

MAY 1, 2023

The Board of Supervisors met at 9:00 a.m. the 1st day of May, 2023, in the Supervisors Board Room, in the Pearl River County Courthouse Complex in the City of Poplarville, Mississippi, with the following members of said Board and officers of said County were present to-wit:

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

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



**Pearl River County
Board of Supervisors
Meeting Agenda
May 1, 2023**



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

01) Consider approving Board Minutes – April, 2023

02) Consider approving Claims Docket for May 1, 2023

03) Sheriff:

- A. Personnel
- B. Approve President to sign Mississippi Office of Homeland Security Grant

04) County Engineer:

- A. Approve Dungan Engineering as project engineer for Ridge Road Project
- B. Update

05) Emergency Services:

- A. Acknowledge receipt of North Central VFD rebate funds
- B. Request to authorize McNeil VFD to purchase one (1) Brute Force Combination Tool with Bracket

06) Tax Assessor/Collector:

- A. Request to approve the purchase of a Ford F150 Truck from Herring Ford

07) Acknowledge Nationwide Permit for Weir Repair at Walkiah Bluff

08) Consent Agenda Items:

- A. Election Commissioners requesting additional 5 days be added to allotted work days
- B. Pearl River County School District Lease
- C. Approve Capital One Spark Business Card
- D. Coast Electric's request for staging areas for 2023 if needed
- E. Acknowledge Notice of Public Hearing from Harrison County Utility Authority proposing to amend its local Solid Waste Management Plan

09) Travel:

- A. Election Commissioners (5) to ECAM Training in Lucedale, MS on May 24
- B. SO (3) to Corrections Officer Training in Columbia, MS on May 1-19

10) Road Department:

- A. Poplarville School Bus Turnaround 2022-2023 Addition
- B. Poplarville School requesting assistance of asphaltting parking lot – School will furnish the cost of materials
- C. Discussion and possible purchase of a Sheep Foot Roller

:00) 11) SPCA – Discussion on Animal Control Ordinance

12) Code Enforcement Officer – Discussion on Recreational Vehicle Control Ordinance

NEXT BOARD MEETING – Wednesday, May 17th

ORDER TO APPROVE BOARD MINUTES FOR APRIL, 2023

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

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

Be It Ordered by the Pearl River County Board of Supervisors to approve Board Minutes for April, 2023.

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR MAY 1, 2023
WITH ADDITION OF PAYMENT TO HEALTH CORR LLC

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

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 Claims Docket for May 1, 2023 with addition of payment to Health Corr LLC in the amount of \$1,175.00. (See attached Summary of all Funds with addition)

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None

SUMMARY OF ALL FUNDS

FUND	1	Claims	to	Checks	103	Total	316,375.07	Manual	Held	Total	316,375.07
FUND	6	Claims	to	Checks	1	Total	209.08	Manual	Held	Total	209.08
FUND	45	Claims	to	Checks	3	Total	395.19	Manual	Held	Total	395.19
FUND	73	Claims	to	Checks	1	Total	77.32	Manual	Held	Total	77.32
FUND	96	Claims	to	Checks	13	Total	7,382.60	Manual	Held	Total	7,382.60
FUND	97	Claims	to	Checks	5	Total	14,082.32	Manual	Held	Total	14,082.32
FUND	104	Claims	to	Checks	1	Total	232.96	Manual	Held	Total	232.96
FUND	117	Claims	to	Checks	2	Total	356,063.22	Manual	Held	Total	356,063.22
FUND	122	Claims	to	Checks	1	Total	13,812.54	Manual	Held	Total	13,812.54
FUND	156	Claims	to	Checks	32	Total	64,660.29	Manual	Held	Total	64,660.29
FUND	159	Claims	to	Checks	4	Total	1,260.00	Manual	Held	Total	1,260.00
FUND	166	Claims	to	Checks	4	Total	5,551.60	Manual	Held	Total	5,551.60
FUND	206	Claims	to	Checks	8	Total	24,692.94	Manual	Held	Total	24,692.94
FUND	410	Claims	to	Checks	1	Total	4,294.64	Manual	Held	Total	4,294.64
FUND	420	Claims	to	Checks	3	Total	937.06	Manual	Held	Total	937.06
FUND	450	Claims	to	Checks	4	Total	3,500.87	Manual	Held	Total	3,500.87
FUND	650	Claims	to	Checks	2	Total	14,864.25	Manual	Held	Total	14,864.25
FUND	656	Claims	to	Checks	3	Total	1,766.81	Manual	Held	Total	1,766.81
FUND	661	Claims	to	Checks	3	Total	399.84	Manual	Held	Total	399.84
FUND	662	Claims	to	Checks	1	Total	79.00	Manual	Held	Total	79.00
FUND	663	Claims	to	Checks	1	Total	42.65	Manual	Held	Total	42.65
FUND	664	Claims	to	Checks	2	Total	725.00	Manual	Held	Total	725.00
FUND	665	Claims	to	Checks	1	Total	216.00	Manual	Held	Total	216.00
FUND	668	Claims	to	Checks	4	Total	477.65	Manual	Held	Total	477.65
Total for all Funds				Checks	203	Total	832,098.90	Manual	Held	Total	832,098.90



1 Bogie Lane
Picayune, MS 39455
Office: 601-798-6340

healthcorrllc@gmail.com

INVOICE

Invoice No.: 2001
Invoice Date: 4/18/2023
Due Date: 5/1/2023

BILL TO: Pearl River County
PO Box 537
Poplarville, MS 39470

QTY	DESCRIPTION	AMOUNT
1	Reimbursement for emergent purchase of Heartsine AED.	\$1,175.00
Reason	Old unit out of support. Replacement pads not available.	

Make all checks payable to Health Corr, LLC

Thank you for your business!

TOTAL \$1,175.00



September 30, 2019

PRODUCT DISCONTINUATION NOTICE

Dear Valued Stryker Customer,

We are pleased to have FDA Premarket Approval (PMA) for the **HeartSine® samaritan® PAD family of automated external defibrillators, including the SAM 350P, SAM 360P, and SAM 450P**, as well as the **LIFEPAK® CR2**, and **LIFEPAK CR Plus AEDs**. The purpose of this communication is to follow up on previous customer communications to remind you that Stryker has discontinued support for the HeartSine samaritan AED, HeartSine samaritan PAD 300 and 300P (SAM 300, SAM 300P) "legacy" public access defibrillators in the United States. Discontinuation notices have been sent for the last few years for these older devices, as maintaining parts and service on aging products becomes increasingly complex and challenging.

The samaritan AED was discontinued in 2006 and accessories have not been marketed since 2013. While the Pad-Pak™ and Pediatric-Pak™ will continue to be available for use with the SAM 350P, SAM 360P, and SAM 450P devices, the Pad-Pak and Pediatric-Pak are not PMA approved for use with the SAM 300 or SAM 300P; therefore the Pad-Pak will not be available for use with the SAM 300 or SAM 300P and the Pediatric-Pak will not be available for use with SAM 300P after **February 3, 2021**.

The FDA requires AED manufacturers to ensure customers who previously purchased the samaritan AED, SAM 300, or SAM 300P are aware of the PMA requirement and the need to transition to a PMA-approved AED in a timely manner. More information about the transition to PMA-approved devices is available on the FDA website at:

<https://www.fda.gov/medical-devices/cardiovascular-devices/automated-external-defibrillators-aeds>

Stryker offers a range of public access AEDs for your needs that are PMA-approved and available in the U.S.:

- **SAM 350P:** Designed for simplicity, the compact and lightweight HeartSine samaritan PAD 350P provides real-time CPR coaching, one-button operation, proprietary electrode technology, SCOPE biphasic technology, and IP56 protection against dust and water.
- **SAM 360P:** In addition to the features available on the SAM 350P, the SAM 360P eliminates the need for the rescuer to push a shock button by automatically delivering a shock, if needed, after analyzing the heart rhythm.
- **SAM 450P:** In addition to the features available on the SAM 350P, the SAM 450P provides real-time visual and verbal feedback on the rate of CPR compressions—assisting the rescuer to perform more effective CPR.
- The **LIFEPAK CR2** defibrillator, which was launched in the U.S. in February 2019, is the next generation LIFEPAK AED, featuring Wi-Fi® connectivity, cprINSIGHT™ analysis technology (which enables the defibrillator to analyze the patient's heart rhythm while CPR is being performed), a Child Mode button and optional Language button.
- The **LIFEPAK CR Plus** is the legacy LIFEPAK AED offering easy operation and compatibility with the rest of the LIFEPAK family of devices.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically relevant products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative or authorized distributor to discuss trade-up and flexible financing options to support you during this transition. You may also contact Customer Service at (800) 442-1142, option 2.

Chris Walsh

Director, Marketing

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Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



Mark Stockstill <healthcorrllc@gmail.com>

Transaction Receipt from SAFETY MEDICAL LLC for \$1175.00 (USD)

1 message

Auto-Receipt <noreply@mail.authorize.net>
Reply-To: Adam Richardson <adam@safetymed.com>
To: Mark Stockstill <healthcorrllc@gmail.com>

Wed, Mar 15, 2023 at 1:06 PM

Thank you for using the Safety Medical family of brands! Sterlington Medical, Texas AED & Safety, and SafetyMed are your number one source for AED, CPR, First Aid, Safety, and much more!

Order Information

Description: Goods or Services
Invoice Number 2300947

Billing Information

Mark Stockstill
 1 Bogie Ln
 Plcayune, MS 39466
 healthcorrllc@gmail.com

Shipping Information

Total: \$1175.00 (USD)

Payment Information

Date/Time: 15-Mar-2023 11:06:13 PDT
Transaction ID: 43999487510
Payment Method: MasterCard xxxx5798
Transaction Type: Purchase
Auth Code: 005101

Merchant Contact Information

SAFETY MEDICAL LLC
HOUSTON, TX 77057
US
 adam@safetymed.com
 For customer support, please call 800-398-8911

*Replacement AED
 to be reimbursed by
 Pearl River County*

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:

Lauryn Bond	Corrections	Hire full-time
Joseph Englutt	Corrections	Terminate
Mitchell Garriga	BAILIFF	Hire

B. Approve President to sign the Mississippi Office of Homeland Security Grant S22LE055 for the amount of \$50,000.00 to be used between the City of Picayune and Pearl River County Sheriff's Department.

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None



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

April 26, 2023

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

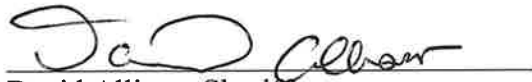
Please acknowledge upon the minutes the following personnel matters concerning the Sheriff's Department.

Please hire Lauryn Bond as full time Correctional Officer effective May 1, 2023.

Please accept the termination of Joseph Englutt as full time Correctional Officer effective April 20, 2023.

Please hire Mitchell Garriga as Bailiff effective April 1, 2023.

Thank you,


David Allison, Sheriff

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



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

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

April 26, 2023

Board of Supervisors,

Please approve the President to sign the Mississippi Office of Homeland Security Grant S22LE055. This grant is for \$50,000.00 to be used between the City of Picayune and Pearl River County's Sheriff's Department.

Thanks,

Adrain



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Pearl River County Sheriff's Office

Project Title: Homeland Security Grant Program OPSG

Grant Period: September 1, 2022- August 31, 2023,

Date of Award: September 1, 2022

Total Amount of Award: \$50,000.00

Grant Number: S22LE055

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2022-SS00006**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **May 25, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



4.18.23
~~5.18.23~~

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY22 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

1. Sub-Recipient's Name:
Pearl River County Sheriff's Office OPSG

Mailing Address:
200 S Main Street
Poplarville, MS 39470

Telephone Number:
601.403.2300

E-Mail: rrasmusson@pearlrivercounty.net

2. Effective Date of Grant: September 1, 2022

3. Sub-Recipient Grant Number: S22LE055

4. Grant Identifier (Funding Source & Year):
EMW-2022-SS-0006

5. Period of Performance: Start and End Dates:
September 1, 2022-August 31, 2023

6. Subgrant Payment Method:
☒ Cost Reimbursement Method

7. CFDA # - 97.607- Homeland
Security

8. UEI # -

9. Congressional District: 4th

Grant Program OPSG
10. FAIN #: 646000779

11. Initial Federal Award
Date: September 1, 2022

12. Federal Awarding Agency:
Homeland Security (800)368-6498

13. Research and Development Grant:
☐ Yes ☒ No

14. Indirect Cost Rate
Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$15,225.00	(1) Federal	\$0.00	100%
(2) Personal Services-Fringe	\$,1281.95	(2) State	\$0.00	0%
(3) Contractual Services		(3) Local	\$0.00	0%
(4) Travel		(4) Other	\$0.00	0%
(5) Equipment	\$33,493.05	Total:	\$0.00	100%
(6) Commodities/Supplies		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other		Number of Grants:	FY19	FY20
TOTAL	\$50,000	TOTAL:	\$	\$

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

15. Approval from Sub-Recipient:

Signature

Date

Signature

Date

Name: Baxter Kruger

Title: MOHS Executive Director/SAA

Name:

Title: Authorized Signatory Official

FY22 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY22 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY22 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (September, October & November)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (December, January & February)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3rd QUARTER (March, APRIL & MAY)

- Submit 2nd Quarter Report to MOHS. Due March 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 PROGRAM MILESTONE SCHEDULE
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4th QUARTER (June, July & August)

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Pearl River County Sheriff's Office				
2. Sub-Recipient Grant Number: S22LE055		3. Grant ID: FY22 HSGP	4. Beginning: September 1, 2022	5. Ending: August 31, 2023
6. Activity: Homeland Security Grant Program: Operation Stonegarden OPSG				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	PRCSO 35 Ofc @ 245 hours \$7,350 PPD 35 Ofc @ 262.7 hours \$7,785	\$15,225.00	\$0.00	
Personal Services-Fringe	PRCSO 35 Ofc @ 8.42% = \$618.87 PPD 35 Ofc @ 8.42% = \$663.08	\$1,281.95	\$0.00	
Contractual Services			\$0.00	
Travel			\$0.00	
Equipment	(1) Mobile LPR @ \$16,993.05 (7) Crime Cameras @ \$7,700 (4) LPR @ \$8,800	\$33,493.05	\$0.00	
Commodities/Supplies			\$0.00	
Other:			\$0.00	

TOTALS	\$50,000	\$0.00	
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MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2002 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2022 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/sites/default/files/2022-01/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf.

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid

restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310

**Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility
Matters; Drug-Free Workplace Requirements; Procurement; Organizational and
Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of
Information and Conflict of Interest**

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search

on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (12) months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal authority to receive assistance.
10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.
15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
16. The Sub-Recipient shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.
24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to Recipient for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.
33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
35. Sub-Recipient's Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good and working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.
48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.
55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
59. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly reports, and/or other required reports, or incomplete reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, _____ (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency, I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:**ATTESTS:**

Authorized Signatory Official's Signature:
(Sub-Recipient)

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

**APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE
 OF HOMELAND SECURITY**

By: _____ **Date:** _____
Executive Director/SAA
Mississippi Office of Homeland Security

Appendix Documents

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that hold the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: _____ **Grant Number:** _____

Agency Address: _____

Agency Phone Number: _____ **Agency Fax Number:** _____

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Designated Sub-Recipient Grant Administrator)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Grant Administrator: _____

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Sub-Recipient Financial Officer)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Financial Officer: _____

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: _____

Signature of Authorized Signatory Official: _____

Designation of Sub-Recipient Grant Administrator (SGA)

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) _____ has authorized and approved (print designated sub-recipient grant administrator official name) _____ to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

The following person is officially appointed to represent your jurisdiction as the Sub-Recipient Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Grant Agreement during the performance period on behalf of the Sub-Recipient.

Sub-Recipient Grant Administrator (SGA)

Name: _____ Title: _____
(Designated Sub-Recipient Grant Administrator)

Agency Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Signature of Sub-Recipient Grant Administrator: _____

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: _____

Title: _____

Date: _____

Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	
City	
Zip Code +4 Digits (Required)	
Unique Entity Identification (UEI) #	
Amount of Award:	

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

1. More than 80% of the Agency organization's annual gross revenue are federal funds.
☐ Yes (If yes, proceed to Question 2)
☐ No (If No, stop, proceed to Section 3)
2. Federal Revenue exceeds twenty-five (25) million dollars.
☐ Yes (If Yes, proceed to Question 3)
☐ No (If No, stop, proceed to Section 3)
3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
☐ Yes (If Yes, proceed to Table)
☐ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Authorized Signatory Official (Printed Name)

Title

**Mississippi Office of Homeland Security
Operation Stonegarden Grant Program Fiscal Year 2022**

Please see Operation Stonegarden Guidance from the FY2022 FEMA Preparedness Manual. The below information contains information from the FEMA Preparedness Manual, but Sub-Recipient is responsible for following and adhering to all federal rules, regulation and guidance found in the Notice of Funding Opportunity and the FEMA Preparedness Manual.

Objectives: The Operation Stonegarden Program (OPSG) supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal and state, local, Tribal and Territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. OPSG also further enhances the sharing of threat information and intelligence between federal, state, local, tribal, and territorial (SLTT) law enforcement agencies through the development and sustainment of a capable workforce of analysts that have the necessary experience and training, access to open source, unclassified and classified information, products, data, suspicious activity reporting, tips/leads, and online/social media-based threats, as well as necessary services and technology to facilitate analytic capabilities and collaboration.

SLTT law enforcement agencies will utilize their own law enforcement authorities to support the CBP and USBP border security mission and will not receive any additional authority as a result of participation in the grant. An OPSG award does not provide any additional authority to SLTT law enforcement agencies. More specifically, SLTT law enforcement agencies are not empowered through OPSG to enforce immigration authorities under Title 8 of the U.S. Code (i.e., the Immigration and Nationality Act).

SLTT law enforcement agencies are expected utilize their own jurisdictional authority in support of enhanced border security unless some other agreement applies. SLTT law enforcement agencies are further expected to operate within the bounds of all applicable laws, to include federal laws, state statutes, and local laws, policies, and procedures.

OPSG is intended to support border states and territories of the United States in accomplishing the following objectives:

- Increase intelligence and operational capabilities to prevent, protect against, and respond to border security issues
- Increase coordination and collaboration among federal and SLTT law enforcement agencies
- Continue the distinct capability enhancements required for border security and border protection
- Provide intelligence-based operations through USBP Sector Level experts to ensure safety and operational oversight of federal and SLTT law enforcement agencies participating in OPSG operational activities
- Support a request to any Governor to activate, deploy, or redeploy specialized National Guard Units/Packages and/or elements of state law enforcement to increase or augment specialized/technical law enforcement elements operational activities
- Continue to increase operational, material, and technological readiness of SLTT law enforcement agencies
- Enhance the sharing of threat information and intelligence between federal and SLTT law enforcement agencies
- Develop and sustain a capable workforce of analysts that have the necessary experience and training, as well as access to open source, unclassified, and/or classified information, products, data, suspicious activity reporting, tips/leads, and online/social media-based threats, and the necessary services and technology to facilitate these analytic activities

OPSG funds must be used to provide an enhanced law enforcement presence and to increase operational and intelligence capabilities of federal and SLTT law enforcement, promoting a layered, coordinated approach to law enforcement within border states and territories of the United States.

- Federal and SLTT OPSG Integrated Planning Team (IPT). Federal and SLTT partners must establish and maintain a formalized OPSG IPT with representation from all participating law enforcement agencies, co-chaired by representatives from USBP, the SAA, and participating law enforcement agencies' OPSG program representatives.

- No fewer than two IPT meetings **must take place during every funding year:**

- o Prior to submitting the Concept of Operations (application)

- o Prior to submitting the Campaign Plan

- OPSG funds may be used for travel and per diem in support of the IPTs and OPSG strategic planning events as long as the costs are otherwise compliant with other program and regulatory requirements.

Coordination Requirements: All operational plans should be crafted in cooperation and coordination among federal and SLTT partners. Consideration will be given to applications that are coordinated across multiple jurisdictions. All applicants must coordinate with the USBP Sector Headquarters with geographic responsibility for the applicant's location in developing and submitting an Operations Order with an embedded budget to the SAA. OPSG funds must be used to provide increased operational capabilities to SLTT partners in support of enhanced border security through:

- Enhanced Law Enforcement Presence

- Enhanced Situational Awareness

- Enhanced Intelligence Collection and Distribution

After awards are announced, prospective recipients will re-scope the draft Operations Order and resubmit it as a final Operations Order with an embedded budget based on actual dollar amounts awarded. The appropriate Sector Headquarters will approve final Operations Orders and forward those orders to Headquarters, Office of Border Patrol, Washington, DC, before funding is released. Recipients may not begin operations, obligate, or expend any funds until FEMA and USBP Headquarters have approved the final Operations Order and the embedded budget and removed any existing special conditions and/or restrictions.

Funding Restrictions: Federal funds made available through this award may only be used for the purpose set in this award and must be consistent with statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other entity.

OPSG Operational Guidance: This section provides operational guidance to OPSG applicants on the development of a concept of operations and campaign planning, the tactical operation period, and reporting procedures. This guidance also delineates specific roles and responsibilities, expectations for operations, and performance measures. Successful execution of these objectives will promote situational awareness among participating agencies and ensure a rapid, fluid response to emerging border-security conditions.

OPSG uses an integrated approach to address transnational criminal activity. Federal and SLTT partners are required to establish and maintain an OPSG IPT with representation from all participating law enforcement agencies, co-chaired by representatives from USBP, the SAA, and participating local law enforcement agencies' OPSG program representatives. Each operational order will address specific threats, gaps, and vulnerabilities identified by the USBP. All requests in the operational plan will be reviewed and approved by the corresponding sector's Chief Patrol Agent or his/her designee for border security value. USBP will provide routine monitoring and technical expertise to each participating agency. The content of each operational plan, to include the requested items will be reviewed for border security value and approved by the corresponding sector's Chief Patrol Agent or his/her designee.

All operational plans should be crafted in cooperation and coordination with federal and SLTT partners to meet the needs of the USBP Sector. Consideration will be given to applications that are coordinated across multiple jurisdictions. All applicants must coordinate with the CBP/USBP Sector Headquarters with geographic responsibility for the applicant's location in developing and submitting an Operations Order with an embedded budget to the SAA. Operations are to be

crafted so that resources are allocated to one or more of the supportable categories: 1) Law Enforcement Presence 2) Situational Awareness 3) Intelligence Collection, Analysis, and Distribution

Law Enforcement Presence includes activities and costs associated with having an SLTT partner provide a law enforcement patrol presence in an area designated by the USBP Sector in support of border security efforts. Situational Awareness includes technology to provide current and immediately relevant information about currently active border security threats. Intelligence Collection and Distribution includes both technology and manpower related to the gathering and analysis of intelligence with a nexus to border security.

The terms of an OPSG award do not extend to an SLTT partner any authority to enforce additional laws, statutes, or regulations beyond their own authorities; SLTT partners are not empowered through OPSG to enforce immigration authorities under Title 8 of the U.S. Code (i.e., the INA). Participation in the grant does not grant participants the power to operate outside of their own jurisdictional boundaries.

Operational Execution: In the event that changes or additional funding requests to the original operational order must be made, a FRAGO will be created. These modifications will be annotated in the annex section of the FRAGO. Operational discipline is necessary for the success of OPSG. Deliberate, adaptive, integrated, and intelligence-driven planning is critical to conducting targeted enforcement operations consistent with the objectives of the OPSG. By participating in the OPSG, the state, local, tribal, and territorial agencies agree to conduct operations designed to reduce border-security risk.

Operations are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) the integration of intelligence and border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. These operations require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. The cyclical nature of the process will ensure OPSG activities align with the fluctuating border-security threats and vulnerabilities. The IPT should leverage information provided by the fusion center, Border Intelligence Centers or other local intelligence center, when possible, and establish a common operational vision.

The USBP Sector's Chief Patrol Agent, or his/her designee, will ensure that the information or intelligence has a clear nexus to border security. Intelligence will be shared and vetted for border security value, driving the focus of operations. Once intelligence-driven targets are identified, the IPT will decide on operational objectives that reflect the intended impact of operations. The objectives should outline how the operation will deter, deny, degrade, or dismantle the operational capacity of the targeted transnational criminal organizations.

