F1-TYPES F2-LOCATIONS F3-FUNDS F4-DEPTS F5-ADDENDUM F6-ALLOCATION F13-PAPERLINK

ORDER TO ACCEPT JANITORIAL BIDS FOR COURTHOUSE AND
COURTHOUSE ANNEX

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to accept Janitorial Bids for Courthouse and Courthouse Annex.

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

Be It Ordered by the Pearl River County Board of Supervisors to accept attached Janitorial Bids for Courthouse and Courthouse Annex.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

ORDER TO AWARD JANITORIAL BID FOR THE COURTHOUSE AND
COURTHOUSE ANNEX TO JANI KING

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to award Janitorial Bid for the Courthouse and Courthouse Annex.

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 award Janitorial Bid for the Courthouse and Courthouse Annex to Jani King, the best and lowest bid.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

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



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

May 31, 2023

Honorable Board of Supervisors

I am requesting that the following Janitorial Bids for the Main Courthouse and the Courthouse Annex be accepted and spread upon the minutes. I am also requesting that JaniKing be awarded this contract due to their bid being the lowest and best bid for both buildings. Please grant Adrain Lumpkin, County Administrator authority to execute said contract documents and obtain a start date with JaniKing representative. The original bids are on file in my office. Please see attached documentation to support this request. Thanks for your cooperation in this matter.

Sincerely,

Lisa Napier,
Purchase Clerk

PUBLIC NOTICE**NOTICE OF INVITATION
TO BID**

Notice is hereby given that seal bids will be received by the Board of Supervisors of Pearl River County, Mississippi for janitorial services at the following County Buildings: Courthouse and Courthouse Annex. Bids will be received until 10:00 A.A. on the 23rd day of May 2023, at the Pearl River County Administrators Office, located at 109 West Pearl Street, Poplarville, MS 39470. Bid specifications can be obtained from Lisa Napier, Purchase Clerk at 601-403-2308 or lfowler@pearlrivercounty.net. For inspection you can contact Jerry Bounds, Inventory Clerk at 601-337-1081. The Board expressly reserves the right to accept or reject any or all bids. Adrain Lumpkin, Jr.
County Administrator

Picayune Item:
May 3 and 10, 2023
BIDS

JANITORIAL BID TABULATION MAY 23, 2023

Courthouse Annex

Jani-King	\$3,995.00 monthly
Dragon Commercial	\$4,750.00 monthly
Wendy Orr	\$7,400.00 monthly

Main Courthouse

Jani-King	\$3,548.00 monthly
Dragon Commercial	\$3,750.00 monthly
Wendy Orr	\$4,900.00 monthly

This bid is submitted by Wendy Orr for the original Courthouse and Courthouse Annex according to the requirements presented for monthly payment.

Signature Wendy Orr

Date May 21, 2023

BIDDS FOR JANITORIAL SERVICES**Specifications**

Requirements under the contract:

1. Contractor will supply all labor necessary to accomplish the work. Pearl River County will furnish the cleaning supplies to accomplish the necessary services.
2. Contractor must furnish proof of workers compensation insurance or a true statement that they are exempt from the requirement of workers compensation insurance.

Services under this contract:

1. All services are quoted on a per month basis.
2. All bids must contain a price per month for each building. Bidder does not have to submit a bid for each building listed. Bidder may bid on 1 or more buildings.
3. The term of the contract will be for one (1) year with additional renewal agreed upon by the Board of Supervisors.
4. Payment will be monthly by contract's invoice pursuant to the Board of Supervisors' regular claim docket.

Courthouse Annex

\$ 7,400.00

100 S. Main Street

Poplarville, MS 39470

Courthouse

\$ 4,900.00

200 S. Main Street

Poplarville, MS39470

Dragon Commercial Building Services

362

BIDS FOR JANITORIAL SERVICES

Specifications

Requirements under the contract:

1. Contractor will supply all labor necessary to accomplish the work. Pearl River County will furnish the cleaning supplies to accomplish the necessary services.
2. Contractor must furnish proof of workers compensation insurance or a true statement that they are exempt from the requirement of workers compensation insurance.

Services under this contract:

1. All services are quoted on a per month basis.
2. All bids must contain a price per month for each building. Bidder does not have to submit a bid for each building listed. Bidder may bid on 1 or more buildings.
3. The term of the contract will be for one (1) year with additional renewal agreed upon by the Board of Supervisors.
4. Payment will be monthly by contract's invoice pursuant to the Board of Supervisors' regular claim docket.

Courthouse Annex

\$ 4750⁰⁰

100 S. Main Street

Poplarville, MS 39470

Courthouse

\$ 3750⁰⁰

200 S. Main Street

Poplarville, MS39470

COMMERCIAL LINES COMMON POLICY DECLARATIONS

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BY AN "X":

Stock
Company

☒ UNITED NATIONAL INSURANCE COMPANY

☐ PENN-STAR INSURANCE COMPANY

☐ PENN PATRIOT INSURANCE COMPANY

SKN0004099

Renewal of Number

Bala Cynwyd, Pennsylvania 19004

State Control Number

POLICY NUMBER: SKN0005252

YOUR PRODUCER'S NAME AND ADDRESS:

1. **NAMED INSURED:** Dragon Commercial Building Services, L
DBA: Benefit Solutions Group LLC
MAILING ADDRESS: 1521 5th Ave
Picayune MS 39466
P O Box 426
Picayune MS 39466
Producer #: 9414, Phone: 601-749-9009

2. **POLICY PERIOD:** From 6/03/2022 To 6/03/2023 at 12:01 A.M.
Standard Time at your mailing address shown above.

3. **FORM OF BUSINESS:** Organization **OTHER DESC:**

4. **BUSINESS DESCRIPTION:** Janitorial

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
Commercial General Liability Coverage Part	\$	\$450.00
Commercial Property Coverage Part	\$	Not Covered
Commercial Crime Coverage Part	\$	Not Covered
Commercial Inland Marine Coverage Part	\$	Not Covered
Professional Liability Coverage Part	\$	Not Covered
Liquor Liability Coverage Part	\$	Not Covered
Commercial Umbrella Coverage Part	\$	Not Covered
Owners Contractors Protective Coverage Part	\$	Not Covered
TRIA	\$	Included

6. TOTAL PREMIUM PAYABLE AT INCEPTION	\$	
GL Subtotal	\$	\$450.00
Policy Fee	\$	\$150.00
Windpool Assessment Fee	\$	\$18.00
Stamping Fee	\$	\$1.50
Surplus Lines Tax	\$	\$24.00
Other:	\$	
TOTAL	\$	\$643.50

7. **FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:**

AS PER FORM SAA-100 (08/1998) SCHEDULE OF FORMS AND ENDORSEMENTS ATTACHED

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Agency Code:

Strickland General Agency, Inc., MGA #: 01425

By

Authorized Representative

06/02/2022

STA30

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: SKN0005252

1. **NAMED INSURED:** Dragon Commercial Building Services, LLC
2. **LIMITS OF INSURANCE - INSURANCE APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

General Aggregate Limit (Other than Products/ Completed Operations)	<u>\$200,000</u>
Products/ Completed Operations Aggregate Limit	<u>Included</u>
Each Occurrence Limit	<u>\$100,000</u>
Personal & Advertising Injury Limit	<u>\$100,000</u>
Damage to Premises Rented to You Limit	<u>\$50,000</u> any one premises
Medical Expense Limit	<u>\$5,000</u> any one person

3. **LOCATIONS** of all premises you Own, Rent, or Occupy

	Address	City	State	Zip
No.	1521 5th Ave Picayune MS 39466			

4. **CLASS ****
- | <u>Premium Basis</u> | <u>RATES</u> | | <u>ADVANCE PREMIUM</u> | |
|------------------------|-----------------|------------------|------------------------|------------------|
| <u>Code / Exposure</u> | <u>Prod/ CO</u> | <u>All Other</u> | <u>Prod/ CO</u> | <u>All Other</u> |
- ** If Classifications are Numbered, the coverage applies to the corresponding Location No.

No. Janitorial Services

	96816+ (p) : 10,400	Included	37.69	Included	\$392
--	---------------------	----------	-------	----------	-------

No.

No.

No.

Balance to Minimum: \$58

Total Premium: \$460

** If Classifications are Numbered, the coverage applies to the corresponding Location No.

(s) gross sales - per \$1000

(c) total cost - per \$1000

(m) admissions - per 1000

(e) each

(p) payroll - per \$1000

(a) area - per 1000 sq. ft.

(u) units

(o) other

(t) see classification notes in company or ISO Commercial Lines Manual

5. **Policy may be AUDITABLE**

6. **SPECIFIC GENERAL LIABILITY FORMS/ ENDORSEMENTS**

see attached SAA100 08 98

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.

Western Surety Company

JANITORIAL SERVICE BOND

Executed In Duplicate

Bond No. 61703229

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Dragon Commercial Building Services, LLC of 1521 5th Ave, Picayune, MS 39466

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being Five Thousand and 00/100

DOLLARS (\$5,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 30th day of May, 2013, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

Form 1375-10-2002

SALVAGE:

SECTION 9. If the Oblige shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Oblige shall be entitled to all recoveries, except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Oblige, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Oblige or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Oblige at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Oblige upon the Surety or by the Surety upon the Oblige, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Oblige at its principal office shall be sufficient proof of notice. The Surety shall refund to the Oblige the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Oblige.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 12. No Employee, to the best of the knowledge of the Oblige, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Oblige or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Oblige or any predecessor in interest of the Oblige and covering one or more of the Oblige's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS—NOTICE—PROOF—LEGAL PROCEEDINGS:

SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Oblige, or by any partner or officer thereof not in collusion with such Employee, the Oblige shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

TEMPORARY EMPLOYEES:

SECTION 14. The Oblige shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Oblige. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

EXCLUSIONS:

SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

- a. The Oblige's inability to realize income that would have been realized had there been no loss covered by this bond.
- b. Payment of damages of any type for which the Oblige is legally liable. Compensatory damages arising directly from a covered loss will be paid.
- c. Payment of costs, fees, or other expenses incurred by the Oblige in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action.

OTHER INSURANCE:

SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED May 30th, 2013

WESTERN SURETY COMPANY

By _____
Appointed Agent of Surety

By Paul T. Brufat
Paul T. Brufat, Senior Vice President



Executed In Duplicate

Western Surety Company

CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER

In the event that the Insured's Customer or Subscriber shall sustain a **direct** loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 30th day of May, 2013, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 61703229, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Dragon Commercial Building Services, LLC

Signed this 30th day of May, 2013.



WESTERN SURETY COMPANY

By

Paul T. Bruflat, Senior Vice President

Tim Hart

From: Scott Clark [sclark@mwcc.ms.gov]
Sent: Tuesday, May 21, 2013 10:54 AM
To: Tim Hart
Subject: RE: Exemption to MS Workers Comp Law?

You are correct that a company or business with less than five employees is not subject to our law. However, if this small business is being hired by another to subcontract work, then the hiring company becomes responsible for any employees of its subcontractors if they are not already insured. Hence, they want the sub-contractor to buy its own insurance, otherwise, the hiring company has to provide coverage. There are no exemption forms that will allow a way around this.

Sincerely,

Scott Clark
Senior Attorney
Mississippi Workers' Compensation Commission
PO Box 5300
Jackson, MS 39296
Direct Fax: 601-987-4237

Views or opinions presented in this email are solely those of the author and do not represent those of the M.W.C.C., unless otherwise stated. Further, nothing in this message should be construed or taken as legal advice to the intended recipients. This message may contain confidential information intended only for the individual(s) named. If you are not a named recipient and you have received this communication in error, you should not disseminate, distribute or copy this e-mail. Instead, please notify the sender immediately and delete this e-mail along with any attachments from your system. E-mail transmission is not guaranteed to be secure, error-free or virus free. The sender does not accept liability for any harm or damage caused by viruses, errors or omissions in the contents of this message which arise as a result of e-mail transmission.

From: Tim Hart [mailto:tchgroup@bellsouth.net]
Sent: Friday, May 17, 2013 1:55 PM
To: Scott Clark
Subject: Exemption to MS Workers Comp Law?

Mr. Clark, in the past you have helped me to understand some parts of the MS Workers Comp Law. My question is if a firm with less than 5 employees is not subject to the MS State workers compensation law, is there an exemption form provided by the state that would apply to another entity making them exempt from the law in the event they hire that firm with less than 5 employees? If there is an exemption form I need to get one. My insured wants to buy a worker compensation policy but exclude himself. The company that is hiring him wants him to be included on the policy. They said our state does not have an exemption to the law in Mississippi. I need some direction on this one. I know firms with less than 5 employees are not subject to the law, but does that relieve companies that hire them from potential liability issues? Is there an exemption form that would apply to both the under 5 employee firm and the company hiring them?

Kindest Regards,

Tim Hart
Benefit Solutions Group, LLC
Tel- 601-749-9009
Fax-601-749-9028
tchgroup@bellsouth.net

The information contained in this message may be privileged, confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the

Jani-King of MS Coast
 12207 Hwy 49
 Suite 20
 Gulfport, MS 39503
 (228) 276-2890



May 9, 2023

Regional Support Centers

Alexandria • Baton Rouge
 Biloxi • Daphne
 Flowood • Hattiesburg
 Houma • Lafayette
 Metairie • Montgomery
 Ponchatoula • Shreveport

Franchise Locations

Abbeville • Alexandria • Ama
 Amite • Arnaudville • Avondale
 Baton Rouge • Bay Minette
 Bay St. Louis • Belle Chasse
 Bessemer • Biloxi • Bossier City
 Boutte • Brandon • Braxton
 Breaux Bridge • Brookhaven • Bush
 Byram • Cankton • Cantonment
 Carencro • Carriere • Church Point
 Clinton • Conehatta • Covington
 Crystal Springs • Daphne
 Deatsville • Denham Springs
 Destrehan • Eight Mile • Elba
 Elmore • Enterprise • Ethel
 Fairhope • Florence • Foley
 Fort Walton • Franklinton • Gautier
 Geismar • Gonzales • Gray
 Greensburg • Greenville
 Greenwell Springs • Hattiesburg
 Houma • Irvington • Jackson
 Kenner • Kilgore • Killeen
 LaCombe • Lafayette • Lake Charles
 Laplace • Lexington • Longview
 Louisville • Loxley • Lucedale
 Luling • Lutchet • Madison
 Madisonville • Magee • Mandeville
 Marks • Marksville • Marrero • Matthews
 Maurepas • McComb • McHenry
 Meridian • Metairie • Milton • Minden
 Mobile • Monroe • Montgomery
 Morgan City • Morton • Moss Point
 Mount Olive • Natalbany
 New Iberia • New Orleans
 Ocean Springs • Panama City
 Pass Christian • Patterson • Pearl
 Pensacola • Perkinston • Petal
 Pine Apple • Ponchatoula
 Poplarville • Prairieville • Prattville
 Prentiss • Purvis • Raleigh • Reserve
 Ridgeland • River Ridge • Saucier
 Semmes • Sheffield • Shreveport
 Slidell • Spanish Fort • St. Rose
 St. Bernard • St. Martinville • Sumral
 Sunset • Tallahassee • Tallulah
 Terry • Terrytown • Theodore
 Thibodaux • Tickfaw • Vacherie
 Vancleave • Vicksburg
 Wake Village • Walker • Ward
 Washington • Woodworth
 Youngstown • Youngsville • Zachary

Ms. Lisa Napier
 Purchase Clerk
POPLARVILLE COURTHOUSE ANNEX
 100 S. Main St.
 Poplarville, MS 39470

Dear Ms. Napier:

Thank you very much for the time and interest you have afforded me concerning the janitorial needs for your facility. Jani-King appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

Most companies change cleaning services about every 18 months which shows a high degree of dissatisfaction; not to mention the wasted time securing proposals from cleaning companies that over-promise and under-deliver. Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

Each Jani-King representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by Jani-King personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (228) 276-2890.

