

DECEMBER 6, 2021

The Board of Supervisors met at 9:00 a.m. the 6th day of December, 2021, in the Supervisors Board Room, in the Pearl River County Courthouse Complex in the City of Poplarville, Mississippi with the following members of said Board and officers of said County were present to-wit:

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

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



**Pearl River County
Board of Supervisors
Meeting Agenda
December 6, 2021**



314

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

- 01) Consider approving Board Minutes – November, 2021**
- 02) Consider approving Claims Docket for December 6, 2021**
- 03) Sheriff's Agenda Items:**
 - A. Personnel
 - B. Request to issue check for clothing allowance
 - C. Orders of Destruction
 - D. Notice to claim said property
- 04) County Extension Agent's Agenda Items:**
 - A. South Mississippi District Livestock Show support
 - B. Extension Service Yearly Report
- 05) County Engineer's Agenda Items:**
 - A. PRC County Wide Overlay Invoice #4 from Contractor
 - B. Update
- 06) Road Department: Personnel**
- 07) Tax Assessor/Collector: Personnel**
- 08) Chancery Clerk: Memorandum from Department of Revenue Re: Colonial Pipeline Abandonment**
- 09) Circuit Clerk: Relocation of the Precinct Polling Place for Sycamore 5**
- 10) Consent Agenda Items:**
 - A. Issuance of Duplicate Warrant
 - B. Authorize President to execute MOU concerning the Opioid Litigations
 - C. Approve Preliminary Plat of The Oaks Subdivision
 - D. Approve payment to Capital One Spark Business
 - E. President to execute Engagement Letters for VFD's
 - F. Acknowledge final executed Airport Grant
 - G. Waste Management's 2nd and 3rd quarter fee checks
 - H. President to execute Contract with Architects for County Extension Building
 - I. Poplarville 16th Section Public School Trust Lands Driveway Easement
- 11) Travel:**
 - A. SO (4) to Basic Law Enforcement class in Gulfport, MS on January 9 – March 25, 2022
 - B. SO (2) to Basic Instructor School (Taser) in Huntsville, AL on December 14, 2021

NEXT BOARD MEETING – Monday, December 20th

ORDER TO APPROVE CLAIMS DOCKET FOR DECEMBER 6, 2021

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

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

Be It Ordered by the Pearl River County Board of Supervisors to approve the Claims Docket for December 6, 2021. (Summary of all Funds attached)

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	158 Total	559,892.56 Manual	Held	Total	559,892.56
FUND 7 Claims	to	Checks	2 Total	910.03 Manual	Held	Total	910.03
FUND 73 Claims	to	Checks	1 Total	59.95 Manual	Held	Total	59.95
FUND 96 Claims	to	Checks	9 Total	5,282.47 Manual	Held	Total	5,282.47
FUND 97 Claims	to	Checks	8 Total	14,995.34 Manual	Held	Total	14,995.34
FUND 104 Claims	to	Checks	2 Total	2,647.77 Manual	Held	Total	2,647.77
FUND 114 Claims	to	Checks	1 Total	21,237.67 Manual	Held	Total	21,237.67
FUND 115 Claims	to	Checks	1 Total	21,237.67 Manual	Held	Total	21,237.67
FUND 116 Claims	to	Checks	1 Total	21,237.67 Manual	Held	Total	21,237.67
FUND 117 Claims	to	Checks	1 Total	21,237.67 Manual	Held	Total	21,237.67
FUND 120 Claims	to	Checks	1 Total	21,237.67 Manual	Held	Total	21,237.67
FUND 122 Claims	to	Checks	1 Total	21,237.67 Manual	Held	Total	21,237.67
FUND 123 Claims	to	Checks	1 Total	21,237.67 Manual	Held	Total	21,237.67
FUND 124 Claims	to	Checks	2 Total	24,427.68 Manual	Held	Total	24,427.68
FUND 125 Claims	to	Checks	1 Total	2,956.25 Manual	Held	Total	2,956.25
FUND 156 Claims	to	Checks	56 Total	449,982.92 Manual	Held	Total	449,982.92
FUND 158 Claims	to	Checks	2 Total	350,281.54 Manual	Held	Total	350,281.54
FUND 166 Claims	to	Checks	4 Total	25,750.98 Manual	Held	Total	25,750.98
FUND 206 Claims	to	Checks	11 Total	22,268.25 Manual	Held	Total	22,268.25
FUND 280 Claims	to	Checks	12 Total	13,467.86 Manual	Held	Total	13,467.86
FUND 410 Claims	to	Checks	2 Total	354.66 Manual	Held	Total	354.66
FUND 420 Claims	to	Checks	9 Total	1,569.28 Manual	Held	Total	1,569.28
FUND 450 Claims	to	Checks	2 Total	470.96 Manual	Held	Total	470.96
FUND 650 Claims	to	Checks	6 Total	34,497.00 Manual	Held	Total	34,497.00
FUND 656 Claims	to	Checks	2 Total	468.42 Manual	Held	Total	468.42
FUND 661 Claims	to	Checks	6 Total	3,518.13 Manual	Held	Total	3,518.13
FUND 662 Claims	to	Checks	4 Total	526.58 Manual	Held	Total	526.58
FUND 664 Claims	to	Checks	4 Total	1,162.91 Manual	Held	Total	1,162.91
Total for all Funds			Checks 310 Total	1,664,155.23 Manual	Held	Total	1,664,155.23

ORDER TO APPROVE SHERIFF'S AGENDA ITEMS WITH EXCEPTION
OF LINE D STATING "NOTICE TO CLAIM SAID PROPERTY"

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 Jason Spence,
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:

Donald R. Berry, II	Patrol Deputy	To part-time
Charles Simmons	Patrol Deputy	To full-time
Henry Bolton	Patrol Deputy	Hire full-time
Kacie Leonard	Patrol Deputy	Hire full-time
Robert Reuther	Corrections	Hire full-time
Garland Brady	Corrections	Hire part-time

B. Issue check in the amount of \$500.00 to Jordan Galvin for
clothing allowance pursuant to Miss. Code Ann. 19-25-13.

C. Orders of Destruction:

Cause No. 19-MR-18-AM regarding case number SO13016946
Cause No. 21-MR-15-PH regarding case number SO13002879
Cause No. 21-MR-25-AM regarding case number SO14019431
Cause No. 21-MR-34-AM regarding case number SO14004443

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None



318

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

December 1, 2021

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

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

Please move Donald R. Berry, II from full-time to part-time Patrol Deputy at a pay rate of \$16.70 per hour effective November 15, 2021

Please move Charles Simmons from part-time to full-time Patrol Deputy at a pay rate of \$17.75 effective November 25, 2021.