Each operational period will begin on a predetermined date and end on a predetermined date, but the dates may be subject to change commensurate with emerging security conditions. The starting date of the operational period should be established to allow sufficient time for the order to be submitted and approved by the corresponding USBP Sector and in concurrence with its SAA and USBP Headquarters. The USBP Sectors will upload copies of operations order in the corresponding folder in the CBP Stonegarden Data Management System

Reporting Procedures: Participation in OPSG requires accurate, consistent, and timely reporting of how funds are used, and how the state, local and tribal agencies' operations have impacted border security through the mitigation of threat or vulnerability and the overall reduction of risk. Reporting will focus on monitoring program performance; determining the level of integration and information sharing; and developing best practices for future operations. To ensure consistent reporting each state, local, and tribal agency will identify a single point of contact to represent their agency as a member of the IPT and to coordinate the submission of reports or execute other aspects of the grant.

The Daily Activity Report (DAR), which can be found by selecting the link for the current fiscal year HSGP NOFO on FEMA's preparedness grants page (<https://www.fema.gov/homeland-security-grantprogram>) to be used to submit the ongoing results and outputs from OPSG operations conducted. The information and statistics included in the DAR will be delineated by agency (friendly forces). The DAR must be submitted to the USBP sector or the participating agency's OPSG coordinator within 48 hours of the conclusion of each OPSG shift. Subrecipients and Sectors are responsible to ensure that DARs are submitted in the proper format and in a timely manner. DARs will be submitted using the CBP Stonegarden Data Management System. Friendly Forces receiving funding through a subrecipient will submit DARs

within 48 hours. Border Patrol Sectors and OPSG subrecipients will implement internal protocols to ensure operational data from subrecipients and friendly force DARs are properly collected following the established guidelines.

In addition to the ongoing reporting of outputs, subrecipient participants will be required to submit AARs to USBP sectors within 10 days of closing the operational POP for that funding year. The AAR should carefully articulate outcomes and outputs as well as how the results of the operation compare with the objectives identified during the pre-planning meeting. Failure to submit the AAR in a timely manner may prevent the approval of future operations requests. All AARs and other OPSG reporting requirements will be submitted through the CBP Stonegarden Data Management System. Sectors are responsible for submitting AARs into Border Patrol Enforcement Tracking System (BPETS) as applicable.

Operational Roles and Responsibilities: To achieve unity of effort, it is essential that each participant know the roles and responsibilities within the IPT. The USBP sector's Chief Patrol Agent, or his/her designee, will:

- Coordinate and chair the area IPT's meetings
- Coordinate with all interested and eligible SLTT agencies in the sector's area of operation during the open period of the OPSG application process by:
 - o Assisting applicants in completing the operations planning portion of the application, which is like the Operations Order used by the USBP
 - o Forwarding the approved operation portion of the application to CBP/USBP Headquarters as well as to the SAA to complete the application process set by FEMA
 - o Detailing what operational support the USBP Sector anticipates for specific periods and matching the capabilities of partners to fill those gaps
- Following the announcement of grant awards, coordinate and chair a meeting with SLTT agencies that received OPSG awards to develop an individualized campaign plan. This includes:
 - o Working with SLTT agencies, along with other federal law enforcement agencies to determine the dates, focus, and needs of each operational period, ensuring that each operation has a nexus to border security
 - o Receiving the first periodic operations order from the SLTT agencies and ensuring that the operation is conducted as outlined in the Campaign Planning section
 - o Monitoring and supporting the Operational Cycle throughout the performance period
 - o Ensuring the DAR and the AAR are submitted by state, local, and tribal agencies in the proper format and within the established timeframes
 - o Providing instruction, when possible, to state, local, and tribal agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area
 - o Providing a single point of contact to participants as a subject-matter expert in OPSG that can coordinate, collect, and report operational activities within the established reporting procedures
 - o Providing verification that operations are conducted o Documenting and conducting random, on-site operational verification of OPSG patrols by subrecipients and friendly forces
 - o Verifying that subrecipients are performing OPSG enforcement duties in accordance with the applicable grant, statute, and regulatory guidance and instructions
 - o Ensuring that grant funds are appropriately expended to meet sector border enforcement operational requirements and assist in enhancing subrecipient/friendly force capabilities to provide for enhanced enforcement presence, operational integration, and intelligence sharing in border communities.

The state, local or tribal agency lead, or their designee, will:

- Coordinate with the SAA on all grant management matters including but not limited to the development and review of operations orders, expenditure of funds, allowable costs, reporting requirements;
- Upon receiving a grant award, coordinate and meet as a member of the IPT to develop an individualized campaign plan that covers the length of the grant performance period;
- Work within the IPT to develop an initial Operational Cycle and determine the duration of the first operational period based on the tactical needs specific to the area;
- Submit all operations orders for review and submit the operations order to the Border Patrol and ensure the operation meets the six criteria established in the Operations Section;
 - o Conduct operations on an as-needed basis throughout the length of the grant performance period;
 - o Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
 - o Ensure all required reports, including reports from friendly forces, are submitted to the Border Patrol and the SAA, when applicable, in the proper format and within established timeframes;
 - o Ensure applicable OPSG-derived data is shared with the designated fusion center in the state or high-risk urban areas;
 - o Ensure applicable intelligence is shared with the designated fusion center in the state and/or urban areas;
 - o Request instruction and information from the SAA, when applicable, and/or USBP and other federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area;
 - o Provide the SAA and USBP a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures; and
 - o Assist as required with the coordination, management, and operational aspects of the grant.

Organization (OPSG) Personnel Costs: OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

Operational Overtime Costs: OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved United States Border Patrol (USBP) border security operations.
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.

- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Personnel Costs: Up to 50% of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or subrecipient, the FEMA Administrator (or designee) may waive the 50% personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis in accordance with IB 421b. 6 U.S.C. § 609(b)(2). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
 - Be coordinated with the USBP Sector, SAA, and the DHS/Customs and Border Protection (CBP) Office of the Border Patrol (OBP).

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to HSIN to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Intelligence Support: OPSG funds may as applicable and operationally beneficial be used to pay salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per 6 U.S.C. § 609(a), OPSG funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit. OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request. As with all allowable expenditures under HSGP, the SAA or its OPSG subrecipient jurisdictions must agree to and approve the use of funds for this purpose and request to amend applicable grant awards accordingly. Under OPSG, SAAs and subrecipients requesting to use grant funds in this manner must also

collaborate regarding prioritization of funds for the provision of allowable associated costs for intelligence analysts with the applicable USBP sector and memorializing the collaboration through an Operations, Fragmentary or Supplemental Operations Order approved by the USBP sector, USBP Headquarters, and the FEMA Grant Programs Directorate.

Temporary or Term Appointments:

- Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.
- OPSG-funded temporary or term appointments may not exceed the approved period of performance.
 - o For OPSG purposes, temporary appointments are non-status appointments for less than one year.
 - o For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
 - o To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
 - o To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
 - o To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments)
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this Manual and the HSGP NOFO.
- FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this Manual and the HSGP NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Equipment (OPSG): OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

- **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows: "Purchased with DHS funds for Operation Stonegarden Use."
- **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.

- **Vehicle and Equipment Acquisition, Including Leasing and Rentals.** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL and explained in IB 438.

Maintenance and Sustainment (SHSP, UASI, and OPSG): Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with HSGP funds or for equipment dedicated for HSGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well. The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty. Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Law Enforcement Readiness (SHSP, UASI, and OPSG): OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with Immigration and Customs Enforcement (ICE), under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions. SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG subrecipients with agreements under section 287(g) of the INA (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector. Regional Border Projects (OPSG) Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e., fusion centers)

- o Intelligence analysts
- Situational Awareness equipment:
 - o License Plate Reader Networks
 - o Visual detection and surveillance systems
 - o Sensor Systems o Radar Systems (for air and/or marine incursions)
 - o Aircraft systems (manned or unmanned)

Construction and Renovation (OPSG): OPSG funds may not be used for any construction.

Unallowable Costs (OPSG): OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. OPSG unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to IB 421b, or contact their FEMA HQ Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

Unallowable Costs (SHSP, UASI, and OPSG):

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:
 - o Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
 - o Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

ORDER TO APPROVE COUNTY ENGINEER'S AGENDA ITEM

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

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

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

- A. Approve and sign the selection of Dungan Engineering as Project Engineer for Ridge Road Project with Mississippi Department of Transportation Project STP-0055-00(040)/105201-701000 Ridge Road.

Ordered and adopted, this the 1st day of May, 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
ADRAIN LUMPKIN, JR.
County Administrator

April 24, 2023

Board of Supervisors,

Please approve the selection of Dungan Engineering as Project Engineers for the Ridge Road Project with MDOT. After reviewing three candidates, it was determined that Dungan Engineering would be the best fit for Pearl River County.

Thanks,

Adrain

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



463
HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
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ADRAIN LUMPKIN, JR.
County Administrator

SIMPLIFIED ACQUISITION OF ENGINEERING SERVICES
PROJECT STP-0055-00(040)/105201-701000
RIDGE ROAD, PEARL RIVER COUNTY, MISSISSIPPI

Pearl River County Board of Supervisors needs a qualified firm or individual to provide engineering services for work related to the implementation and approval of the Ridge Road Project. The project is expected, based on market research, to cost below the \$250,000.00 Simple Acquisition Threshold.

Requirements: The Board of Supervisors defines the requirements of the person or firm providing engineering services as follows:

Functions to Be Performed:

The person or firm providing engineering services will be responsible for preparing project cost estimates and a preliminary engineering report for the application preparation and, if awarded, the person or firm will provide all engineering services through project closeout in accordance with federal, state and local laws, regulations and policies. The scope of the work includes, but is not limited to the following:

1. Prepare plans and specifications,
2. Distribute bid documents,
3. Assist in bid opening and prepare bid tabulation,
4. Assist in the execution of construction contracts,
5. Hold pre-construction conference,
6. Perform construction inspection including periodic report to the Board, and
7. Approve all proper payment request.

Performance Required:

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The Functions will be preformed timely and in a professional manner, coordinating with all County officials and with all agencies funding and charged with oversight of the project and all contractors working in connection with the project.

Essential Physical Characteristics:

The person or firm providing engineering services shall meet all proper education, experience, and professional requirements to preform professional engineering services and adequate staff to support and complete the projects within the contract time.

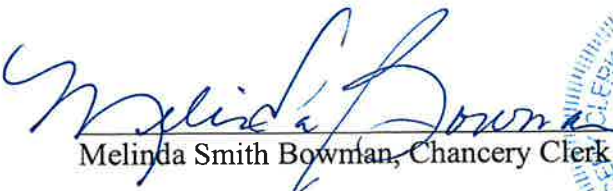
Market Research:

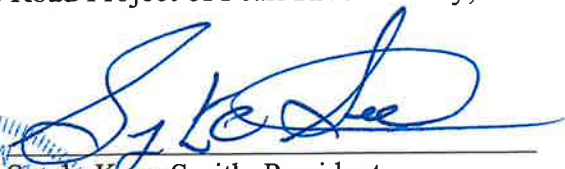
It is the policy of Pearl River County to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression age, disability, martial status, citizenship, national origin, genetic information, or any other characteristic protected by law. The Board of Supervisors prohibits any such discrimination or harassment. No person is excluded from any program, denied participation in any activity, or denied employment or any service on the basis of race, color, national origin, sex sexual orientation, gender identity, age language barriers or disabilities as protected by nondiscrimination laws such as Title VI.

It is the policy of the Board of Supervisors to consider all qualified individuals.

Staff of Pearl River County conducted market research to identify qualified persons and firms having the physical characteristics and capable of preforming the functions identified. Attention was given to persons and firms experienced in grant administration for local governments in Mississippi and having adequate capacity to meet the performance requirements. The following engineering firms were identified and considered: Neal Schaffer, Pickering Firm, Inc, and Dungan Engineering. All of these firms were deemed to have adequate qualifications, experience and capacity for the project, but Dungan Engineering was demonstrated to have specific experience in the County of Pearl River, and specifically in its road and bridge system. Therefore, the staff recommends the selection of Dungan Engineering to provide engineering services for work related to the implementation of the Ridge Road Project for Pearl River County.

On motion by Supervisor Perry, seconded by Supervisor Spence, and unanimous approval at the meeting of the Board of Supervisors of Pearl River County, Mississippi held on the 1st day of May, 2023, Dungan Engineering was selected under the Simplified Acquisition Procedures to provide engineering services for work related to the implementation of the approved Ridge Road Project of Pearl River County, Mississippi.


Melinda Smith Bowman, Chancery Clerk


Sandy Kane Smith, President



ORDER TO APPROVE EMERGENCY SERVICES AGENDA ITEMS

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

Upon motion made by 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 Emergency Services Agenda Items as listed with attachments:

A. Acknowledge receipt of North Central Volunteer Fire Department's rebate funds in the amount of \$175,184.83 to Pearl River County to manage district's insurance fund effect April 21, 2023.

B. Approve request to authorize McNeil Volunteer Fire Department to purchase one (1) Brute Force Combination Tool (EBFCC-28) with Bracket for \$10,975.00 from Performance Rescue, the best and lowest quote.

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None

April 21, 2023

Adrian Lumpkin
County Administrator
Pearl River County, Mississippi
P.O. Box 569
Poplarville, MS 39470

Dear Adrian:

The Board of Directors of North Central Volunteer Fire Department hereby request the County Administrative Service begin management of our district's Insurance Rebate fund effect April 21, 2023. In anticipation of approval by the Board of Supervisors of Pearl River County, we are enclosing our check number 0000138141 in the amount of \$175,184.83, closing our Insurance Rebate account.

Please advise if any additional information is needed or if any further steps need to be taken by us.

Sincerely,

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CASHIER'S CHECK

POPLARVILLE

0000138141

April 19, 2023

PAY TO THE PEARL RIVER COUNTY
ORDER OF

\$175,184.83

123-000-387

NON NEGOTIABLE

NORTH CENTRAL P R COUNTY VOL FIRE D
REMITTER

ADDRESS

CUSTOMER COPY



CASHIER'S CHECK

POPLARVILLE

0000138141

85-368/655

April 19, 2023



PAY TO THE PEARL RIVER COUNTY
ORDER OF

\$175,184.83

One Hundred Seventy-Five Thousand One Hundred Eighty-Four and 83/100ths Dollars

NORTH CENTRAL P R COUNTY VOL FIRE D
REMITTER

ADDRESS

Emory Mayfield

⑈0000138141⑈ ⑆065503681⑆ 2070203001⑈

MP



May 1st, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: McNeil Volunteer Fire Department-Purchase Extrication Tools

The Office of Emergency Services requests that the Board authorize McNeil Volunteer Fire Department to purchase one (1) Brute Force Combination Tool (EBFCC-28) with Bracket (includes shipping) for \$10,975.00 from Performance Rescue.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services

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QUOTE

Performance Rescue

Date: April 16, 2023

Quote for: McNeill Fire Dept.

Mark Russell
96 N. Bryant Rd.
Sumrall Ms. 39482-4379
Cell (601) 520-4547
Fax (601) 758-0350

Qty	Description	Amount
1	EBFCC-28-18V 18 VOLT BRUTE FORCE COMBI	\$10,775.00
1	MOUNT BRACKET	N/C
1	FR3EIGHT & DELIVERY	\$200.00
	*INCLUDE 2 8ah BATTERIES AND 1 DUAL CHARGER	
	TOTAL	\$10,975.00

performancerescue@hotmail.com

470

Quote No. 574

4/16/2023

[illegible]

Midsouthrescue@gmail.com

Minute Book Text Detail

Book 0232 Page 471 TAX ASSESSOR/COLLECTOR'S AGENDA ITEM

Date 5/ 1/2023

ORDER TO APPROVE TAX ASSESSOR/COLLECTOR'S AGENDA ITEM

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 Item.

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

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

- A. Approve the lowest quote for a 2023 Ford F-150 SuperCrew XL 4X4 V8 VIN: 1FTFW1E52PKE12874 from Herring Ford in the amount of \$49,000.00, the lowest and best quote. (See attached quotes)

Ordered and adopted, this the 1st day of May, 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

April 27, 2023

Board of Supervisors,

Please approve the lowest quote for a Ford F150 for the tax office. The quotes received were from Herring Ford for \$49,000.00 and Cannon Ford for \$50,223.00.

Thanks,

A handwritten signature in blue ink, appearing to be "Adrain", is written over a light blue circular stamp.

Adrain



820 Memorial Blvd. Picayune, Ms. 39466

601.798.8682

www.herringford.com

April 26, 2023

TO: Pearl River County Administrator Adrian Lumpkin

RE: Truck Bid

BID

(1) 2023 Ford F-150 SuperCrew XL 4X4 V8 VIN: 1FTFW1E52PKE12874

\$49,000.00

Thank you for the opportunity to bid,

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

Mark Herring, manager

Herring Ford

KAN-001107

MS

9-NORMAL, NB, 201107, PC242

3198

220230402 0977

ULC CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

012858
1060/1270

1FTFW1E52

PKE12874 NB

F013



Ford Credit

VEHICLE DESCRIPTION

F-150

2023 F-150 4X4 SUPERCREW
145" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE VINYL 40/20/40

PK E12874

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTO LAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR OUTSIDE TEMP
- COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G
- HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

(MSRP)

EQUIPMENT GROUP 101A

XL SERIES

OPTIONAL EQUIPMENT/OTHER

5.0L V8 ENGINE	2,335.00
.265/70R17 BSW ALL-TERRAIN	
3.31 ELECTRONIC LOCK RR AXLE	420.00
7050H GWRW PACKAGE	
50 STATE EMISSIONS	NO CHARGE
INTERIOR WORK SURFACE	195.00
AUTO START-STOP REMOVAL	50.00
TRAILER TOW PACKAGE	1,325.00
INTEGRATED TRAILER BRAKE CONT	
EXTENDED RANGE 30GAL FUEL TANK	445.00
XL CHROME APPEARANCE PACKAGE	895.00
CHROME FRONT/REAR BUMPERS	
FOG LAMPS	
17" SILVER PAINTED ALUMINUM VINYL 40/20/40 FRONT SEAT	
FLEX FUEL VEHICLE	NO CHARGE

PRICE INFORMATION

BASE PRICE	\$45,410.00
TOTAL OPTIONS/OTHER	5,565.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	50,975.00
TOTAL BEFORE DISCOUNTS	52,870.00
XL DISCOUNT	750.00
XL DISCOUNT CHROME	500.00
TOTAL SAVINGS	1,250.00

49000

MCP

EPA DOT Fuel Economy and Environment

Fuel Economy
18 MPG
combined city/hwy city highway gallons per 100 miles

Driving Range

Gasoline: 668 miles
Extended (E85): 519 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

You spend
\$4,250

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$2,450

Fuel Economy & Greenhouse Gas Rating



This vehicle emits 496 grams CO₂ per mile. The best emits 161 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Smog Rating



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.25 per gallon. This is a dual-fueled automobile. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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PC242 N RB 2X 340 001107 03 24 23

04/17/2023

2202304020977

474

Adrain Lumpkin

475

From: Latisha Johnson
Sent: Wednesday, April 26, 2023 1:49 PM
To: Adrain Lumpkin
Subject: FW: quote
Attachments: scan_20230426121215.pdf

I am working on getting the other one for you

Tisha Johnson
Pearl River County Tax Assesor/Collector's Office
601-403-2223 Phone
601-403-2229 Fax
ljohnson@pearlrivercounty.net email

From: Penny Fleming <pfleming@pearlrivercounty.net>
Sent: Wednesday, April 26, 2023 1:15 PM
To: Latisha Johnson <ljohnson@pearlrivercounty.net>
Subject: FW: quote

Penny Fleming
Pearl River County Tax Assessor
Ph 601-403-2224
Fax 601-403-2229

From: tony jones <tjigotit82@gmail.com>
Sent: Wednesday, April 26, 2023 12:26 PM
To: Penny Fleming <pfleming@pearlrivercounty.net>
Subject: Re: quote

Tony Jones at Cannon Ford in Pascagoula Ms., here is a window sticker of what we have in stock, missing only the interior work surface which is basically a clipboard.

Our price for immediate sale is \$50,223.00 + Doc.& Title \$435

On Wed, Apr 26, 2023 at 11:24 AM Penny Fleming <pfleming@pearlrivercounty.net> wrote:

Can I please get a quote on this vehicle? Please feel free to call with any questions that you may have.

Thank You

Penny Fleming

Pearl River County Tax Assessor

Ph 601-403-2224

Fax 601-403-2229

476

KAN-003056

MS

4-REBILL, NB, 203056, PC302

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1648/3388

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PKE21542 NB

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VEHICLE DESCRIPTION

F-150

2023 F-150 4X4 SUPERCREW
145" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE VINYL 40/20/40

PK E21542

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G
- HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
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- PRE-COLLISION ASSIST W/AEB
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INCLUDED ON THIS VEHICLE

(MSRP)

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CHROME FRONT/REAR BUMPERS	
FOG LAMPS	
.17" SILVER PAINTED ALUMINUM VINYL 40/20/40 FRONT SEAT	NO CHARGE
FLEX FUEL VEHICLE	

PRICE INFORMATION

BASE PRICE \$45,410.00
TOTAL OPTIONS/OTHER 5,370.00

TOTAL VEHICLE & OPTIONS/OTHER 50,780.00
DESTINATION & DELIVERY 1,895.00

TOTAL BEFORE DISCOUNTS 52,675.00
XL DISCOUNT - 750.00
XL DISCOUNT CHROME - 500.00

TOTAL SAVINGS - 1,250.00

TOTAL MSRP \$51,425.00

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EPA DOT Fuel Economy and Environment

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy

18 MPG
combined city/hwy
16 city 22 highway 5.6 gallons per 100 miles

Driving Range

Gasoline: 668 miles
Ethanol (E85): 519 miles

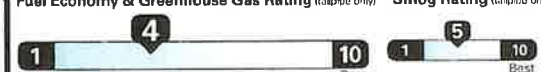
Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 137 MPGe. Values are based on gasoline and do not reflect performance and ratings based on FR.

You spend \$4,250

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost
\$2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 495 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

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GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger ★★★★★
★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat ★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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04/26/2023

777

Minute Book Text Detail

Book 0232 Page 478 NATIONWIDE PERMIT FOR WEIR REPAIR AT

Date 5/ 1/2023 WALKIAH BLUFF

ORDER TO ACKNOWLEDGE NATIONWIDE PERMIT FOR WIER REPAIR
AT WALKIAH BLUFF

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
Wier Rapair at Walkiah Bluff.

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
acknowledge attached Nationwide Permit for Weir Repair at
Walkiah Bluff.

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, VICKSBURG DISTRICT
4155 CLAY STREET
VICKSBURG, MISSISSIPPI 39183-3435

April 18, 2023

SUBJECT: Department of the Army Regulatory Requirements Associated with the Proposed Walkiah Bluff Weir Rehabilitation Project, Located in St. Tammany Parish, Louisiana and Pearl River County, Mississippi

Mr. Adrian Lumpkin
Pearl River County Board of Supervisors
200 South Main Street
Poplarville, Mississippi 39470

Dear Mr. Lumpkin:

Based upon the information furnished (enclosure 1), it appears that Department of the Army permit requirements for the proposed work, will be authorized by Nationwide Permit No. 3, as specified in the December 27, 2021, *Federal Register*, Reissuance and Modification of Nationwide Permits; Final Rule; Notice (86 FR 73522), provided the activity complies with the Special Conditions (enclosure 2), the General Conditions (enclosure 3), the Regional Conditions (enclosure 4) and the conditions of the Clean Water Act Section 401 Water Quality Certification (enclosure 5). **Additionally, the weir must be permanently marked on both banks with prominently visible, reflective cautionary signs as follows: "Caution: Submerged Structure Across the Waterway".**

It is your responsibility to read and become familiar with the enclosed conditions in order for you to ensure that the activity authorized herein complies with the Nationwide Permit.