Trusting we may be of service,

Nick Ourso

Jani-King of MS Coast

PRICING SCHEDULE*

POPLARVILLE COURTHOUSE
200 S. Main St.
Poplarville, MS 39470

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM OPTION 1INITIAL ALL THAT APPLY

MAINTENANCE THREE (3) TIMES PER WEEK
THREE THOUSAND FOUR HUNDRED
EIGHTY-THREE DOLLARS
\$3,483.00
PER MONTH

OTHER SIXTY-FIVE DOLLARS
\$65.00
PER MONTH

TOTAL THREE THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS
\$3,548.00
PER MONTH

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.

PRICING SCHEDULE*

POPLARVILLE COURTHOUSE ANNEX
100 S. Main St.
Poplarville, MS 39470

The Named Areas will be serviced according to the Cleaning Schedule
 for a minimum monthly charge of:
 (Tax Not Included – Florida & Texas Only)

PROGRAM OPTION 1INITIAL ALL THAT APPLY

MAINTENANCE THREE (3) TIMES PER WEEK
 THREE THOUSAND NINE HUNDRED THIRY
 DOLLARS
 \$3,930.00
 PER MONTH

OTHER SIXTY-FIVE DOLLARS
 \$65.00
 PER MONTH

TOTAL THREE THOUSAND NINE HUNDRED THIRY DOLLARS
 \$3,995.00
 PER MONTH

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)

12/22/2022

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

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

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED 1347943 Enmon Enterprises, LLC, Dba Jani-King of Mississippi Coast 12207 Hwy 49, Suite 20 Gulfport MS 39503	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Great American Insurance Company INSURER C: The First Liberty Insurance Corporation INSURER D: INSURER E: INSURER F:	NAIC # 23035 16691 33588

COVERAGES ENMEN01A **CERTIFICATE NUMBER:** 12744639 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	TB2-695-458279-033	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	AS2-691-458279-043	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC2-695-458688-973	1/1/2023	1/1/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	EMPLOYEE DISHONESTY	N	N	SAA-E163422-06-00	1/1/2023	1/1/2024	\$1,000,000 LIMIT PER OCC.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

12744639
SPECIMEN

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Frederick S. Soudon

© 1988-2015 ACORD CORPORATION. All rights reserved.

ORDER TO APPROVE CONSENT AGENDA ITEMS EXCLUDING
LINE ITEM D

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 excluding Line D:

- A. Pearl River County School Lease
- B. Approve request for additional Poll Managers to work PIC5/HAWL/NH Precinct and Carriere 5 Precinct during the August Primary Election.
- C. Central Dispatch personnel:
 - Angela Boyd Hire full time
 - Heather Vinson Resign
 - Hannah St Amand Resign
 - Brianna Page Terminate
- D. IT Director - Personnel (Excluded)
- E. Approve Purchase Order #102717 issued to Dirty Works Services, LLC, the lowest and best quote, in the amount of \$8,950.00 for air conditioning work at North Central Volunteer Fire Department Station 1 Voting Precinct.
- F. Capital One Spark Business Card in the amount of \$95.00.
- G. Payment to Hanco Corporation in the amount of \$32,177.45 and Landry, Lewis, Germany Architects, P.A. in the amount of \$450.34 for work on Courthouse Renovations Project.
- H. Request for issuance of duplicate warrants:
 - Finish Line Gun and Pawn \$ 825.00
 - Parish Tractor Co LLC \$ 524.02
 - Parish Tractor Co LLC \$ 122.71
 - Parish Tractor Co LLC \$ 1,134.54

(CONTINUED ON NEXT PAGE)

I. Memo concerning Website to Departments.

J. Approve partial payment to Gulf South Roofing for roof replacement on the old tax building in the amount of \$ 77,425.00.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

Prepared By:

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

Return To:

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

OTHER LEASE

16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS OTHER LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 11th day of May, 2023 by and between the LESSOR,

PEARL RIVER COUNTY SCHOOL DISTRICT7441 HWY 11CARRIERE, MS 39426(601) 798-7744 1028

and LESSEE,

TRANSAMERICAN WASTE CENTRAL LANDFILL INP.O. BOX 249MCNEILL, MS 39457

INDEXING INSTRUCTIONS:

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, LESSOR does hereby lease, let and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 16 Township 4S Range 16W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. Term. The term of this Lease Agreement shall be for Twenty-Five (25) years, beginning on the 11th day of May, 2023, and terminating on the 10th day of May, 2048 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be May 11th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from May 11, 2048, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of One Thousand dollars (\$ 1000.00) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid.

Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in

the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

- a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.
- b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
 1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
 2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit

the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.
- c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- f. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
- g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the above-described property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes

necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon said premises, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs.

6. Remedies. In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the leased property and all LESSOR-owned structures and improvements thereon to the said LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE-owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of the Leased Premises and all LESSOR- owned improvements thereon absolutely, and custom, usage, or law to the contrary notwithstanding. Any removal of property from the Leased Premises shall be accomplished so as to leave said the Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of the LESSEE'S property within thirty (30) days of LESSOR'S possession. LESSEE shall be subject to the accrual of rent during said thirty (30) day period.

7. Curing Default. Notwithstanding any DEFAULT provisions of this Lease Agreement, any

present or future holder of a mortgage or deed of trust securing money loaned on facilities located on the Leased Premises shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in said property and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on the Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

9. Regulatory Compliance. LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the Leased Premises and/or obligations under this instrument. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Agreement. Notwithstanding the requirements of this paragraph LESSEE:

- a. Except as modified by paragraph 22 below, LESSEE will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by any present or future laws or regulations of any governmental authority or by any administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.
- b. Shall keep and maintain the Leased Premises in compliance with and shall not cause or permit the Leased Premises to be in violation of any environment laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous, and non-hazardous.
- c. Shall give prompt written notice to LESSOR and the Secretary of State of:
 1. Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the leased premises or the migration thereof from or to other property;
 2. All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property; or
 3. LESSEE'S discovery of any occurrence or condition that would cause the

leased premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

10. Environmental Accidents. LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the Leased Premises to LESSOR and the Secretary of State at the address provided in this instrument. LESSEE shall also furnish LESSOR a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters relating to the use and occupation of the Leased Premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of the Leased Premises upon LESSOR or the Secretary of State with those duties belonging exclusively to LESSEE.

11. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure same after thirty (30) days written notice from LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

12. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

To LESSOR:
16th Section Manager

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

To SECRETARY OF STATE:
Mississippi Secretary of State's Office, Public Lands Division
Attn: 16th Section Lands
Post Office Box 136
Jackson, Mississippi 39205-0136
(601)-359-1350

To LESSEE:

TRANSAMERICAN WASTE CENTRAL LANDFILL IN

P.O. BOX 249

MCNEILL, MS 39457

13. Insurance. LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) and the members of LESSEE shall collectively maintain a similar policy or self-insure for an excess limit of liability of one million dollars (\$1,000,000.00) for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance (or self-insurance for LESSEE'S members, if applicable) to LESSOR, shall keep this insurance (of self-insurance for LESSEE'S members, if applicable) in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company (or if the self-insurance for LESSEE'S members is managed by another company, if applicable). The amount of insurance coverage shall be adjusted for inflation every ten years on each tenth Anniversary of this instrument according to the procedures then set forth by the Office of the Secretary of State.

14. Indemnification. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by LESSEE, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

15. Mortgage Transactions. The restrictions on assignments set forth in Paragraph 8 of the Lease Agreement shall not apply to and no prior approval of LESSOR shall be required for (i) a mortgage of the leasehold estate (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within 10 days thereafter, to provide LESSOR with a copy of the assignment. No mortgagee shall be deemed to have assumed and no mortgagee shall be personally obligated to perform any of LESSEE'S obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to LESSOR in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of LESSEE which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not prorated. Nothing contained in this Lease Agreement or in any mortgage shall release LESSEE from the full and faithful performance

of LESSEE'S obligations under this Lease Agreement or from any liability for non-performance or constitute a waiver of any right of LESSOR against LESSEE.

The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of LESSEE; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this lease has been mortgaged or pledged as security.

16. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities permitted under this Lease Agreement, and shall not, in any event, commit waste or allow waste to be committed.

17. Quiet Possession. LESSEE shall have quiet and peaceful possession of said property as long as compliance is made with the terms of this agreement.

18. Bankruptcy or Judgments. LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement. LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

19. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. However, nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

20. Classification/Use. The lands herein have been classified as Other in accordance with §29-3-31 et seq. Miss. Code Ann (1972) as amended. LESSOR warrants that the Leased Premises shall be permitted to be used as set forth in Exhibit "B" for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.

LESSEE shall not use the Leased Premises for any of the following purposes:

- a. The operation of a business or proprietorship where the majority of revenues are derived from the sale of alcohol,
- b. The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display, or the sale of distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks,
- c. Activities that are considered hazardous including, but not limited to, demolition or the storage or use of dangerous substances,
- d. Any activity considered to be a nuisance,
- e. Any activity that is unlawful or immoral; or
- f. Any activity which at the discretion of LESSOR or the Secretary of State is inappropriate upon Sixteenth Section Land.

21. Successors. To the extent assignment of this Lease Agreement is allowed by the above provisions this Lease Agreement shall be binding upon LESSEE'S successors and assigns.

22. General Duties of LESSEE. LESSEE agrees:

- a. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons;
- b. To allow inspection of the Leased Premised during normal business hours by any persons responsible for management or supervision of the Leased Premises or this Lease Agreement acting in their official capacity;
- c. To perform all obligations herein expressed in a prompt fashion, without notice or demand;
- d. To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified;
- e. To provide LESSOR, at each Anniversary Date, written certification by LESSEE or an officer of LESSEE of compliance with the provisions of this lease;
- f. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

23. Alteration. It is expressly agreed by and between the parties that LESSEE will not make any alteration upon the Leased Premises without the express prior written consent of LESSOR and that LESSEE will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will LESSEE permit the same to be used for any immoral or unlawful purpose. LESSEE also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

24. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said lease property, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

25. Timber. LESSOR reserves and excepts from said lease all timber now or during the term, being situated on the Leased Premises with right of ingress and egress to remove same, and with the right to sell all or any part of said timber without breach of any right of LESSEE hereunder.

26. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

27. Recording. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

28. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

29. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

30. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of PEARL RIVER, Mississippi.

31. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

32. Supervisory Right. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

33. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

34. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this

Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

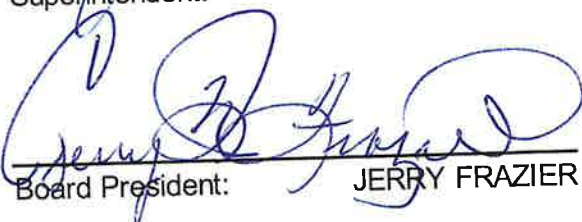
IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 5th day of June, 2023

Signed, Sealed and Delivered in the Presence of:

LESSOR:

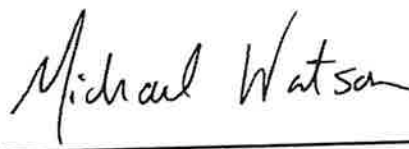
PEARL RIVER COUNTY SCHOOL
DISTRICT
School District


Superintendent: JOHN SHOWS


Board President: JERRY FRAZIER

APPROVED:


President: SANDY KANE SMITH

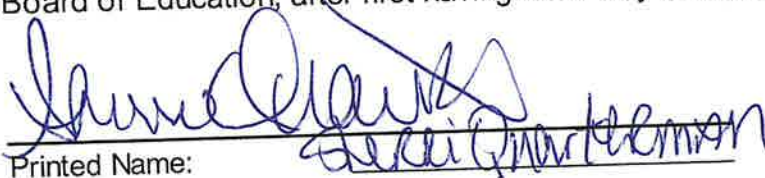

Secretary of State:
Michael Watson

LESSEE:

Printed Name:

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVERPersonally appeared before me, the undersigned authority in and for said county and state, on this day of , 2 , within my jurisdiction, the within namedJOHN SHOWS, Superintendent of Schools and
JERRY FRAZIER, school board President of thePEARL RIVER COUNTY School District Board of Education, who
acknowledged that in said representative capacity as Superintendent of Schools and
President of the Board of Education of the PEARL RIVER COUNTYSchool District, they executed the above and foregoing instrument for and on behalf of said
Board of Education, after first having been duly authorized so to do.Printed Name: Sherri Quarterman

(Notary Public)

My Commission Expires: 

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVERPersonally appeared before me the undersigned authority in and for the said county and state, on this the 5th day of JUNE, 2023, within my jurisdiction, the within named SANDY KANE SMITH, who acknowledged to me that he / she isthe President of the Board of Supervisors of PEARL RIVER

County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Printed Name: MELINDA BOWMAN

(Notary Public)

My Commission Expires: JAN 1, 2024

(Affix official seal, if applicable)

ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged that he / she executed the above and foregoing instrument.

Printed Name:

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name:

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

A 40' ingress/egress easement being part of the NW 1/4 of the NE 1/4 and SW 1/4 of the NE 1/4 of Section 16, Township 4 South, Range 16 West, Pearl River County, Mississippi and being more particularly described as follows: (Bearings are based on grid north)
 Commencing at concret monument at the NE corner of Section 16, Township 4 South, Range 16 West, Pearl River County, Mississippi Thence Run N89°22'46W for 1670.10' to a capped iron pin in the center of an existing access road for the point of beginning of a 40' contiguous ingress/egress easement, said easement being 20' to the right and 20' to the left of described of easement; thence run S19°02'19E for 11.40' to a railroad spike; thence run 8195' along a curve to the right to a railroad spike, said curve having a radius of 360.00' an included angle of 13°02'35 and a chord running S12°31'02E for 81.78'; thence run S0°27'37W for 709.09' to a railroad spike; thence run S2°21'10W for 303.78' to a capped iron pin; thence run 159.59' along a curve to the right to a capped iron pin, said curve having a radius of 125.00', an included angel of 73°09'09 and a chord running S 38°55'44W for 148.97'; thence run 137.02' along a curve to the right to a capped iron pin, said curve having a radius of 961.34', an included angle of 8°09'59 and a chord running S79°35'18W for 136.90'; Thence run N89°57'52W for 291.46' to a capped iron pin; thence run N87°56'39W for 361.99' to a capped iron pin; thence run s88°27'23W for 170.24' to a capped iron pin; thence run N86°25'21W for 121.35' to a capped iron pin; thence run 83.41' along a curve to the left to the point of terminus, said curve having a radius of 79.46', an included angle of 60°08'14 and a chord running S63°30'32; said easement contains 2.32 acres more or less (access road does not remain at the center of easement, but does stay within the boundaries.