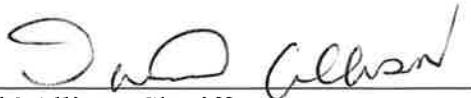
Please hire Henry Bolton as full-time uncertified Patrol Deputy at a pay rate of \$15.00 per hour effective December 6, 2021.

Please hire Kacie Leonard as full-time uncertified Patrol Deputy at a pay rate of \$15.00 per hour effective December 6, 2021.

Please hire Robert Reuther as full-time Correctional Officer at a pay rate of \$15.00 per hour effective December 6, 2021.

Please hire Garland Brady as part-time Correctional Officer at a pay rate of \$15.00 per hour effective December 6, 2021.

Thank you,


David Allison, Sheriff



319

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

December 1, 2021

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

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

Requesting issuance of check in the amount of \$500.00 for clothing allowance pursuant to Miss. Code Ann. § 19-25-13.

Galvin, Jordan

Thank You,



David Allison, Sheriff



320

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

December 1, 2021

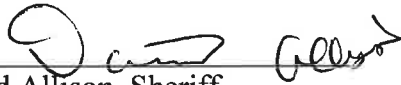
To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

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

Please accept the following "***Order of Destruction***" regarding Cause No. 19-MR-18-AM regarding case number SO13016946.

Please approve the deposit of \$40.00 into the General Fund.

Thank you,



David Allison, Sheriff

IN THE CIRCUIT COURT OF PEARL RIVER COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

VERSUS

MISC NO. 19-MR-18-AM

IN RE PEARL RIVER COUNTY

SHERIFF'S DEPARTMENT EVIDENCE

ORDER OF DESTRUCTION

THIS CAUSE having come on upon the Motion of the State of Mississippi through the Office of the District Attorney, at the request of the Pearl River County Sheriff's Department, for an Order of Destruction of Evidence in the following cases being held by the Pearl River County Sheriff's Department in which the defendant's have either been convicted, the case has been nolle prossed, the case had been declined, the case has been not true billed by the grand jury, or the case has been expunged. The Court having being advised by law enforcement that the evidence listed on the sheets attached, for the cases and defendants referenced on the sheets, is no longer needed and should be destroyed according to statute with respect to the controlled substances and alcohol and by auction with respect to the physical evidence, other controlled substance.

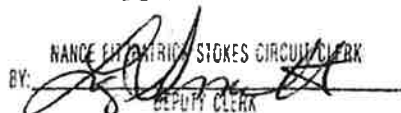
SEE ATTACHED FOR EVIDENCE DESCRIPTION "A"

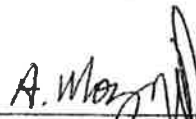
IT IS, THEREFORE, ORDERED AND ADJUDGED that these causes have been concluded in Circuit Court or County Court and the Court having considered the same, finds that all the evidence should be disposed of in the most efficient manner, is no longer needed, should be destroyed according to statute with respect to the controlled substances and alcohol, or by auction with respect to the physical evidence, other controlled substance if necessary.

SO ORDERED AND ADJUDGED on this the 14 day of June, 2019.

FILED

JUN 14 2019

NANCY FITZPATRICK STOKES CIRCUIT CLERK
BY:  DEPUTY CLERK



CIRCUIT COURT JUDGE



322

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

December 1, 2021

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

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

Please accept the following "***Order of Destruction***" regarding Cause No. 21-MR-15-PH regarding case number SO13002879.

Please approve the deposit of \$15.00 into the General Fund.

Thank you,



David Allison, Sheriff

IN THE CIRCUIT COURT OF PEARL RIVER COUNTY MISSISSIPPI
IN RE: DESTRUCTION OF EVIDENCE

MISC. CAUSE NO. 21-MR-15-PH

ORDER OF DESTRUCTION

This cause having come on upon the motion of the State of Mississippi through the office of the District Attorney, at the request of the Pearl River County Sheriff's Department for an Order of Destruction of Evidence (or disposal) in the following cases being held by the Pearl River County Sheriff's Department, and in which the defendants have been convicted, pled guilty, been *nolle prossued*, can not be found to prosecute, are unknown or in which the State and law enforcement have declined to prosecute, and the Court having been advised by law enforcement that the said evidence listed on the sheets attached, for the cases and defendants referenced on the sheets, is no longer needed and that it should be destroyed according to statute with respect to the controlled substances and alcohol and by destruction or auction with respect to physical evidence, other than controlled substances, to-wit:

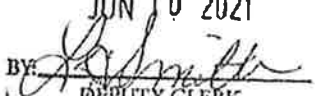
SEE ATTACHED SHEETS FOR EVIDENCE DESCRIPTION,
CASE NUMBERS AND DEFENDANT NAMES

IT IS, THEREFORE, ORDERED AND ADJUDGED that these cases have been concluded in Circuit Court or County Court or are not being prosecuted, and the Court having considered the same, finds that all evidence should be disposed of in the most efficient manner by the Pearl River County Sheriff's Department; if the evidence is controlled substances or paraphernalia, then the Pearl River County Sheriff's Department shall notify the director of the Mississippi Bureau of Narcotics and turn the controlled substances and paraphernalia over to him or his designee for destruction according to the statute providing for such destruction; if it is a deadly weapon then the deadly weapons should be disposed of pursuant to Miss. Code Ann. § 45-9-151 and § 41-29-177 (1972 as amended).

FILED

NANCY WICKSTROM STOKES
CIRCUIT CLERK

JUN 10 2021

BY: 
DEPUTY CLERK

AND ADJUDGED on this the 08 day of June 2021.


CIRCUIT JUDGE



324

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

December 1, 2021

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

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

Please accept the following "***Order of Destruction***" regarding Cause No. 21-MR-25-AM regarding case number SO14019431.

Please approve the deposit of \$30.00 into the General Fund.

Thank you,


David Allison, Sheriff

325

IN THE CIRCUIT COURT OF PEARL RIVER COUNTY MISSISSIPPI

IN RE: DESTRUCTION OF EVIDENCE

MISC. CAUSE NO. 21-MR-25-AM

ORDER OF DESTRUCTION

This cause having come on upon the motion of the State of Mississippi through the office of the District Attorney, at the request of the Pearl River County Sheriff's Department, for an Order of Destruction of Evidence in the following cases being held by the Pearl River County Sheriff's Department in which the defendants have been convicted, pled guilty, been nolle prossed, cannot be found to prosecute, are unknown or in which the State and law enforcement have declined to prosecute, and the Court having been advised by law enforcement that the said evidence listed on the sheets attached, for the cases and defendants referenced on the sheets, is no longer needed and that it should be destroyed according to statute with respect to the controlled substances and alcohol and by destruction or auction with respect to physical evidence, other than controlled substances, to-wit:

SEE ATTACHED SHEETS FOR EVIDENCE DESCRIPTION,
CASE NUMBERS AND DEFENDANT NAMES

IT IS THEREFORE ORDERED AND ADJUDGED that these cases have been concluded in Circuit Court or County Court and the Court having considered the same, finds that all evidence should be disposed of in the most efficient manner by the Pearl River County Sheriff's Department; if the evidence is controlled substances or paraphernalia, then the Pearl River County Sheriff's Department shall notify the director of the Mississippi Bureau of Narcotics and turn the controlled substances and paraphernalia over to him or his designee for destruction according to the statute providing for such destruction.