This verification is valid until March 14, 2026, unless the Nationwide Permit is modified, suspended, or revoked. Activities which are under construction, or that are under contract to commence, in reliance upon a Nationwide Permit will remain authorized provided the activity is completed within 12 months of the date of any subsequent modification, expiration, or revocation of the Nationwide Permit. Upon completion of the activity authorized by this Nationwide Permit, please fill out the enclosed certification of compliance (enclosure 6) and return it to our office.

This verification was based upon a preliminary determination that there appear to be jurisdictional areas on the property subject to regulation pursuant to Section 10 of the Rivers and Harbors Act of 1899 and/or Section 404 of the Clean Water Act. A copy of the appeals form is enclosed for your review (enclosure 7).

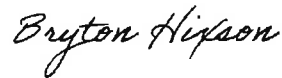
-2-

This verification of Department of the Army regulatory requirements does not convey any property rights, either in real estate or material or any exclusive privileges and does not authorize any injury to property or invasion of rights or local laws or regulations or obviate the requirement to obtain State or local assent required by law for the activity discussed herein.

Thank you for advising us of your plans. If you change your plans for the proposed work, or if the proposed work does not comply with the conditions of the Nationwide Permit, please contact Ms. Jennifer Brown, telephone (601) 631-5147, or email address: Jennifer.G.Brown@usace.army.mil. In any future correspondence concerning this project, please refer to Identification No. MVK-2022-844.

I am forwarding a copy of this letter via email to Mr. Richard Harrell, FC&E Engineering, LLC.

Sincerely,

A handwritten signature in cursive script that reads "Bryton Hixson".

Bryton Hixson
Acting Chief, Louisiana Branch
Regulatory Division

Enclosures

SPECIAL CONDITIONS
NATIONWIDE PERMIT No. 3

Maintenance

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows.

After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals.

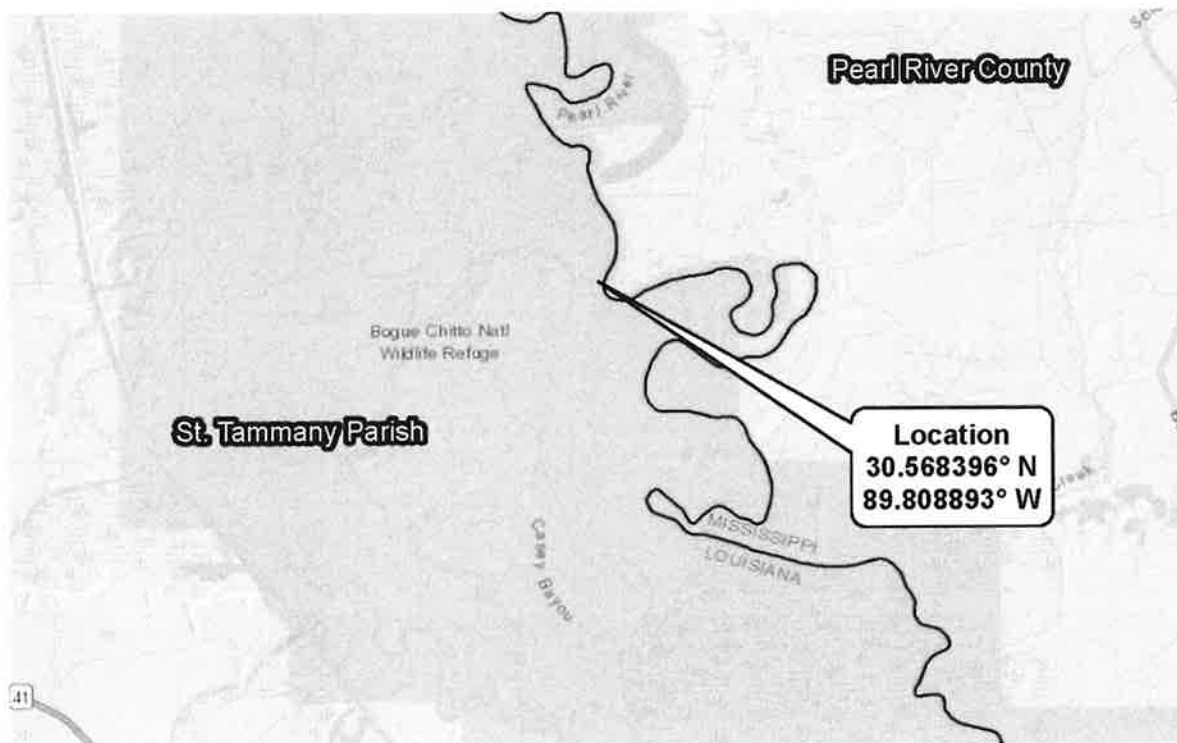
(Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

Request for Section 10/404 Nationwide Permit 3 Coverage

Pearl River County Board of Supervisors
Walkiah Bluff Weir Maintenance Project

January 2022



Prepared by
FC&E Engineering, LLC
917 Marquette Road
Brandon, MS 39042



Pearl River County Board of Supervisors
Walkiah Bluff Weir Maintenance Project

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Appendix A: ENG From 6082 Nationwide Permit PCN

Appendix B: Agent Authorization

Appendix C: Memorandum of Agreement

Appendix D: Figures

Appendix E: Civil Drawings

Appendix F: Operation and Maintenance Manual

Appendix G: USFWS T&E Species List

Appendix H: Public Engagement Documentation

Pearl River County Board of Supervisors
Walkiah Bluff Weir Maintenance Project

1.0 Overview

1.1 Introduction

On behalf of Pearl River County Board of Supervisors (PRC), FC&E Engineering, LLC (FC&E) is submitting a request for Section 404 Permit coverage for maintenance of the Walkiah Bluff Weir (Weir) at Wilson's Slough and Pearl River. The project is located in Tammany Parish, LA and Pearl River County, MS. The proposed project is requesting Section 10/404 Permit coverage for maintenance activities to the Weir within the banks of Wilson's Slough and Pearl River. The proposed project proposes no new permanent impacts to Wilson's Slough or Pearl River with either fill material, water quality degradation, or hydrology alteration outside of the original design and construction of the Weir. The project only proposes maintenance activity of the previously authorized and currently serviceable Weir structure as authorized under Nationwide Permit 3. The project proposes the use of temporary fill material to provide the minimum necessary access to conduct the maintenance activity as authorized under Nationwide Permit 3. A completed ENG Form 6082 Nationwide Permit Pre-Construction Notification has been included within **Appendix A**, and an Agent Authorization has been included within **Appendix B**.

1.2 Project Background

The Walkiah Bluff Weir was originally constructed by the United States Army Corps of Engineers (USACE) in 1998 under the authority of Section 307(d) of the Water Resources Development Act of 1990. Subsequent USACE construction activities took place in 1999 and 2006 following high flow damage to the Weir. The project was turned over to the non-Federal sponsors in 2007 for continued operation and maintenance. The non-Federal sponsors were Mississippi Department of Environmental Quality (MDEQ), Mississippi Department of Wildlife Fisheries and Parks (MDWFP), and Pearl River Basin Development District (PRBDD). The Lower Pearl River Restoration Trust Fund was established by Mississippi to hold unexpended funds to operate, maintain, repair, replace, and rehabilitate the project. PRBDD was dissolved by the state of Mississippi in 2018. The Memorandum of Agreement (MOA) between MDEQ, MDWFP, and PRBDD was amended in 2020 to remove PRBDD and amended again in 2022 to add Pearl River County Board of Supervisors. Under that MOA, Pearl River County Board of Supervisors has been entrusted with the funds to repair the project. A copy of the MOA has been included within **Appendix C**.

1.3 Project Purpose and Need

The purpose of the project is to perform maintenance on the existing Weir structure to return it to previous design and construction grade in order to ensure continued low flows down an 18-mile reach of Pearl River and Holmes Bayou. The need of the project is to prevent further

Pearl River County Board of Supervisors
Walkiah Bluff Weir Maintenance Project

degradation of the Weir and eventual failure, which would result in adverse impacts to the environment. Failure of the Weir would most likely result in the loss of low flows down the 18-mile reach of Pearl River and Holmes Bayou, which would adversely impact fisheries, bivalve and wildlife habitat, recreational use and access, and wetland functional capacity. The loss of low flow conditions would eliminate aquatic habitat necessary to support a wide range of species, including threatened species. The proposed project would be a positive benefit to habitat suitable to support alligator snapping turtles, ringed map turtle, Gulf sturgeon, and inflated heelsplitter downstream of the Weir in Pearl River and Holmes Bayou. Holmes Bayou is also a Louisiana National and Scenic River would be adversely impacted if the Weir were to fail. Maintaining the Weir also provides recreational access to Wilson Slough, Pearl River, Howards Bayou, and Bogue Chitto National Wildlife Refuge. There is limited public access to these resources in the area. Loss of that access would result in an adverse impact to the public and the intended use of the area. The weir in its current condition also presents a potential navigation obstacle. The more the sheet pile wall is allowed to bend over, eliminating the V-notch design, the shallower the water will be flowing across the sheet pile wall. The purpose of the maintenance project is to raise the elevation of the surface water flow over the weir. By bolstering the sheet pile wall, the maintenance activity is effectively reducing the navigation obstacle by allowing deeper river flow across the weir. The proposed maintenance activity meets this purpose and need, while avoiding and minimizing impacts to the greatest extent practicable. Photos in the following section depict the current condition of the Weir during low flow conditions.

1.4 Proposed Project

The proposed project is the repair and bolstering of approximately 300 linear feet of original sheet pile wall with 150 linear feet being across the channel from low bank to low bank. No sheet piling would be replaced. Bolstering would be achieved with a wailing system, utilizing steel pilings driven behind the wall and welded to the wall. The pilings would not protrude higher than the sheet pile wall. The repair and bolstering will return the sheet pile wall back to its previously designed and constructed grade.

The proposed project also includes the placement of approximately 1,830 cubic yards of rip rap on the southeast side of the Wier within the previously authorized and constructed footprint. Tensar Triton marine mattresses will be utilized to contain and the place the rip rap. The mattresses will be 18 inches thick and loaded with 200 lb rip rap. The placement of rip rap is proposed in a small location that has suffered the most degradation and erosion since the project's construction. The placement of rip rap in this location is also essential to support the sheet pile wall during high flow conditions to ensure sustained life of the sheet pile wall and

Pearl River County Board of Supervisors
Walkiah Bluff Weir Maintenance Project

prevent continued erosion that could further deteriorate the weir's purpose and function. The amount of rip rap was reduced to the minimum necessary to meet the project purpose.

A temporary access road will be constructed across Pearl River to allow for transporting materials and equipment. The access road will be constructed with rip rap as need, and it may require approximately 525 cubic yards of material. The access road will be removed following completion of the maintenance, and the footprint of the road will be returned to previous grade. The maintenance project does not propose any design changes or alterations that would alter the previous flow conditions or hydrology at Wilson Slough or Pearl River. The Operation and Maintenance Manual for the Weir projected that a rehabilitation of rip rap would need to occur at year 25 of the project, which would be 2022-2023. The proposed maintenance activity falls within the scope of Operation and Maintenance Manual.

Site figures within **Appendix D** detail the project location and footprint. Details of the proposed construction can be found in the civil design drawings included within **Appendix E**. A copy of the Operation and Maintenance Manual has been included within **Appendix F**. The following photos depict the current condition of the Weir during low flow conditions observed on October 28, 2022.



Pearl River County Board of Supervisors
Walkiah Bluff Weir Maintenance Project

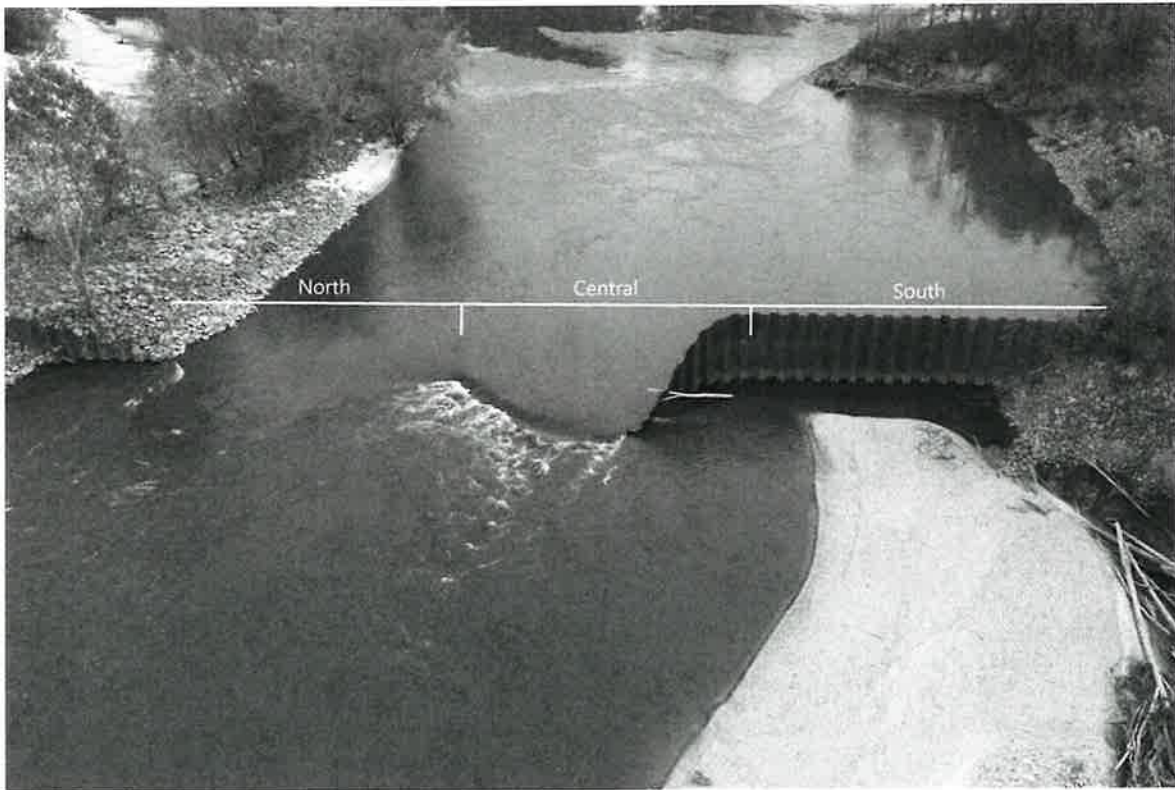


Photo 01. The sheet pile wall can be seen in 3 differing sections (south, central, and north). The southern section is exposed above the water line and likely near original design. The central section is bent to form a U-shape and appears to be the primary area of the weir that has bent over and portions of the wall can be seen just below the water surface in. The northern section appears to be straight, underwater, and likely near original design. The project as proposed would be to drive pilings behind the north and south portions to bolster the wall. These two portions of the wall appear to be at or near original design.

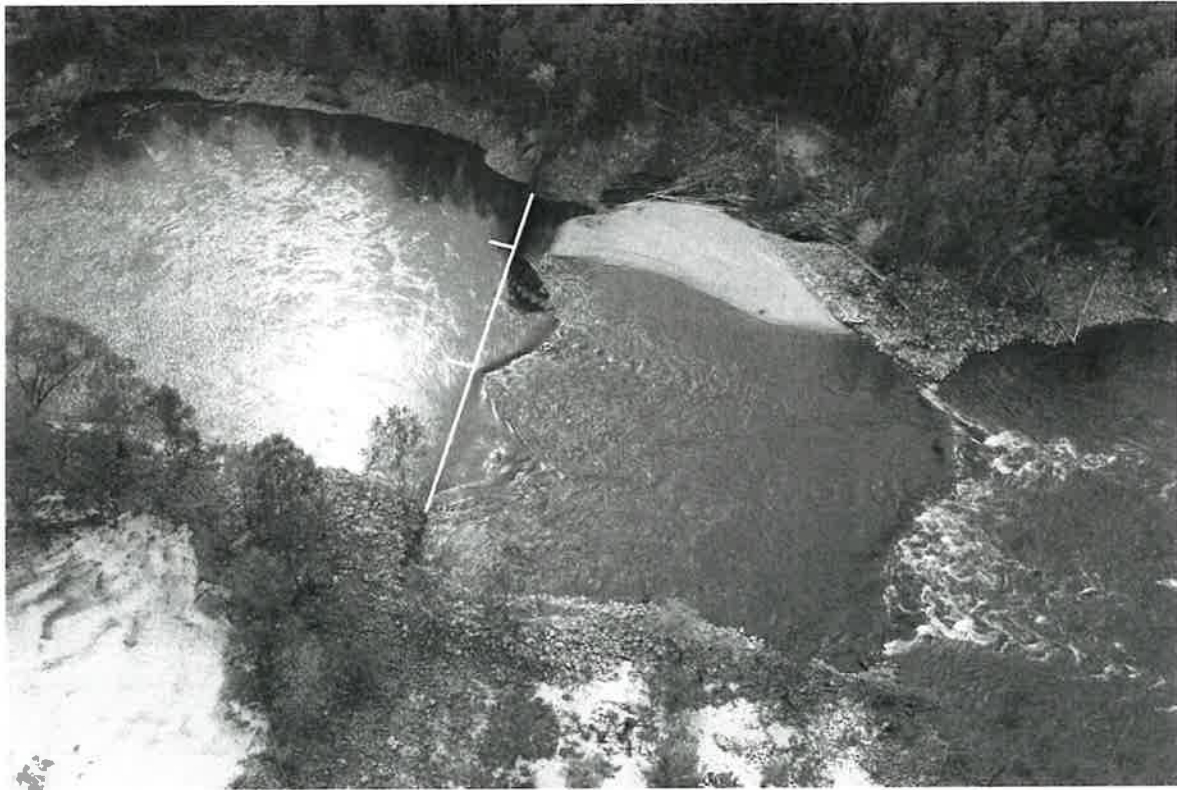


Photo 02. This photo depicts an approximate original center line of the weir. The straight flow across the north portion would suggest that portion of the sheet wall is mostly intact and near the center line. The project as proposed would also be to straighten the central portion back to original design and drive pilings behind it. The central section appears to be the primary area of the weir that has bent over and portions of the wall can be seen just below the water surface in. The central section is primarily the southern portion of the V-notch design that was sloped 3:1. The sections of the weir outside of the low bank would also be bolstered by driving pilings, which would make up the total 300' of the project. The photo also depicts existing navigation obstacles downstream of the weir with shallow flow over rip rap during low flow conditions. No work is being proposed in the downstream area under this project.

1.5 Nationwide Permit Justification

The text of the Nationwide Permit 3 (NWP) Decision Document states the following:

- (a) *“The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure’s configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.”*

The proposed project is for the rehabilitation of a previously authorized and currently serviceable structure as outlined above. No new structures will be built, and the proposed activity falls within the footprint of the previously authorized project. While the structure has degraded overtime, it is still currently serviceable. The USACE operation and maintenance plan projected a rehabilitation of stone at year 25, and the project is currently at year 24. The proposed maintenance will deviate slightly with the use of marine mattresses to contain the rip rap, but the text allows for minor deviations due to changes in materials and construction techniques.

- (b) *“This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot*

extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall or intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization."

No removal of accumulated sediments are being proposed with the project.

- (c) *"This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate."*

A temporary access road will be constructed only to allow for equipment access during the maintenance project, and it will be removed following completion as defined above. The proposed activity is anticipated to occur during very low flow conditions, so the size of the temporary access road will be minimal.

- (d) *"This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects."*

The project does not propose any maintenance dredging for the primary purpose of navigation as defined above.

2.0 Avoidance and Minimization

The proposed project will avoid impacts to wetlands and waters by limiting the maintenance to the previously authorized and constructed footprint of the Weir. The proposed project also avoids alterations to the hydrology of the area by only returning the Weir to previous grade. The temporary access road has been minimized to a width of twenty feet. Since the project will take place during seasonal low flow conditions, then the height of the access road will be

minimal to allow for transportation of materials and equipment. The proposed project provides the greatest avoidance and minimization possible while achieving the purpose and need.

3.0 Impacts and Mitigation

The proposed project will eliminate impacts and achieve mitigation by utilizing avoidance and minimization measures outlined above. The project will not result in impacts that will require compensatory mitigation. The maintenance activity will take place within the previously authorized and constructed footprint of the Weir, and it will return it to previous design and construction grade. Since no new permanent impacts to waters of the US are being proposed, compensatory mitigation is not being proposed.

4.0 T&E Species

The proposed project is unlikely to affect threatened and endangered species. However, continued degradation of the weir and eventual failure would likely result in negative impacts to threatened and endangered species. The United States Fish & Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool was utilized to identify potential threatened and endangered species near the project area. Eight (8) species were identified as being potentially present in or around the project area. Of those only four (4) are expected to be or likely to be present. The proposed project would provide long term benefits for those species by increasing and maintain potential habitat downstream of the Weir. A copy of the USFWS threatened and endangered species list has been included within **Appendix G**, and the species are listed below.

- Alligator snapping turtle (*Macrochelys temminckii*) is a proposed threatened species potentially present in the project area. The proposed project would take place during very low flow a season, which would mean little to no water in Pearl River. This would greatly prevent the presence of alligator snapping turtle in the vicinity of the maintenance activity, and the season would be outside the nesting window for females. The project is expected to have no negative impact on alligator snapping turtle, but it would provide a long term benefit of maintaining and increasing available habitat by restoring downstream flows.
- Gopher tortoise (*Gopherus polyphemus*) is a threatened species not present in the project area due to lack of suitable habitat. The proposed project falls primarily within the banks of Pearl River and Wilson Slough, which would not be suitable for gopher tortoise. The project is expected to have no effect on gopher tortoise.
- Gulf sturgeon (*Acipenser oxyrinchus (=oxyrhynchus) desotoi*) is a threatened species potentially present in the project area. Wilson Slough, Pearl River, and Holmes Bayou

are designated critical habitat. The project will result in minimal reduction of flows to Wilson Slough, but it will result in maintaining low flow conditions to Pearl River and Holmes Bayou downstream, which will benefit Gulf sturgeon critical habitat. A loss of low flow conditions due to Weir failure would result in adverse impacts to critical habitat, so the project would provide a long term benefit of maintaining and increasing available habitat by restoring downstream flows. The proposed project would take place during very low flow a season, which would mean little to no water in Pearl River. This would greatly prevent the presence of Gulf sturgeon in the vicinity of the maintenance activity.

- Inflated heelsplitter (*Potamilus inflatus*) is a threatened species potentially present in the project area within Wilson Slough, Pearl River, and Holmes Bayou. The project will result in minimal reduction of flows to Wilson Slough, but it will result in maintaining low flow conditions to Pearl River and Holmes Bayou downstream, which will benefit inflated heelsplitter habitat. A loss of low flow conditions due to Weir failure would result in adverse impacts to habitat, so the project would provide a long term benefit of maintaining and increasing available habitat by restoring downstream flows.
- Monarch butterfly (*Danaus plexippus*) is a candidate species not present in the project area due to lack of suitable habitat. The proposed project falls primarily within the banks of Pearl River and Wilson Slough, which would not be suitable for monarch butterfly. The project could take place during migratory seasons, but it is expected to have no effect on monarch butterfly.
- Red-cockaded woodpecker (*Picoides borealis*) is a threatened species not present in the project area due to lack of suitable habitat. The proposed project falls primarily within the banks of Pearl River and Wilson Slough surrounded by hardwood trees, which would not be suitable for red-cockaded woodpecker. The project is expected to have no effect on red-cockaded woodpecker.
- Ringed map turtle (*Graptemys oculifera*) is a threatened species potentially present in the project area. The proposed project would take place during very low flow a season, which would mean little to no water in Pearl River. This would greatly prevent the presence of ringed map turtle in the vicinity of the maintenance activity, and the season would be outside the nesting window for females. The project is expected to have no negative impact on ringed map turtle, but it would provide a long term benefit of maintaining and increasing available habitat by restoring downstream flows.
- Wood stork (*Mycteria americana*) is a threatened species not present in the project area due to lack of suitable habitat. The proposed project falls primarily within the banks of

Pearl River and Wilson Slough, which would not be suitable for wood stork. The proposed project is expected to have no effect on wood stork.