EXHIBIT "B": ADDITIONAL PROVISIONS

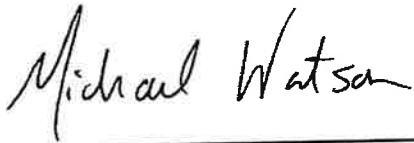
right of way

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this _____ OTHER _____ Lease Agreement between

PEARL RIVER COUNTY SCHOOL DISTRICT

as LESSOR and TRANSAMERICAN WASTE CENTRAL LANDFILL IN as LESSEE with a rent amount of \$ 1000.00 dated 11th day of May, 2023 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the PEARL RIVER COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson

Michelle Vogt, Election Commissioner, District 5

May 1, 2023

To Pearl River County Supervisors,

Due to the new requirement of limiting Poll Managers to 6 per precinct, I am requesting approval from the County Supervisors for additional Poll Managers.

I am requesting an additional two Poll Managers to work in PIC5/HAWL/NH precinct and one additional Poll Manager to work in Carriere5 precinct.

This request is being submitted because of the large number of expected voters at these locations during the August Primary Election.

Thank you for your consideration.

Sincerely,



Michelle Vogt
Election Commissioner, District 5

Ms Code
23-15-235

[< Previous](#)[Next >](#)

Miss. Code Ann. § 23-15-235

Copy Citation

Current with 2023 Regular Session legislation signed by the Governor and effective upon passage through March 18, 2023. The final official version of the statutes affected by 2023 legislation will appear on Lexis Advance and Lexis+ in the fall of 2023.

[Mississippi Code 1972 Annotated](#) [Title 23. Elections \(Chs. 1 – 17\)](#) [Chapter 15. Mississippi Election Code \(Arts. 1 – 39\)](#) [Article 7. Election Officials. \(§§ 23-15-211 – 23-15-273\)](#)

§ 23-15-235. Appointment of additional poll managers.

In addition to the poll managers appointed pursuant to Section 23-15-231, for the first five hundred (500) registered voters in each voting precinct, the election commissioners may, in their discretion, appoint not more than three (3) persons to serve as poll managers of the election. The election commissioners may, in their discretion, appoint additional persons to serve as poll managers for each one thousand (1,000) registered voters or fraction thereof in each voting precinct above the first five hundred (500), as determined necessary by the election commissioners and approved by the board of supervisors. Any person appointed as poll manager shall be a qualified elector of the county in which the voting precinct is located.

History

Derived from 1972 Code § 23-5-103 [Codes, Hutchinson's 1848, ch. 7, art 5 (4); 1857, ch. 4, art 7; 1871, § 369; 1880, § 135; 1892, § 3645; 1906, § 4152; Hemingway's 1917, § 6786; 1930, § 6216; 1942, § 3245; Laws, 1980, ch. 486, § 2; repealed by Laws, 1986, ch. 495, § 335]; en, Laws, 1986, ch. 495, § 66; Laws, 2017, ch. 441, § 49, eff from and after July 1, 2017; Laws, 2020, ch. 362, § 1, eff from and after July 1, 2020.

[< Previous](#)[Next >](#)



May 31, 2023

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

Please acknowledge upon the minutes the following personnel matters concerning the Pearl River County Central Dispatch:

- Hiring of Angela Boyd as Dispatcher (full time) effective June 6, 2023
- Resignation of Heather Vinson (part time) effectively May 31, 2023
- Resignation of Hannah St Amand (part time) effectively May 31, 2023

Thank you,

 5/31/23
Carey Meitzler, Director
Pearl River County Central Dispatch



June 2, 2023

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

Please acknowledge upon the minutes the following personnel matters concerning the Pearl River County Central Dispatch:

-Termination of Brianna Page (part time) effectively June 2, 2023

Thank you,

 6/2/23
Carey Meitzler, Director
Pearl River County Central Dispatch

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



396
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

May 31, 2023

Honorable Board of Supervisors

I am requesting that the following be spread upon the minutes. Purchase Order 102717 was issued to Dirty Works Services, LLC in the amount of \$8,950.00 for Air Conditioning work done at the North Central VFD Station 1 Voting Precinct. Dirty Works Services, LLC was the lowest and best quote. Please see attached documentation to support this request. Thanks for your cooperation in this matter.

Sincerely,

Lisa Napier,
Purchase Clerk

"We Sweat So You Don't Have To"



Dirty Works Services, llc.
ENERGY SAVERS
309 North Jackson Street
Poplarville, MS 39470
601.337.1069 (Phone)
Tax ID: 20-8950684 (Fax)
www.DirtyWorksServices.com

Please
Receive

397
INVOICE

Invoice #: 9597
Date: 05/05/2023
Due Date: 05/05/2023
Balance Due (\$): 8,950.00
Customer PO #: 102717

Bill To:
Pearl River County
Poplarville, MS 39470
Lfowler@pearlrivercounty.net

Ship To:
Spring Hill Fire Station

Item	Price (\$)	Unit	Qty	Total (\$)
GOODMAN 5 Ton 14.2 Seer Air Conditioning Comfort System Condenser, Air Handler, Heat Kit Split Electric Package	4,995.00		1	4,995.00
Ductwork Air distribution system to include 4 boots, 4 grills, trunk and no return plenum	2,000.00	each	1	2,000.00
hvac024200 Emergency Drain Pan Pan with unit risers and water safety switch on stand	285.00		1	285.00
Condensate Drain Safety Switch, HVAC012075 Float switch to prevent water damage from clogged drain line.	175.00		1	175.00
HVAC32200 Honeywell F100F2044 Media Filter 20 X 24, up to 5 TON Whole House Duct Mounted Filter System, 11 MERV	285.00		1	285.00
Honeywell Lyric T6 Pro Thermostat Comfort System Thermostat	120.00	each	1	120.00
Copper Line Set including suction line, liquid line and insulation, HVAC017200	350.00	each	1	350.00
Labor **FLAT RATE** All labor INCLUDED in the price!	0.00		1	0.00
CHANGE ORDER **Place condenser @ rear of building ** extending electrical service and drains	740.00		1	740.00

Total: 8,950.00
Payments: 0.00
Balance (\$): 8,950.00

CLICK HERE TO PAY **PayPal**

Terms and Conditions

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by Dirty Works Services, LLC is warranted for 30 days or as otherwise indicated in writing. Dirty Works Services, LLC makes no other warranties, express or implied, and its agents or technicians are not authorized to make such warranties on behalf of Dirty Works Services, LLC. All invoices due upon receipt. Technician does not have authority to extend credit. PLEASE PAY TECHNICIAN TODAY. All checks to be made payable to Dirty Works Services.

PURCHASE REQUISITION

105378

Requisition

398

Purchase Order Number

102717

PEARL RIVER COUNTY

Poplarville, Mississippi 39470

BG
County Department or Office

Date

5/8/23

Budget to be Charged:

Date Needed

Energy Savers

Delivery to:

001151043

Quantity Requested	Description of Items Requested	For Purchase Clerk's Use Only
1	5 Ton 14.2 Seer air conditioner	System 4995.00
1	Ductwork	2000.00
1	Emergency Drain Pan	285.00
1	5 Ton Duct Filter System	285.00
1	Thermostat	120.00
1	Copper line	350.00
1	Change order	740.00

1 Drain Safety Switch

Approved

Authorized Signature

175.00

Receiving Report
PEARL RIVER COUNTY

Poplarville, Mississippi 39470

N^o 117947

399

Vendor

IntelyWorks

Date Received

5/30

TO BE FILLED IN BY PURCHASE CLERK:

Purchase Requisition Number

Purchase Order Number

102717

Shipped From:

Shipped Via:

Quantity Received	Description of Commodities or Services Received
<i>1</i>	<i>5 ton 14.2 Sea Air Condition System</i>
<i>1</i>	<i>Duck Work</i>
<i>1</i>	<i>Emergency Drain Pan</i>
<i>1</i>	<i>5 ton Duct Filter System</i>
<i>1</i>	<i>Thermostat</i>
	<i>① Copper Line</i>
	<i>① Change order</i>
	<i>① Safety Switch</i>

Received By:

Pom B

Agrees with Purchase Order Except as Noted:

Receiving Clerk, Inventory Custodian or Deputy

Clerk (Purchase Dept. or Accounting Dept.)

Instructions for Vendor

1. A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services.
2. Copy 1 shall be sent to the clerk of the board of supervisors.
3. Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk, if applicable).
4. The clerk of the board shall attach the purchase requisition, purchase order, and receiving report to the vendor's properly itemized prior to entry upon the docket of claims.
5. Copy 4 shall be retained in the office of the receiving clerk.

Pearl River County
Purchasing Department
P O Box 569

Req. No 105378
Page 1

T O:-----	S H I P T O:-----
ENERGY SAVERS, DBA DIRTY WORKS SERVICE	PEARL RIVER COUNTY
309 NORTH JACKSON STREET	PURCHASING DEPARTMENT
	200 SOUTH MAIN STREET
POPLARVILLE MS 39470	POPLARVILLE, MS 39470
-----	-----

```

: Date Ordered : Date Required : Department : Entered by:
: 5/ 8/2023 : 6/ 8/2023 : 151 MAINTENANCE BUILDING/GROUND : LRODGERS :

```

[illegible]

Total \$8,950.00:

By: Lisa Napier
Lisa Napier, Purchase Clerk

1. The purchase order number shall be shown by the vendor on all related invoices, delivery memorandum, bills of lading and/or correspondence.
2. No unit price shall exceed the bid price.
3. A separate invoice for each purchase order shall be rendered immediately following shipment.
4. All prices, unless otherwise specified, are FOB destination with transportation charges prepaid. Ship prepaid, best way unless otherwise instructed. If shipment is made by common carrier, the original prepaid bill must accompany the invoice.
5. Commodities delivered on this order shall be subject to inspection and, if rejected, shall remain the property of the vendor.

Lisa Fowler

401

From: Clint Parker <clintmparker@gmail.com>
Sent: Tuesday, April 11, 2023 1:17 PM
To: Derek Perry
Subject: Spring Hill fire dept HVAC

Estimate
Vendor: Clint Parker
Address :5465 HWY 43 N
Carriere MS 39426
Contact: 985-718-9592

PO # 102717

Spring Hill Fire Dept Pearl River County

Install 4 Ton complete system with ductwork in Bay Area also includes Electrical to power units.
Labor price includes welding ,fittings for drains and other misc materials.
Labor \$4685.00

Material purchased by County from Southern Pipe\$7595.72

Total \$ 12,280.72

2:08

402



Messages

Dirty Works Services, Ilc.

Quote #9597

Pearl River County - \$8,210.00 Total

Print

Print to PDF



"We Sweat So You Don't Have To"

QUOTE

Quote #: 9597
Date: 05/05/2023
Total (\$): \$8,210.00
Customer PO #:

Dirty Works Services, Ilc.
created this quote for you.

Click the Print button above to
print a copy of this page. Click the
Print to PDF button to generate a
PDF.

Dirty Works Services, Ilc.
ENERGY SAVERS
309 North Jackson Street
Poplarville, MS 39470
601-337-1069 (Phone)
Tax ID: 20-8950684 (Fax)
www.DirtyWorksServices.com

Bill To:
Pearl River County
Poplarville, MS 39470
tlowrie@pearlrivercounty.net

Ship To:
Spring Hill Fire Station

Item	Price (\$)	Unit	Qty	Total (\$)
GOODMAN 5 Ton 14.2 Seer Air Conditioning Comfort System Condenser, Air Handler, Heat Kit Split Electric Package	4,995.00		1	4,995.00
Ductwork Air distribution system to include boots, grills, plenum etc	2,000.00	each	1	2,000.00
hvac024200 Emergency Drain Pan Installation of new composite, rust free pan with integrated risers and water safety switch.	285.00		1	285.00
Condensate Drain Safety Switch, HVAC012075 Float switch to prevent water damage from clogged drain line.	175.00		1	175.00
HVAC12200 Honeywell F100F2044 Media Filter 20 X 24, up to 5 TON Whole House Duct Mounted Filter System, 11 MERV	285.00		1	285.00
Honeywell Lyric T6 Pro Thermostat Comfort System Thermostat	120.00	each	1	120.00
Copper Line Set including suction line, liquid line and insulation, HVAC017200	350.00	each	1	350.00
Labor **FLAT RATE** All labor INCLUDED in the price!	0.00		1	0.00

Total: 8,210.00

Terms and Conditions

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by Dirty Works Services, LLC is warranted for 30 days or as otherwise indicated in writing. Dirty Works Services, LLC makes no other warranties, express or implied, and its agents or technicians are not authorized to make such warranties on behalf of Dirty Works Services, LLC. All invoices due upon receipt. Technician does not have authority to extend credit. PLEASE PAY TECHNICIAN TODAY. All checks to be made payable to Dirty Works Services.

403

Derek Perry
601-813-7878

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



404
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

May 30, 2023

Board of Supervisors,

Please approve the payment of the Capital Ones Spark Business card in the amount of \$95.00.

Thanks,

Adrain

Payment Information

Payment Due Date
Jun 20, 2023

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

New Balance
\$95.00

Minimum Payment Due
~~\$15.00~~ **95.00**

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 34.15%.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	7 Month(s)	\$103

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

Account Summary

Previous Balance	\$970.84
Payments	- \$1,065.84
Other Credits	\$0.00
Transactions	+ \$190.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	= \$95.00
Credit Limit	\$5,000.00
Available Credit (as of May 26, 2023)	\$4,905.00
Cash Advance Credit Limit	\$2,500.00
Available Credit for Cash Advances	\$2,500.00

Rewards Summary

Rewards as of: 05/25/2023

Rewards Balance
\$389.89

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

Previous Balance	Earned This Period	Redeemed this period
\$388.46	\$1.43	\$0.00

001-205-524

Account Notifications

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

Pay or manage your account at capitalone.com

Customer Service: 1-800-867-0904

See reverse for Important Information



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



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

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

Payment Due Date: **Jun 20, 2023**

Account ending in 3298

New Balance	Minimum Payment Due	Amount Enclosed
\$95.00	\$15.00	\$ _____

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



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

1 4154179041953298 26 0095001065840015008

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

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

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

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

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

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

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

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

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

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

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

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

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

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:
P.O. Box 30285, Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

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

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

© 2020 Capital One. Capital One is a federally registered service mark

ETC-08 10/01/2020



Pay online at capitalone.com



Pay using the Capital One mobile app



Customer Service 1-800-867-0904

Changing your mailing address?

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

Any written request on this form will not be honored.

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

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

When will you Credit My Payment?