SO ORDERED AND ADJUDGED on this the 25 day of July 2021.

FILED
NANCE FITZPATRICK STOKES
CIRCUIT CLERK

A. May
CIRCUIT JUDGE

JUL 26 2021
BY [Signature]
DEPUTY CLERK



326

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

December 1, 2021

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

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

Please accept the following "**Order of Destruction**" regarding Cause No. 21-MR-34-AM regarding case number SO14004443.

Please approve the deposit of \$200.00 into the General Fund.

Thank you,


David Allison, Sheriff

327

IN THE CIRCUIT COURT OF PEARL RIVER COUNTY MISSISSIPPI

IN RE: DESTRUCTION OF EVIDENCE

MISC. CAUSE NO.

ORDER OF DESTRUCTION

21-MR-34-AM

This cause having come on upon the motion of the State of Mississippi through the office of the District Attorney, at the request of the Pearl River County Sheriff's Department, for an Order of Destruction of Evidence in the following cases being held by the Pearl River County Sheriff's Department in which the defendants have been convicted, pled guilty, been nolle prossed, can not be found to prosecute, are unknown or in which the State and law enforcement have declined to prosecute, and the Court having been advised by law enforcement that the said evidence listed on the sheets attached, for the cases and defendants referenced on the sheets, is no longer needed and that it should be destroyed according to statute with respect to the controlled substances and alcohol and by destruction or auction with respect to physical evidence, other than controlled substances, to-wit:

SEE ATTACHED SHEETS FOR EVIDENCE DESCRIPTION,
CASE NUMBERS AND DEFENDANT NAMES

IT IS, THEREFORE, ORDERED AND ADJUDGED that these cases have been concluded in Circuit Court or County Court and the Court having considered the same, finds that all evidence should be disposed of in the most efficient manner by the Pearl River County Sheriff's Department; if the evidence is controlled substances or paraphernalia, then the Pearl River County Sheriff's Department shall notify the director of the Mississippi Bureau of Narcotics and turn the controlled substances and paraphernalia over to him or his designee for destruction according to the statute providing for such destruction; if it is a deadly weapon then the deadly weapons should be disposed of pursuant to Miss. Code Ann. § 45-9-151 and § 41-29-177 (1972 as amended).

SO ORDERED AND ADJUDGED on this the 8th day of November 2021.

I CERTIFY THIS IS A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN MY OFFICE

This 8th day of Nov 2021
Nance Fitzpatrick Stokes
Pearl River County Circuit Clerk

By: [Signature]
Deputy Clerk



[Signature]
CIRCUIT JUDGE

Minute Book Text Detail

Book 0221 Page 328 COUNTY EXTENSION AGENT'S AGENDA ITEMS

Date 12/ 6/2021

ORDER TO APPROVE COUNTY EXTENSION AGENT'S AGENDA ITEMS

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

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

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

- A. Approve request from South Mississippi District Livestock Show for support of county resources
- B. Acknowledge Mississippi State University Pearl River County Extension Service's Yearly Report.

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None



South Mississippi District Livestock Show



P.O. Box 448
Laurel, MS 39441

November 18, 2021

Dear Contributor and Supporter:

The 83rd South Mississippi 4-H/FFA District Livestock Show will be held January 20-22, 2022 in Hattiesburg, and we are again asking for your support.

Last year over 500 animals were shown by 4-H and FFA youth from 16 counties in the 19 county Southeast District.

The 4-H and FFA youth of the Southeast District would not have the opportunity to exhibit their livestock projects on a district level without your support. The financial support that you provide assists in providing ribbons, trophies, and awards for the exhibitors. The livestock program prepares youth for the future by teaching responsibility, perseverance, ethics, proper animal husbandry, record keeping, and sportsmanship. As you have been a wonderful supporter in the past, we are asking for you to continue your financial support of this program. Please complete the attached form and mail to our office. Again, we look forward to hearing from you and appreciate your continued support.

Thank you for your support.

Sincerely,

Trent Tolar

Trent Tolar, President

South Ms Livestock Show Directors

tt/kh

South MS 4-H/FFA Livestock Show

Contribution Form

Business Name Pearl River County Board of Supervisors
Contact Person Adrian Lumpkin
Address P.O. Box 569
Poplarville, MS 39470
E-mail Address _____
Phone 601-403-2302

Please return this form along with your contribution to:

South MS District Livestock Show
P.O. Box 448
Laurel, MS 39441

The following supporter categories have been placed to give the most recognition for your business. Please check the category you would like to join. Again, we appreciate your generous support of the South MS District Livestock Show.

Categories for Supporters: Please check a category.

- ☐ Supporter-Any amount less than \$50.00
- ☐ Bronze-\$50.00-\$150.00
- ☒ Silver-\$150.00-\$250.00
- ☐ Gold-Any amount over \$250.00

Make checks payable to the South MS District Livestock Show

THANK YOU FOR YOUR SUPPORT!