5.0 Cultural Resources

The proposed project is expected to have no impact on cultural resources. The proposed maintenance activity falls within the existing footprint of the previously authorized and constructed structure in Wilson Slough and Pearl River. Previous cultural resources studies were performed for the initial project study. While cultural resources were identified in those studies, they were all well downstream of the proposed maintenance activity and outside of the proposed project area. No cultural resources were identified around the Weir structure.

6.0 Public Engagement

Pearl River County has engaged the public and other interested parties with its intent to perform the proposed maintenance project. Meetings were held in November 2019 and May 2021 with other public agencies that included representatives from Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), Louisiana Department of Wildlife and Fisheries (LDWF), United States Fish and Wildlife Service (USWFS), Mississippi Department of Environmental Quality (MDEQ), United States Army Corps of Engineers (USACE), Mississippi House of Representatives and Senate, and Louisiana House of Representatives. All of these parties represent agencies that were involved in the initial efforts to design and construct the Weir and that have a continued interest in the project. The Pearl River County Board of Supervisors also held a public hearing for the project in August 2022, which was publicly advertised in the local newspaper. In all these meetings Pearl River County has expressed its continued interest in maintaining the Weir to prevent continued degradation and eventual failure, which would result in loss of flow in Pearl River and Holmes Bayou. Pearl River County also expressed its intention to undertake the maintenance activity as part of the non-federal sponsor agreement with MDEQ and MDWFP. Pearl River County believes that it has a responsibility to the public community to undertake this effort and that it will provide a long term positive benefit for the public and all interested parties. Copies of sign in sheets for the meetings and the Board of Supervisors minutes from the public hearing have been included within **Appendix H**.

Appendix A: ENG From 6082 Nationwide Permit PCN

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY											
13. NAME OF WATERBODY, IF KNOWN <i>(if applicable)</i> Wilson Slough		14. PROPOSED ACTIVITY STREET ADDRESS <i>(if applicable)</i> City: _____ State: _____ Zip: _____									
15. LOCATION OF PROPOSED ACTIVITY <i>(see instructions)</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Latitude</td> <td style="width: 25%;">°N</td> <td style="width: 25%;">Longitude</td> <td style="width: 25%;">°W</td> </tr> <tr> <td>30.568396</td> <td>N</td> <td>89.808893</td> <td>W</td> </tr> </table>		Latitude	°N	Longitude	°W	30.568396	N	89.808893	W	City: _____ State: _____ Zip: _____	
Latitude	°N	Longitude	°W								
30.568396	N	89.808893	W								
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN <i>(see instructions)</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">State Tax Parcel ID</td> <td style="width: 50%;">Municipality</td> </tr> <tr> <td>Section</td> <td>Range</td> </tr> <tr> <td>Township</td> <td></td> </tr> </table>				State Tax Parcel ID	Municipality	Section	Range	Township			
State Tax Parcel ID	Municipality										
Section	Range										
Township											
17. DIRECTIONS TO THE SITE From the intersection of I-59 and Mississippi Highway 43 north of Picayune, MS, head west northwest on Highway 43, then turn west on Walkiah Bluff Road, then turn north on Frank Seal Road, then turn west on Parker Hammock Road, then turn south on Parkside Drive.											
18. IDENTIFY THE SPECIFIC NATIONWIDE PERMIT(S) YOU PROPOSE TO USE Nationwide Permit 3 for Maintenance of a previously authorized and currently serviceable structure.											
19. DESCRIPTION OF PROPOSED NATIONWIDE PERMIT ACTIVITY <i>(see instructions)</i> The proposed activity is maintenance repair of the existing Walkiah Bluff Weir. The proposed activity includes the repair and bolstering of approximately 300 linear feet of sheet pile wall by the installation of a wailing system, utilizing steel piling to be driven and welded to the sheet pile wall. The proposed activity also includes the placement of 1,830 cubic yards of rip rap within the existing footprint of the structure to previous grade, and the construction of a temporary access road with approximately 525 cubic yards of rip rap. The temporary access road will be removed following completion of maintenance activity.											
20. DESCRIPTION OF PROPOSED MITIGATION MEASURES <i>(see instructions)</i> The project proposes mitigation in the form of avoidance and minimization. No new permanent impacts or loss are being proposed by the maintenance activity, since it will fall within the existing footprint of the structure. The extents of the activity have been minimized to the greatest extent possible while still achieving the desired maintenance repair. New impacts to wetlands and waters have been avoided, so compensatory mitigation is not being proposed for the maintenance activity.											
21. PURPOSE OF NATIONWIDE PERMIT ACTIVITY <i>(Describe the reason or purpose of the project, see instructions)</i> The purposed of the activity is to perform maintenance on the existing weir to prevent further degradation and ultimately failure of the weir. Failure of the weir would result in the loss of low flow conditions in 18 miles of Pearl River and Holmes Bayou, which would eliminate bivalve and fisheries habitat and recreational use and access.											
22. QUANTITY OF WETLANDS, STREAMS, OR OTHER TYPES OF WATERS DIRECTLY AFFECTED BY PROPOSED NATIONWIDE PERMIT ACTIVITY <i>(see instructions)</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Acres</td> <td style="width: 33%;">Linear Feet</td> <td style="width: 34%;">Cubic Yards Dredged or Discharged</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">1,830 cubic yards</td> </tr> </table>				Acres	Linear Feet	Cubic Yards Dredged or Discharged			1,830 cubic yards		
Acres	Linear Feet	Cubic Yards Dredged or Discharged									
		1,830 cubic yards									
Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site.											
23. List any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. <i>(see instructions)</i> None											
24. If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and requires pre-construction notification, explain how the compensatory mitigation requirement in paragraph (c) of general condition 23 will be satisfied, or explain why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required for the proposed activity. The proposed activity will not result in the loss of greater than 1/10 acres of wetlands or waters. The proposed activity will not result in any loss or permanent impacts, so compensatory mitigation is not proposed.											

25. Is any portion of the nationwide permit activity already complete? ☐ Yes ☒ No If Yes, describe the completed work:

26. List the name(s) of any species listed as endangered or threatened under the Endangered Species Act that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. (see instructions)
Gulf sturgeon, inflated heelsplitter, alligator snapping turtle, and ringed map turtle could potentially be present near the proposed activity during higher flow conditions. However, the proposed activity would take place during very low flow conditions when water levels would be unsuitable for the species to be found. The maintenance of the weir would contribute to maintaining flow conditions needed to support these species downstream in Pearl River and Holmes Bayou.

27. List any historic properties that have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic property or properties. (see instructions)
No historic properties have the potential to be affected by the proposed activity.

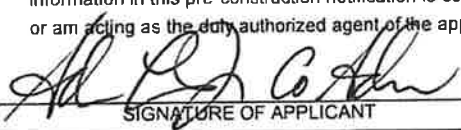
28. For a proposed NWP activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, identify the Wild and Scenic River or the "study river":
The proposed activity will take place in Wilson Slough, which is a Louisiana Natural and Scenic River. The structure is already in place within Wilson Slough though, and the maintenance will be performed within the previously authorized and constructed footprint. The maintenance activity will benefit Holmes Bayou downstream by maintaining low flow conditions through Pearl River to Holmes Bayou. Holmes Bayou is also a Louisiana Natural and Scenic River.

29. If the proposed NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, have you submitted a written request for section 408 permission from the Corps district having jurisdiction over that project? ☐ Yes ☒ No

If "yes", please provide the date your request was submitted to the Corps district:

30. If the terms of the NWP(s) you want to use require additional information to be included in the PCN, please include that information in this space or provide it on an additional sheet of paper marked Block 30. (see instructions)
Additional documentation has been provided.

31. Pre-construction notification is hereby made for one or more nationwide permit(s) to authorize the work described in this notification. I certify that the information in this pre-construction notification is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.


SIGNATURE OF APPLICANT

12-29-2022
DATE


SIGNATURE OF AGENT

12/28/2022
DATE

The pre-construction notification must be signed by the person who desires to undertake the proposed activity (applicant) and, if the statement in Block 11 has been filled out and signed, the authorized agent.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

Appendix B: Agent Authorization

Agent Authorization Form

October 17, 2022

I, Adrian Lumpkin, County Administrator with the Pearl River County Board of Supervisors, hereby designate Jeremy Smith with FC&E Engineering, LLC to act as an authorized agent on behalf of Pearl River County for the United States Army Corps of Engineers Section 10/404 Permit associated with the Walkiah Bluff Weir Maintenance Project. Please send all correspondence to the authorized agent.



Applicant

Mr. Adrian Lumpkin

County Administrator, Pearl River County Board of Supervisors

200 South Main St

Poplarville, MS 39470

(601) 403-2300



Authorized Agent

Jeremy B. Smith, P.E

Project Engineer, FC&E Engineering, LLC

917 Marquette Rd

Brandon, MS 39042

601-824-1860

jsmith@fce-engineering.com

Appendix C: Memorandum of Agreement

**AMENDED MEMORANDUM OF AGREEMENT
BETWEEN THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, THE MISSISSIPPI DEPARTMENT
OF WILDLIFE, FISHERIES AND PARKS, AND THE PEARL RIVER COUNTY BOARD OF SUPERVISORS
RELATED TO THE LOWER PEARL RIVER RESTORATION PROJECT**

This Amended Agreement is entered into this the 8th day of FEBRUARY, 2022, between the Mississippi Department of Environmental Quality (hereinafter "MDEQ") represented by the Executive Director of the MDEQ, the Mississippi Department of Wildlife, Fisheries and Parks (hereinafter "MDWFP") represented by the Executive Director of the MDWFP and the Pearl River County Board of Supervisors (hereinafter "COUNTY"). This Amended Agreement supersedes and replaces the "AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, THE PEARL RIVER BASIN DEVELOPMENT DISTRICT, AND THE MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS" dated March 4, 1998, the "AMENDED AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, THE PEARL RIVER BASIN DEVELOPMENT DISTRICT, AND THE MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS" dated April 28, 1998, and the Amended Memorandum of Agreement between the "MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY and the MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS" dated October 15, 2020.

WHEREAS, pursuant to Miss. Code Ann. § 51-11-101(1) (Supp. 2019), the Pearl River Basin Development District ("District") was dissolved on July 1, 2018, and, therefore, is no longer an existing entity. MDEQ and MDWFP agreed to amend, supersede, and replace the Original Agreement between MDEQ, the District, and MDWFP dated March 4, 1998, and the Amended Agreement between the same parties dated April 28, 1998, with an Amended Agreement between the MDEQ and the MDWFP dated October 15, 2020 which expressly removes the dissolved District.

WHEREAS, on March 4, 1998, the Department of the Army, represented by the Acting Assistant Secretary of the Army (Civil Works) entered into a Project Cooperation Agreement with MDEQ, the District and MDWFP ("Non-Federal Sponsors") related to the Lower Pearl River Restoration Project ("project") located in the vicinity of Walklah Bluff, Mississippi and Louisiana, west of Picayune, Mississippi, along the Pearl River from just upstream of an old bendway of the Pearl River which forms the head of Wilson Slough to the outlet end of Moore's Bayou ("Lower Pearl River"). See attached Exhibit "A". The project consists of a weir and closure in the old bendway of the Pearl River, closures at Brier Patch Bayou, Moore's Bayou, Icebox Bayou, and the Unnamed Tributary, small closures at Stations 471+000 and 2450+000, and a pilot channel from Station 000+000 to Station 5334+000. Construction of the project began in June 1998. In an effort to attempt to repair the significant damage to the project beginning in late 1998 and early 1999 due to high flows, Amendment No. 1 to the Project Cooperation Agreement was entered into by the Department of the Army, also known as the United States Army Corps of Engineers ("USACOE"), and the Non-Federal Sponsors on August 17, 2001. See attached Exhibit "B". Repairs to the project were undertaken by USACOE personnel in September 2006.

NOW, THEREFORE, the MDEQ, the MDWFP, and the County hereby agree as follows:

- I. The project is currently not successful in attaining the distribution of the flows originally intended as 50% : 50% split between Mississippi and Louisiana.

- II. Pursuant to Miss. Code Ann. § 51-11-105 (Supp. 2019), the obligations of the now dissolved District may be assumed by another entity, as the designated state entity for the operation and maintenance of the water control structures of the project. The obligations shall include the new cooperating partner or partners entering into a new and separate Memorandum of Agreement with MDEQ and MDWFP, which is this Amended Memorandum of Agreement, which adds the COUNTY.
- III. Additionally, the new cooperating partner or partners and MDEQ, MDWFP, USACOE and the COUNTY, if applicable, shall enter into an amended Project Cooperation Agreement with the USACOE which replaces and supersedes the Project Cooperation Agreement (Exhibit "A") and Amendment No. 1 to the Project Cooperation Agreement (Exhibit "B").
- IV. The "Lower Pearl River Restoration Trust Fund" is a special fund in the State General Fund set aside by House Bill 593 (Regular Session 2018) solely for the operation and maintenance of the project pursuant to Miss. Code Ann. § 51-11-105. The parties to this agreement and any subsequent agreement may assume ownership, in trust, of those funds and the monies from this fund are set aside for the purpose(s) set forth in this and any subsequent agreement between the parties and others for the operation and maintenance activities under the purview of the project and shall not lapse into the State General Fund. Under this Amended Memorandum of Agreement, the Pearl River County Board of Supervisors are hereby designated to assume ownership, in trust, of those funds solely for the repair, operation and maintenance under purview of the project. The Pearl River County Board of Supervisors (COUNTY) is further designated as the nonfederal project sponsor. If the funds are not sufficient to cover the necessary operation and maintenance costs of the project, the COUNTY is responsible for securing additional funds. Also, if the funds are not sufficient to cover the necessary operation and maintenance costs of the project, the funds may not be directed to any other use.
- V. The COUNTY is responsible for obtaining construction plans and a construction budget to repair and renovate the low water weir at the mouth of Wilson Slough where it meets the Pearl River. The COUNTY is responsible for all aspects of project administration and execution including but not limited to solicitation of bids and quotes, awarding of construction contracts, paying all invoices for project work and reporting on the status of the project to MDEQ and MDWFP. The MDEQ and the MDWFP shall serve solely in a review and advisory role for the COUNTY construction project and to advise the COUNTY on the necessary state and federal permits and permissions for project execution. The MDEQ, MDWFP, and the COUNTY will consult with the Louisiana Department of Wildlife and Fisheries, the United States Fish and Wildlife Service, and others,

as needed, to determine actions necessary for the operation, maintenance and potentially, if adequately funded, the repair, replacement and rehabilitation of the project.

- VI. All funds in the "Lower Pearl River Restoration Trust Fund" and all other appropriations of state funds necessary for the operation, maintenance, repair, replacement, and rehabilitation of the project shall be expended in accordance with Mississippi State laws and agency purchasing and contractual rules promulgated by the Mississippi Department of Finance and Administration.
- VII. Any notice, request, demand, or other communication required or permitted to be given under this Amended Agreement shall be deemed to have been duly given if in writing, and either delivered personally or mailed by first-class, registered, or certified mail, as follows:

If to the MDEQ:

Executive Director
Mississippi Department of Environmental Quality
P.O. Box 2261
Jackson, MS 39205-2261

If to the MDWFP:

Executive Director
Mississippi Department of Wildlife, Fisheries, and Parks
P.O. Box 451
Jackson, MS 39205-0451

If to the COUNTY

County Administrator
Pearl River County Board of Supervisors
P. O. Box 569
Poplarville, MS 3947

Or a party may change the address to which such communications are to be directed by giving written notice to the other parties.

- VIII. This Amended Agreement constitutes the entire agreement of the parties and supersedes and replaces any and all prior negotiations, understandings, and agreements whether written or oral between the parties.

- IX. Modifications, changes or amendments to this Amended Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Amended Agreement must be in writing and signed by all parties hereto. This agreement shall remain in effect until superseded by another agreement between the parties or terminated by mutual agreement of all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement this the 8th day of February, 2022.

Mississippi Department of Environmental Quality

By: 
Chris Wells, Executive Director

Date: 2/8/22

Mississippi Department of Wildlife, Fisheries, and Parks

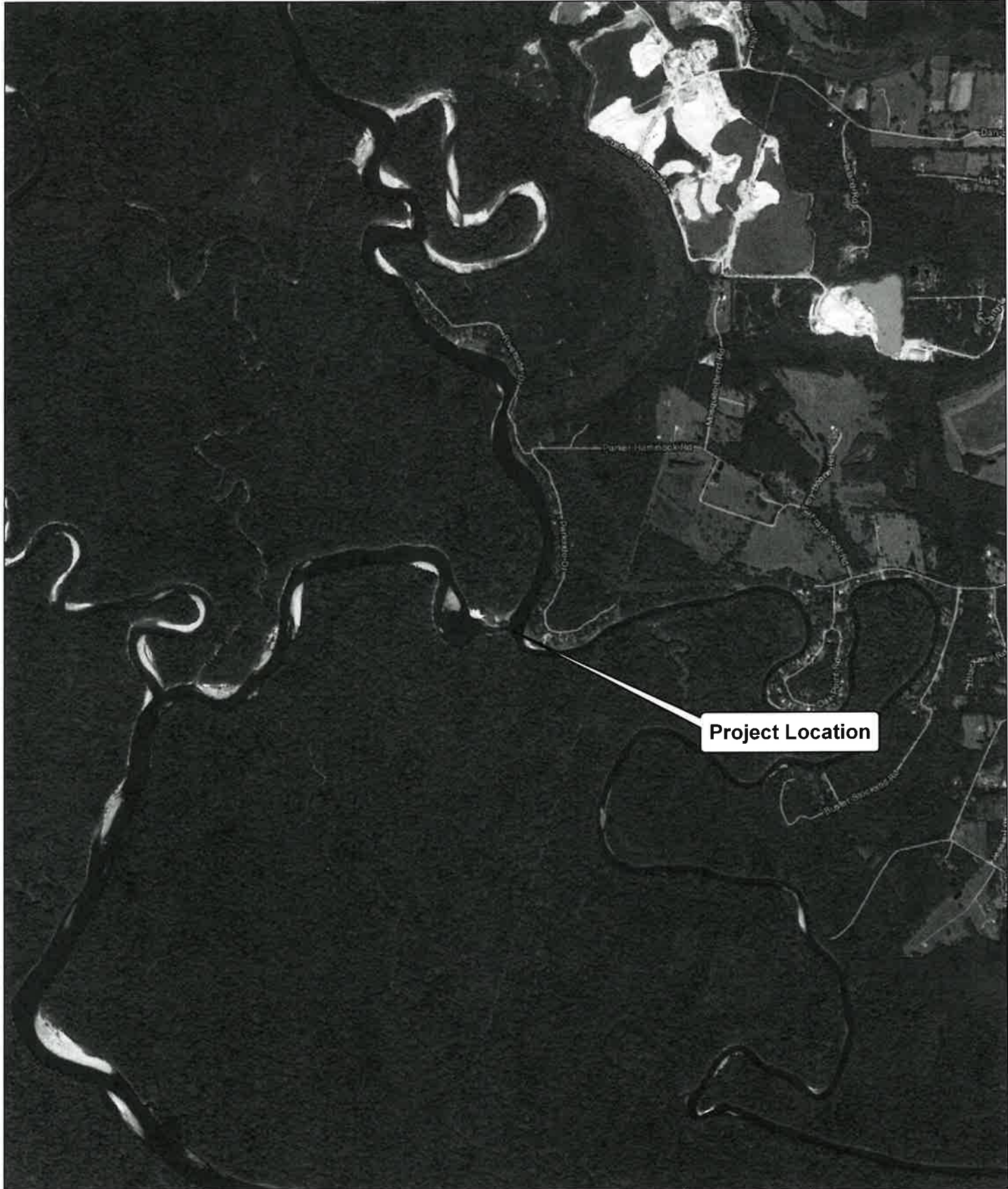
By: 
Sam Polles Ph.D., Executive Director

Date: 01/27/2022

Pearl River County Board of Supervisors,

By: 
Adrian Lumpkin, Jr., County Administrator

Date: 2-7-22



Project Location

 FC&E Engineering, LLC Water • Soils • Air • Compliance AL	Pearl River County Board of Supervisors Walkiah Bluff Weir Maintenance Project St. Tammany Parish, LA and Pearl River County, MS		Figure No.	3
			Figure Name	Vicinity Map
	0 1,000 2,000 4,000 Feet		Purpose	Section 10/404 Permit
			Drawn By	jsmith
			Date Drawn	10/03/2022



FC&E
Engineering, LLC
Water • Soils • Air • Compliance



Pearl River County Board of Supervisors
Walkiah Bluff Weir Maintenance Project
St. Tammany Parish, LA and
Pearl River County, MS

0 100 200 400 Feet

Figure No.	5
Figure Name	2007 Detail Map
Purpose	Section 10/404 Permit
Drawn By	jsmith
Date Drawn	10/03/2022

100% DESIGN REVIEW
(NOT FOR CONSTRUCTION)

- LEGEND**
- EXISTING CENTERLINE SHEET PILE WALL
 - EXISTING RRAP TOPBANK PER USACE ADVERTISED PLANS FOR CONTRACT NO. DACW98-97-D-0002, DATED FEBRUARY 1998
 - EXISTING RRAP TOE OF SLOPE PER USACE ADVERTISED PLANS FOR CONTRACT NO. DACW98-97-D-0002, DATED FEBRUARY 1998
 - EXISTING RIGHT-OF-WAY PER USACE ADVERTISED PLANS FOR CONTRACT NO. DACW98-97-D-0002, DATED FEBRUARY 1998
 - EXISTING RRAP PER USACE ADVERTISED PLANS FOR CONTRACT NO. DACW98-97-D-0002, DATED FEBRUARY 1998 & PUR LIMITS OF AERIAL PHOTOGRAPHY
 - PLAN GRADE PER USACE ADVERTISED PLANS FOR CONTRACT NO. DACW98-97-D-0002, DATED FEBRUARY 1998 (NOTE THE PLAN GRADE DIFFERS FROM "AS BUILT" GRADE)

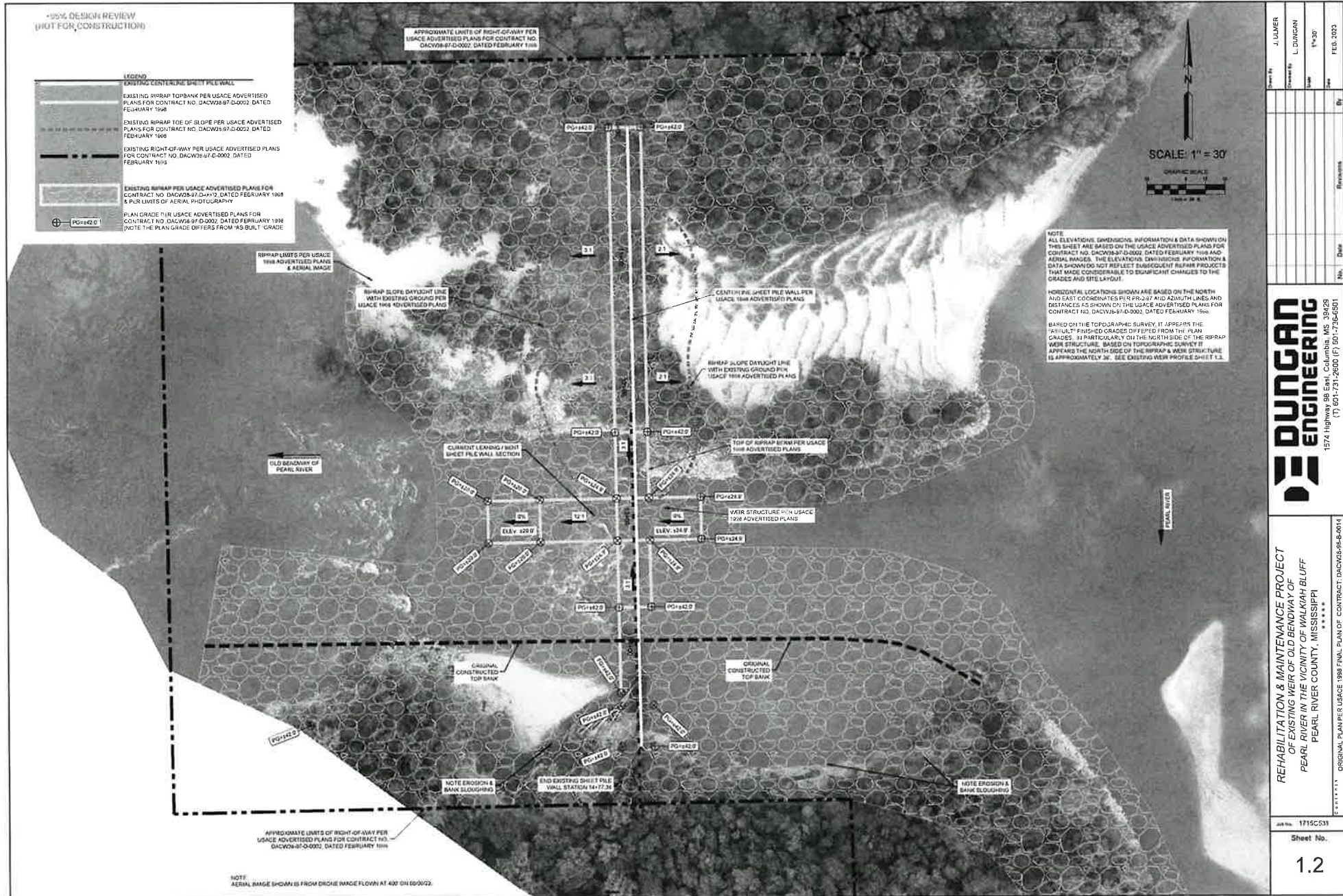
APPROXIMATE LIMITS OF RIGHT-OF-WAY PER USACE ADVERTISED PLANS FOR CONTRACT NO. DACW98-97-D-0002, DATED FEBRUARY 1998

SCALE: 1" = 30'

NOTE:
ALL ELEVATIONS, DIMENSIONS, INFORMATION & DATA SHOWN ON THIS SHEET ARE BASED ON THE USACE ADVERTISED PLANS FOR CONTRACT NO. DACW98-97-D-0002, DATED FEBRUARY 1998 AND AERIAL IMAGES. THE ELEVATIONS, DIMENSIONS, INFORMATION & DATA SHOWN DO NOT REFLECT SUBSEQUENT REPAIR PROJECTS THAT MADE CONSIDERABLE TO SIGNIFICANT CHANGES TO THE GRADES AND SITE LAYOUT.