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

Transactions

Visit capitalone.com to see detailed transactions.

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

Trans Date	Post Date	Description	Amount
May 6	May 8	Mailed Payment. Thank You!	-\$1,065.84

ADRAIN P LUMPKIN JR #3298: Transactions

Trans Date	Post Date	Description	Amount
Apr 25	Apr 26	BOOSTLINGO,LLCWWW.BOOSTLINGTX	\$95.00
May 25	May 26	BOOSTLINGO,LLCWWW.BOOSTLINGTX	\$95.00

ADRAIN P LUMPKIN JR #3298: Total Transactions **\$190.00**

Total Transactions for This Period **\$190.00**

Fees

Trans Date	Post Date	Description	Amount
------------	-----------	-------------	--------

Total Fees for This Period **\$0.00**

Interest Charged

Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00
Interest Charge on Other Balances	\$0.00

Total Interest for This Period **\$0.00**

Totals Year-to-Date

Total Fees charged **-\$39.00**

Total Interest charged **-\$34.32**

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	23.99% P	\$0.00	\$0.00
Cash Advances	31.74% P	\$0.00	\$0.00

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

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

408



Receipt

Invoice number E5283B31-0018
Receipt number 2570-2919
Date paid May 25, 2023
Payment method Visa - 3298

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

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

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

\$95.00 paid on May 25, 2023

Description	Qty	Unit price	Amount
Boost Standard 95 May 25 – Jun 25, 2023	1	\$95.00	\$95.00
Subtotal			\$95.00
Total			\$95.00
Amount paid			\$95.00

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



409
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

May 30, 2023

Board of Supervisors,

Please approve the payment to Hanco Corporation and Landry, Lewis, Germany Architects, PA. for work on the Courthouse Renovations project. The invoices are \$32,177.45 and \$450.34 respectively.

Thanks,

Adrain

May 26, 2023

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

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

Attn: Mr. Adrain Lumpkin, County Administrator

Dear Mr. Lumpkin:

Enclosed please find an executed copy of Application and Certificate for Payment Number Fourteen (14) from Hanco Corporation in the amount of \$32,177.45 on the above referenced project. This application has been reviewed and approved by this office and the contactor is entitled to the amount shown.

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

Respectfully,

Lisa Williams

Lisa Williams
Administrative Assistant

/lbw



INVOICE

CN 17-3627A-016

May 26, 2023

RE:

Pearl River County
P.O. Box 569
Poplarville, MS, 39470
ATTN: Adrain Lumpkin

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

For Professional Services Rendered

Fee Structure Basis for Design Services:

Percentage of Construction Cost

For Professional Services Rendered from	August 26, 2020	through	August 25, 2020
Est. Construction Cost:*	\$ 2,800,828.00	Percentage Fee	7.00%

Percentage Design Services				
Phase of Work	% of Fee		Phase Fee*	% Complete
Schematic Design	15%	=	\$ 29,408.69	100%
Design Development	20%	=	\$ 39,211.59	100%
Construction Documents	40%	=	\$ 78,423.18	100%
Bidding and Negotiation	5%	=	\$ 9,802.90	100%
Construction**	20%	=	\$ 39,211.59	90%
Totals*	100%	=	\$ 196,057.95	Total Earned = \$ 191,954.26
				Less Previous Invoiced = \$ 191,503.92
				Total Percentage Invoice = \$ 450.34

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

**Monthly invoice based upon contractors percentage of completion.

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

Construction Administration Services Detail						
Contractor	Alternates			Change Orders		Total Contract**
	Base Bid*	Accepted*	Not Accepted***	Add	Deduct***	
Hanco Corporation	\$ 2,690,000.00	\$ -	\$ -	\$ 110,828.00	\$ -	\$ 2,800,828.00
					Total Earned Less Retainage	\$ 2,507,707.40
					Less Previous Applications for Payment	\$ 2,475,539.95
					Total Due Current Contractor Application for Payment	\$ 32,167.45

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

Total Amount Due this Invoice \$ 450.34

PAYMENT APPLICATION

Page 1

TO: Pearl River County Board of Supervisors 207 West Pearl Street P.O. Box 569 Poplarville, MS 39470 Attn:	PROJECT NAME AND LOCATION: 510 Additions & Renovations to Pearl River County 207 West Pearl Street P.O. Box 569 Poplarville, MS 39470	APPLICATION # 14 PERIOD THRU: 05/23/2023 PROJECT #s: DATE OF CONTRACT: 02/17/2022	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐
FROM: HANCO CORPORATION P.O. BOX 17678 HATTIESBURG, MS 39404-7678	ARCHITECT: Landry-Lewis-Germany Architects, P.A. 5211 Old Hwy 11 Hattiesburg, MS 39402		
FOR: Additions & Renovations to Pearl River County Courthouse			

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$2,690,000.00
2. SUM OF ALL CHANGE ORDERS	\$110,828.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,800,828.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$2,639,692.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$131,984.60
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$131,984.60
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$2,507,707.40
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$2,475,529.95
8. PAYMENT DUE	\$32,177.45
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$293,120.60

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

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

CONTRACTOR: HANCO CORPORATION

By: Chris Hudson, President Date: 05/23/2023

State of: Mississippi

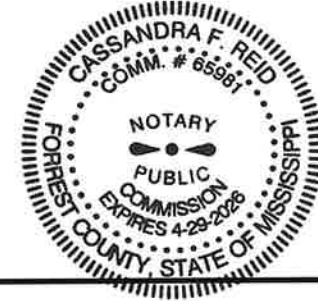
County of: Forrest

Subscribed and sworn to before

me this 23rd day of May 2023

Notary Public: Cassandra F. Reid

My Commission Expires: April 29, 2026



ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT.....\$32,177.45

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

ARCHITECT: Landry Lewis Germany Architects, P.A.

By: [Signature] Date: 5/25/23

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

212

CONTINUATION PAGE

Page 2 of 7

PROJECT: 510

APPLICATION #: 14

Additions & Renovations to Pearl River County
Courthouse

DATE OF APPLICATION:

05/23/2023

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

05/23/2023

PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
001	Taxes	\$97,397.00	\$87,931.00	\$0.00	\$0.00	\$87,931.00	90%	\$9,466.00	
002	Bonds	\$20,148.00	\$20,148.00	\$0.00	\$0.00	\$20,148.00	100%	\$0.00	
003	Insurance	\$20,148.00	\$18,900.00	\$1,248.00	\$0.00	\$20,148.00	100%	\$0.00	
004	Site Facilities	\$22,258.00	\$20,758.00	\$1,500.00	\$0.00	\$22,258.00	100%	\$0.00	
005	General Conditions	\$164,800.00	\$155,600.00	\$9,200.00	\$0.00	\$164,800.00	100%	\$0.00	
006	Equipment	\$81,561.00	\$81,561.00	\$0.00	\$0.00	\$81,561.00	100%	\$0.00	
007	Interim Cleanup	\$35,674.00	\$34,500.00	\$1,174.00	\$0.00	\$35,674.00	100%	\$0.00	
008	Final Cleaning	\$13,155.00	\$11,000.00	\$2,155.00	\$0.00	\$13,155.00	100%	\$0.00	
009	Phase 1 Demo	\$43,000.00	\$43,000.00	\$0.00	\$0.00	\$43,000.00	100%	\$0.00	
009a	Phase 2 Demo	\$43,897.00	\$43,897.00	\$0.00	\$0.00	\$43,897.00	100%	\$0.00	
010	Asbestos Abatement Phase 1	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
010a	Asbestos Abatement Phase 2	\$4,425.00	\$4,425.00	\$0.00	\$0.00	\$4,425.00	100%	\$0.00	
011	Concrete Patching	\$2,287.00	\$2,287.00	\$0.00	\$0.00	\$2,287.00	100%	\$0.00	
012	Masonry Patching	\$7,394.00	\$7,394.00	\$0.00	\$0.00	\$7,394.00	100%	\$0.00	
013	Hand Rail	\$1,525.00	\$1,525.00	\$0.00	\$0.00	\$1,525.00	100%	\$0.00	
014	Rough Carpentry Phase 1	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	
	SUB-TOTALS	\$571,669.00	\$546,926.00	\$15,277.00	\$0.00	\$562,203.00	98%	\$9,466.00	

413

CONTINUATION PAGE

Page 3 of 7

PROJECT: 510

APPLICATION #: 14

Additions & Renovations to Pearl River County
Courthouse

DATE OF APPLICATION:

05/23/2023

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

05/23/2023

PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
014a	Rough Carpentry Phase 2	\$7,721.00	\$7,721.00	\$0.00	\$0.00	\$7,721.00	100%	\$0.00	
015	Finish Carpentry Phase 1	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100%	\$0.00	
015a	Finish Carpentry Phase 2	\$20,211.00	\$20,211.00	\$0.00	\$0.00	\$20,211.00	100%	\$0.00	
016	Millwork Phase 1	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100%	\$0.00	
016a	Millwork Phase 2	\$33,177.00	\$33,177.00	\$0.00	\$0.00	\$33,177.00	100%	\$0.00	
017	Batt Insulation	\$14,515.00	\$14,515.00	\$0.00	\$0.00	\$14,515.00	100%	\$0.00	
018	Misc Patching	\$9,909.00	\$9,909.00	\$0.00	\$0.00	\$9,909.00	100%	\$0.00	
019	Caulking & Sealants	\$22,868.00	\$21,500.00	\$1,368.00	\$0.00	\$22,868.00	100%	\$0.00	
020	Doors & Hardware	\$18,636.00	\$18,636.00	\$0.00	\$0.00	\$18,636.00	100%	\$0.00	
021	Install	\$1,372.00	\$1,372.00	\$0.00	\$0.00	\$1,372.00	100%	\$0.00	
022	Metal Window Restoration	\$61,743.00	\$57,000.00	\$0.00	\$0.00	\$57,000.00	92%	\$4,743.00	
023	Wood Window Restoration	\$407,044.00	\$407,044.00	\$0.00	\$0.00	\$407,044.00	100%	\$0.00	
024	Lath & Plaster Phase One	\$15,245.00	\$15,245.00	\$0.00	\$0.00	\$15,245.00	100%	\$0.00	
025	Lath & Plaster Phase Two	\$76,226.00	\$76,226.00	\$0.00	\$0.00	\$76,226.00	100%	\$0.00	
026	Stucco	\$15,245.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,245.00	
027	Gypsum Wall Board Systems Phase 1	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$22,000.00	100%	\$0.00	
	SUB-TOTALS	\$1,361,581.00	\$1,315,482.00	\$16,645.00	\$0.00	\$1,332,127.00	98%	\$29,454.00	

414

CONTINUATION PAGE

Page 4 of 7

PROJECT: 510

APPLICATION #: 14

Additions & Renovations to Pearl River County
Courthouse

DATE OF APPLICATION:

05/23/2023

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

05/23/2023

PROJECT #s:

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
027a	Gypsum Wall Board Systems Phase 2	\$21,574.00	\$21,574.00	\$0.00	\$0.00	\$21,574.00	100%	\$0.00	
028	Flooring Phase 1	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100%	\$0.00	
028a	Flooring Phase 2	\$44,184.00	\$44,181.00	\$0.00	\$0.00	\$44,181.00	99%	\$3.00	
029	Acoustical Ceilings	\$32,701.00	\$32,701.00	\$0.00	\$0.00	\$32,701.00	100%	\$0.00	
030	Painting Phase One	\$60,980.00	\$60,980.00	\$0.00	\$0.00	\$60,980.00	100%	\$0.00	
031	Painting Phase Two	\$76,226.00	\$70,000.00	\$6,226.00	\$0.00	\$76,226.00	100%	\$0.00	
032	Specialties Installation	\$3,201.00	\$3,201.00	\$0.00	\$0.00	\$3,201.00	100%	\$0.00	
033	Toilet & Bath Accessories	\$1,143.00	\$1,143.00	\$0.00	\$0.00	\$1,143.00	100%	\$0.00	
034	Signage	\$381.00	\$381.00	\$0.00	\$0.00	\$381.00	100%	\$0.00	
035	Plaque	\$3,049.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,049.00	
036	Window Blinds	\$60,980.00	\$57,500.00	\$0.00	\$0.00	\$57,500.00	94%	\$3,480.00	
037	A/C Equipment	\$125,000.00	\$125,000.00	\$0.00	\$0.00	\$125,000.00	100%	\$0.00	
038	Air Distribution Material	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	
039	Duct Fabrication Phase 1	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100%	\$0.00	
039a	Duct Fabrication Phase 2	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100%	\$0.00	
040	Duct Materials Phase 1	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
	SUB-TOTALS	\$1,902,000.00	\$1,843,143.00	\$22,871.00	\$0.00	\$1,866,014.00	98%	\$35,986.00	

415

CONTINUATION PAGE

Page 5 of 7

PROJECT: 510

APPLICATION #: 14

Additions & Renovations to Pearl River County
Courthouse

DATE OF APPLICATION:

05/23/2023

PERIOD THRU:

05/23/2023

PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
040a	Duct Materials Phase 2	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
041	A/C Rough In	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100%	\$0.00	
042	Plumbing Rough In	\$19,000.00	\$19,000.00	\$0.00	\$0.00	\$19,000.00	100%	\$0.00	
043	A/C Trim Out	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
044	Plumbing Fixtures	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	
045	Controls	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	
046	Test & Balance	\$22,000.00	\$11,000.00	\$11,000.00	\$0.00	\$22,000.00	100%	\$0.00	
047	Light Fixtures	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	100%	\$0.00	
048	Light Fixtures Rough In Labor	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
049	Light Fixtures Rough In Material	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	
050	Light Fixtures Trim Out Labor	\$9,500.00	\$9,500.00	\$0.00	\$0.00	\$9,500.00	100%	\$0.00	
051	Light Fixtures Trim Out Material	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	
052	Lighting Controls Labor	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00	
053	Lighting Controls Material	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
054	Switch Gear	\$43,000.00	\$43,000.00	\$0.00	\$0.00	\$43,000.00	100%	\$0.00	
055	Switch Gear Labor	\$19,000.00	\$19,000.00	\$0.00	\$0.00	\$19,000.00	100%	\$0.00	
	SUB-TOTALS	\$2,264,000.00	\$2,194,143.00	\$33,871.00	\$0.00	\$2,228,014.00	98%	\$35,986.00	

416

CONTINUATION PAGE

Page 6 of 7

PROJECT: 510

APPLICATION #: 14

Additions & Renovations to Pearl River County
Courthouse

DATE OF APPLICATION:

05/23/2023

PERIOD THRU:

05/23/2023

PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
056	Generator	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$95,000.00	
057	Generator Pad and Labor	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,000.00	
058	Fire Alarm	\$18,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	89%	\$2,000.00	
059	Fire Alarm Rough In Labor	\$11,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	91%	\$1,000.00	
060	Fire Alarm Rough In Material	\$13,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	92%	\$1,000.00	
061	Fire Alarm Trim Out	\$7,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	71%	\$2,000.00	
062	Communications Rough In Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	
063	Communications Rough In Material	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	
064	Feeder Rough In Labor	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	
065	Feeder Rough In Material	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100%	\$0.00	
066	Feeder Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	
067	Feeder Materials	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
068	Rough Wall Conduit Labor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	
069	Rough Wall Conduit Material	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	
070	Rough Ceiling Conduit Labor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	
071	Rough Ceiling Conduit Material	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	
	SUB-TOTALS	\$2,596,000.00	\$2,405,143.00	\$33,871.00	\$0.00	\$2,439,014.00	94%	\$156,986.00	