Mississippi State University



Pearl River County Extension Service

2020 - 2021



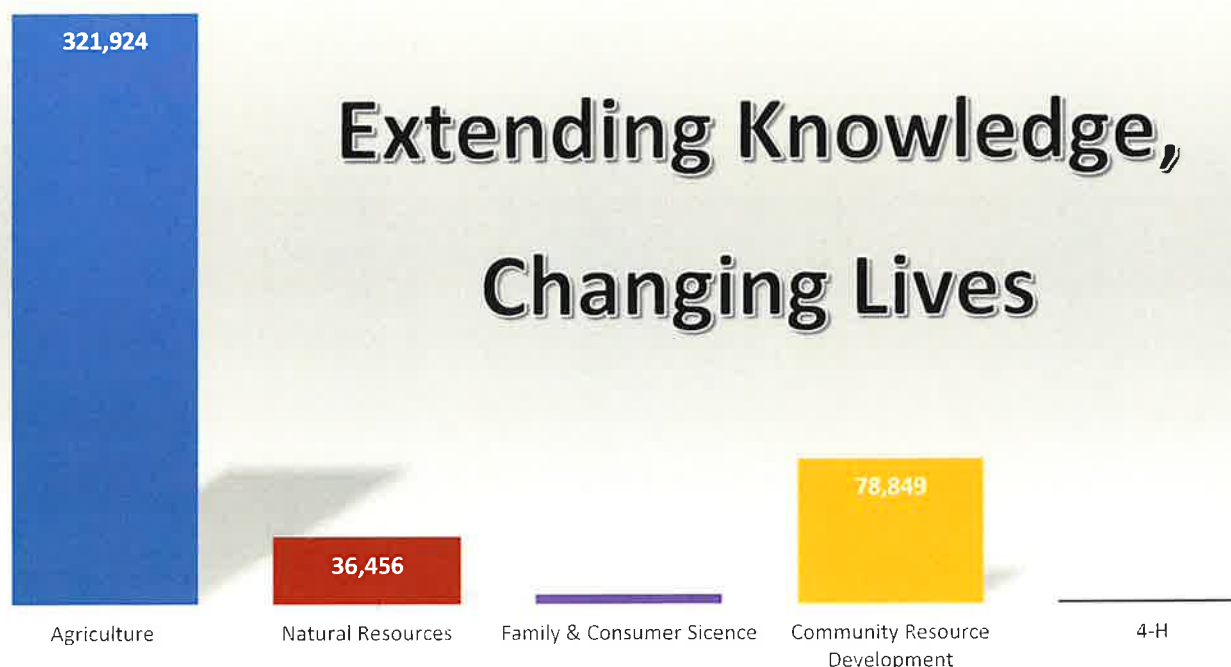
**Pearl River
County**



Dr. Eddie M. L. Smith Yearly Report

Contacts by Program Area

■ Agriculture ■ Natural Resources ■ Family & Consumer Science ■ Community Resource Development ■ 4-H



Programs and Events:

- Master Gardener Training 2021
- Private Applicator Trainings (18 Producers completed the training this year)
- Mississippi Smart Landscapes Programs
- Micros to Macros: Growing Ag Literacy Program
- 4-H District Shooting Sports Event
- 4-H District Horse Show
- South MS 4-H Livestock Show
- Master Gardener Volunteers' Monthly Meetings
- WRJW 1320 AM Extension Highlights Radio Programs
- Plant Propagation Program
- Pearl River – Stone County Forestry Association Meetings
- Pearl River County Cattleman's Association Meetings
- Private Well Owners Water Testing Program (34 tests completed)
- Private Well Owners Hurricane Ida Water Testing Program (50 tests completed)
- Pearl River County Fair 2021

Dawn Vosbein

Programs for October 2020-October 2021

1. Healthy Homes-

Provided all 7 lessons to Tammy's Daycare staff in January-February
Did program for Friends of the Library via Facebook live

2. Mental Health First Aid-

One class via Zoom

3. Food Safety-

Over 12 Tummy Safe tests offered.
Provided 4 all day ServSafe classes in Pearl River, Stone and Hancock Counties

4. Seated Exercise Class at Pearl River County Senior Center in Picayune

Class was offered 3 times per week since March 2021- or whenever center was open during Covid.

5. Sewing Camp- Week long sewing camp for youth.

6. Dining with Diabetes- Provided a 4 week program in Picayune for residents with Diabetes.

Monthly Newsletter – Sent to 406 via USPS and 140 via email

Southern Senior Magazine- Quarterly Article for WRJW magazine.

WRJW- Extension Highlights program on the radio every 4-6 weeks.

Social Media- post almost daily on facebook.

Community Service –

President- Poplarville Women's Club

MAP (Making a Plan) Team member- Assists children with mental health

Excel by 5 Team member for Poplarville and Southern Pearl River County

Committees. Actively participate in all activities for each group.

Represent MSU Extension at the Chamber of Commerce meetings

Participate in Lunch & Learn

On Picayune School District Head Start Health & Social Service Committee

On state Diabetes Coalition

Alex Shook 2020-2021 4-H Program Achievements

- 1 Pearl River County 4-H'er was a State 4-H Council Officer and State 4-H Ambassador.
- 3 Individual Record Books were submitted (all won 1st place, and 1 was selected for National 4-H Congress).
- 3 4-H'er's participated in the National 4-H Shooting Sports (S.A.F.E.T.Y.) Invitational.
- 20 4-H'ers participated in the Southeast District, Dixie National and State Fair Livestock Shows
- News articles promoting 4-H are published regularly in *The Poplarville Democrat* and the *Picayune Item*.
- Information is posted regularly on the Pearl River County 4-H Facebook page
- 4 4-H'ers submitted Dairy Posters, and 3 advanced to state. 2 of the 3 won 3rd Place in the state competition.
- 3 4-H'ers made up the Junior Dairy Judging Team, which won 1st Place.
- 8 4-H'ers competed in the District and State 4-H Shooting Sports Competitions.
 - 2 won 1st Place and 1 won 2nd Place in 10M Air Rifle at District Competition
 - 1 won 1st Place in Air Pistol at District Competition
 - 1 won 1st Place in Air Pistol at State Competition
 - 1 was in the top 5 in .22 Rifle at District Competition and qualified for State
- 26 4-H'ers competed in the District, State and Regional 4-H Horse Shows.
- 5 4-H'ers participated in the District and State Horse Art Contest.
 - 2 won 1st Place in the Cartoon division at District
 - 1 won 1st Place, 2 won 2nd Place and 1 won 3rd Place in the Pastels/Charcoal/Graphite/Colored Pencil division at District
 - 1 won 1st Place in the Home Furnishings division at District
 - 1 won 2nd Place in the Oil/Acrylic/Water Color division at District
 - 1 won 2nd Place in the Pen/Ink/Markers/Crayon division at District
- 3 4-H'ers participated in the District and State Horse Photography Contests.
 - 1 won 3rd Place in the Non-Action division at District
- 14 4-H'ers had exhibits selected for the State Fair 4-H Village.
- 1 4-H'er competed in the Dixie National Jr. Round-Up Steer Ultrasound Contest.
- 2 4-H'ers exhibited in the State Fair Art Showcase.
- 2 4-H'ers participated in the Pretty Cow Contest at the State Fair, and 1 won 1st Place.