HORIZONTAL LOCATIONS SHOWN ARE BASED ON THE NORTH AND EAST COORDINATES PER PR-267 AND AZIMUTH LINES AND DISTANCES AS SHOWN ON THE USACE ADVERTISED PLANS FOR CONTRACT NO. DACW98-97-D-0002, DATED FEBRUARY 1998.

BASED ON THE TOPOGRAPHIC SURVEY, IT APPEARS THE "AS BUILT" FINISHED GRADES DIFFERED FROM THE PLAN GRADES. IN PARTICULAR, ON THE NORTH SIDE OF THE RRAP WEIR STRUCTURE, BASED ON TOPOGRAPHIC SURVEY IT APPEARS THE NORTH SIDE OF THE RRAP & WEIR STRUCTURE IS APPROXIMATELY 30' SEE EXISTING WEIR PROFILE SHEET 1.2.



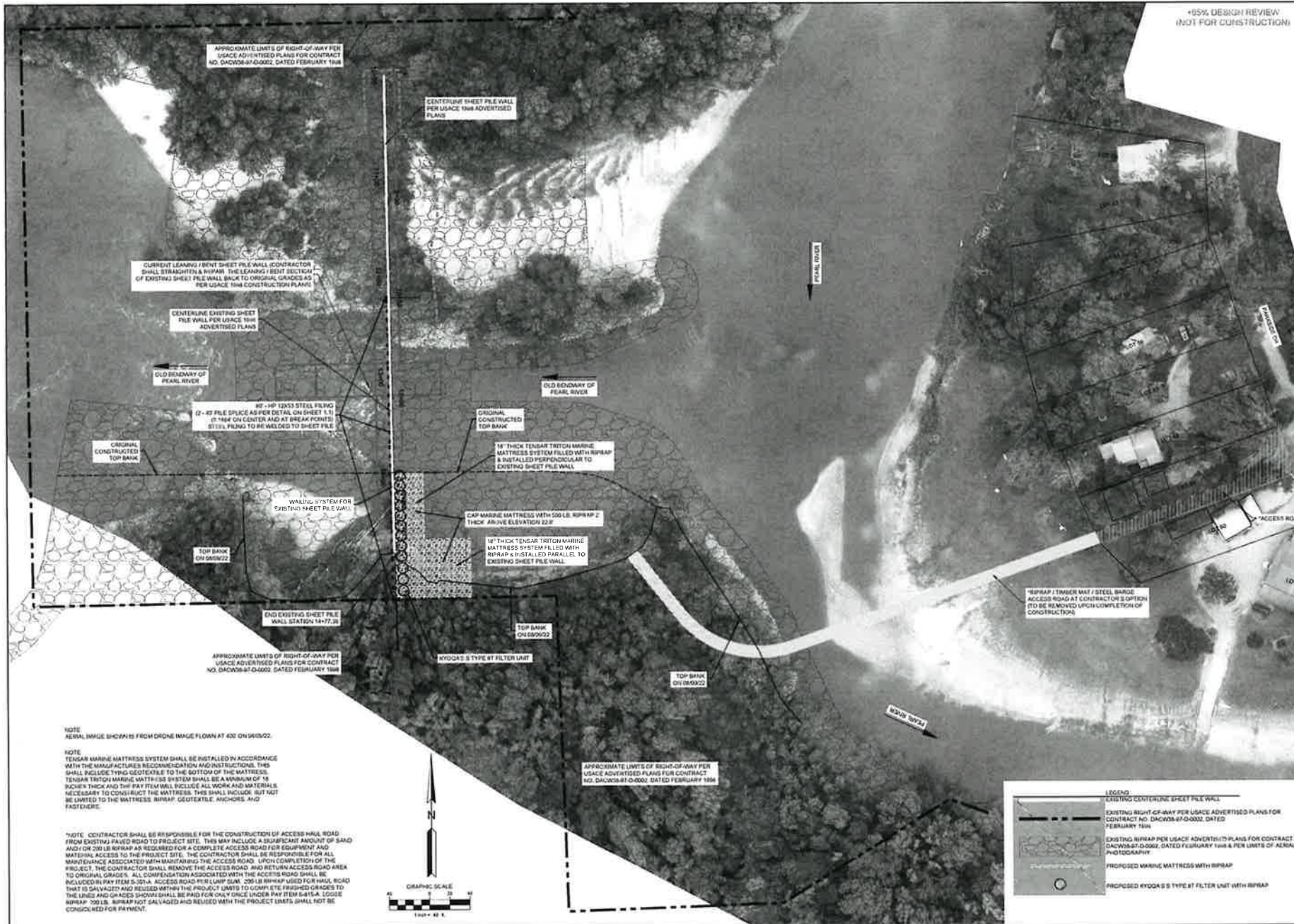
Drawn By	Checked By	Scale	Date
J. ULMER	L. DUNGAN	1"=30'	FEB. 2023
No.	Date	Revisions	By

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REHABILITATION & MAINTENANCE PROJECT
OF EXISTING WEIR OF OLD BEDWAY OF
PEARL RIVER IN THE VICINITY OF WALKER BLUFF
PEARL RIVER COUNTY, MISSISSIPPI
***** ORIGINAL PLAN PER USACE 1998 FINAL PLAN OF CONTRACT DACW98-97-D-0014

Job No. 1715C533
Sheet No. 1.2

508



LEGEND

- EXISTING CENTERLINE SHEET PILE WALL
- EXISTING RIGHT-OF-WAY PER USACE ADVERTISED PLANS FOR CONTRACT NO. DACW38-87-0-0002, DATED FEBRUARY 1988
- EXISTING RIPRAP PER USACE ADVERTISED PLANS FOR CONTRACT NO. DACW38-87-0-0002, DATED FEBRUARY 1988 & PER LIMITS OF AERIAL PHOTOGRAPHY
- PROPOSED MAKING MATTRESS WITH RIPRAP
- PROPOSED KYOGAKI TYPE #1 FILTER UNIT WITH RIPRAP

*05% DESIGN REVIEW (NOT FOR CONSTRUCTION)

Sheet No.	J. LUMER
Drawn By	L. DUNCAN
Scale	1"=40'
Date	FEB 2023
No.	
Revisions	

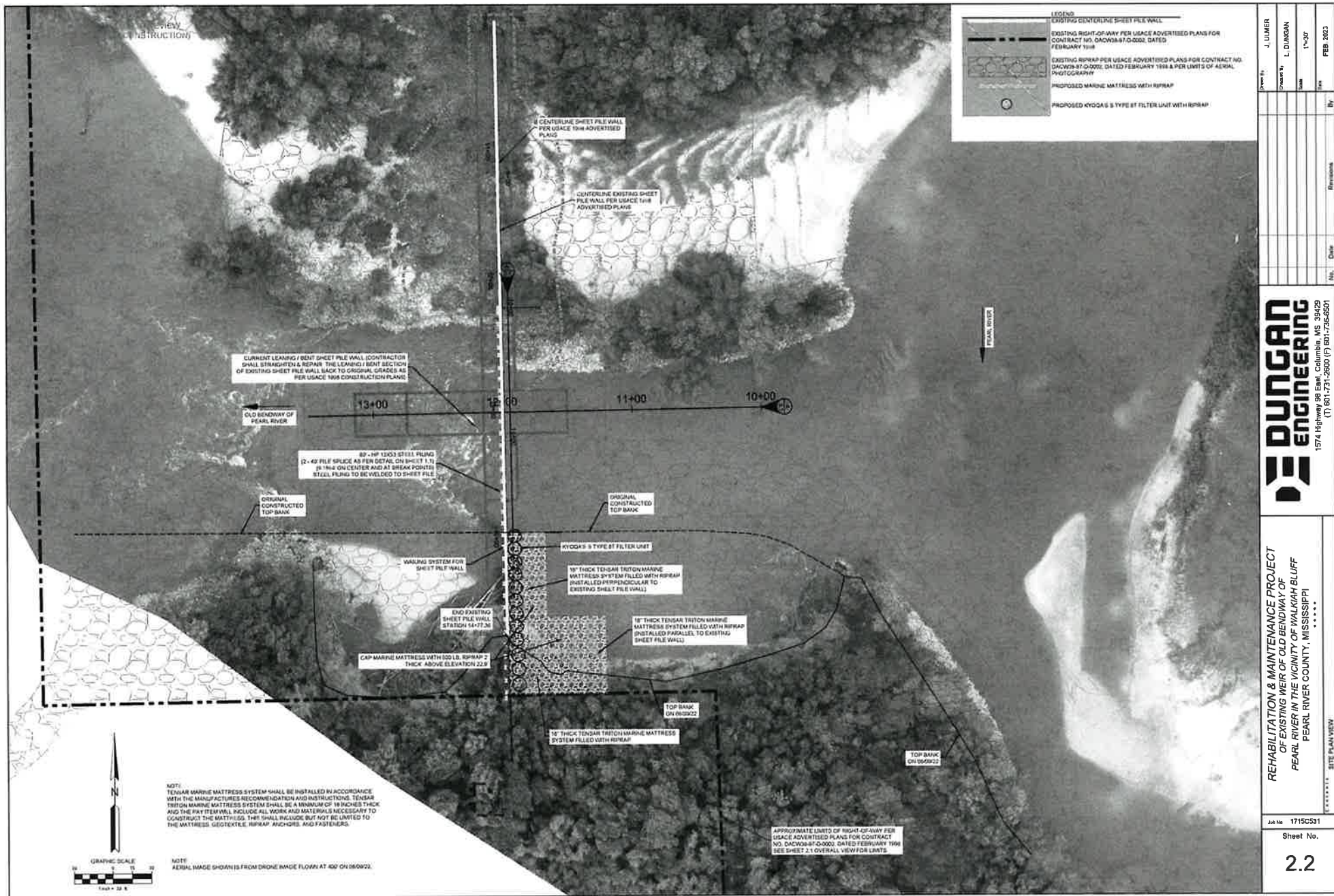
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REHABILITATION & MAINTENANCE PROJECT
 OF EXISTING WEIR OF OLD BENDWAY OF
 PEARL RIVER IN THE VICINITY OF WALKER BLUFF
 PEARL RIVER COUNTY, MISSISSIPPI

Job No. 1719C531
 Sheet No.

2.1

509



2021 Nationwide Permits General Conditions, District Engineer's Decision and Further Information

2021 Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical

destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical

habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is

required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to

those waters. The district engineer may authorize activities under these NWP's only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas

involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal

agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also

require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed

the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to

general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.
- (ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs).

This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The

district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

2021 District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic

resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP

with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

2021 Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

Revised to include any NWP-specific regional conditions for the 40 NWPs reissued and 1 new NWP issued on December 27, 2021.

1. STATE OF LOUISIANA

2. 2021 NATIONWIDE PERMIT (NWP) REGIONAL CONDITIONS

PART I - REGIONAL CONDITIONS FOR ALL NWPS:

Regional Condition 1. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of cypress swamp and/or cypress-tupelo swamp.

Regional Condition 2. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of coastal prairie, pine savanna, and/or pitcher plant bogs.

Regional Condition 3. No regulated activity is authorized under any NWP permit which has been determined to have an adverse impact upon a federal or state designated rookery and/or bird sanctuary.

Regional Condition 4. Dredged and/or fill material placed within wetlands and other waters must be free of contaminants.

Regional Condition 5. For work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana;

a. The New Orleans District's Programmatic General Permit (PGP) generally supersedes the Nationwide Permits for regulated activities located within the Louisiana Coastal Zone within the New Orleans Corps District boundaries. Projects typically will not qualify for a Nationwide Permit if they qualify for the Programmatic General Permit.

b. A joint permit application for work must first be submitted to the Louisiana Department of Natural Resources, Office of Coastal Management (OCM). OCM will then forward the request to the Corps of Engineers-New Orleans District.

c. NWP verification requests that have not received a Coastal Use Permit or other consistency determination from the OCM would be processed by the Corps. However, if granted, authorization may be conditioned to require the applicant to obtain appropriate authorization from OCM before the NWP is valid.

Regional Condition 6. A pre-construction notification, as defined under nationwide general condition 32, will be provided for all regulated activities, excluding Nationwide 20, that

a. Adversely affect greater than 1/10 acre of wetlands within the Louisiana Coastal Zone, and/or;

b. Adversely impact a Louisiana designated Natural and Scenic River or a state or federal wetland/wildlife management area and/or refuge.

Regional Condition 7, Supplement to General Condition 2 – Aquatic Life Movement. To support compliance with General Condition 2 of the NWPs, culverts must be sufficiently sized to maintain expected high water flows and be installed at a sufficient depth to maintain low flows to sustain the movement of aquatic species.

Regional Condition 8, ESA Additional Information and State Regulation. NWP GC 18(g) provides links to information about threatened and endangered species and their critical habitat from FWS and NMFS. Within the state of Louisiana, additional information regarding the state protection status of rare, threatened and endangered species and compliance with state threatened and endangered species laws and regulations can be obtained from LDWF at their world wide web pages at <https://www.wlf.louisiana.gov/page/request-wildlife-diversity-project-review-or-digital-data>. **Proponents of regulated activities are reminded that NWPs only authorize activities from the perspective of the U.S. Army Corps of Engineers; state permits, approvals and authorizations may also be required.**

PART II - REGIONAL CONDITIONS FOR SPECIFIC NWPS

NWP 1. *Aids to Navigation:*

No regional conditions are proposed.

NWP 2. *Structures in Artificial Canals:*

No regional conditions are proposed.

NWP 3. *Maintenance:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 4. *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities:*

No regional conditions are proposed.

NWP 5. *Scientific Measurement Devices:*

Pre-construction notification, as defined under nationwide general condition 32, is required for all weirs and flumes in any water of the United States.

NWP 6. Survey Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 7. Outfall Structures and Associated Intake Structures:

Activities that include the construction of intake structures must include adequate fish exclusion screening devices.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 8. Oil and Gas Structures on the Outer Continental Shelf:

No regional conditions are proposed.

NWP 9. Structures in Fleeting and Anchorage Areas:

No regional conditions are proposed.

NWP 10. Mooring Buoys:

No regional conditions are proposed.

NWP 11. Temporary Recreational Structures:

No regional conditions are proposed.

NWP 12. Oil or Natural Gas Pipeline Activities:

Pre-Construction Notification, as defined under nationwide general condition 32, is required for regulated **pipeline activities within tidal waters** regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification.

A 50-foot gap shall be required for every 500 linear feet of sidecast material resulting from trench excavation activities associated with pipeline construction. Under certain circumstances the gap intervals may be modified. Additionally, no fill shall be placed in a manner which would impede natural watercourses.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 13. Bank Stabilization:

Rip-rap material shall be free of protruding reinforcement material (i.e., rebar). Such material may pose a hazard to navigation and recreational uses.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 14. Linear Transportation Projects:

Pre-Construction Notification, as defined under nationwide general condition 32, is required for all regulated **linear transportation crossings within tidal waters** regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 15. U.S. Coast Guard Approved Bridges:

No regional conditions are proposed.

NWP 16. Return Water from Upland Contained Disposal Areas:

No regional conditions are proposed.

NWP 17. Hydropower Projects:

No regional conditions are in proposed.

NWP 18. Minor Discharges:

This NWP, via disavowal of Coastal Zone certification by the Louisiana

Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 19. *Minor Dredging:*

No regional conditions are proposed.

NWP 20. *Response Operations for Oil and Hazardous Substances:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 21. *Surface Coal Mining Activities:*

No regional conditions are proposed.

NWP 22. *Removal of Vessels:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 23. *Approved Categorical Exclusions:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 24. *Indian Tribe or State Administered Section 404 Programs:*

Not applicable in the State of Louisiana.

NWP 25. *Structural Discharges:*

No regional conditions are proposed.

NWP 26. (Reserved)

NWP 27. *Aquatic Habitat Restoration, Establishment, and Enhancement Activities:*

No regulated activities shall be authorized that would convert tidal wetlands to another aquatic habitat type.

NWP 28. *Modifications of Existing Marinas:*

No regional conditions are proposed.

NWP 29. *Residential Developments:*

This NWP, via disavowal of water quality certification by the Louisiana Department of Environmental Quality, is considered **denied** without prejudice for all developments except those associated with construction or expansion of a single residence. For all developments consisting of more than a single residence, individual requests for approval under this NWP will be considered on a case-by-case basis only after receipt by the appropriate Corps district of an individual water quality certification, waiver, or other approval by the Louisiana Department of Environmental Quality.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 30. *Moist Soil Management for Wildlife:*

No regional conditions are proposed.

NWP 31. *Maintenance of Existing Flood Control Facilities:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 32. *Completed Enforcement Actions:*

No regional conditions are proposed.

NWP 33. *Temporary Construction, Access and Dewatering:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within

the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 34. Cranberry Production Activities:

Not applicable within the state of Louisiana.

NWP 35. Maintenance Dredging of Existing Basins:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 36. Boat Ramps:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 37. Emergency Watershed Protection and Rehabilitation:

No regional conditions are proposed.

NWP 38. Cleanup of Hazardous and Toxic Waste:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 39. Commercial and Institutional Developments:

This NWP, via disavowal of water quality certification by the Louisiana Department of Environmental Quality, is considered **denied** without prejudice. Individual requests for approval under this NWP will be considered on a case-by-case basis only after receipt by the appropriate Corps district of an individual water quality certification, waiver, or other approval by the Louisiana Department of Environmental Quality.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within

the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 40. Agricultural Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 41. Reshaping Existing Drainage Ditches:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 42. Recreational Facilities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 43. Stormwater Management Facilities:

Regulated activities which would result in the resuspension of dredged material shall be prohibited in Bayou d'Inde, the Inner Navigation Harbor Canal, Calcasieu River at the mouth of Bayou d'Inde, Harvey Canal, California Canal, and Bayous Trepagnier, Rigaud, Olsen and Verdine, Capitol Lake, Coon Island Loop, Devil's Swamp, and Tensas River (areas within and upstream of Tensas National Wildlife Refuge), Ouachita River (areas within and upstream of the Upper Ouachita National Wildlife Refuge), Wham Brake drainage (Staulkinghead Creek, Little Bayou Boeuf, Bayou Lafourche and Lake Irwin).

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 44. Mining Activities:

Regulated activities which would result in the resuspension of dredged material shall be prohibited in Bayou d'Inde, the Inner Harbor Canal, Calcasieu River at the mouth of Bayou d'Inde, Harvey Canal, California Canal, and Bayous Trepagnier, Rigaud, Olsen and Verdine, Capitol Lake, Coon Island Loop, Devil's Swamp, and Tensas River (areas within and upstream of Tensas National Wildlife Refuge), Ouachita River (areas within and upstream of the Upper Ouachita National Wildlife Refuge), Wham Brake drainage (Staulkinghead Creek, Little Bayou Boeuf, Bayou Lafourche and Lake Irwin).

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 45. Repair of Uplands Damaged by Discrete Events:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 46. Discharges in Ditches:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 47. [Reserved]**NWP 48. Existing Commercial Shellfish Aquaculture Activities:**

No regional conditions are proposed.

NWP 49. Coal Remining Activities:

No regional conditions are proposed.

NWP 50. Underground Coal Mining Activities:

No regional conditions are proposed.

NWP 51. Land-Based Renewable Energy Generation Facilities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 52. Water-Based Renewable Energy Generation Pilot Projects:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 53. Removal of Low-Head Dams:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 54. Living Shorelines:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 55. Seaweed Mariculture Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 56. Finfish Mariculture Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 57. Electric Utility Line and Telecommunication Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 58. Utility Line Activities for Water and Other Substances:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 59. Water Reclamation and Reuse Facilities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

PART III - WATER QUALITY REGIONAL NWPS CONDITIONS FOR "INDIAN COUNTRY" LANDS

The Environmental Protection Agency (EPA) is the agency required to address water quality certification of the 2021 nationwide permits (NWPs) in Indian country¹ where a tribe has not received treatment in the same manner as a state for the Clean Water Act (CWA) Section 401 program. Tribes which have received treatment in the same manner as a state (TAS) for the water quality standards and §401 certification programs and which have EPA-approved water quality standards will be contacted by the Corps of Engineers for the water quality certification process. EPA is the agency required to address water quality certification for tribes that have not received TAS for the water quality standards and 401 certification programs. At this time, no Indian tribes in Louisiana have CWA Section 401 authority.

1. The permittee shall conduct all work in such a manner to comply with all U.S. Army Corps of Engineers §404 permit conditions.