417

CONTINUATION PAGE

Page 7 of 7

PROJECT: 510

APPLICATION #: 14

Additions & Renovations to Pearl River County
Courthouse

DATE OF APPLICATION:

05/23/2023

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

05/23/2023

PROJECT #s:

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
072	Branch Circuit Wire Labor	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	100%	\$0.00	
073	Branch Circuit Wire Material	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100%	\$0.00	
074	Branch Circuit Final Connections	\$3,500.00	\$2,450.00	\$0.00	\$0.00	\$2,450.00	70%	\$1,050.00	
075	Wiring Devices & Plates Labor	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	
076	Wiring Devices & Plates Material	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
077	Project Management	\$10,000.00	\$9,250.00	\$0.00	\$0.00	\$9,250.00	93%	\$750.00	
078	Storage & Equipment	\$4,500.00	\$4,150.00	\$0.00	\$0.00	\$4,150.00	92%	\$350.00	
079	Temp Power	\$3,250.00	\$3,250.00	\$0.00	\$0.00	\$3,250.00	100%	\$0.00	
080	Grounding	\$3,250.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00	38%	\$2,000.00	
081	Change Order #1	\$25,828.00	\$25,828.00	\$0.00	\$0.00	\$25,828.00	100%	\$0.00	
082	Change Order #2	\$85,000.00	\$85,000.00	\$0.00	\$0.00	\$85,000.00	100%	\$0.00	

418

ID	Task Name	Duration	Start	Finish	2022		Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023	
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	✓ Notice to Proceed	1 day	Mon 4/4/22	Mon 4/4/22			I													
2	✓ Phase 1	110 day	Mon 4/4/22	Fri 9/2/22																
3	✓ Demo	30 days	Tue 4/5/22	Mon 5/16/22																
4	✓ Metal Stud Framing	5 days	Tue 5/10/22	Mon 5/16/22																
5	✓ Rough Carpentry	5 days	Sun 5/15/22	Thu 5/19/22																
6	✓ Sheetrock Hanging	5 days	Thu 5/19/22	Wed 5/25/22																
7	✓ Sheetrock finishing / Plastering	30 days	Mon 5/16/22	Fri 6/24/22																
8	✓ Painting	30 days	Sun 6/5/22	Thu 7/14/22																
9	✓ Mechanical Rough in	60 days	Sun 5/15/22	Thu 8/4/22																
10	✓ Electrical Rough in	60 days	Sun 5/15/22	Thu 8/4/22																
11	✓ Ceiling Grid Installation	10 days	Mon 8/15/22	Fri 8/26/22																
12	✓ Millwork	17 days	Tue 9/6/22	Wed 9/28/22																
13	✓ Doors and Hardware installion	20 days	Sat 8/6/22	Thu 9/1/22																
14	✓ Flooring installation	8 days	Thu 9/15/22	Mon 9/26/22																
15	✓ Specialties / Blinds install	10 days	Sat 9/10/22	Thu 9/22/22																
16	✓ Mechanical Trim out	40 days	Fri 8/5/22	Thu 9/29/22																
17	✓ Electrical Trim out	21 days	Thu 9/1/22	Thu 9/29/22																
18	✓ Punch out	8 days	Thu 9/15/22	Mon 9/26/22																
19	✓ Phase 1 Completion	1 day	Fri 9/30/22	Fri 9/30/22																
20	Phase 2	130 day	Sun 10/2/22	Thu 3/30/23																
21	✓ Demo	50 days	Sun 10/2/22	Thu 12/8/22																

Project: PRCC Renovation.mpp
Date: Mon 5/22/23

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

6/7

ID	Task Name	Duration	Start	Finish	2022		Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023	
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
22	✓ Metal Stud Framing	20 days	Wed 10/5/22	Tue 11/1/22																
23	✓ Rough Carpentry	20 days	Tue 11/1/22	Mon 11/28/22																
24	✓ Sheetrock Hanging	20 days	Sat 11/5/22	Thu 12/1/22																
25	✓ Sheetrock finishing / Plastering	30 days	Thu 12/1/22	Wed 1/11/23																
26	✓ Painting	30 days	Thu 1/5/23	Wed 2/15/23																
27	✓ Mechanical Rough in	90 days	Sat 10/15/22	Thu 2/16/23																
28	✓ Ceiling Grid Installation	15 days	Wed 2/1/23	Tue 2/21/23																
29	✓ Electrical Rough in	90 days	Wed 10/5/22	Tue 2/7/23																
30	✓ Millwork	20 days	Wed 2/1/23	Tue 2/28/23																
31	✓ Doors and Hardware installion	10 days	Wed 2/15/23	Tue 2/28/23																
32	✓ Flooring installation	15 days	Wed 3/1/23	Tue 3/21/23																
33	✓ Specialties / Blinds install	15 days	Sat 2/25/23	Thu 3/16/23																
34	✓ Mechanical Trim out	14 days	Sat 2/25/23	Wed 3/15/23																
35	✓ Electrical Trim out	14 days	Sat 2/25/23	Wed 3/15/23																
36	Punch out	70 days	Tue 3/21/23	Mon 6/26/23																
37	Phase 2 Completion	1 day	Tue 4/4/23	Tue 4/4/23																
38	✓ Window Restoration	327 day	Mon 4/4/22	Tue 7/4/23																
39			Mon 9/18/17																	
40																				
41																				
42																				
43																				

Project: PRCC Renovation.mpp Date: Mon 5/22/23	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

420

REQUEST FOR ISSUANCE OF DUPLICATE WARRANT

I/We Finish Line Gun and Pawn as principal hereby declare that we have not received payment from Pearl River County the sum of \$ 825.00 issued by check # 148011 for the payment of goods and services and that the warrant has been lost, misplaced, or destroyed: that payment thereof has not been received: and that the same has not been transferred or assigned as stated.

Therefore, We the undersigned hereby request the issuance of a duplicate warrant, this the 23 day of MAY, 2023.

[Signature]



COUNTY OFFICIAL

I hereby certify that check # 148011 in the amount of \$ 825.00 issued to Finish Line Gun & Pawn has not cleared our bank account and request the issuance of a duplicate warrant is justified.

This the 30th day of May, 2023

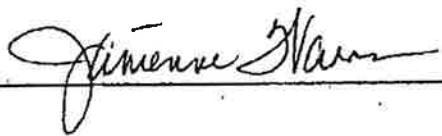
[Signature]

REQUEST FOR ISSUANCE OF DUPLICATE WARRANT

I/We Parish Tractor Co. LLC, as principal hereby declare that we have not received payment from Pearl River County the sum of \$ 524.02 issued by check # 149189 for the payment of goods and services and that the warrant has been lost, misplaced, or destroyed: that payment thereof has not been received: and that the same has not been transferred or assigned as stated.

Therefore, We the undersigned hereby request the issuance of a duplicate warrant, this the

23rd day of May, 2023.



COUNTY OFFICIAL

I hereby certify that check # 149189 in the amount of \$ 524.02 issued to Parish Tractor Co. LLC has not cleared our bank account and request the issuance of a duplicate warrant is justified.

This the 30th day of May, 2023.



REQUEST FOR ISSUANCE OF DUPLICATE WARRANT

I/We Parish Tractor Co. LLC, as principal hereby declare that we have not received payment from Pearl River County the sum of \$ 122.71 issued by check # 148857 for the payment of goods and services and that the warrant has been lost, misplaced, or destroyed: that payment thereof has not been received: and that the same has not been transferred or assigned as stated.

Therefore, We the undersigned hereby request the issuance of a duplicate warrant, this the 23rd day of May, 2023.

Jimena Han

COUNTY OFFICIAL

I hereby certify that check # 148857 in the amount of \$ 122.71 issued to Parish Tractor Co. LLC has not cleared our bank account and request the issuance of a duplicate warrant is justified.

This the 30th day of May, 2023.

Al J. Co. Han

REQUEST FOR ISSUANCE OF DUPLICATE WARRANT

I/We Parish Tractor Co. LLC, as principal hereby declare that we have not received payment from Pearl River County the sum of \$ 1,134.54 issued by check # 149152 for the payment of goods and services and that the warrant has been lost, misplaced, or destroyed: that payment thereof has not been received: and that the same has not been transferred or assigned as stated.

Therefore, We the undersigned hereby request the issuance of a duplicate warrant, this the 23rd day of May, 2023.

Jimmie Hatten

COUNTY OFFICIAL

I hereby certify that check # 149152 in the amount of \$ 1,134.54 issued to Parish Tractor Co LLC has not cleared our bank account and request the issuance of a duplicate warrant is justified.

This the 30th day of MAY, 2023.

Al D. G. G. G.

Pearl River County

Memo

To: Elected Officials/Department Heads
From: Adrain Lumpkin, County Administrator
Date: June 5, 2023
Re: CivicPlus Website Redesign Project



We have recently made the decision to partner with CivicPlus for our upcoming Pearl River County website redesign project. CivicPlus will offer Pearl River County a chance to grow our online presence, engage with our citizens, and make it easier and faster for our citizens to access the information and services they need. CivicPlus will also make it simple for employees to post updates and make changes to their department web pages through the use of their user-friendly content management system.

In the coming weeks, we will begin the discovery phase of this project. We want to ensure that every department is getting the full benefit of the redesign and will be asking for your input as we move forward through this process. You will need to assign a single point-of-contact for each of your departments to work with us as we collect the media and written content needed to build a successful page for you. The lead contact for this project will be Brooke Varnado, and she will be reaching out to you once the process begins to start gathering information. You can reach her at ext. 230 with any questions you may have.

CivicPlus is responsible for the design of numerous websites for local governments across Mississippi, and it might be helpful to browse some of those websites to help give you an idea of content to feature on your department's page. A good place to start would be Jackson County's Website which can be found at <https://www.co.jackson.ms.us/>.

We appreciate your cooperation and valuable input as we make changes to improve how we can best serve our community.

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



426
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

May 31, 2023

Board of Supervisors,

Please approve the partial payment to Gulf South Roofing for the roof replacement on the old tax building. The application has been reviewed by Derek and approved for payment.

Thanks,

A handwritten signature in blue ink, appearing to be "Adrain", written over a horizontal line.

Adrain

427



TRANSMITTAL

DATE: May 30, 2023

TO: Pearl River County, MS

ATTN: Derek Perry

RE: CPS Building – Reroof Project
Pearl River County, MS

Please find attached:

1. Pay Request #1 in the amount of \$77,425.00

Let me know if you have any questions.

Respectfully,

Maria Karpaitis
Gulf South Roofing, LLC
228-231-1630
gulfsouthroofs@gmail.com

360 - 151 - 524

2811 26TH Avenue, Gulfport, MS 39501
Ph: 228-231-1630
Website: www.gulfsouthroofing.net
Email: gulfsouthroofs@gmail.com

428

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER
Pearl River County, MS
PO Box 569
Poplarville, MS 39470

PROJECT:
CPS Building - Reroof Project

APPLICATION NO: 1

Distribution to:

FROM CONTRACTOR:
Gulf South Roofing, LLC
2811 26th Avenue
Gulfport, MS 39501
CONTRACT FOR: Roofing & Associated Sheet Metal

VIA ARCHITECT:

PERIOD TO: 5/31/2023

PROJECT NO:

CONTRACT DATE: April 3, 2023

☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	136,600.00
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	136,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	77,425.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$ 0.00
b. % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	77,425.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	0.00
8. CURRENT PAYMENT DUE	77,425.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 59,175.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	\$0.00
TOTALS	-	-
NET CHANGES by Change Order		

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

CONTRACTOR:

By: Marc KarpatisDate: May-23

State of: MISSISSIPPI County of: HARRISON
Subscribed and sworn to before me this day 30-May-2023
Notary Public: [Signature]
My Commission expires: 10-May-25



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

By: _____ Date: _____

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

429

CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 5/30/2023

PERIOD TO: 5/31/2023

ARCHITECT'S PROJECT NO:

CPS Building - Reroof Project

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Furnish & Install 2 Ply MBR Roof System including Flat and Tapered ISO & Coverboard	123,623.00	0.00	74,175.00	0.00	74,175.00	60%	49,448.00	3,708.75
2	Furnish & Install all Sheet Metal Flashing and Trim	12,977.00	0.00	3,250.00	0.00	3,250.00	25%	9,727.00	162.50
GRAND TOTALS		136,600.00	0.00	77,425.00	0.00	77,425.00	57%	59,175.00	162.50

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

G703-1992

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 Jason Spence, 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:

Derek Turnage, Albert H. Lee, David Moore, Keim Davis, Janell Kahl to Coroner Medical Examiner Summer Conference in Biloxi, MS on June 27-30.

Shawn Wise to MEMA ESF-9 meeting in Hancock County on June 13.

Donald Fail and Ben Breland to Justice Court Judges Summer Convention in Biloxi, MS on July 16-20.

Sheriff Allison to 2023 Sheriff's 2023 Summer Conference in Biloxi, MS on June 5-9.

Jordan Galvin, Jeff Horner to Basic Cyber Investigations in Gulfport, MS on July 25-27.

Joe Garcia, Jeff Horner, Randy Messa to Authentic & Deliberate Leadership in Biloxi, MS on July 27-28.

Liliana Torija to Missing and Exploited Children in Alexandria, VA on June 6-8.

Dawson Brown to MS Research and Extension Center for retest in Raymond, MS on June 7.

Wesley Mitchell to Drone Operators School in Kiln, MS on July 10-14.

(CONTINUED ON NEXT PAGE)

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

Absent: Donald Hart



Office of the Coroner

PEARL RIVER COUNTY, MISSISSIPPI
P.O. Box 703 • 917 Goodyear Blvd. • Picayune, MS 39466
telephone 601-749-7750
fax 601-749-7751

DEREK TURNAGE
CORONER

May 31, 2023

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

To The Honorable Board of Supervisors:

The Mississippi Coroner Medical Examiner Association Summer Conference will be held at the Golden Nugget Hotel and Casino on June 27- June 30, 2023. Registration is \$350.00 per person and a membership fee of \$200.00 per person. Hotel fee is \$119.00 per night, resort fee of \$16.78 per night and to include travel expenses. CEU credit will be given for the convention (of mandatory 24 hrs per year.)

I am making a request for the following Coroner/Medical Examiner Investigators to attend this training.