Programs & Activities

- | | |
|----------|--|
| 11/3/20 | Holiday Cookery Contest |
| 1/8-9/21 | Pearl River Junior Livestock Show & Sale |
| 1/22/21 | WRJW Extension Highlights Radio Program |
| 3/12/21 | WRJW Extension Highlights Radio Program |
| 4/12/21 | District 4-H Shooting Sports Sign-Up |
| 4/13/21 | District 4-H Horse Show Sign-Up |
| 4/19/21 | Dairy Judging Practice |
| 4/20/21 | Horse Ethics Training |

4/22/21	Dairy Judging Practice
6/18/21	WRJW Extension Highlights Radio Program
6/28/21	Small Ruminant Demonstrations
6/29/21	County Cookery Contest – 4 th of July Edition
7/9/21	WRJW Extension Highlights Radio Program
7/13-16/21	4-H Summer Day Camp
7/22-23/21	Critter Camp
7/28/21	Poplarville Rotary Club Presentation
8/9/21	Junior Livestock Association Meeting
8/10/21	4-H Advisory Council meeting
8/20/21	Hunters Night Out/Food Plot Seminar
9/13-18	Pearl River County Fair and Livestock Shows
10/1/20-9/30/21	6 livestock visits
10/1/20-9/30/21	3 farm pond visits
10/1/20-9/30/21	12 4-H livestock project visits

Minute Book Text Detail

Book 0221 Page 336 PRC OVERLAY INVOICE #4 FROM CONTRACTOR

Date 12/ 6/2021

ORDER TO APPROVE INVOICE NO. 4 FROM HUEY P. STOCKSTILL, LLC
FOR PEARL RIVER COUNTY WIDE OVERLAY PROJECT

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Invoice No. 4 for Pearl River County Wide Overlay Project.

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

Be It Ordered by the Pearl River County Board of Supervisors to approve attached Invoice No. 4 in the amount of \$331,601.54 from Huey P. Stockstill, LLC for Pearl River County Wide Overlay Project.

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 21081-4

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

Project: 21081. PRC County Wide Overlay

Application No.: 4

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Period To: 11/30/2021

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

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$1,569,975.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$1,569,975.00
4. Total Completed and Stored To Date	\$1,440,477.10
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$1,440,477.10
7. Less Previous Certificates For Payments	\$1,108,875.56
8. Current Payment Due	\$331,601.54
9. Balance To Finish, Plus Retainage	\$129,497.90

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

CONTRACTOR: Huey P. Stockstill, LLC

By: Amanda Chan Date: 12/1/2021

State of: Mississippi
Subscribed and sworn to before me this
Notary Public:
My Commission expires: Dec. 14, 2024

County of: Hancock
1st day of December 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 331,601.54

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

ARCHITECT: AHS Date: 12-1-21

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

337

Progress Bill

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

Invoice: 21081-4

Date: 11/30/21

Application #: 4

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

Invoice Due Date: 12/30/21

Payment Terms: Net 30 Days

Contract: 21081. PRC County Wide Overlay

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed		Amount Previous	Quantity This Period	Amount This Period
								And Stored To Date	%			
S-200-A	MOBILIZATION	0.00	0.000	LS	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00
S-403-A	HMA, ST 9.5MM	1,327,500.00	15,000.000	TN	14,213.030	88.50000	0.00	1,257,853.16	94.75%	926,251.62	3,746.910	331,601.54
907-411-A	ULTRA THIN ASPHALT PAVEMENT, UHMA	242,475.00	2,650.000	TN	1,995.890	91.50000	0.00	182,623.94	75.32%	182,623.94	0.000	0.00

Total Billed To Date: 1,440,477.10
Less Retainage: 0.00
Less Previous Applications: 1,108,875.56
Total Due This Invoice: 331,601.54

ORDER TO APPROVE ROAD DEPARTMENT'S PERSONNEL

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

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

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

Gregory Boyte	Operator	Hire
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Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None

memo

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC: Marlinda Guerra
Date: 12/1/2021
Re: Personnel

Comments: **I would like to hire:** Gregory Boyte as operator at the assigned rate of pay.

ORDER TO APPROVE TAX ASSESSOR/COLLECTOR'S PERSONNEL

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

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

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

Khalid Moore Add part-time

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None

Pearl River County
Tax Assessor/Collector

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

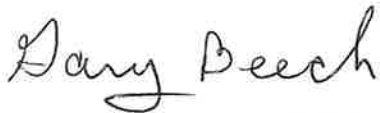
November 30, 2021

Board of Supervisors
Payroll Department

Poplarville, MS

Please make the following a part of your official minutes. Add Khalid Moore part-time in the assessors office effective December 1, 2021. Thanks for your consideration,

Sincerely,

A handwritten signature in cursive script that reads "Gary Beech". The signature is written in dark ink and is positioned above the printed name and title.

Gary Beech, Tax Assessor/Collector
Pearl River County

ORDER TO APPROVE THE RELOCATION OF THE SYCAMORE 5
PRECINCT TO WEST UNION BAPTIST CHURCH

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter to
relocate Sycamore 5 Precinct .

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

Be It Ordered by the Pearl River County Board of Supervisors to
approve the relocation of the Precinct Polling Place for Sycamore
5 to: West Union Baptist Church
560 West Union Road
Carriere, MS 39426

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2338

nstokes@pearlrivercounty.net

December 1, 2021

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

Re: Precinct Polling Place – Sycamore 5

Gentlemen:

As previously discussed, the Harvest Barn is no longer available for use as a Polling Place for the Sycamore 5 Precinct.

Please approve the relocation of the Precinct Polling Place for Sycamore 5 to:

West Union Baptist Church
560 West Union Road
Carriere, MS 39426

I have enclosed a copy of the November 21, 2021 minutes of West Union Baptist Church for your information.

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

Thank you for your consideration in this regard.

Sincerely,

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

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

Enclosure

Regular Business Meeting

Date: November 21, 2021

Aaron Boutwell made a motion to enter into a business meeting.

Kirby Stewart seconded and the motion carried.

Charlie Schielder made a motion to accept the minutes as read.

Shane Smith seconded and the motion carried.

James Deal made a motion to accept the financial reports for May 2021 through September 2021.

Aaron Boutwell seconded and the motion carried.

Unfinished Business.....

- Due to the pandemic impact on the economy, pricing for the playground fencing will have to be evaluated again.
- Bro. Bud reported that the leak in the sanctuary was repaired seven times, but resurfaced after Hurricane Ida. The builder is continuing to investigate it.

New Business....

- Bro. Bud presented Jimmy and Marie White for membership from Central Baptist Church, McNeill, MS.
- Rebecca Taylor, Election Commissioner, requested permission to use the Fellowship Hall of West Union Baptist Church, Carriere, MS to serve as a temporary voting precinct. A motion to approve the request was made by James Deal. It was seconded by Glen Kirkland and the motion carried.
- Kirby Stewart made a motion to accept the 2022 Roster of Teachers, Officers, and Committees as presented by the Nominating Committee. It was seconded by James Deal and the motion carried.
- Charlie Schielder, representing the Building and Grounds Committee, made a motion to replace the sanctuary water fountain that had been damaged by lightning at a cost of \$657.25 excluding labor. It was seconded by Joe Spiers and the motion carried.

- The Budget and Finance Committee made a motion to approve the 2022 Budget. It was seconded by Brett Holt and the motion carried.
- Chrystal Tarter reported that the company enlisted by the church to print our Church Directory has gone out of business due to the pandemic.. She is currently exploring other options to be presented to the church so that the Directory can be completed.