¹ "Indian Country", as defined in 18 U.S.C. 1151, means: (1) all land within the limits of any Indian reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservation; (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a State; and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

2. The permittee shall keep a copy of this certification with conditions at the project site during all phases of construction. All contractors or subcontractors involved in the project must be provided a copy of this certification prior to commencement of activities.
3. All heavy equipment used in the project areas shall be steam cleaned before the start of the project and inspected daily for leaks. Leaking equipment must not be used in or near surface water or in a wetland area. Equipment shall be parked outside the waterbody when not in use.
4. All fuels, oil, hydraulic fluid, or other substances of this nature must not be stored, temporarily or otherwise, within the normal floodplain or the wetland. A secondary containment system for these items shall be used in the event the primary containment system leaks. Refueling or servicing of equipment must not take place within 100 feet of any watercourse or within the wetland area.
5. The construction area shall be protected such that a runoff event will not move soil or contaminants to surface water or away from the construction site. These measures shall be in place prior to the commencement of activities and inspected daily.
6. Temporary mats must be placed on stream banks, riparian areas, and wetlands, to minimize impacts to soil and vegetation from heavy equipment. Temporary access roads must be restored to pre-project conditions.
7. All asphalt, concrete, and other construction materials must be properly handled and contained to prevent releases to the stream channels. All concrete that is to be poured must be fully contained in mortar-tight forms to prevent accidental releases to surface water or ground water. No discharge of any concrete to surface water or ground water may occur. Dumping of waste materials near watercourses is strictly prohibited.
8. Work in a stream channel should be limited to periods of no flow when practicable, and must be limited to periods of low flow. Avoid working within the channel during spring runoff or summer thunderstorm season.
9. When working in a stream channel, flowing water must be temporarily diverted around the work area to minimize sedimentation and turbidity problems. Acceptable diversion structures are non-erosive and include (but are not limited to) sand bags, water bladders, concrete barriers lined with plastic, and flumes.
10. The permittee shall restore all areas disturbed by construction activities to pre-project conditions. This shall include restoration of surface contours, stabilization of the soil, and restoration of appropriate native vegetation to establish permanent cover.

JOHN BEL EDWARDS
GOVERNOR



CHUCK CARR BROWN, Ph.D.
SECRETARY

State of Louisiana

DEC 15 2020

DEPARTMENT OF ENVIRONMENTAL QUALITY ENVIRONMENTAL SERVICES

Mr. Martin S. Mayer
Chief, Regulatory Branch
US Army Corps of Engineers, New Orleans District
Attn: Brenda Archer
CEMVN-ODR
7400 Leake Avenue
New Orleans, Louisiana 70118

AI No.: 149056
Activity No.: CER20200001

RE: Water Quality Certification WQC 200929-01
Proposal to Reissue and Modify Nationwide Permits
State of Louisiana

Dear Mr. Mayer:

The Louisiana Department of Environmental Quality, Office of Environmental Services (LDEQ), provides with this correspondence water quality certification approval and reissuance of the U.S. Army Corps of Engineers (Corps) Nationwide Permits (NWP), general conditions, and definitions with some modification as proposed in the *Federal Register* (Vol. 85 No. 179) as published September 15, 2020. The request for the pre-filling meeting was received September 14, 2020. On October 27, 2020, the New Orleans District of the Corps requested water quality certification under Section 401 of the Clean Water Act for the issuance of those NWPs that may result in a discharge in water of the United States in the State of Louisiana.

LDEQ has reviewed the Corps' Proposal to Reissuance and Modify the Nationwide Permits, as published in the referenced *Federal Register* and hereby issues WQC 200929-01 with the attached Nationwide Permit (NWP) Regional Conditions for the following NWPs:

NWP 3	NWP 18	NWP 33	NWP 46
NWP 4	NWP 19	NWP 34	NWP 48
NWP 5	NWP 20	NWP 36	NWP 49
NWP 6	NWP 21	NWP 37	NWP 50
NWP 7	NWP 22	NWP 38	NWP 51
NWP 12	NWP 23	NWP 40	NWP 52
NWP 13	NWP 25	NWP 41	NWP 53
NWP 14	NWP 27	NWP 42	NWP 54
NWP 15	NWP 30	NWP 43	NWP C
NWP 16	NWP 31	NWP 44	NWP D
NWP 17	NWP 32	NWP 45	NWP E

US Army Corps of Engineers, New Orleans District
AI 149056
WQC 200929-01
Proposal to Reissue and Modify Nationwide Permits
State of Louisiana
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LDEQ denies 401 Water Quality Certification to the reissuance of NWP 29 except those associated with construction or expansion of a single residence pursuant to the attached State of Louisiana Nationwide Permit Regional Conditions.

Louisiana Revised Statutes, RS 30:2074 provides the Secretary of the Louisiana Department of Environmental Quality (LDEQ) authority to process all applications for certifications for federal or state licenses or permits and to establish such standards, guidelines, or criteria as he deems necessary or appropriate to prohibit, control, or abate water pollution. With that authority, the State of Louisiana's Surface Water Quality Standards are set forth in LAC 33:IX, Chapter 11.

In accordance with LAC 33:IX.1109.A.1, the state of Louisiana's Antidegradation Policy requires that all waters of the state, including interstate, intrastate, and coastal waters, and any portions thereof, whose existing water quality standards exceeds the specifications of the approved water quality standards or otherwise supports an unusual abundance and diversity of fish and wildlife sources, will be maintained at their existing high quality. Furthermore, LAC: IX.1109.A.2 states "The administrative authority shall not approve any wastewater discharge or certify any activity for a federal permit that would impair water quality or use of state waters, including waters in the Natural or and Scenic Rivers System that are waters of the state."

Louisiana's water quality standards include both numeric and general criteria. General criteria shall apply at all times to the surface waters of the state, including wetlands, whether they are identified in the standards or not. (LAC 33:IX.1113.B.) LAC 33:IX.1113.B.1.d reiterates this by stating, "All waters shall be free from such concentrations of substances attributable to wastewater or other discharges sufficient to:

Additionally, LAC 33:IX.1113.B.5 states "No substances shall be present in the waters of the state or the sediments underlying said waters in quantities that alone or in combination will be toxic to human, plant, or animal life or significantly increase health risks due to exposure to the substances or consumption of contaminated fish or other aquatic life."

Based on the information provided in the notice, it is the opinion of LDEQ that the Nationwide Permit NWP 29 could have potential adverse effects on water quality or fail to comply with State water quality standards as provided for in LAC 33:IX. Chapter 11, and should be considered for certification on a case-by-case basis. Therefore, certification for NWP 29 is denied..

LDEQ has denied 401 Water Quality Certification to the reissuance of NWP 39.

Based on the information provided in the notice, it is the opinion of LDEQ that the Nationwide Permit NWP 39 could have potential adverse effects on water quality or fail to comply with State water quality standards as provided for in LAC 33:IX. Chapter 11, and should be considered for certification on a case-by-case basis. Therefore, certification for this NWP is denied.

WQC 200929-01
AI 149056
Proposal to Reissue and Modify Nationwide Permits
State of Louisiana
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Should you have any questions concerning any part of this certification, please contact Elizabeth Hill at (225) 219-3225 or by email at elizabeth.hill@la.gov. Please reference Agency Interest (AI) number 149056 and Water Quality Certification 200929-01 on all future correspondence to this Department to ensure all correspondence regarding this subject is properly filed into the Department's Electronic Document Management System.

Sincerely,



Elliott B. Vega
Assistant Secretary

Attachment

c: IO-W

ec: Brenda.A.Archer@usace.army.mil

1. STATE OF LOUISIANA
2. NATIONWIDE PERMIT (NWP) REGIONAL CONDITIONS

Proposed 2020 NWP Louisiana Regional Conditions

PART I - REGIONAL CONDITIONS FOR ALL NWPS:

Regional Condition 1. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of cypress swamp and/or cypress-tupelo swamp.

Regional Condition 2. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of coastal prairie, pine savanna, and/or pitcher plant bogs.

Regional Condition 3. No regulated activity is authorized under any NWP permit which has been determined to have an adverse impact upon a federal or state designated rookery and/or bird sanctuary.

Regional Condition 4. Dredged and/or fill material placed within wetlands and other waters must be free of contaminants, to the best of the applicant's knowledge.

Regional Condition 5. For work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana;

- a. The New Orleans District's Programmatic General Permit (PGP) generally supersedes the Nationwide Permit authorization for regulated activities located within the Louisiana Coastal Zone as incorporated within the New Orleans Corps District boundaries. Projects typically will not qualify for a Nationwide Permit if they qualify for the Programmatic General Permit.
- b. A joint permit application for work must first be submitted to the Louisiana Department of Natural Resources, Office of Coastal Management (OCM). OCM will then forward the request to the Corps of Engineers-New Orleans District.
- c. NWP requests that have not received a Coastal Use Permit or other consistency determination from the OCM would be processed by the Corps. However any granted authorization may be conditioned to require the applicant to obtain appropriate authorization from OCM before the NWP is valid.

Regional Condition 6. A pre-construction notification, as defined under nationwide general condition 32, will be provided for all regulated activities, excluding Nationwide 20, that

- a. Adversely affects greater than 1/10 acre of wetlands, and/or;
- b. Adversely impacts a Louisiana designated Natural and Scenic River or a state or federal wetland/wildlife management area and/or refuge.

Regional Condition 7, Supplement to General Condition 2 – Aquatic Life Movement. To support compliance with General Condition 2 of the NWPs, culverts must be sufficiently sized to maintain expected high water flows and be installed at a sufficient depth to maintain low flows to sustain the movement of aquatic species.

PART II - REGIONAL CONDITIONS FOR SPECIFIC NWPS

NWP 1. *Aids to Navigation:*

No regional conditions are proposed.

NWP 2. *Structures in Artificial Canals:*

No regional conditions are proposed.

NWP 3. *Maintenance:*

No regional conditions are proposed.

NWP 4. *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities:*

No regional conditions are proposed.

NWP 5. *Scientific Measurement Devices:*

Pre-construction notification, as defined under nationwide general condition 32, is required for all weirs and flumes in any water of the United States.

NWP 6. *Survey Activities:*

No regional conditions are proposed.

NWP 7. *Outfall Structures and Associated Intake Structures:*

Activities that include the construction of intake structures must include adequate fish exclusion screening devices.

NWP 8. *Oil and Gas Structures on the Outer Continental Shelf:*

No regional conditions are proposed.

NWP 9. *Structures in Fleeting and Anchorage Areas:*

No regional conditions are proposed.

NWP 10. *Mooring Buoys:*

No regional conditions are proposed.

NWP 11. *Temporary Recreational Structures:*

No regional conditions are proposed.

NWP 12. *Oil or Natural Gas Pipeline Activities:*

Pre-Construction Notification, as defined under nationwide general condition 32, is required for regulated **pipeline activities within tidal waters** regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification..

A 50-foot gap shall be required for every 500 linear feet of sidecast material resulting from trench excavation activities associated with pipeline construction. Under certain circumstances the gap intervals may be modified. Additionally, no fill shall be placed in a manner which would impede natural watercourses.

NWP 13. *Bank Stabilization:*

Rip-rap material shall be free of protruding reinforcement material (i.e., rebar). Such material may pose a hazard to navigation and recreational uses.

NWP 14. *Linear Transportation Projects:*

Pre-Construction Notification, as defined under nationwide general condition 32, is required for all regulated **linear transportation crossings within tidal waters** regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification.

NWP 15. *U.S. Coast Guard Approved Bridges:*

No regional conditions are proposed.

NWP 16. *Return Water from Upland Contained Disposal Areas:*

No regional conditions are proposed.

NWP 17. *Hydropower Projects:*

No regional conditions are in proposed.

NWP 18. *Minor Discharges:*

No regional conditions are proposed.

NWP 19. *Minor Dredging:*

No regional conditions are proposed.

NWP 20. *Response Operations for Oil and Hazardous Substances:*
No regional conditions are proposed.

NWP 21. *Surface Coal Mining Activities:*
No regional conditions are proposed.

NWP 22. *Removal of Vessels:*
No regional conditions are proposed.

NWP 23. *Approved Categorical Exclusions:*
No regional conditions are proposed.

NWP 24. *Indian Tribe or State Administered Section 404 Programs:*
Not applicable in the State of Louisiana.

NWP 25. *Structural Discharges:*
No regional conditions are proposed.

NWP 26. (Reserved)

NWP 27. *Aquatic Habitat Restoration, Establishment, and Enhancement Activities:*
No regulated activities shall be authorized that would convert tidal wetlands to another aquatic habitat type.

NWP 28. *Modifications of Existing Marinas:*
No regional conditions are proposed.

NWP 29. *Residential Developments:*
No regional conditions are proposed.

NWP 30. *Moist Soil Management for Wildlife:*
No regional conditions are proposed.

NWP 31. *Maintenance of Existing Flood Control Facilities:*
No regional conditions are proposed.

NWP 32. *Completed Enforcement Actions:*
No regional conditions are proposed.

NWP 33. *Temporary Construction, Access and Dewatering:*
No regional conditions are proposed.

NWP 34. *Cranberry Production Activities:*
Not applicable within the State of Louisiana.

NWP 35. *Maintenance Dredging of Existing Basins:*

No regional conditions are proposed.

NWP 36. *Boat Ramps:*

No regional conditions are proposed.

NWP 37. *Emergency Watershed Protection and Rehabilitation:*

No regional conditions are proposed.

NWP 38. *Cleanup of Hazardous and Toxic Waste:*

No regional conditions are proposed.

NWP 39. *Commercial and Institutional Developments:*

No regional conditions are proposed.

NWP 40. *Agricultural Activities:*

No regional conditions are proposed.

NWP 41. *Reshaping Existing Drainage Ditches:*

No regional conditions are proposed.

NWP 42. *Recreational Facilities:*

No regional conditions are proposed.

NWP 43. *Stormwater Management Facilities:*

Regulated activities which would result in the resuspension of dredged material shall be prohibited in Bayou d'Inde, the Inner Navigation Harbor Canal, Calcasieu River at the mouth of Bayou d'Inde, Harvey Canal, California Canal, and Bayous Trepagnier, Rigaud, Olsen and Verdine, Capitol Lake, Coon Island Loop, Devil's Swamp, and Tensas River (areas within and upstream of Tensas National Wildlife Refuge), Ouachita River (areas within and upstream of the Upper Ouachita National Wildlife Refuge), Wham Brake drainage (Staulkinghead Creek, Little Bayou Boeuf, Bayou Lafourche and Lake Irwin).

NWP 44. *Mining Activities:*

Regulated activities which would result in the resuspension of dredged material shall be prohibited in Bayou d'Inde, the Inner Harbor Canal, Calcasieu River at the mouth of Bayou d'Inde, Harvey Canal, California Canal, and Bayous Trepagnier, Rigaud, Olsen and Verdine, Capitol Lake, Coon Island Loop, Devil's Swamp, and Tensas River (areas within and upstream of Tensas National Wildlife Refuge), Ouachita River (areas within and upstream of the Upper Ouachita National Wildlife Refuge), Wham Brake drainage (Staulkinghead Creek, Little Bayou Boeuf, Bayou Lafourche and Lake Irwin).

NWP 45. *Repair of Uplands Damaged by Discrete Events:*

No regional conditions are proposed.

NWP 46. *Discharges in Ditches:*

No regional conditions are proposed.

NWP 47. *[Reserved]***NWP 48. *Existing Commercial Shellfish Aquaculture Activities:***

No regional conditions are proposed.

NWP 49. *Coal Remining Activities:*

No regional conditions are proposed.

NWP 50. *Underground Coal Mining Activities:*

No regional conditions are proposed.

NWP 51. *Land-Based Renewable Energy Generation Facilities:*

No regional conditions are proposed.

NWP 52. *Water-Based Renewable Energy Generation Pilot Projects:*

No regional conditions are proposed.

NWP-53. *Removal of Low-Head Dams*

No regional conditions are proposed.

NWP-54. *Living Shorelines*

No regional conditions are proposed.

New NWP A. *Seaweed Mariculture Activities*

No regional conditions are proposed.

New NWP B. *Finfish Mariculture Activities*

No regional conditions are proposed.

New NWP C. *Electric Utility Line and Telecommunication Activities*

No regional conditions are proposed.

New NWP D. *Utility Line Activities for Water and Other Substances*

No regional conditions are proposed.

New NWP E. *Water Reclamation and Reuse Facilities*

No regional conditions are proposed.

PART III - WATER QUALITY REGIONAL NWPS CONDITIONS FOR "INDIAN COUNTRY" LANDS

The Environmental Protection Agency (EPA) is the agency required to address water quality certification of the 2020 nationwide permits (NWPs) in Indian country¹ where a tribe has not received treatment in the same manner as a state for the Clean Water Act (CWA) Section 401 program. Tribes which have received treatment in the same manner as a state (TAS) for the water quality standards and §401 certification programs and which have EPA-approved water quality standards will be contacted by the Corps of Engineers for the water quality certification process. EPA is the agency required to address water quality certification for tribes that have not received TAS for the water quality standards and 401 certification programs. At this time, no Indian tribes in Louisiana have CWA Section 401 authority.

1. The permittee shall conduct all work in such a manner to comply with all U.S. Army Corps of Engineers §404 permit conditions.
2. The permittee shall keep a copy of this certification with conditions at the project site during all phases of construction. All contractors or subcontractors involved in the project must be provided a copy of this certification prior to commencement of activities.
3. All heavy equipment used in the project areas shall be steam cleaned before the start of the project and inspected daily for leaks. Leaking equipment must not be used in or near surface water or in a wetland area. Equipment shall be parked outside the waterbody when not in use.
4. All fuels, oil, hydraulic fluid, or other substances of this nature must not be stored, temporarily or otherwise, within the normal floodplain or the wetland. A secondary containment system for these items shall be used in the event the primary containment system leaks. Refueling or servicing of equipment must not take place within 100 feet of any watercourse or within the wetland area.
5. The construction area shall be protected such that a runoff event will not move soil or contaminants to surface water or away from the construction site. These measures shall be in place prior to the commencement of activities and inspected daily.
6. Temporary mats must be placed on stream banks, riparian areas, and wetlands, to minimize impacts to soil and vegetation from heavy equipment. Temporary access roads must be restored to pre-project conditions.

¹ "Indian Country", as defined in 18 U.S.C. 1151, means: (1) all land within the limits of any Indian reservation under the jurisdiction of the United States government, not withstanding the issuance of any patent, and including rights-of-way running through the reservation; (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a State; and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

7. All asphalt, concrete, and other construction materials must be properly handled and contained to prevent releases to the stream channels. All concrete that is to be poured must be fully contained in mortar-tight forms to prevent accidental releases to surface water or ground water. No discharge of any concrete to surface water or ground water may occur. Dumping of waste materials near watercourses is strictly prohibited.
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9. When working in a stream channel, flowing water must be temporarily diverted around the work area to minimize sedimentation and turbidity problems. Acceptable diversion structures are non-erosive and include (but are not limited to) sand bags, water bladders, concrete barriers lined with plastic, and flumes.
10. The permittee shall restore all areas disturbed by construction activities to pre-project conditions. This shall include restoration of surface contours, stabilization of the soil, and restoration of appropriate native vegetation to establish permanent cover.

**CERTIFICATION OF COMPLIANCE
WITH DEPARTMENT OF THE ARMY PERMIT**

Nationwide Permit Number: NWP 3

Identification Number: MVK-2022-844

Name of Permittee: Mr. Adrian Lumpkin
Pearl River County Board of Supervisors

Issued Date: 04/18/2023

Evaluator Name: Ms. Jennifer Brown

Expiration Date: 03/14/2026

Compliance Location: **St. Tammany Parish, Louisiana and Pearl
River County, Mississippi; Confluence of
Wilson's Slough and Pearl River;
Approximate Coordinates: 30.568396
-89.808893**

Upon completion of the activity authorized by this permit, sign this certification and return it to the following address:

USACE, Vicksburg District
ATTN: Regulatory Division
4155 Clay Street
Vicksburg, Mississippi 39183-3435

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit modification, suspension, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit including any required mitigation.

Date Work was Completed: _____

Signature of Permittee

Date Signed

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Adrian Lumpkin, Pearl River Co. Bd. of Supervisors		File No.: MVK-2022-844	Date: 04/18/2023
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
X	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is *already* in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

USACE-Vicksburg District
Regulatory Division
Attn: Jennifer Brown
4155 Clay Street
Vicksburg, MS 39183-3435
(601) 631-5591

If you only have questions regarding the appeal process you may also contact the Division Engineer through:

Administrative Appeals Review Officer
Mississippi Valley Division
P.O. Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
601-634-5820 FAX: 601-634-5816

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:
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ORDER TO APPROVE CONSENT AGENDA ITEMS

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

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

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

- A. Election Commissioners requesting an additional 5 days be added to their allotted work days.
- B. Pearl River County School District 16th Section Lease
- C. Payment for the Capital One Spark Business card in the amount of \$1,065.84.
- D. Coast Electric's request for staging areas in Pearl River County for 2023 if needed.
- E. Acknowledge Notice of Public Hearing from Harrison County Utility Authority to be held at 9:00 a.m. on June 15, 2023 proposing to amend its Solid Waste Management Plan

Ordered and adopted, this the 1st day of May, 2023.

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

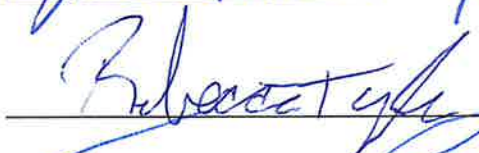
Voting NAY: None

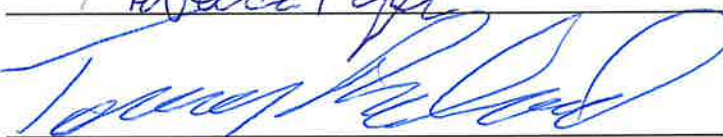
Date: April 26, 2023
To: Pearl River County Board of Supervisors
From: Pearl River County Election Commission

We, the Pearl River County Election Commission, are requesting an additional 5 days be added to our allotted work days.

Thank you,

 District 1

 District 2

 District 3

 District 4

 District 5



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 21st
day of April, 2023 by and between the LESSOR,

PEARL RIVER COUNTY SCHOOL DISTRICT

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

and LESSEE,

REDEMPTION CHURCH OF PICAYUNE

107 JOE SMITH ROAD

CARRIERE, MS 39426

(601) 273-3946

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 6S 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 21st day of April, 2023, and terminating on the 20th day of April, 2048 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be April 21st 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 April 21, 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 Two Thousand Six Hundred dollars (\$ 2600.00) 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 distraint 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:

REDEMPTION CHURCH OF PICAYUNE

107 JOE SMITH ROAD

CARRIERE, MS 39426

(601) 273-3946

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 (or 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.

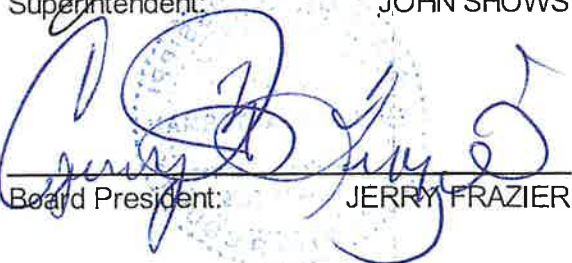
IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 1st day of MAY, 2023

Signed, Sealed and Delivered in the Presence of:

LESSOR:

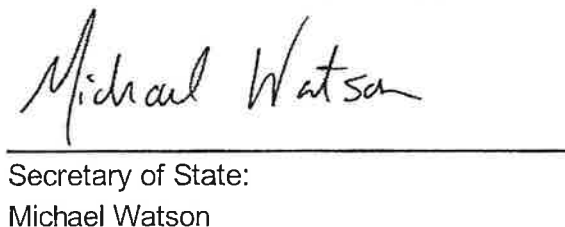
PEARL RIVER COUNTY SCHOOL
DISTRICT
School District


Superintendent: JOHN SHOWS


Board President: JERRY FRAZIER

LESSEE:**APPROVED:**


President: _____


Secretary of State:
Michael Watson

Printed Name: _____

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this day of , 2 , within my jurisdiction, the within named JOHN SHOWS, Superintendent of Schools and JERRY FRAZIER, school board President of the PEARL RIVER COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the PEARL RIVER COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Sherr Quarterman
Printed Name: Sherr Quarterman
(Notary Public)
My Commission Expires: June 11, 2026



Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for the said county and state, on this the 1st day of MAY, 2023, within my jurisdiction, the within named SANDY KANE SMITH, who acknowledged to me that he / she is the President of the Board of Supervisors of PEARL RIVER County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Melinda Bowman
Printed Name: MELINDA BOWMAN
(Notary Public)
My Commission Expires: JAN 1, 2024



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

COMMENCING AT SW CORNER OF 16-6S-16W, THENCE N 89 DEGREES 47 MINUTES 04 SECONDS E ALONG THE S LINE OF SECTION 16 AT A DISTANCE OF 698.36 FT FOR THE PT OF BEGINNING (PT LOCATED ON E MARGIN OF SALEM OAKS RD); THENCE N 59 DEGREES 58 MINUTES 14 SECONDS W ALONG THE E MARGIN OF SAID RD 201.27 FT TO A FENCE CORNER; THENCE N 01 DEGREES 14 MINUTES 39 SECONDS W ALONG THE E MARGIN OF SAID SALEM OAKS RD 504.53 FT TO A PT ON THE S MARGIN OF MISS HWY 43; THENCE N 84 DEGREES 17 MINUTES 46 SECONDS E ALONG SAID MARGIN OF HWY 43 A DISTANCE OF 233.37 FT; THENCE LEAVING HWY S 628.16 FT TO A PT ON THE S LINE OF SECTION 16 AND THE N LINE OF SALEM OAKS SUBDIVISION; THENCE S 89 DEGREES 47 MINUTES 04 SECONDS W ALONG THE S LINE OF SECTION 16 A DISTANCE OF 47 FT TO THE PT OF BEGINNING, THIS PACEL CONTAINING 3 ACRES AND BEING A PART OF SW4 OF SW4

EXHIBIT "B": ADDITIONAL PROVISIONS

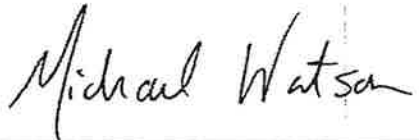
Church

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 REDEMPTION CHURCH OF PICAYUNE as LESSEE with a rent amount of \$ 2600.00 dated 21st day of April, 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

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

April 26, 2023

Board of Supervisors,

Please approve the payment for the Capital One Spark Business card. The amount due is \$1065.84. All attachments are included.