Derek Turnage, Coroner	Conf Fee: \$350.00	Hotel Fee: \$273.54
Albert H. Lee, Deputy Coroner	Conf Fee: \$350.00	
David Moore, Deputy Coroner	Conf Fee: \$350.00	Membership Fee: \$200.00
Keim Davis, Deputy Coroner	Conf Fee: \$350.00	Hotel Fee: \$410.31
Janell Kahl, Office Manager	Conf Fee: \$350.00	Hotel Fee: \$410.31

Please make Convention check payable to:	Ms. Coroner/ ME Association	\$1,950.00
Hotel Check Payable to:	Golden Nugget Hotel & Casino	\$1,094.16
(Include Tax Exempt Letter)	151 Beach Blvd	
	Biloxi, Ms. 39530	

I appreciate your consideration.

Derek Turnage, CMEI

Pearl River County Coroner

432



June 5th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: Travel- MEMA ESF-9 USAR/SAR Annual Meeting

The Office of Emergency Services request permission to attend the MEMA ESF-9 meeting in Hancock County on June 13th. There is no cost associated with this meeting.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services

810 Highway 11 South
Poplarville, MS 39470



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

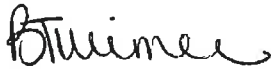
**PEARL RIVER COUNTY JUSTICE COURT
153 SAVANNAH MILLARD ROAD, STE A
POPLARVILLE, MS 39470
601-403-2500 TELEPHONE
601-403-2553 FAX**

May 30, 2023

Honorable Board Members;

Please approve travel for Justice Court Judges Donald Fail and Ben Breland to Biloxi, MS on July 16-20, 2023 for the Mississippi Justice Court Judges Association Summer Convention.

Thank you,



Brittany Twiner
Justice Court Clerk

REGISTRATION

2023 Mississippi Justice Court Judges Association Summer Convention



IP Resort
Biloxi, Mississippi
July 16-20, 2023





MS Justice Court Judges 2023

July 15, 2023 – July 20, 2023

INDIVIDUAL RESERVATIONS

Group Name: MS Justice Court Judges 2023

Group Code: MJCH23C

Cut-Off Date: Friday, June 30, 2023

Online Reservations: www.ipbiloxi.com/groups

Group Link: [MJCH23C](#)

Call-In Reservations:

IP Casino Resort Spa Room Reservations Department (888) 946-2847, press 1 for reservations, identify yourself as being with a group by using Group Name or Code.

GROUP ROOM BLOCK/RATES

MJCH23C	Sat 7/15/23	Sun 7/16/23	Mon 7/17/23	Tue 7/18/23	Wed 7/19/23
Std King or Double Rate	25 \$169.99	120 \$89.99	120 \$89.99	120 \$89.99	120 \$89.99

Single or double occupancy is considered the same regarding units blocked and rates. Rates are net, non-commissionable. There is a \$14.00 resort fee per room per night.

Room rates are subject to Harrison County accommodations tax, currently five percent (5%) and state sales tax of seven percent (7%) per night. Resort fees are subject to state sales tax of seven percent (7%) per night. County and state taxes may be subject to increase without prior notice.

Please see next page for the daily totals including resort fee and taxes.

Here are the nightly room costs for your group for a standard room, single or double occupancy:

	nightly rate	room tax (12%)	nightly rate with tax	nightly resort fee	resort fee tax (7%)	nightly total
Saturday	\$169.99	\$20.40	\$190.39	\$14.00	\$0.98	\$205.37
Weekday	\$89.99	\$10.80	\$100.79	\$14.00	\$0.98	\$115.77

Please be advised that all rates quoted are per room, per night, allowing for single or double occupancy. View Rooms, our standard rooms with a guaranteed view of the Biloxi Bay or Gulf of Mexico, are available for an additional charge of \$20.00 plus tax, per night. Any rooms requiring triple or quad occupancy will be surcharged an additional \$20 plus tax per room, per night, per adult. (Children aged 17 and under, in the same room with parents in existing bedding, are no additional charge.) Rollaway beds and baby cribs are available upon request for an additional \$20 plus tax per room per night.

These additional fees are **nightly** and I have included the breakdown, should anyone have questions:

item	nightly fee	tax	nightly total
Additional (3rd) occupant	\$20.00	\$2.40	\$22.40
Water View room	\$20.00	\$2.40	\$22.40
Rollaway Bed	\$20.00	\$1.40	\$21.40
Crib	\$15.00	\$1.05	\$16.05

DEADLINE FOR MAKING RESERVATIONS

Reservations must be received by the Hotel **before June 30, 2023**. Any unsold rooms remaining in this block will be automatically released on this day and returned to the Hotel for general sale.

PAYMENT

Credit card will be charged at time of making reservation for first night's room and tax. Attendees will be responsible for paying their own room, taxes, resort fees and incidental charges. Checks cannot be accepted at check-in or check-out. A credit card is required at check-in.

If paying for a room with a check

When the reservation is made, it will be entered as non-guaranteed reservation. Payment for the full amount of room, tax, and resort fee for all nights (provided at time of reservation) must be received within two weeks after making the reservation or two weeks prior to arrival (whichever date comes first). If payment is not received within two weeks after making the reservation or two weeks prior to arrival

(whichever comes first) the reservation will be automatically cancelled. The hotel front desk does not accept checks at check-in.

Check Payments

1. The check must be made out to **IP Casino**.
2. The names and confirmations for the respective reservations should be included with the check payment, This is to ensure your check payment is posted to the correct reservations.
3. Check payments must be received two weeks after the reservation has been booked or two weeks prior to guest arrival, whichever occurs first. Check payments are not accepted at the front desk at check-in.

Address:

IP Biloxi
Attn: Sales
850 Bayview Avenue
Biloxi, MS 39530

The following information is **REQUIRED** and **MUST BE INCLUDED** when sending check as prepayment for room:

- Name of Guest(s) on each reservation that the check amount is to cover
- Reservation Confirmation Number(s)
- Group/Convention Name
- Arrival Date for each reservation that check is to cover

CHECK-IN

Check in time begins at **4:00 pm** and checkout time is by **11:00 am**.

All guests are required to present a valid credit or debit card at check in along with a valid photo ID. A security deposit authorization of \$100 will immediately be placed on the account of the card presented. If using a debit card, this authorization could affect the account balance for a period of up to 30 days. IP Casino Resort Spa cannot assume liability for overdrawn accounts. Credit cards are recommended.

Thank you once again for choosing the IP Casino Resort Spa, we look forward to having you all with us.

Sincerely,

Linda Stewart

Linda Stewart
Senior Sales Manager

LS:nh

436



MJCJA Invoice

Invoice to be paid in full to MJCJA by Thursday, June 26, 2023

COUNTY

PEARL RIVER COUNTY

JUDGE'S NAME

DONALD FAIL

FROM:

Mississippi Justice Court Judges Association

DATE SUBMITTED

5/26/2023

RE:

Registration Fee Invoice

MS Justice Court Judges Assn. Summer Convention

IP Resort in Biloxi – July 16-20, 2023

Please submit this completed invoice to your county for payment:



MJCJA Summer Convention Registration Fee

\$ 500.00

(Amount Required to Attend)

Total Due MJCJA by June 29, 2023

\$ 500.00

Please make checks payable to:

Mississippi Justice Court Judges Association (MJCJA), and include 2023 MJCJA Summer Convention with the name of the judge attending on the memo line.

Remit to: **Hon. Jason Thornton**
MJCJA Convention Chairman
9205 Rock Hill Road
Vanceleave, MS 39565

The above fee must be submitted to MJCJA by: June 29, 2023

Please attach a copy of this completed invoice to the check when mailed. Thank you!

Print & Submit with Payment

Brittany Smith

439

From: Donald Fail <dfail@bellsouth.net>
Sent: Tuesday, May 30, 2023 1:09 PM
To: Brittany Smith
Subject: Fwd: IP Casino Resort Spa Reservation Confirmation

Sent from my iPhone

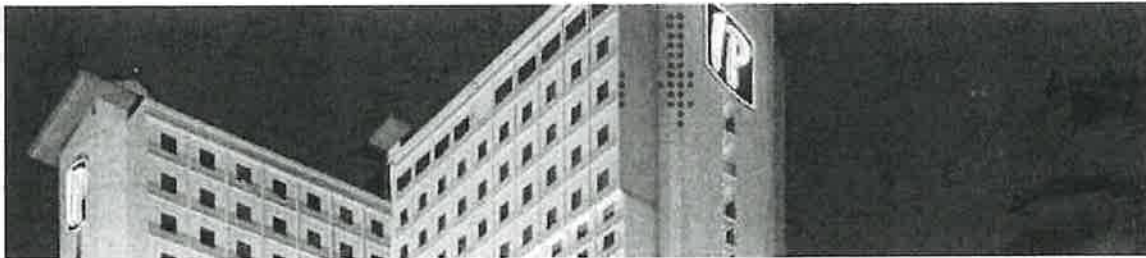
Begin forwarded message:

From: IP Casino Resort Spa <donotreply@boydgamingmail.com>
Date: May 30, 2023 at 12:41:18 PM CDT
To: DONALD FAIL <>
Subject: IP Casino Resort Spa Reservation Confirmation

IP Casino Resort Spa Reservation Confirmation



Casino • Resort • Spa



CONFIRMATION INFORMATION

Dear DONALD FAIL ,

Please take a moment to review your reservation information below. You can make changes to this reservation by calling 877-335-4831.

Here are your reservation details:

440

Name: DONALD FAIL
Confirmation Number: NM4VK
Arrival Date: Sunday, 07/16/2023
Departure Date: Thursday, 07/20/2023
Check-in Time: 04:00 PM
Check-out Time: 11:00 AM
Number of Nights: 4
Number of Rooms: 1
Room Type: IP/D2
Room Description: STD Q/Q NONSMKG

Please note a refundable deposit equal to the first nights' room and tax will be charged on your credit card at the time of booking to guarantee your reservation. Cancellations must be made at least 24 hours prior to arrival to avoid forfeiting the deposit amount unless a non-refundable offer is booked, then no refund is provided. Packages, offers and special events may require different deposits and cancellation periods. \$100 authorization is required at check-in. Reservations are non-transferrable. Rates do not include the nightly resort fee of \$14.95 which will be charged at check-in.

Reservation Information

Stay Total: 359.96
Stay Tax: 43.20
Stay Total w/Tax: 403.16

Deposit Received: .00

Date	Rate	Nights
7/16/2	100.79	4

This is an automated message. Please call 877-335-4831 if you have any questions or would like to make changes to your reservation.



IP Casino Resort Spa - Biloxi
850 Bayview Avenue • Biloxi, MS 39530
ipbiloxi.com



MJCJA Invoice

Invoice to be paid in full to MJCJA by Thursday, June 26, 2023

COUNTY

PEARL RIVER COUNTY

JUDGE'S NAME

BENJAMIN BRELAND

FROM:

Mississippi Justice Court Judges Association

DATE SUBMITTED

05/24/2023

RE:

Registration Fee Invoice

MS Justice Court Judges Assn. Summer Convention

IP Resort in Biloxi – July 16-20, 2023

Please submit this completed invoice to your county for payment:



MJCJA Summer Convention Registration Fee
(Amount Required to Attend)

\$ 500.00

Total Due MJCJA by June 29, 2023

\$ 500.00

Please make checks payable to:

Mississippi Justice Court Judges Association (MJCJA), and include 2023 MJCJA Summer Convention with the name of the judge attending on the memo line.

Remit to: **Hon. Jason Thornton**
MJCJA Convention Chairman
9205 Rock Hill Road
Vanceleave, MS 39565

The above fee must be submitted to MJCJA by: June 29, 2023

Please attach a copy of this completed invoice to the check when mailed. Thank you!

Print & Submit with Payment

442

Brittany Smith

From: Ben Breland <josiah_831@att.net>
Sent: Wednesday, May 31, 2023 11:07 AM
To: Brittany Smith
Subject: Fw: IP Casino Resort Spa - Reservation Confirmation # IPB100672062

Sent from AT&T Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, May 24, 2023, 1:12 PM, iphotelreservations@boydgaming.com wrote:

THANK YOU
FOR BOOKING WITH US



Dear Benjamin Breland,

Thank you for choosing **IP Casino Resort Spa**.

Confirmation Information

Please take a moment to review your reservation information below.

King Spa Suite Nonsmoking - Reservation Confirmation #: IPB100672062

Guest Name:	Benjamin Breland
E-mail:	josiah_831@att.net
Additional Guests:	Additional names not provided
Check-in from:	4:00 PM, Sunday, 16 July, 2023
Check-out by:	11:00 AM, Thursday, 20 July, 2023
Number of Nights:	4
Number of Guests:	Adults: 2, Children: 0

Room Type: King Spa Suite Nonsmoking
Rate Plan: Sweet Suite Deal!
Room Rate: Sunday, 16 July, 2023 : \$144.99
Monday, 17 July, 2023 : \$144.99
Tuesday, 18 July, 2023 : \$144.99
Wednesday, 19 July, 2023 : \$144.99
Total Room Price : \$579.96

Taxes and Fees: Hotel Tax \$69.60 total for all nights

Total: **\$649.56**
Excludes \$14.98/night resort fee & tax (USD)

Reservation Policies:

24-Hour-Cancel Policy

- Total does not include nightly resort fee of \$14.98 USD/night (tax included). Final amount will be charged at check-in. Resort fee does not apply to COMP nights.
- A refundable deposit equal to the first night's room and tax will be charged on your credit card at the time of booking to guarantee your reservation.
- Please be aware that beginning April 3rd, 2023, we will start an elevator renovation project. This renovation will result in SELECT hotel elevators being out of service during your visit. We apologize for the inconvenience but look forward to providing you new and improved services.
- Packages, offers and special events may require different deposits and cancellation periods. Refer to the specific offer for details.
- Room rates listed do not include resort fees or taxes which are subject to change.
- A 24-hour notice is required to cancel reservations to avoid a penalty of the one night room rate plus tax paid at time of booking. For the Non-Refundable Discount room bookings, reservation is non-refundable and no changes may be made. Complimentary reservations may be charged \$50.00 for room cost plus tax if they are not canceled at least 24 hours prior to arrival. All promotions are non-transferable, based on casino play and may not be used more than once. Cancellations must be made through the same reservation channel that you originally booked the room or package.
- A credit card and valid picture ID is required for check in and the guest whose name is on the reservation must be at least 21 years of age. Digital ID's are not accepted as approved forms of identification.
- Complimentary offers are extended based on gaming activity associated with your Boyd Rewards card. Offers may be adjusted, removed or canceled if activity level is not maintained.
- At check-in your credit card will be authorized for the remaining amount of room and tax plus a \$100.00 deposit for incidental charges per visit.
- Prepaid credit cards or gift cards are not accepted for deposit upon check-in.
- We will note your preferences for room type, smoking or non-smoking and/or room location, however due to arrival and departure patterns, we are UNABLE TO GUARANTEE any room type request.
- Dogs are permitted to stay in the hotel. A charge of \$100 per stay plus tax will be applied to your room.
- Rates are based on single or double occupancy. Each additional adult in the room will be charged \$20 plus tax per night.
- Maximum occupancy is four (4) persons per room. Maximum of four (4) persons per room are allowed at the pool (open seasonally).
- Check-in starts at 4:00pm and checkout is 11:00am,

- Any special offers or discount rates are non-commissionable and are not available to travel agents, tour operators, conventions, or groups.
- Guests will be assessed a \$250 cleaning fee if they smoke in a designated nonsmoking room.
- We do not accept bookings in excess of 14 nights.
- We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.
- Please read our [Privacy Policy](#) and [Terms & Conditions](#).
- Please [contact us here](#) with any questions.
- If you have selected to receive e-mail and/or mobile communications, you are confirming that you are not enrolled in any gaming regulatory self-exclusion program, or have been excluded by a government program or have been excluded at the sole discretion of Boyd Gaming Corporation.