ORDER TO APPROVE CONSENT AGENDA ITEMS

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

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

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

- A. Issuance of Duplicate Warrant in the amount of \$156.63 to Robert Williams.
- B. President to execute Memorandum of Understanding with the Attorney General's Office of Mississippi concerning the Opioid Litigation.
- C. Approve Preliminary Plat of The Oaks Subdivision.
- D. Approve payment to Capital One Spark Business in the amount of \$1,301.98.
- E. Execute Engagement Letters with Whitfield & Company P.C. for services to provide Volunteer Fire Departments for the year ended September 30, 2021.
- F. Acknowledge final executed Grant No. 3-28-0096-018-2022 for Poplarville-Pearl River County Airport.
- G. Waste Management's fee checks for 2nd and 3rd quarter.
- H. President to execute Agreement between Pearl River County and Landry Lewis Germany Architect, P.A. for County Extension Building.
- I. Authorize President to execute Poplarville 16th Section Public School Trust Lands Driveway Easement.

Ordered and adopted, this the 6th day of December, 2021.

(CONTINUED ON NEXT PAGE)

Minute Book Text Detail

Book 0221 Page 347 CONSENT AGENDA ITEMS

Date 12/ 6/2021

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

Voting NAY: None

348

CERTIFICATE AND AFFIDAVIT FOR ISSUANCE OF DUPLICATE WARRANT

THE STATE OF MISSISSIPPI

I, Gary Beech, Tax Assessor/Collector in and for the County and State, do hereby
certify that Pearl River County Tax Assessor/Collector Check Number 3632 of said County
and State, in the sum of \$ 156.63 was issued on the 30 day of June, 2021
payable to Robert Williams out of said Fund.

Given under my hand and official seal, this the _____ day of _____, 20____.

Gary Beech, Tax Assessor/Collector
in and for Pearl River County,
Mississippi

THE STATE OF MississippiCOUNTY OF Pearl River

This day personally appeared before me, the undersigned authority in and for said County
and State Robert Williams the owner
of the HARRY ELECTRA GLIDE who, being by me first duly sworn, deposes and says
that in the sum of \$ 156.63 by the County Depository of said County and State, for
Robert Williams has been lost, misplaced, or destroyed; that
payment thereof has not been received; and that the same has not been transferred or assigned.

WHEREFORE, afficant, on behalf of said Robert Williams prays
that a duplicate of said warrant be issued as authorized by law, and herewith tenders bond conditional as
provided by law for the issuance of a duplicated thereof.

[Signature] Afficant
Sworn to before me this the 16th day of Nov, 2021.



[Signature]
NOTARY PUBLIC

349

BOND FOR ISSUANCE OF DUPLICATE WARRANT

THE STATE OF MississippiCOUNTY OF Pearl River

KNOW all men by these presents that we Robert Williams as principal
and _____ and _____ as

sureties, are held and firmly bound unto the State of Mississippi in the penal sum of

One Hundred fifty Six dollars + sixty three \$ 156.63 Dollars, for the payment
Cents
of which well and truly to be made, we bind ourselves, our heirs and legal representatives, jointly and
severally, firmly by these presents.

SIGNED by us, this the 16th day of Nov, 2021.

THE condition of the Bond is such that, Whereas, on the 16th day of Nov, 2021
the Tax Assessor/Collector of said County and State issued to said
Robert Williams check number 3632 of General Tax Account Fund of
said County and State, in the sum of \$ 156.63 for Refund and, WHEREAS, a
duplicate of said check is to be issued in lieu thereof; and WHEREAS, the original check has never been
paid by the said County or its Depository, and the same has never been assigned or transferred and has
never been disposed of and has been lost, misplaced, or destroyed.

NOW therefore, if the said Robert Williams as principal or the sureties
hereof shall well and truly pay unto the State of Mississippi for the use and benefit of said Fund of said
County all and any damages which it may sustain or suffer by reason of the issuance of a duplicate of said
above numbered check, together with all costs, expenses, and attorneys' fees if any, incurred in the
enforcement of this Bond, as provided in Section 25-55-25 Code of Mississippi of 1972, Annotated: then
this obligation shall be void, otherwise, this Bond shall remain full force and effect.

[Signature] Principal

Surety

Surety

The foregoing bond and sureties approved, this the 16th day of Nov, 2021.

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

December 1, 2021

Board of Supervisors,

Please authorize the President to sign the MOU with the Attorney General's Office of Mississippi concerning the Opioid Litigations.

Thanks,



Adrain



November 10, 2021

Pearl River County
Post Office Box 569
Poplarville, Mississippi 39470-0569

Several years ago, Mississippi became the first State in the country to file suit against opioid manufacturers to hold them accountable for their part in the epidemic that has cost us in lives lost, families torn apart, and public health and safety dollars spent in response. Following years of litigation, negotiations have now generated two multi-billion-dollar settlements with three opioid distributors, Cardinal Health, McKesson, and AmerisourceBergen, as well as Johnson & Johnson, a leading manufacturer.

The two settlement agreements are complex and include provisions that allow the defendants to claw back funds if we do not (1) meet requirements for the vast majority of the funds be used specifically for the treatment and abatement of opioids and (2) ensure the participation of specific cities and counties within the State.

Mississippi has suffered great loss and I am committed to ensuring every dollar our State and local governments is due remains in Mississippi and is not clawed back by the defendants. To that end, we worked with the University of Mississippi Medical Center to create a program that meets the opioid abatement requirements for the State. **This will free local governments up to use your funds as you see fit without a national fund administrator micromanaging their use.**

UMMC's Center for Addiction Medicine (CAM) will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC's Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi.

The national settlement proposed a split of funds due to each state as: 70% to an abatement fund, 15% to a State fund, 15% to a local government fund. And, we propose to follow the same allocation formula in Mississippi. However, **we also want to use a portion of the State fund to help local governments meet their contractual obligations to their attorneys who have helped to bring us to these settlements.**

My office has created a website (<https://www.ago.state.ms.us/opioidsettlement/>) with information related to the settlements, including the maximum amount your community will receive if all required local governments participate. **Again, under the terms of the settlement agreements, you will lose funds unless all specific counties and cities agree to participate.**

Here is what you need to do next to help your community get the full amount of funds it is due under these settlements:

1. Sign and return the attached Memorandum of Understanding (MOU). The MOU may be submitted by email to opioidsettlement@ago.ms.gov or by using the submission portal at <https://www.ago.state.ms.us/opioidsettlement>.
2. Register your community on the national settlement website (<https://nationalopioidsettlement.com>) and complete the required documents. The website requires the entry of a unique identifier code to register your city or county. Please email opioidsettlement@ago.ms.gov to request your code.

The deadline for the State and our local governments to participate is January 2, 2022. If you are unable to register using your assigned participation code or have additional questions after reviewing the website, please contact Ta'Shia Gordon at (601) 359-3070 or send an email to opioidsettlement@ago.ms.gov.