Thanks,

Adrain



Spark Cash Select credit card | Visa Signature Business ending in 3298
Mar 27, 2023 - Apr 25, 2023 | 30 days in Billing Cycle

Payment Information

Payment Due Date **May 20, 2023**
For online and phone payments, the deadline is 8pm ET.

New Balance **\$970.84**
Minimum Payment Due **\$15.00**

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	11 Years	\$2,346
\$38	3 Years	\$1,371
Estimated savings if balance is paid off in about 3 years: \$975		

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

Account Summary

Previous Balance	\$0.00
Payments	\$0.00
Other Credits	\$0.00
Transactions	+ \$970.84
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	= \$970.84
Credit Limit	\$5,000.00
Available Credit (as of Apr 25, 2023)	\$4,029.16
Cash Advance Credit Limit	\$2,500.00
Available Credit for Cash Advances	\$2,500.00

Rewards Summary

Rewards as of: 04/24/2023

Rewards Balance
\$388.46

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

Previous Balance	Earned This Period	Redeemed this period
\$373.89	\$14.57	\$0.00

001-100 - 475 875.84
001-205 - 524 190.00

Account Notifications

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

Pay or manage your account at capitalone.com

Customer Service: 1-800-867-0904

See reverse for Important Information



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: **May 20, 2023**

Account ending in 3298

New Balance **\$970.84**
Minimum Payment Due **\$15.00**
Amount Enclosed \$ _____

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

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



1 4154179041953298 25 0970840159530015003

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

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

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

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

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.
2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

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

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

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

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

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

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

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

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

In your letter, give us the following information:

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

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

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
 - 2) You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 10/01/2020



Pay online at capitalone.com



Pay using the Capital One mobile app



Customer Service 1-800-867-0904

Changing your mailing address?

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

Any written request on this form will not be honored.

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

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

When will you Credit My Payment?

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



Spark Cash Select credit card | Visa Signature Business ending in 3298
Mar 27, 2023 - Apr 25, 2023 | 30 days in Billing Cycle

Transactions

Visit capitalone.com to see detailed transactions.

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

Trans Date	Post Date	Description	Amount
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ADRAIN P LUMPKIN JR #3298: Transactions

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

Mar 25	Mar 27	BOOSTLINGO,LLCWWW.BOOSTLINGTX	\$95.00
--------	--------	-------------------------------	---------

Mar 30	Apr 1	BEAU RIVAGE - ADV DEP8552755733MS	\$875.84
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ADRAIN P LUMPKIN JR #3298: Total Transactions			\$970.84
---	--	--	----------

Total Transactions for This Period			\$970.84
------------------------------------	--	--	----------

Fees

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

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

Interest Charged

Interest Charge on Purchases	\$0.00
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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
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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	



Pending Transactions

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Pending	BOOSTLINGO,LLC	Merchandise	Adrain L. ...3298	\$95.00
Total:				\$95.00



Receipt

Invoice number E5283B31-0016
Receipt number 2725-2262
Date paid March 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 March 25, 2023

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



Receipt

Invoice number E5283B31-0017
Receipt number 2017-9379
Date paid April 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 April 25, 2023

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



Coast Electric
POWER ASSOCIATION

A Touchstone Energy* Cooperative 

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

April 26, 2023

Pearl River County Board of Supervisors,

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

With this large area of the land mass, it is imperative that Coast Electric Power Association have ample areas to use as staging sites. In this matter, we would like to ask that you allow us, Coast Electric Power Association, to enter into an agreement with Pearl River County, for the use of the following county properties as possible staging sites or material staging sites for 2023.

Staging Area's Requested:

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

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

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

Sincerely,

Tyler Green

Coast Electric Power Association

Storm Logistics Coordinator

O: 601.889-5113

C: 601.916.5109

E: tylergreen@coastepa.com

Andrew "FoFo" Gilich, Mayor, City of Biloxi
Russell Quave, Mayor, City of D'Iberville
Billy Hewes, Mayor, City of Gulfport

Board of Directors

George L. Bass, Mayor, City of Long Beach
R. James "Jimmy" Rafferty, Mayor, City of Pass Christian
Connie Rockco, Supervisor, Harrison County
Marlin Ladner, Supervisor, Harrison County

Executive Director
John L. Wilson, P.E.

April 21, 2023

Mr. Adrain Lumpkin
County Administrator Pearl River County Board of Supervisors
PO Box 569
Poplarville, Ms. 39470

Dear Mr. Lumpkin,

Please take notice that the Harrison County Utility Authority is proposing to amend its local Solid Waste Management Plan to include the expansion of site and additional counties of a Class I and Class II nonhazardous rubbish site (Hurricane Creek Rubbish and Recycling Landfill former Williams landfill, located 17500 Hwy 15, Saucier MS 39574. In addition, Lamey Brothers Landfill Class II nonhazardous landfill, site expansion located at 17346 Road 510 of Harrison County Biloxi, Ms. 39532. Both proposed amendments, copies attached, is available for public inspection during normal business hours in the office of the Authority's Executive Director, Mr. John Wilson, Harrison County Utility Authority, 10271 Express Drive, Gulfport, MS 39503; telephone: 228-868-8752.

A Public hearing concerning the proposed amendment will be held at 9 A.M. on June 15, 2023 in the Board Room of the Harrison County Utility Authority.

This notice is provided to you, pursuant to Mississippi Code Annotated s 17-17-227, which requires the Authority to notify adjacent counties of its Solid Waste Plan modification and to make such plan available for review by the Board of Supervisors of each county.

Should you or your county's supervisors have any questions, please contact this office.

Respectfully yours,



Alan Lane
Solid Waste Manager
Harrison County Utility Authority

NOTICE OF PUBLIC HEARING CONCERNING MODIFICATION TO LOCAL SOLID WASTE MANAGEMENT PLAN OF HARRISON COUNTY UTILITY AUTHORITY

The Harrison County Utility Authority has expressed its intention to modify its existing local solid waste management plan as described herein. The plan, entitled "Harrison County Solid Waste Plan 2017", was adopted pursuant to the Nonhazardous Solid Waste Planning Act of 1991, Mississippi Code Annotated 17-17-201 to 235, and approved by the MS Commission of Environmental Quality.

DESCRIPTION OF PROPOSED MODIFICATION TO THE PLAN

The proposed modification would allow expansion of a 21-acre nonhazardous Class I Rubbish disposal site Hurricane Creek Rubbish and Recycling formally Don Williams Landfill, on a 40-acre total parcel of land increased to 36 acres permitted total property being 70.1 acres, being generally located at 17500 Hwy. 15, Saucier MS 39574, in Section 7, Township 6 South, Range 9 West of Harrison County. The proposed modification has been requested by the owner/operator of the facility, Mr. Beau Brian, 17500 Hwy 15, Saucier MS, 39574: telephone (225-485-4220).

The Landfill will accept only nonhazardous Class I and Class II rubbish generated from residential, commercial, industrial, and other sources such as construction, demolition and landscaping activities generated within the service area Harrison, Jackson, George, Stone, Hancock, and Pear River Counties in Ms.

The documents relating to the modification are available for inspection and review during normal business hours in the offices of the Harrison County Utility Authority, Mr. John Wilson, Executive Director, located at 10271 Express Drive, Gulfport MS, 39503: telephone 228-868-8752.

PUBLIC HEARING

A public hearing concerning the proposed modification to the Solid Waste Plan for Harrison County Utility Authority will be held at 9:00 A.M. local time on June 15, 2023, in the board room of the Harrison County Utility Authority.

The purpose of the hearing is to receive public comment on the proposed modification. Each person attending the public hearing will be asked to register. Anyone wishing to comment will be allowed to make a statement. All comments made during the public hearing will be made a part of the file in this matter. Comments not offered at the hearing must be presented in writing during a 30-day comment period, beginning May 2, 2023 and ending June 3, 2023. Written comments and/or requests for additional information concerning the proposed modification should be addressed to Mr. John Wilson, Executive Director, Harrison County Utility Authority; 10271 Express Drive, Gulfport, MS 39503.

The Authority may modify the proposed modification based upon public comments received. If the Authority approves the proposed modification, the Authority will submit it to the MS Commission of Environmental Quality for review. If the Commission approves the modification, it will become part of the existing local solid waste plan.



ENGINEERING
ASSOCIATES, INC.
 CONSULTING ENGINEERS

March 22, 2023

Project No. 22523

Mr. John Wilson
 Executive Director
 Harrison County Utility Authority
 10271 Express Drive
 Gulfport, MS 39503

RE: Don Williams Class I Rubbish Landfill
(Proposed Hurricane Creek Rubbish and Recycling Landfill)
17500 Highway 15
Saucier, MS (Harrison County)
MDEQ Certificate No. R1-100

Dear John:

I and Beau Brian of Trinity Business Group previously met with you and Alan Lane regarding the Don Williams Landfill. As you are aware, the landfill is currently permitted through the Mississippi Department of Environmental Quality (MDEQ) as a Class I Rubbish Landfill. The landfill has never opened/commenced operations.

As discussed in our previous meetings, the viability of the Don Williams Landfill is dependent upon a horizontal and vertical expansion of the landfill and an increase in the service area of the landfill to include adjacent counties. To that end, the Harrison County Utility Authority previously provided a Letter of No Objection regarding expansion of the currently permitted landfill disposal area and expansion of the service area.

We recently received correspondence from Alan of your office requesting that an "Applicant Request Form For Amendment To The Local Solid Waste Management Plan" be prepared and submitted to your office. Two copies of the Request Form are provided herewith. Please be aware that Trinity Business Group intends to operate the landfill under the name of Hurricane Creek Rubbish and Recycling, which is owned by Hurricane Creek Rubbish and Recycling, LLC.

CIVIL • ENVIRONMENTAL • LAND SURVEYING

03-23\22523\Wilson.032123

1538 Delplaza Drive
Baton Rouge, LA 70815

Telephone: 225.926.2025

Facsimile: 225.926.2033

Mr. Wilson

2

March 21, 2023

We appreciate the assistance provided by you and by Alan regarding this matter. As documented in the attached Request Form, Hurricane Creek Rubbish and Recycling will serve to assist Harrison County in its solid waste disposal and recycling objectives, and we are confident that its operations will be of significant benefit to Harrison County and surrounding counties.

Should you or Alan have any questions or if we can provide additional information, please give me a call or Mr. Beau Brian of Hurricane Creek Rubbish and Recycling at 225-485-4200.

Sincerely,

ENGINEERING ASSOCIATES, INC.



Stephen J. Burnham, P.E.
President

C/encl

Mr. Beau Brian, Hurricane Creek Rubbish and Recycling, LLC
Mr. Alan Lane, Harrison County Utility Authority



APPLICANT REQUEST FORM FOR AMENDMENT TO THE LOCAL SOLID WASTE MANAGEMENT PLAN

This form should be completed by any persons seeking to locate a new/expanded solid waste management facility or to modify the existing operations or service area of a facility. The completed form should be submitted to the appropriate local government officials for consideration as a proposed amendment to the approved local plan. Be advised that local officials may request or require additional information in order to assist in their decision-making process. A copy of this request form should also be forwarded to the MDEQ at the address shown on the second page of this form at the time it is submitted to the local government.

1. Name of Applicant: Trinity Business Group, LLC
2. Mailing Address of Applicant: 5800 One Perkins Place, Ste. 6A
City: Baton Rouge State: LA Zip: 70808
3. Contact Person: Beau Brian Telephone No.: (225) 485-4220
4. Name of Facility: Hurricane Creek Rubbish and Recycling, LLC (Formerly Don Williams Landfill)
5. Indicate type of facility:

☐ Municipal Solid Waste Landfill	☐ Transfer Station
☐ Industrial/Other Landfill	☐ Processing Facility
☒ Class I Rubbish Site	☐ Composting Facility
☐ Class II Rubbish Site	☐ Land Application Site(s)
☐ Waste Tire Facility (describe): _____	
☐ Other facility (describe): _____	
6. Will the proposed facility be Commercial or Non-Commercial? Commercial
[Note: A commercial facility means any facility which manages solid waste for compensation or which accepts solid waste from more than one generator not owned by the facility owner.]
7. Physical address of facility: 17500 Highway 15, Saucier, MS 39574
8. Section: 7 Township: 6 South Range: 9 West County: Harrison
9. Attach topographic quadrangle map depicting the location of the proposed site separately.
10. Name of Landowner: Estate of Don Williams under contract to Trinity Business Group, LLC
Mailing Address: 5800 One Perkins Place, Ste. 6A Baton Rouge, LA 70808
Telephone No. of Landowner: Contact: Beau Brian (225-485-4220)
11. Request Type: ☐ New Facility ☒ Expansion of Existing Facility
☐ Other Modification (describe): _____
12. Proposed size of the facility: (a) proposed disposal/waste management in area (in acres): 21 permitted plus 15 proposed
(b) total property area (in acres): 70.1 Acres
13. Describe the wastes to be received at the site. If wastes are to be received from a single or limited source(s), please include the industry's name(s) or other source's name(s): Class I Rubbish

--continues on back--

APPLICANT REQUEST FORM (continued)

14. Provide a description of the proposed service area. Generally, the service area should be described either in terms of the cities, counties, or states from which the wastes will originate or by some radius (in miles) from the facility boundary or another selected boundary (e.g. county line): Currently Harrison County. The service area will be expanded to include the immediately adjacent counties of Hancock, Jackson, Pearl River, Stone, and George.
15. Does the applicant currently own or operate any other solid waste management facilities within the proposed service area?
 Yes ☐ No ☒ If yes, what are the name and types of facilities and their locations: _____
16. According to Miss. Code Ann. Section 17-17-227, each local solid waste management plan must include a determination of need by the local government submitting the plan for any proposed new or expanded solid waste management facility. To assist in this determination, a demonstration of need should generally be prepared by the applicant and provided to the local government for review and consideration. The demonstration should be attached to this form as a separate sheet and must include each of the following items:
- i. Verification that the proposed facility meets needs identified in the approved local nonhazardous solid waste management plan which shall take into account quantities of municipal solid waste generated and the design capacities of existing facilities. See Attachment A
 - ii. Certification that the proposed facility complies with local land use and zoning requirements, if any;
See Attachment B
 - iii. Demonstration, to the extent possible, that the operation of the proposed facility will not negatively impact the waste reduction strategy of the local government submitting the plan;
See Attachment C
 - iv. Certification that the proposed service area of the proposed facility is consistent with the local nonhazardous solid waste management plan; and
See Attachment D
 - v. A description of the extent to which the proposed facility is needed to replace other facilities.
See Attachment E
17. Certification

To the best of my knowledge and belief, I certify that the information provided in this application, including attachments, is true, accurate, and correct. I further certify that I possess the authority to request this solid waste plan amendment.

Blair Brian

Name of authorized representative (Please type or print)

GM/Owner

Title of authorized representative (Please type or print)

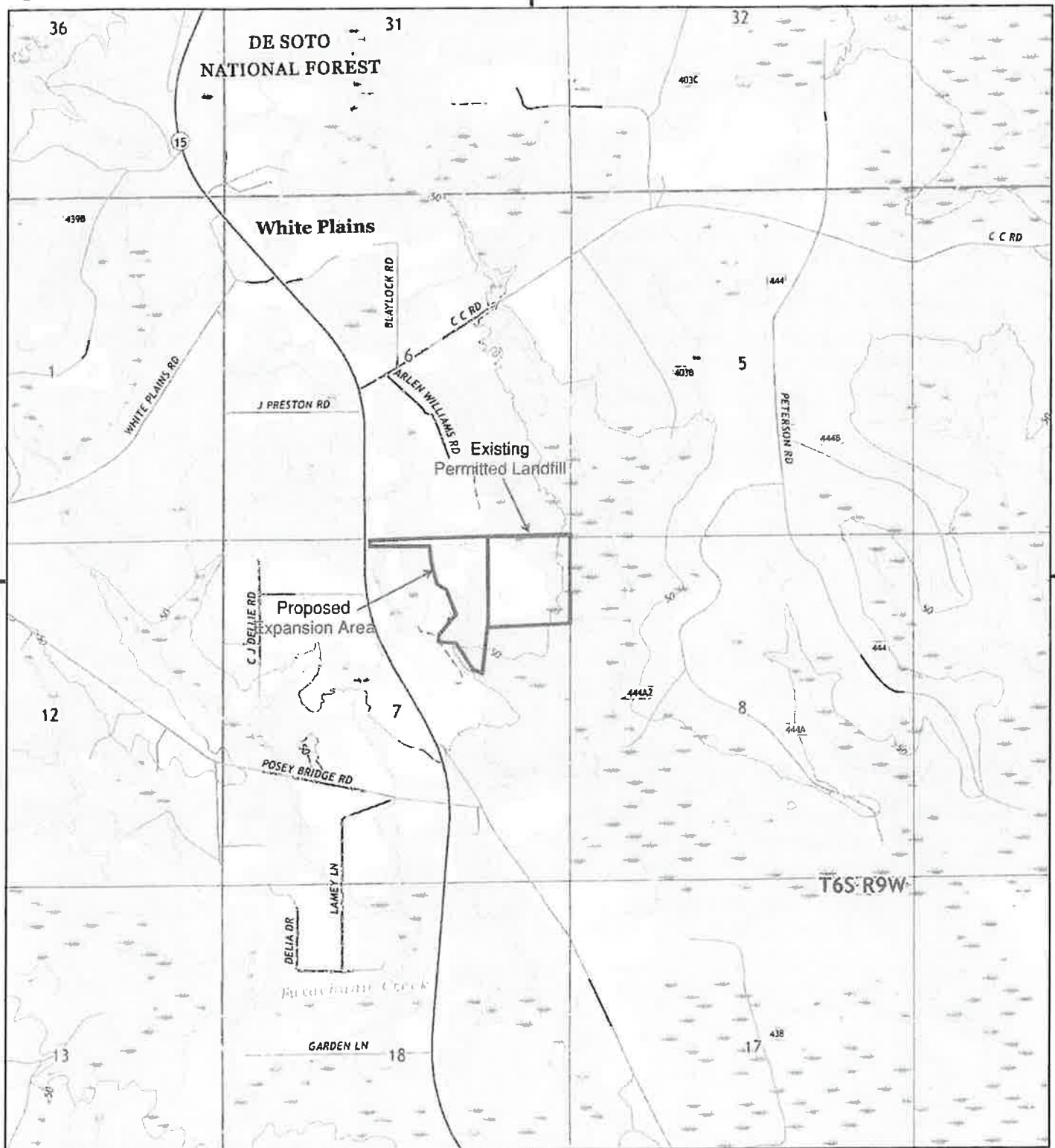
[Signature]

Signature of authorized representative

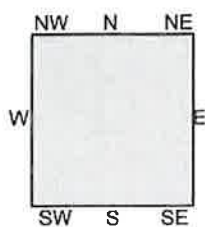
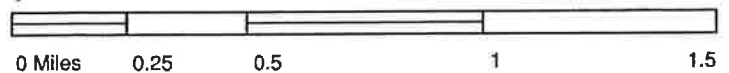
3/21/23

Date

FIGURES



This report includes information from the following map sheet(s).



TP, White Plains, 2020, 7.5-minute

SITE NAME: Don Williams Disposal Facility
 ADDRESS: 17500 Highway 15
 Biloxi, MS 39532
 CLIENT: Engineering Associates Inc.





INQUIRY #: 7069508.11

YEAR: 2016

— = 500'



NOTICE OF PUBLIC HEARING CONCERNING MODIFICATION TO LOCAL SOLID WASTE MANAGEMENT PLAN OF HARRISON COUNTY UTILITY AUTHORITY

The Harrison County Utility Authority has expressed its intention to modify its existing local solid waste management plan as described herein. The plan, entitled "Harrison County Solid Waste Plan 2017", was adopted pursuant to the Nonhazardous Solid Waste Planning Act of 1991, Mississippi Code Annotated 17-17-201 to 235, and approved by the MS Commission of Environmental Quality.

DESCRIPTION OF PROPOSED MODIFICATION TO THE PLAN

The proposed modification would allow expansion of a 46.1-acre nonhazardous Class II Rubbish disposal site Lamey Brothers Inc Class II Rubbish Landfill, on a 71.6-acre total parcel of land, being generally located at 17346 Road 510 of Harrison County Section 09 Township 06 south Range 10 west. The proposed modification has been requested by the owner/operator of the facility, Mr. Cleve Lamey 15400 Wilson Road Ocean Springs, Ms. 39564 (228-381-0457)

The Landfill will accept only nonhazardous Class II rubbish generated from commercial and other sources such as brick, mortar, concrete, stone, asphalt, tree limbs, stumps, leaves, natural vegetation, and other materials allowed under MDEQ Class II designation, activities generated within the service area Harrison and Jackson Counties in Ms.

The documents relating to the modification are available for inspection and review during normal business hours in the offices of the Harrison County Utility Authority, Mr. John Wilson, Executive Director, located at 10271 Express Drive, Gulfport MS, 39503: telephone 228-868-8752.

PUBLIC HEARING

A public hearing concerning the proposed modification to the Solid Waste Plan for Harrison County Utility Authority will be held at 9:00 A.M. local time on June 15, 2023, in the board room of the Harrison County Utility Authority.

The purpose of the hearing is to receive public comment on the proposed modification. Each person attending the public hearing will be asked to register. Anyone wishing to comment will be allowed to make a statement. All comments made during the public hearing will be made a part of the file in this matter. Comments not offered at the hearing must be presented in writing during a 30-day comment period, beginning May 2, 2023, and ending June 3, 2023. Written comments and/or requests for additional information concerning the proposed modification should be addressed to Mr. John Wilson, Executive Director, Harrison County Utility Authority; 10271 Express Drive, Gulfport, MS 39503.

The Authority may modify the proposed modification based upon public comments received. If the Authority approves the proposed modification, the Authority will submit it to the MS Commission of Environmental Quality for review. If the Commission approves the modification, it will become part of the existing local solid waste plan.

APPLICANT REQUEST FORM FOR AMENDMENT TO THE LOCAL SOLID WASTE MANAGEMENT PLAN

This form should be completed by any persons seeking to locate a new/expanded solid waste management facility or to modify the existing operations or service area of a facility. The completed form should be submitted to the appropriate local government officials for consideration as a proposed amendment to the approved local plan. Be advised that local officials may request or require additional information in order to assist in their decision-making process. A copy of this request form should also be forwarded to the MDEQ at the address shown on the second page of this form at the time it is submitted to the local government.