In the event you change your plans, you must cancel or change your hotel reservation in accordance with the hotel's cancellation policy to avoid penalties.

Cancellations or changes made after 07/15/23, 4PM will be subject to a charge of \$162.39.

Billing Details:

Name On Card : Benjamin Breland
 E-mail : josiah_831@att.net
 Phone : 601-569-2094
 Credit Card : Visa ending in 7091
 Expiration Date: 11/2026
 Address: 35 Heatherland Dr, Poplarville, Mississippi, United States 39470

Add to Calendar:



To change or cancel your reservation, [click here](#).

This is an automated message. Thank you for choosing IP Casino Resort Spa as your place to stay.
 This is an automated message. Please call 888-946-2847 if you have any questions or would like to make changes to your reservation.

Total does not include \$14.98/night resort fee & tax. Final amount will be charged at check-in.

IP Casino Resort Spa
850 Bayview Avenue • Biloxi, MS 39530
888-946-2847
www.ipbiloxi.com

Copyright © Boyd Gaming. All rights reserved. [Privacy Policy](#) | [Responsible Gaming](#)

DON'T LET THE GAME GET OUT OF HAND. FOR ASSISTANCE CALL 800-522-4700.



445

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

May 31, 2023

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

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

In and for your consideration approval of travel and reimbursement of costs associated with the following:

Name: David Allison, Sheriff
What: MS Sheriff's Association 2023 Summer Conference
When: June 5 – 9, 2023
Where: Golden Nugget
151 Beach Blvd
Biloxi, MS 39530

Sheriff Allison will travel in assigned county vehicle.

Thank you,



David Allison, Sheriff



Dear Sheriff,

At this time, I would like to inform you the 2023 Summer Conference has been set.

DATES: June 5-9, 2023

PLACE: Golden Nugget
151 Beach Blvd.
Biloxi, MS 39530

To make reservations call 1-800-777-7568, and identify yourself as participants of Mississippi Sheriffs' Association, group code (S230303) or you may go to:
<https://goldennuggetbiloxi.reztrip.com/ext/promoRate?property=1262&mode=b&pm=true&sr=800148&vr=3>, no group code needed.

You must present a credit card number to hold your reservations.

Luxury King Rooms- \$119.99 + tax and resort fee
Luxury Two Queen Rooms- \$139.99 + tax and resort fee

The hotel does not take personal or company checks as method of payment on check-in day. Credit card or debit card is the only valid form of payment accepted at check-in. You must present your county tax I.D. document in order for taxes to be waived.

Please do not wait till the last minute to book your room. Once the room block is filled you will not be able to get the contract price.

*****CUT OFF DATE IS MAY 14, 2023*****

Stacie Rutland
Executive Director



447

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

May 31, 2023

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

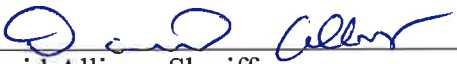
Please acknowledge upon the minutes the following matters concerning the Sheriff's Department.

In and for your consideration approval of travel, issuance of check for registration fee and reimbursement of other costs associated with the following:

Name: Galvin, Jordan
Horner, Jeff
What: Basic Cyber Investigations: Dark Web & Open Source Intelligence
When: July 25 - 27, 2023
Where: Gulfport, MS
Cost: Free

All will travel in county assigned vehicle.

Thank you,


David Allison, Sheriff

From: Jeff Horner
Sent: Wednesday, May 10, 2023 3:26 PM
To: Rebecca Rasmusson
Subject: FW: Your registration for CI102 Basic Cyber Investigations: Dark Web & Open Source Intelligence has been received!

Myself and Jordan are supposed to be going to this class.



Jeff Horner
Investigator

Office: 601-403-2545
jhorner@pearlrivercounty.net
Pearl River County SO
Criminal Investigation Division
171 Savannah Millard Rd
Poplarville, MS 39470

From: confirmation@nw3c.org <confirmation@nw3c.org>
Sent: Wednesday, May 10, 2023 6:15 AM
To: Jeff Horner <jhorner@pearlrivercounty.net>
Cc: Scott Allee <sallee@pearlrivercounty.net>
Subject: Your registration for CI102 Basic Cyber Investigations: Dark Web & Open Source Intelligence has been received!

Dear Jeff,

Your registration for the CI102 Basic Cyber Investigations: Dark Web & Open Source Intelligence has been received and you are enrolled. This class will be delivered to you **in-person on Tuesday, July 25, 2023 to Thursday, July 27, 2023 from 8:00 AM - 4:00 PM Central in Gulfport, MS.**

Action will be needed to confirm your registration. Approximately 14 days prior to the start date of this class, you will receive an email requiring you to confirm your registration at that time. Failure to confirm your registration will result in cancellation of your registration.

BYOD Course

This is a **BYOD** (bring your own device) course. You will use **your own laptop computer** for all in-class exercises.

Computer Requirements

The hands-on practical exercises are intensive, critical to understanding the material being taught, and required to successfully complete the class. If your computer hardware does not meet the mandatory requirements listed below, your experience in taking the class will be less than ideal and may also impact other students while the instructors take time to troubleshoot hardware and software problems.

Mandatory Operating System Requirements

- **Operating system.** Your computer must be running Microsoft Windows 10 or macOS v10.12 or later. Make



449

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

May 31, 2023

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

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

In and for your consideration approval of travel, issuance of check for registration fee and reimbursement of other costs associated with the following:

Name: Garcia, Joe
Horner, Jeff
Messa, Randy
What: Authentic & Deliberate Leadership: The West Point Way
When: July 27 - 28, 2023
Where: MS Bureau of Narcotics
Biloxi, MS
Cost: Free

All will travel in county assigned vehicle.

Thank you,



David Allison, Sheriff



Gulf Coast High Intensity Drug Trafficking Area Training Alert No Cost to Attend

450

Sponsored by the Gulf Coast HIDTA and Cosponsor – Mississippi Bureau of Narcotics

Authentic & Deliberate Leadership: The West Point Way

WHEN: Thursday, July 27, 2023 8:30 – 5:00

Friday, July 28, 2023 8:30– 5:00

WHERE: Mississippi Bureau of Narcotics

Location: 16741 MS-Highway 67

Biloxi, MS 39532

DESCRIPTION:

Authentic & Deliberate Leadership: The West Point Way

This two-day class challenges you to bring your artful experience leading others at any level of the organization and combine it with behavioral science theories which will improve your ability to enhance the motivation, satisfaction, and performance of your people.

This course is not intended to be theoretical; it is designed to be deliberately applied in the real world with real people using contemporary challenges in need of creative solutions. The foundation of the course is about understanding human behavior, including your own, and learning to lead people more effectively in the dynamic public safety environment.

Major areas of instruction include: Understanding Ourselves, Leading Individuals, Leading Teams, The Leader in the Leadership System, Leading Organizations, and Influencing the Environment.

TRAINING:

The Gulf Coast HIDTA is proud to provide a two-day class Authentic & Deliberate Leadership: The West Point Way at no cost to attend.

Instructor: Dr. David Mather

With more than 30 years in public safety, Dave has worked with more than 350 agencies around the world as an executive coach, leadership instructor, keynote speaker, and international consultant supporting public safety and the communities they serve. Dave was a police commander in the United States for 25 years. Since leaving uniform, Dave served as the Executive Director for RULETC (Rural Law Enforcement Technology Center) , a U.S.



451

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

May 31, 2023

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

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

In and for your consideration approval of travel and issuance of check for hotel and training associated with the following:

Name: Liliana Torija
What: Missing and Exploited Children
When: June 6 – 8, 2023
Where: Alexandria, VA
Registration: Free
Hotel: Free

Thank You,

A handwritten signature in blue ink that reads "David Allison".

David Allison, Sheriff

Subject: NCMEC No Fee Training for Leaders in Law Enforcement - Protect. Reduce. Prevent: Leadership Seminar on Missing & Exploited Children (PRPL)

Importance: High

Greetings:

Attached is the one page flyer on the National Center for Missing & Exploited Children (NCMEC) training for everyone in a formal leadership/management/supervisor role in law enforcement and emergency communications centers.

Participants will engage in a hybrid format of online learning combined with two and one-half days of face-to-face training at the **National Center for Missing & Exploited Children (NCMEC) headquarters in Alexandria, VA.**

This seminar will familiarize participants with issues related to missing and sexually exploited child cases. It will include effective policies and practices, emerging trends, technical assistance, and best practice resources for responding to calls of missing and sexually exploited children.

PRPL Seminar 2023 Dates:

June 6-8 and September 19-21

Topics Covered:

- NCMEC resources
- Resilience and Wellness of Personnel
- Community-Based Multi-Disciplinary Teams
- Trauma-informed, child-focused engagement
- Missing Children, including endangered runaways, children missing from care, abductions, lost or otherwise missing and long-term missing
- Exploited Children, including Sextortion and Other Trends
- Child Sex Trafficking
- Legal Issues
- Media Strategies
- Federal Resources
- Forensics
- Search and Canvass Best Practices
- Agency/Community Assessment and Action Planning

Costs:

- The costs of training materials, airfare* and lodging are covered through NCMEC.
- Meals and refreshments provided on class days are funded through private donations. No federal funds are used to pay for food and beverages.
- Attendees are responsible for evening meals and ground transportation between the airport and lodging/training site.

*Attendees who drive or take Amtrak are eligible for reimbursement up to the cost of an airline ticket.

PRPL Course Requirements:

- Applicants must be active state missing clearinghouse managers or members of a law enforcement agency or emergency communications center and in a formal leadership role.

Prior to attendance:

- Complete six self-paced online learning modules that provide a foundational understanding of missing and sexually exploited children and NCMEC's role as a national clearinghouse and resource center.
- Complete Missing Kids Readiness Program (MKRP) self-paced online learning modules that provide best practices for receiving and responding to calls of missing and sexually exploited children.

Pearl River County
Tax Assessor/Collector

P. O. Box 569
Poplarville, MS
601-403-2300

May 31, 2023

Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Please approve travel for Dawson Brown to Raymond MS on June 7 to Mississippi Research and Extension Center for State retest.

Sincerely,

A handwritten signature in blue ink that reads "Gary Beech". The signature is fluid and cursive, with a long horizontal line extending to the right.

Gary Beech, Tax Assessor/Collector
Pearl River County

454

Pearl River County
Tax Assessor/Collector

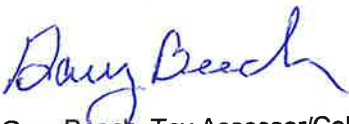
P. O. Box 569
Poplarville, MS
601-403-2300

May 31, 2023

Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Please record approved travel for Wesley Mitchell to Drone Operators School on July 10-14 Kiln. Please authorize the Clerk of the Board to issue warrants for \$90 for course,

Sincerely,



Gary Beech, Tax Assessor/Collector
Pearl River County

Minute Book Text Detail

Book 0233 Page 455 ECONOMIC DEVELOPMENT DIRECTOR AGENDA

Date 6/ 5/2023 ITEM

ORDER TO APPROVE ECONOMIC DEVELOPMENT DIRECTOR'S AGENDA ITEM

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Economic Development Director's Agenda Item.

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 Economic Development Director's Agenda Item as listed with attachments:

- A. Approve Resolution and authorize execution to Apply and Commit Matching Funds for the Mississippi Development Authority Site Development - Select Sites Program for the Pearl River County Industrial Park Project.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

February 28, 2023

Ms. Lindsay Ward
Economic Development Director
Pearl River County Board of Supervisors
P.O. Box 730
Poplarville, MS 39470

Dear Lindsay,

Through the Site Development Grant – Select Sites Program, MDA is pleased to partner with eligible local partners to support the development of highly competitive industrial sites in Mississippi that are ready to meet prospective companies' needs. To support this effort, the state's electric utilities contracted with Greenville, SC-based Strategic Development Group to evaluate a number of the state's top industrial sites. In its evaluation, Strategic Development Group recognized the strengths of the Pearl River County Industrial Park.

MDA is committed to supporting you in developing the Pearl River County Industrial Park and is extending an invitation to the Pearl River County Board of Supervisors to apply for Select Sites funding in support of site development work at the park. Based on the cost estimates you submitted to our office, we are offering a grant of up to \$2,250,000 to assist with access road improvements, site grading, wetlands mitigation, due diligence and other eligible expenses as approved by MDA. We will require that the remainder of the project's expected costs, currently anticipated to be \$250,000, be matched by the Pearl River County Board of Supervisors or other local sources of funding. It is understood that the county must meet the minimum requirements set forth in state statute and the rules and regulations of this program.

We are proud to partner with you in your efforts to develop a site that is attractive to prospective businesses and ready to meet their needs. The availability of competitive sites that are ready for industrial development and meet the logistical, workforce and other needs of industry are critical to the state's job creation and investment attraction efforts.

We will be sending you the program guidelines and application form under separate cover. In the meantime, if you have any questions regarding this commitment, please contact Sally Williams in our Business Incentives Division at 601.359.5052 or sawilliams@mississippi.org.