Thank you in advance for your time and cooperation. Mississippi led the country in fighting the industry that spawned and fueled the opioid epidemic. We have the opportunity with this settlement to continue to lead the country in abating the opioid epidemic, as well.

Sincerely,



Lynn Fitch
Attorney General
State of Mississippi

**MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID
LITIGATION MEMORANDUM OF UNDERSTANDING**

WHEREAS, the people of the State and its communities have been harmed by the actions and nonfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their actions and nonfeasance; and,

WHEREAS, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the harmful impacts throughout the State;

NOW THEREFORE, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Mississippi acting through the Attorney General.
2. "The Parties" shall mean the State and Counties and Municipalities as defined herein.
3. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.
4. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
5. "County" shall mean one of the 82 governmental subdivisions in the State recognized and/or established under the Mississippi Constitution of 1890 that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021, or has a population greater than 10,000 individuals.
6. "Municipalities" shall mean cities, towns, or villages within the State with a population greater than 10,000 individuals and shall also include all cities and towns that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021. The singular "Municipality" shall refer to a singular of the Municipalities.

7. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed, or dispensed.
8. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
9. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>.

B. Allocation of Settlement Proceeds

1. All the Opioid Settlement Funds will be deposited into the Attorney General Contingency Fund and thereafter allocated as set forth below:
 - (a) County/Municipality Fund - 15%. The County/Municipality fund will receive 15% of all Settlement funds for the direct benefit of Mississippi Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other Metrics agreed upon, in writing, by a County and Municipality. Such funds may be spent for opioid abatement, or any purpose deemed appropriate by said County or Municipality.
 - i. A County or Municipality may receive direct payments from this fund only if it executes a timely release as part of the settlement.
 - ii. A non-litigating City or Town with a population under 10,000 shall not receive direct payments, but its payments shall instead be allocated to the County in which it is located.
 - (b) State of Mississippi - 15%. The State will receive 15% of all Opioid Funds paid to the State General Fund.
 - (c) University of Mississippi Medical Center's Center for Addiction Medicine (CAM) - 70%. The CAM will receive 70% of all Opioid Funds to establish a new multidisciplinary program through Mississippi's only academic medical center dedicated to both short-term and long-term opioid abatement. In the short-term, CAM will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC's Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi. In the long-term, CAM will become a hub for training medical professionals, including those in pharmacy, nursing, and emergency medicine, to screen, diagnose, and treat individuals

with addiction disorders. CAM will make Mississippi a nationally recognized leader in addiction research and treatment.

C. Payment of County/Municipality Counsel and Litigation Expenses

The Parties anticipate that any national settlement will provide for the payment of fees and litigation expenses to counsel for certain Counties and Municipalities. All County/Municipality counsel that seeks attorneys' fees and expenses from their clients shall first seek to recover those amounts from the national settlement. Furthermore, the Parties agree to create a supplemental fee and expense fund (the "County/Municipality Fee Fund" or "CMFF").

1. The CMFF shall be used to pay attorneys' fees and expenses for participating Counties/Municipalities in the State that filed opioid lawsuits on or before August 1, 2021 ("Litigating Participating Counties/Municipalities").
2. The amount of funds to be deposited in the CMFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State under the national settlements and paid pursuant to the following table. In no circumstance shall the CMFF receive more than 7.5% of the net Total Cash Value received by the State, including any funds received from a national fee fund as described above. If the State does not receive at least 65% of the total available Incentive Payments, the CMFF shall be null and void, and no amounts shall be paid into it.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	CMFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

3. The Parties further agree no counsel for any Litigating Participating County/Municipality shall recover from any national fee fund and the CMFF a combined contingency fee of more than 15% of the Total Cash Value received by their Litigating Participating County/Municipality client. If there are any funds remaining in the CMFF after payment of fees and expenses consistent with the terms of this MOU, those funds shall revert pro rata to the Litigating Participating Counties/Municipalities.

E. Amendments, Choice of Law, Venue, Consent Decree

1. The Parties agree to make such amendments as necessary to implement the intent of this MOU.
2. The Parties agree that this MOU, any amendments thereto, and any issue arising out of or related to this MOU shall be governed by and interpreted according to the laws of the State of Mississippi. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only in a court of competent jurisdiction in Hinds County, Mississippi. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in Hinds County, Mississippi seeking a consent decree approving such settlement and the allocation of Opioid Funds within the State pursuant to this MOU.
3. The Parties agree that this MOU will apply to any Settlement with a Pharmaceutical Supply Chain Participant that requires State and County/Municipality resolution.

F. Signatures

This MOU may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOU. Each person signing this MOU represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOU, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR PLAINTIFF THE STATE OF MISSISSIPPI:

Attorney General

FOR Pearl River County:
County/Municipality

Signature

SANDY KANE SMITH
Printed Name and Title
President

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



357
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

December 1, 2021

Board of Supervisors,

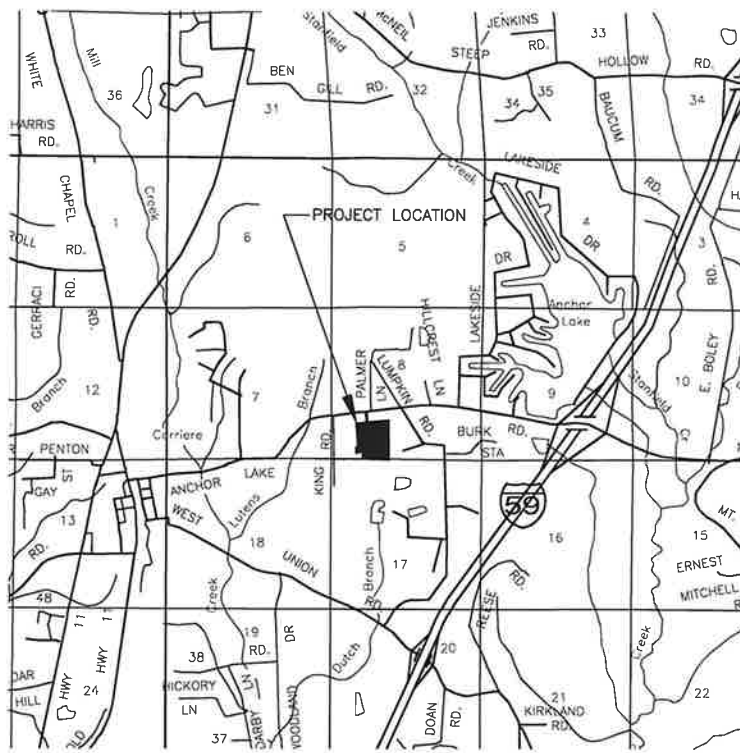
Please approve the preliminary plat of The Oaks Subdivision off of Anchor Lake Road. This is an eighteen lot subdivision with one road. Attached is the preliminary plat and a copy of the road plan.