1. Name of Applicant: Lamey Brothers Trucking, Inc.
2. Address of Applicant: 15400 Wilson Road
City: Ocean Springs State: MS Zip: 39564
3. Contact Person: Sharon Dimitry Telephone No.: (228) 374-1211
4. Name of Facility: Lamey Brothers Inc. Class II Rubbish Landfill
5. Indicate type of facility:

☐ Municipal Solid Waste Landfill ☐ Industrial/Other Landfill ☐ Class I Rubbish Site ☒ Class II Rubbish Site ☐ Waste Tire Facility (describe) _____ ☐ Other facility (describe) _____	☐ Transfer Station ☐ Processing Facility ☐ Composting Facility ☐ Land Application Site(s)
--	--
6. Will the proposed facility be Commercial or Non-Commercial? Commercial
[Note: A commercial facility means any facility which manages solid waste for compensation or which accepts solid waste from more than one generator not owned by the facility owner.]
7. Physical address of facility: 0 Highway 67
8. Section: 9 Township: 6 South Range: 10 West County: Harrison
9. Attach topographic quadrangle map depicting the location of the proposed site separately.
10. Name of Landowner: Lamey Brothers Trucking, Inc.
 Address: 15400 Wilson Road, Ocean Springs, MS 39564
 Telephone No. of Landowner: (228) 381-0457
11. Request Type: ☐ New Facility ☒ Expansion of Existing Facility
☐ Other Modification (describe) _____
12. Proposed size of the facility: (a) proposed disposal/waste management in area (in acres): 46.1 Acres (18.6 Ac Expansion)
 (b) total property area (in acres): 71.6 Acres
13. Describe the wastes to be received at the site. If wastes are to be received from a single or limited source(s), please include the industry's name(s) or other source's name(s): Brick, mortar, concrete, stone, asphalt, tree limbs, stumps, leaves,
natural vegetation, and other materials allowed under the MDEQ Class II designation. See attached Lamey Brothers Trucking
Class II Rubbish Pit Current Client List.

APPLICANT REQUEST FORM (continued)

14. Provide a description of the proposed service area. Generally, the service area should be described either in terms of the cities, counties, or states from which the wastes will originate or by some radius (in miles) from the facility boundary or another selected boundary (e.g. county line): Customers consist of landscapers, tree service companies, and contractors within Harrison and Jackson Counties.

15. Does the applicant currently own or operate any other solid waste management facilities within the proposed service area?
 Yes _____ No X If yes, what are the name and types of facilities and their locations: _____

16. According to Miss. Code Ann. Section 17-17-227, each local solid waste management plan must include a determination of need by the local government submitting the plan for any proposed new or expanded solid waste management facility. To assist in this determination, a demonstration of need should generally be prepared by the applicant and provided to the local government for review and consideration. The demonstration should be attached to this form as a separate sheet and must include each of the following items:

- i. Verification that the proposed facility meets needs identified in the approved local nonhazardous solid waste management plan which shall take into account quantities of municipal solid waste generated and the design capacities of existing facilities;
- ii. Certification that the proposed facility complies with local land use and zoning requirements, if any;
- iii. Demonstration, to the extent possible, that the operation of the proposed facility will not negatively impact the waste reduction strategy of the local government submitting the plan;
- iv. Certification that the proposed service area of the proposed facility is consistent with the local nonhazardous solid waste management plan; and
- v. A description of the extent to which the proposed facility is needed to replace other facilities.

17. Certification

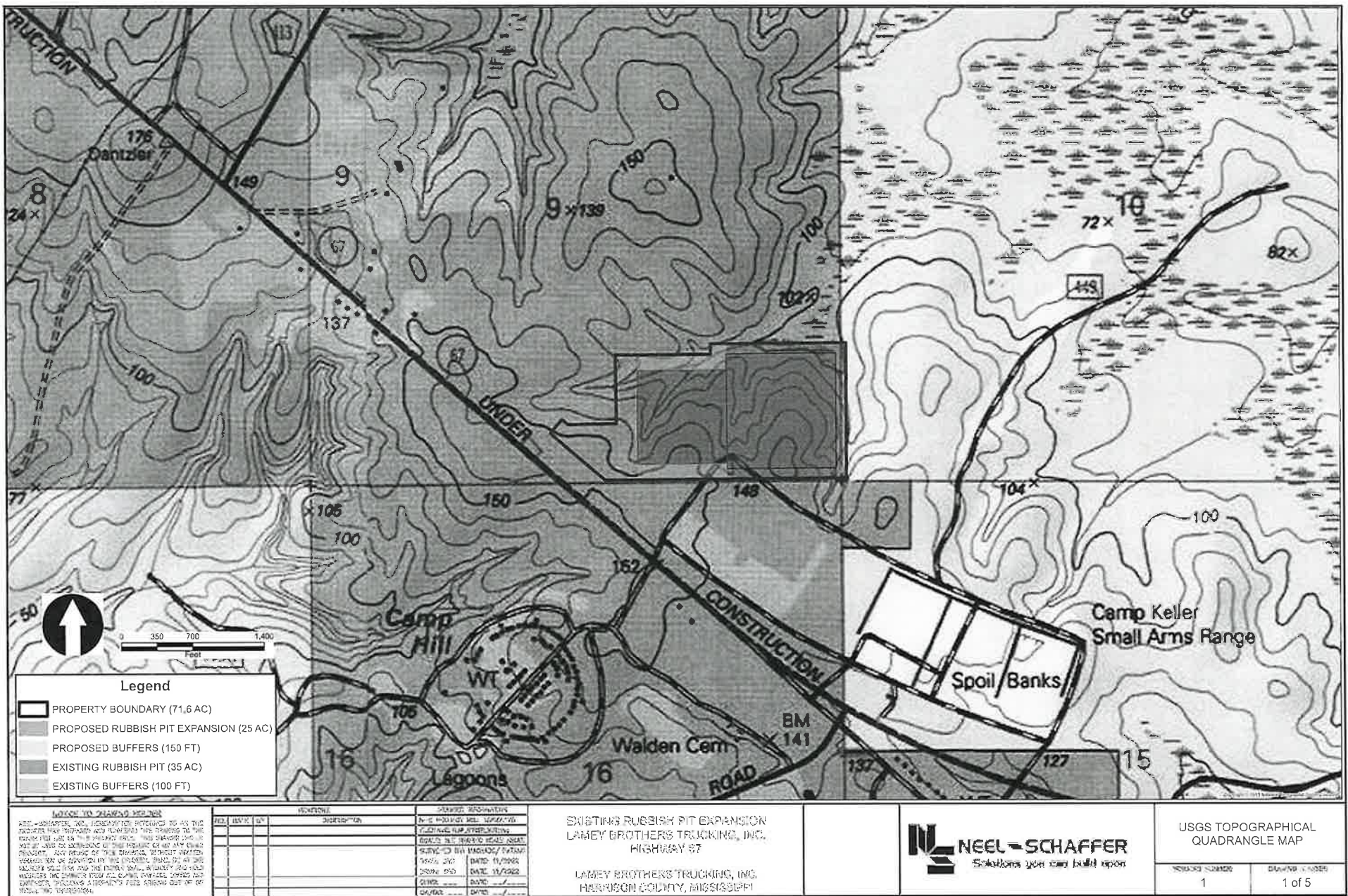
To the best of my knowledge and belief, I certify that the information provided in this application, including attachments, is true, accurate, and correct. I further certify that I possess the authority to request this solid waste plan amendment.

Sharon Dimitry
 Name of authorized representative (Please type or print)


 Signature of authorized representative

Planner (Neel-Schaffer, Inc.)
 Title of authorized representative (Please type or print)

03-02-2023
 Date



LAMEY BROTHERS TRUCKING CLASS II RUBBISH PIT**CURRENT CLIENT LIST**

Name	Address
Eldridge Excavation	5537 Mason Rd Biloxi, MS 39532
Professional Tree Service	21734 Yankee Town Rd Saucier, MS 39574
Southern Mississippi Landscape	8916 Live Oak Ave Ocean Springs, MS 39564
The Tree Guys	11060 Landon Lake Blvd, Gulfport, MS 39503
Out on a Limb	9 Fleetwood Place, Ocean Springs, MS 39564
Wrights Tree Service	7805 McCann Rd Biloxi, MS 39532
Bobcat Tree Work LLC	14940 Cablebridge Rd, Gulfport, MS 39503
Southern Tree and Turf	139 Central Avenue, Long Beach, MS 39560
Coastal Scapes Tree Service	10520 Oak Street Ocean Springs, MS 39565
Matts Tractor Lawn Service, LLC	11809 Jim Ramsay Rd Vancleave, MS 39565
The Tree Service LLC	2430 Airey Tower Rd Saucier, MS 39574
Coastal Lawn and Garden	759 Whitney Drive Biloxi, MS 39532
Henske Tree Sevices	31 Saint Jude Rd Perkinston, MS 39573
Knight's Lumber & Construction	20343 Jones Mill Rd. Long Beach, MS 39573
Nails Ground & Irrigation	14614 Goff Street Biloxi, MS 39532
Triumph Tree Service	7200 Hollee Drive, Biloxi, MS39532
Greater Grounds	16117 Big Ridge Rd Biloxi, MS 39532
JMK Landscaping LLC	15420 Dobson Rd, Dilberville, MS 39540
Advanced Contracting Service	24080 Anne Saucier Rd, Gulfport, MS 39503
Parker Excavation	6717 Woodlake Lane, Ocean Springs, MS 39565
Stem to Stern Lawn Care	19738 Savannah Sheet Biloxi, MS 39532
Ratcliff Tree Service	16426 Three Rivers Road, Biloxi, MS 39532
Greater Gulf Development	4263 Popp's Ferry Rd Dilberville, MS 39540
Coastline Tree Service	10501 Ellis Rd Vancleave, MS 39565
Mow Better	2104 Tammy St. Ocean Springs, MS 39564
Coastal Stump Grinding	14521 Lamey Bridge Rd., Dilberville, MS 39540
Chapman Tree Specialist	15034 Stacey Street, Vancleave, MS 39565
Solution Tree Services LLC	8705 Elm Avenue, Ocean Sprriings, MS 39564
Tree Works LLC	3909 Belemede Drive, Gulfport, MS 39507
Bottom 2 Top Construction	23272 Hwy 49 Saucier, MS 39574
L.J. Construction Inc,	11226 Dobson Rd Gulfport, MS 39503

Application for Lamey Brothers Class II Rubbish Pit Expansion

Introduction: Lamey Brothers Trucking, Inc. is a Mississippi corporation owned and operated by Cleve A. Lamey, Jr. and Augustus Lamey, Sr. The company acquired the existing Surface Mining and Class II Rubbish Pits in 2020 from D.W. Lamey Fill & Trucking Inc. Lamey Brothers Trucking, Inc. has been operational since 2001 with the brothers having a combined work experience of 70 years. The existing Surface Mining and Class II Rubbish Pits are currently operating Monday through Friday from 7:00 a.m. to 5:30 p.m.

The primary customers are tree service companies and land clearing contractors. We have a current list of customers included within the application.

- i. **Demonstration of Need:** The subject property already contains an existing Class II Rubbish Facility which only accepts inert concrete and organic material such as trees. The primary customers are Local tree and land clearing contractors. The Class II Rubbish Facility is a necessary component of local development along the Mississippi Gulf Coast. When lots or larger tracts are cleared for building residential, commercial, or industrial buildings the debris collected will either be burned on site or cleanly and safely deposited at the rubbish facility. The Harrison County 20-year Waste Management Plan shows that the Lamey Rubbish Pit took on 5,483 tons in 2010 alone. An expected increase of 21.8% for Wood/ Yard Waste and 29.0% for Construction/ Demolition debris over the next 20 years. Population growth estimates listed in the management plan show growth at a rate of 0.50% through 2035 indicating a need form more residential construction. This need will result in additional tree removal to clear land for subdivisions.
- ii. **Local land use and zoning compliance:** See attached Planning Commission and Board of Supervisors approval letters.
- iii. **Demonstration of impact to waste reduction strategy:** Lamey Brothers Class II Rubbish Pit allows for yard waste to be accepted at this site rather than being dumped at a sanitary rubbish facility. This is in compliance with the composting section of the "Recycling and Waste Reduction Programs" section of the Harrison County 20-year Waste Management Plan.
- iv. **Proposed Service Area:** Clients served by the Lamey Brothers Class II Rubbish Pit are primarily operating in Harrison and Jackson County. The 20-year Management Plan lists the service areas for the Lamey Pit as Harrison, Hancock, Jackson, & Pearl River Counties.
- v. **Need for replacement of existing facility:** Currently the existing Lamey Brothers Class II Rubbish Pit is at approximately 55 percent capacity necessitating the need for expansion into the existing surface mining pit located to the west of the existing rubbish pit. The existing rubbish pit is accepting approximately 800 tons of debris per month which will further increase the need for the expansion into the existing surface mining pit.

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 Donald Hart, the following order was adopted, to-wit:

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

- A. Jacintha Taylor, Rebecca Taylor, Tommy Breland, R. W. Hanberry, and Michelle Vogt to ECAM day training in Lucedale, MS on May 24
- B. Logan Davis, Taylor Keaton, and Railey Mouton to Corrections Officer Training in Columbia, MS on May 1-19

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None

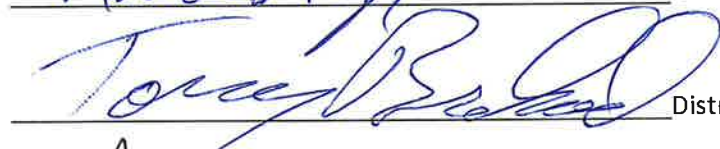
Date: April 26, 2023

To: Pearl River County Board of Supervisors

From: Pearl River County Election Commissioners

We, the Pearl River County Election Commission, are requesting permission to travel to Lucedale, Ms. on May 24th, to attend an ECAM day training.

Thank you,

	District 1
	District 2
	District 3
	District 4
	District 5



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

April 26, 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: Davis, Logan
Keaton, Taylor
Mouton, Railey
What: Corrections Officer Training
When: May 1 – 19, 2023
Where: Columbia Law Enforcement Training Academy
Columbia, MS
Cost: \$1,500.00 (\$500.00 each)

Please make check payable to: Columbia Law Enforcement Training Academy
182 Partnership Way, Suite A
Columbia, MS 39429

All will travel in county assigned vehicle.

Thank you,

David Allison, Sheriff

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEMS

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

A. Poplarville School District Bus Turnaround 2022-2023
addition:

William Odom Road

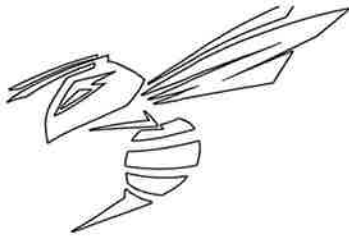
B. Poplarville School District's request for the help of the Pearl River County Road Department assisting with the grading, hauling, and installation of asphalt in the Poplarville Lower Elementary staff parking lot project with Poplarville School District covering cost of materials

C. Discussion and possible purchase of a Sheep Foot Roller

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None



Poplarville School District/Transportation

Jason Jones | Director 603

Christian Cuevas | Administrative Assistant

31 School Bus Circle,, Poplarville, MS 39470

601.795.4728 (p) | 601.795.3102 (f)

www.poplarvilleschools.org

**2022- 2023 School Bus Turnarounds (Board Approved
4/13/23)**

Bus 66 William Odom Rd, Poplarville, MS 39470

BOARD APPROVED

APR 13 2023

Poplarville School District

TRANSPORTATION TURN AROUND FORM

604

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE
SCHOOL YEAR: 2022-2023

OWNER OF PROPERTY: _____

LOCATION OF PROPERTY: William Odom Rd, Poplarville, MS, 39470

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: _____

Brittany Spiers

NAME OF BUS DRIVER: F. Lee Stewart

BUS ROUTE NUMBER: 66 BUS NUMBER: 66

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF
ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE
PROPERTY:

Turn right on Lanell Odom Rd from Restertown Rd
& turn on William Odom Rd on the left

AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE
PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Brittany Spiers
Signature of Property Owner

3/21/23
Date

[Signature]
Signature of Transportation Supervisor

3-27-23
Date

School Board Action:

The POPLARVILLE School Board of Trustees has reviewed the above application for
a school bus turnaround at its meeting on April 13, 2023 and hereby
designates that the driveway/private property located at the above-stated location as being a
designated turnaround and now submits the same to the Pearl River County Board of
Supervisors for their consideration. You are requested to maintain the driveway/private property
leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as
amended.

[Signature]
Signature of Superintendent of Education

4-13-2023
Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby
APPROVED REJECTED by the Pearl River County Board of Supervisors on the
____ DAY OF _____, 20____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.



April 26, 2023

Adrian Lumpkin, County Administrator
Pearl River Board of Supervisors
PO Box 569,
Poplarville, MS 39470

Dear Mr. Lumpkin,

Poplarville School District is requesting the help of the Pearl River County Road Department with the Poplarville Lower Elementary staff parking lot project. This would include assisting us with the grading, hauling, and installation of asphalt in the parking lot. The Poplarville School District will cover the cost of materials.

We would appreciate any assistance you may be able to provide us in this project.

Thank you for your consideration and response to this request.

Sincerely,

Jonathan Necaise
Field of Operations Director

Pearl River County Road Department

To: Board of Supervisors
From: Charlie Schielder
CC:
Date: 04/26/2023
Re: Equipment

Comments: Discussion and possible purchase of a Sheep Foot Roller

Minute Book Text Detail

Book 0232 Page 607 REPAIR ON ROLLER MACHINE WITH PUCKETT

Date 5/ 1/2023

ORDER TO APPROVE THE REPAIR OF ROLLER MACHINE WITH PUCKETT
MACHINERY FOR THE PARTS AND LABOR IN THE AMOUNT OF \$13,403.39

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
repairs of roller machine for Road Department.

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

Be It Ordered by the Pearl River County Board of Supervisors to
approve the repair of roller machine with Puckett Machinery for
the parts and labor in the amount of \$13,403.39. (See attachment)

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None

Absent: Hudson Holliday

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC:
Date: 05/01/2023
Re: Roller repair quote

Comments: Discuss approval for repair on roller machine with Puckett.
\$13,403.39 for parts and labor

Puckett



PROFORMA

Puckett Machinery Company
P.O. Box 321033
Flowood, MS 39232

Flowood
Jackson Truck Service
Gulfport
Natchez
Meridian
Hattiesburg
Brookhaven

(601) 969-6000
(601) 592-0600
(228) 832-1711
(601) 442-1633
(601) 483-4511
(601) 268-2000
(601) 633-5115

609

CUSTOMER

PEARL RIVER COUNTY ROAD 20
MAINTENANCE
PO BOX 569
POPLARVILLE MS 39470

SHIP TO

PROFORMA NUMBER	DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
HB89602	05-01-23	1174100		05	G	111	2	1
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			PROFORMA SEQ. NO.
HB89602	05-01-23	10	10	10				1
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER		METER READING	MACH. ID NO.
AA	CB44B	*CATCB44BVJXL00239*					2222.0	0JXL00239
QUANTITY	ITEM	* N/R	DESCRIPTION			UNIT PRICE		EXTENSION

* * * REPAIR ESTIMATE/QUOTE * * *

EXPIRATION DATE: 05/31/23

REMOVE & INSTALL WIRING HARNESS

GUARANTEED PTS 6603.39 *
GUARANTEED LBR 6300.00 *

SUPPLIES/ENVIRO 500.00 T

YOUR CONTINUED BUSINESS IS IMPORTANT TO US. FOR THIS REASON, YOU MAY BE CONTACTED BY AN INDEPENDENT RESEARCH FIRM TO CONDUCT A PHONE SURVEY. WE APPRECIATE YOUR INPUT ON OUR PERFORMANCE IN OUR EFFORTS TO BETTER SERVE YOU.

* - NOT RETURNABLE

TERMS NET CASH 10TH OF MONTH FOLLOWING INVOICE DATE. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

ACCOUNTS WHICH ARE NOT PAID IN THE MONTH FOLLOWING THE DATE OF STATEMENT ON WHICH A CHARGE FIRST APPEARS WILL BE ASSESSED A DELINQUENCY CHARGE AT THE RATE OF 1.5% PER MONTH. (OPEN ACCOUNTS WILL BE CLOSED WHEN THEY BECOME 60 DAYS OLD)

THIS INVOICE IS SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE HEREOF. SEE PRICE CERTIFICATION TO COUNTIES, CITIES, AND TOWNS ON THE REVERSE HEREOF.

PROFORMA

MISSISSIPPI LICENSE NO. 01949
(SENATE BILL 2718, LAWS OF 1985)

PROFORMA AMOUNT	13403.39

WWW.PARTS.CAT.COM

CONDITIONS OF SALE

All items not shipped are BACK ORDERED and will be forwarded as soon as possible unless otherwise advised.

Our responsibility ceases when shipment has been delivered in good order to transportation company. If shipment arrives in bad order, have receipt noted by carrier's agent. Claims for concealed shortages and/or damages will not be considered unless made within 10 days after receipt of shipment.

The liability of Puckett Machinery Company is limited solely to the replacement of any repair parts which its inspection at its shop discloses to be defective as to workmanship or material. ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. In no event shall Puckett Machinery Company be liable for any incidental or consequential damages.

NOTICE - CUSTOMER hereby agrees to pay Puckett Machinery Company for all services and parts which are listed and described on the front hereof at its office in Flowood, Rankin County, Mississippi, as well as for all goods or services heretofore or hereafter bought or ordered from Puckett Machinery Company together with a monthly delinquency charge at the rate of 1.5% per month on all accounts which are not paid within the month following the date of the statement on which a charge first appears, and 33% attorney's fees if placed in the hands of an attorney or if judicial proceedings are used for collections.

CERTIFICATE

THIS IS TO CERTIFY THE PRICES ON THIS INVOICE DO NOT EXCEED THE PRICES CHARGED TO THE GENERAL PUBLIC ON LIKE ITEMS OF THE SAME QUALITY AND IN THE SAME QUANTITIES.

Puckett Machinery Company

PROFORMA

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 Donald Hart, the following order was adopted, to-wit:

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

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None

ORDER TO ENTER EXECUTIVE SESSION

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

Be It Ordered by the Pearl River County Board of Supervisors to enter executive session at 10:00 a.m. to discuss matters covered under 25-41-7 of the Mississippi Code of 1972, items covered under Section 4(a) Transaction of business and discussion of personnel matters relating to the job performance, character, professional competence, or physical or mental health of a person holding a specific position; 4(b) Strategy sessions or negotiations with respect to prospective litigation, litigation or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body; 4(j) Transaction of business and discussions or negotiations regarding the location, relocation or expansion of a business or an industry.

Ordered and adopted, this the 1st day of May, 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 Donald Hart,
the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors that
this Board does now return to regular session at 12:10 p.m. after
taking no action in executive session.

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None

ORDER TO RECESS FOR LUNCH

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

Be It Ordered that this Board does now take a recess at 12:10
p.m. for lunch until 1:30 p.m.

Ordered and adopted, this the 1st day of May, 2023.

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

Voting NAY: None

THIS BOARD DOES NOW RETURN TO REGULAR SESSION AT 1:45 P.M.

ORDER TO RECESS

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

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

Be It Further Ordered that this Board does now take a recess until the next scheduled meeting to be held at 9:00 a.m., Wednesday, the 17th day of May, 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 1st day of May, 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
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

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

NOTICE OF SUPERVISOR'S MEETING

You are hereby notified

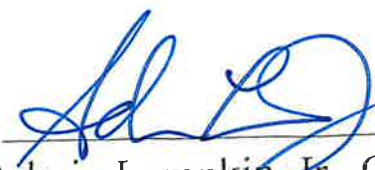
Pursuant to

THE MISSISSIPPI OPEN MEETINGS LAW

that the next meeting of the

Board of Supervisors of Pearl River County, Mississippi,
will be held on May 17, 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