Sincerely,

Laura Hipp
Deputy Executive Director

LH:sw

RESOLUTION AUTHORIZING SUBMITTAL AND COMMITTING MATCHING FUNDS FOR THE PEARL RIVER COUNTY INDUSTRIAL PARK – PHASE ONE PROJECT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE MISSISSIPPI SITE DEVELOPMENT GRANT – SELECT SITES PROGRAM

WHEREAS, pursuant to Miss. Code Ann. §57-1-701, the Mississippi Site Development Grant Program assists public or private non-profit economic development organizations or local governments (Local Partners) in developing available green field sites for industrial development;

WHEREAS, the Select Sites Program was created within the Site Development Grant Program with the additional goal of increasing the number of highly competitive industrial sites in the state that are available and are ready to meet prospective companies' needs;

WHEREAS, through the Site Development Grant Select Sites Program, the Mississippi Development Authority (MDA) partners with eligible Local Partners to support the development of such sites and increase the state's competitiveness for economic development projects;

WHEREAS, through the Mississippi Site Development Grant Select Sites Program, matching grants are made available to assist Local Partners in developing highly competitive greenfield sites that are ready for industrial development;

WHEREAS, MDA will evaluate prospective and pre-existing publicly owned properties available for industrial development in the state, as well as optioned properties available for industrial development, and will invite Site Development Grant Selective Sites applications for site development projects at these most competitive sites in the state;

WHEREAS, MDA will invite applications from Local Partners for Site Development Grant Select Sites grants where Local Partners may apply for grant assistance for the following projects: site development projects and/or site due diligence at publicly owned industrial property; site due diligence on optioned property; public infrastructure improvement or expansion projects directly serving industrial property that is publicly owned or is optioned property; and assistance in acquiring publicly owned real property used for economic development purposes by eligible entity;

WHEREAS; all grant awards will require matchings funds that are determined by MDA on a project-by-project basis;

WHEREAS; Pearl River County submitted to MDA the Pearl River County Industrial Park – Phase One project that included the construction of a proposed stone access industrial park road, site grading of approximately 60 acres, wetlands mitigation and other non-construction items;

WHEREAS; Pearl River County received a letter from MDA dated February 28, 2023, notifying the County of MDA's commitment to supporting the development of the Pearl River County Industrial Park by extending an invitation to the Pearl River County Board of Supervisors to apply for Select Sites funding in support of site development work at the industrial park;

WHEREAS, MDA offered a Select Sites grant of up to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) to assist with the Pearl River County Industrial Park – Phase One Project;

WHEREAS, such grant is contingent upon Pearl River County providing matching funds of Two Hundred Fifty Thousand Dollars (\$250,000.00) which equates to ten percent (10%) of the total estimated project cost of Two Million Five Hundred Thousand Dollars (\$2,500,000.00);

WHEREAS, Pearl River County has determined it is in the best interest of Pearl River County, its residents and surrounding economy to submit an application for a Mississippi Site Development Grant – Select Sites Program in the amount of up to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) to fund ninety percent (90%) of the Pearl River County Industrial Park Project – Phase One, which is estimated to cost Two Million Five Hundred Thousand Dollars (\$2,500,000.00); and

WHEREAS, Pearl River County will provide a match of ten percent (10%) of the project cost, up to Two Hundred Fifty Thousand Dollars (\$250,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF SUPERVISORS FOR PEARL RIVER COUNTY, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions and statements of fact contained in the preamble are hereby adopted, ratified and incorporated herein.

SECTION TWO: The President and the Director of Economic Development is hereby authorized, on behalf of Pearl River County, to submit an application for the Pearl River County Industrial Park – Phase One Project to the Mississippi Development Authority for a Mississippi Site Development Grant – Select Sites of up to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) to be leveraged with a Pearl River County Match of ten percent (10%) of the project cost, up to Two Hundred Fifty Thousand Dollars (\$250,000.00), if said grant is awarded.

SECTION THREE: Matching funds in the amount of ten percent (10%), up to Two Hundred Fifty Thousand Dollars (\$250,000.00) for the required match for the Pearl River County Industrial Park - Phase One Project, will be allocated when a Mississippi Site Development Grant – Select Sites is awarded

SECTION FOUR: This resolution shall take effect and be in force from and after adoption. The foregoing Resolution was moved by Supervisor Holliday, seconded by Supervisor

Spence, and was adopted by the following vote:

Supervisor Hart

Yes

Supervisor Perry

Yes

Supervisor Holliday

Yes

Supervisor Spence

Yes

Supervisor Smith

Yes

The President of the Pearl River County Board of Supervisors then declared the Resolution adopted this the 5th day of June, 2023.



Chancery Clerk

Adopted:

Sandy Kane Smith, President
Pearl River County Board of Supervisors

Mississippi Development Authority
Site Development Grant – Select Sites Program

APPLICATION FORM

*****Note that applications are accepted on an invitation-only basis. Applications will only be accepted from applicants who have received a funding commitment letter from MDA. *****

Applicant Organization Name: Pearl River County

Mailing Address: P. O. Box 730

City: Poplarville State: MS Zip Code: 39470

Applicant Contact: Lindsay Ward

Title: Director of Economic Development E-mail: lward@pearlrivercounty.net

Office Phone: 601-749-7710 Cell: 228-861-8260

FOR MULTI-COUNTY PROPOSALS ONLY – Complete the following section

Secondary Applicant Contact: _____

Title: _____ E-mail: _____

Office Phone: _____ Cell: _____

PROJECT OVERVIEW:

Name of Site Being Developed: Pearl River County Industrial Park

Site Location: 650 Highway 26 East, Poplarville, MS 39470

Brief Description of Your Site Development Project: (Note the proposed scope of work anticipated to be funded with the requested MDA grant and matching funds. Attach additional pages if needed.)

The Pearl River County Industrial Park - Phase 1 Select Site project would allow for the installation of a proposed stone access road into the industrial park, site grading of approximately 60 of the 130 acres of the park, initial wetlands mitigation and other non-construction items for the project.

Estimated Project Completion Date: 1 Year, 07/01/2023 - 07/01/2024

PROJECT BUDGET AND FUNDING SOURCES:

Total Project Budget: \$ \$2,500,000.00 (Attach an Opinion of Probable Cost from an engineering firm.) Note that the matching funds committed and grant amount being requested should match the project budget being submitted.

Grant Amount Requested: \$ \$2,250,000.00Matching Funds Committed: \$ \$250,000.00

Sources of Matching Funds (provide additional information via attachment, if needed):

Local Funds: \$ \$250,000.00 Source: Pearl River County

Other Match Funds: \$ _____ Source: _____

\$ _____ Source: _____

\$ _____ Source: _____

Provide a summary of your investment in this site over the past 5 years and the sources of funding invested in the site. If needed, provide an attachment with additional information.

Year	Source	Investment	Activity	Completion Status
2021	Pearl River County	\$3,595	Site Appraisal	Complete
2021	Pearl River County	\$4,060	Wetlands Delineation	Complete
2022	Gulf Coast Restoration Fund/Pearl River County	\$1,853,134.39	Land Acquisition	Complete
2022	Pearl River County	\$5,965	Engineering	Complete
2022	Pearl River County	\$32,410	Legal Services	Complete
2022	Pearl River County	\$4,800	Site Work/Mulching	Complete

CURRENT SITE INFO:Total Property Acreage: 130Maximum Contiguous Developable Acreage: 592 Additional Acres (south of site)Acreage Being Developed with this Project: 60Check one. Site is: ☒ Publicly owned or associated with property that is publicly owned and has clean title
☐ Under Option

(Attach title, deed or purchase option, as applicable, as documentation.)

Site is owned by: Pearl River County (If owned by more than one entity, list all owners.)How is the property currently zoned? Heavy Industrial

If re-zoning is needed to accommodate the site's target end users, describe the process and expected timeline for re-zoning.

Re-zoning is not necessary at this time.

Has a Phase I environmental assessment been completed? ☒ Yes ☐ No

If yes:

When was the assessment completed? December 2, 2016

Did the assessment reveal any recognized environmental concerns in the proposed developable acreage?

☐ Yes ☒ No

If concerns were identified, please describe them and indicate if mitigation plans are in place.

There were no concerns identified.

If required, has a Phase II environmental assessment been completed? ☐ Yes ☒ No

If no assessment has been completed, are you applying for a grant to assist with environmental due diligence with this application? ☐ Yes ☒ No

Is the property located in a floodplain? ☒ Yes ☐ No

If yes:

What percentage of the property is in a floodplain? ~40% site is located in FEMA Flood Zone AE

What is the base flood elevation? Topographic elevation is 235-250 ft above sea level

Are there any wetlands on the property? ☒ Yes ☐ No

Provide a complete description of all wetlands on the property and note whether wetlands are in the proposed developable site acreage:

Approximately 40% site is located in FEMA Flood Zone AE and Approximately 60% in Flood Zone X. Approximately 60% of the site is located outside of the 500 year floodplain in Zone X. The FEMA map indicates Zone AE (inside the 100 yr.) and Zone X (outside the 500 year). Wetlands are located on the southern portion of the site.

Has a wetlands delineation been done? ☒ Yes ☐ No If yes, when? November 9, 2021

Has a Jurisdictional Determination been made by the U.S. Army Corps of Engineers? ☐ Yes ☒ No

If yes, when? November 9, 2021 Is wetlands mitigation needed? ☒ Yes ☐ No

If mitigation is needed, what is the mitigation plan and expected timeline?

For the proposed project, there will be some mitigation needed for the entry road into the industrial park. Pearl River County will begin the wetlands mitigation process immediately once a grant agreement with MDA is in place. The expected timeline to mitigate those wetlands is 3-6 months.

Has a cultural resources survey been completed? ☐ Yes ☒ No

If yes:

Is the acreage free of areas of archaeological or historical significance? ☐ Yes ☐ No

If archeological resources have been identified, is a mitigation plan in place? ☐ Yes ☐ No

Has a threatened and endangered species assessment been completed?: ☒ Yes ☐ No

If yes:

When was the assessment completed? November 9, 2021

Is the site free of endangered species? ☒ Yes ☐ No

If potential endangered species were identified, is there a mitigation plan in place? ☐ Yes ☒ No

Please describe the proximity of necessary utilities to the site. If utilities are not yet run to the site, please describe the current distance of each utility from the site:

Mississippi Power is the electric power company servicing the site with electric service currently available with distribution service adjacent to the site. Water is provided by the City of Poplarville and is located adjacent to the site along Highway 26. Wastewater is provided by the Pearl River County utility Authority and is located adjacent to the site along Highway 26. CenterPoint Energy is the natural gas provider to the site and recommends installing 9,075 feet of 4" intermediate pressure PLA from existing system to service the site (based on most recent RFI submitted for a proposed project).

Please describe the current available capacity of all utilities serving the site and indicate whether the current available capacities are expected to meet the needs of the site's target end users. If not, please describe the utility capacity needs that have been identified at this site:

The electric provider currently has an existing 12 kV, 3 phase distribution line located on site. The total water system excess available capacity of the potable water system that will service the site is 1,962,720 gallons per day (GPD). The total wastewater system excess available capacity is 500,000 GPD (the current capacity is 1,100,000 GPD with peak utilization at 600,000 GPD).

Has an ALTA survey been completed for this site? ☐ Yes ☒ No

If yes, please provide a copy of the ALTA survey.

Has a master plan been conducted of this site? ☐ Yes ☒ No

If yes, please provide a copy of the plan.

Lindsay Ward

Applicant Contact (Please Print)


Applicant Signature

06/05/2023

Date

See the Required Attachments Checklist for required attachments that must be submitted with this application.

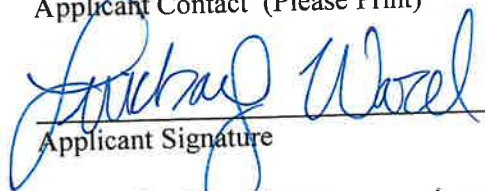
SELECT SITE REQUIRED ATTACHMENTS CHECKLIST:

- ☒ Aerial Photos & Labeled Maps
 - a. Aerial Map should include:
 - Property Name
 - Property Address
 - Property Boundary, outlined in orange
 - Maximum Contiguous Acreage outlined, if different from property boundary
 - Nearby or adjacent major highway labeled
 - Nearby or adjacent rail line labeled
 - Minor or adjacent road labeled
 - Compass showing North direction
 - GPS coordinates
 - b. Utility Infrastructure Maps should include:
 - Labeled lines with American Public Works Association (APWA) color codes
- ☒ Topographic Survey: include site maps of the topographic survey
- ☐ ALTA Survey, if available
- ☒ Flood Maps: delineate acreage in relation to the FEMA 100-year floodplain
- ☒ A Wetlands Map showing that the majority of the acreage is developable, if applicable; provide a U.S. Army Corps of Engineers Jurisdictional Determination letter and accompanying map, if applicable
- ☒ Title or Deed
- ☒ An Environmental Site Assessment: provide a copy of the Phase I Environmental Site Assessment; if applicable, also provide a copy of the Phase II Environmental Site Assessment
- ☐ A Cultural Resources Survey: provide a copy of the cultural resources survey and/or documentation of Mississippi Department of Archives and History clearance with regard to cultural resources.
- ☒ A Threatened and Endangered Species Assessment: provide a copy of a threatened and endangered species assessment and/or documentation of U.S. Fish and Wildlife Service clearance with regard to threatened and endangered species
- ☒ Opinion of Probable Cost: provide an Opinion of Probable Cost from an engineering firm
- ☒ Project Plan: provide a two-year plan/timeline for the site that includes the target industries for this site
- ☒ Conceptual Drawings of the Site, if available
- ☒ Letter(s) of Support from the site's utility providers that include the expected timeline and estimated cost to extend utilities in cases where all necessary utilities have not yet been run to the site

I certify that I have read the Site Development Grant – Select Sites Program guidelines and that this application meets all minimum criteria of the program.

Lindsay Ward

Applicant Contact (Please Print)

 06/05/2023
Applicant Signature Date

The application and ALL supporting documentation should be emailed to sawilliams@mississippi.org and a hard copy should be mailed to:

Mississippi Development Authority
Financial Resources Division
Attn: Sally Williams
501 N. West Street
Jackson, MS 39201

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEM

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Road Department's Agenda Item.

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

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

- A. Purchase Asphalt Paver Upgrade Kit & Hardware from SITECH in the amount of \$12,055.00 on the recommendation of Road Manager. The SITECH electronic equipment is already attached to the paver, and this kit is an upgrade/update for that specific piece of electronics that can only be obtained through SITECH.

Ordered and adopted, this the 5th day of June, 2023.

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

Pearl River County Road Department

To: Board of Supervisors
From: Charlie Schielder
CC:
Date: 05/30/2023
Re: Equipment Purchase

Comments: Discussion of purchase of an Asphalt Paver Upgrade Kit & Hardware from SITECH for \$12,055.00
Because the quote is over \$5,000, 2 quotes are required. However, the SITECH electronic equipment is already attached to the paver, and this kit is an upgrade/update for that specific piece of electronics that can only be obtained through SITECH.

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 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 close session to determine the need for executive session.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

ORDER TO GO INTO EXECUTIVE SESSION

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

Be It Ordered by the Pearl River County Board of Supervisors to enter executive session at 10:45 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 of personnel matters relating to the job performance, character, professional competence, or physical or mental health of a person holding a specific position; 4(b) Strategy sessions or negotiations with respect to prospective litigation, litigation or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

ORDER TO RETURN TO REGULAR SESSION

Upon motion made by 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 that this Board does now return to regular session at 1:15 a.m. after taking no action in executive session.

Ordered and adopted, this the 5th day of June, 2023.

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

Voting NAY: None

ORDER TO RECESS

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

Be It Ordered to direct County Administrator to post a notice of this recess meeting within one hour after such meeting is called in a prominent place available to examination and inspections by the general public at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex and make attached notice as part of minutes.

Be It Further Ordered that this Board does now take a recess until the next scheduled meeting to be held at 9:00 a.m., Wednesday, the 21st day of June, 2023, at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex in the City of Poplarville.

Ordered and adopted, this the 5th day of June, 2023.

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 470
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

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

NOTICE OF SUPERVISOR'S MEETING

You are hereby notified

Pursuant to

THE MISSISSIPPI OPEN MEETINGS LAW

that the next meeting of the

Board of Supervisors of Pearl River County, Mississippi,
will be held on June 21, 2023 at 9:00 o'clock a.m.
in the Board of Supervisors Meeting Room
in the Board Room Building
at the Courthouse in Poplarville, Pearl River County, Mississippi

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By:

Adrain Lumpkin, Jr., County Administrator