Thanks,

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

Adrain

SUBDIVISION PLAT FOR
THE OAKS SUBDIVISION
CAPITOL INVESTMENTS, LLC
PEARL RIVER CO., MS.



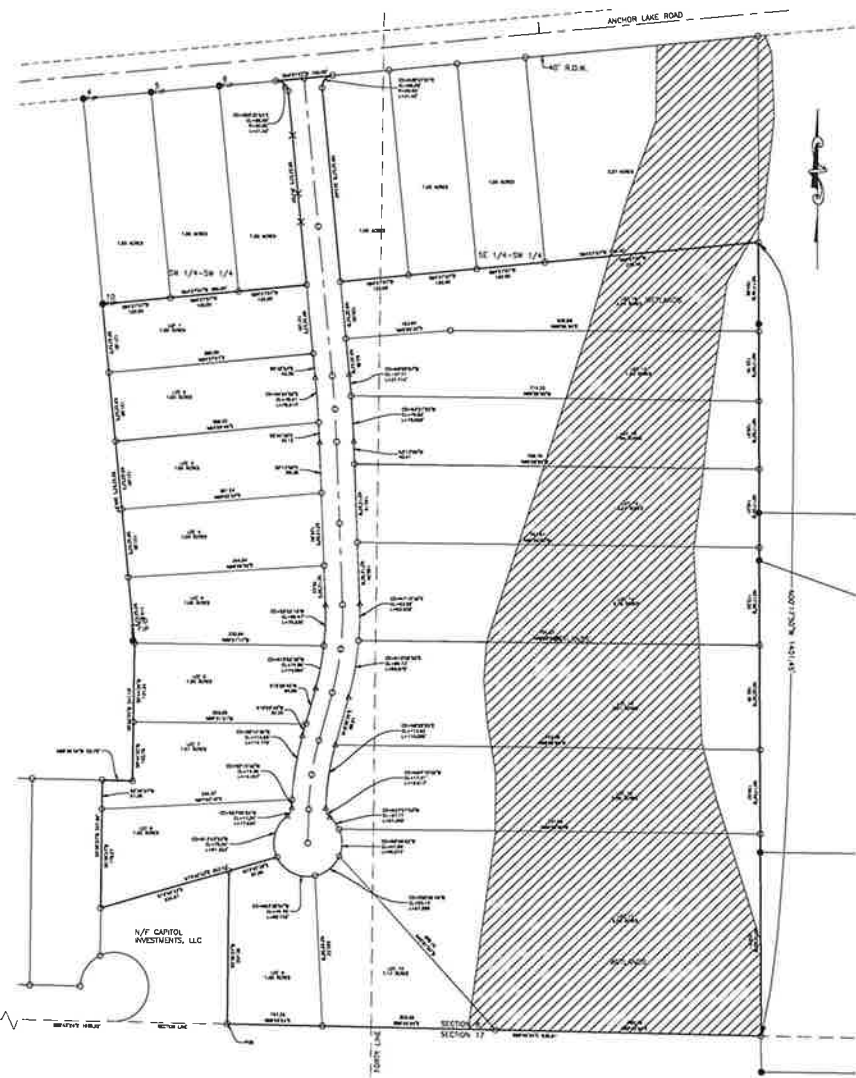
SECTION 8, TOWNSHIP 5 SOUTH, RANGE 16 WEST
PEARL RIVER COUNTY, MS.

VICINITY MAP
SCALE: 1"= 2000'

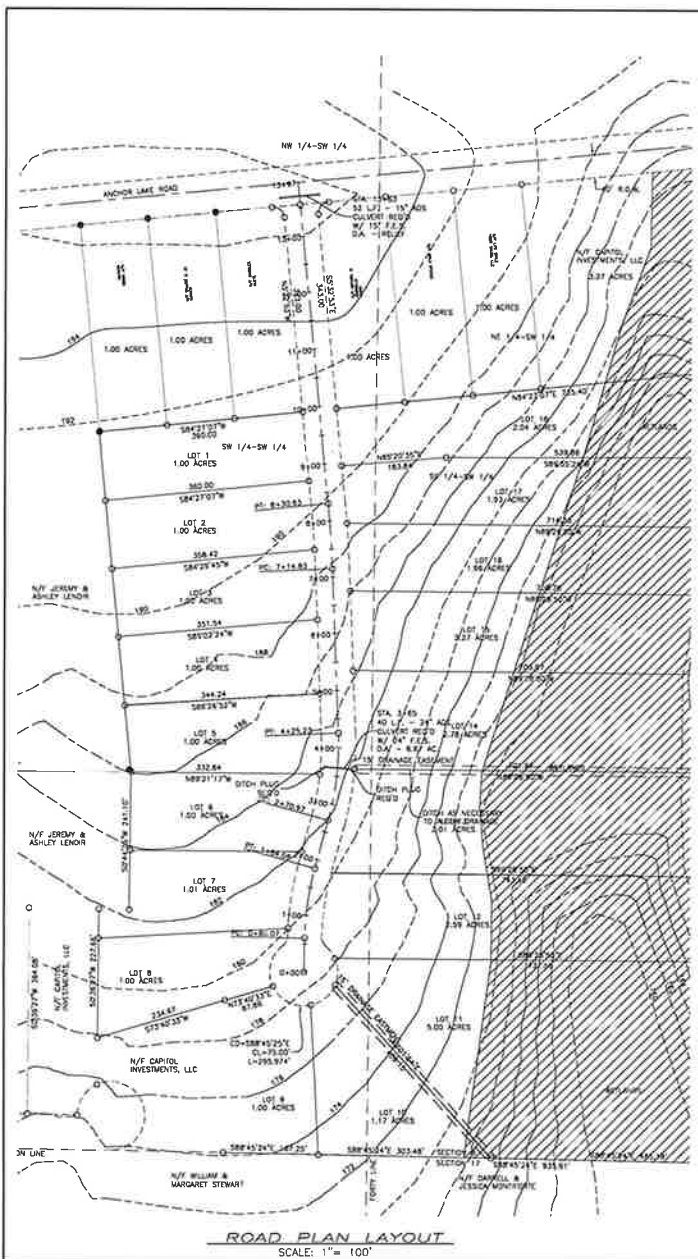
Destination

Commence at a found P.K. Nail marking the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 5 South, Range 16 West, Pearl River County, Mississippi. Thence S88°49'24"E along the South boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 8 a distance of 1079.22 feet to a set 1/2 inch rebar for the POINT OF BEGINNING. Thence S88°49'24"E a distance of 935.61 feet to a set 1/2 inch rebar. Thence N00°17'50"W a distance of 1401.45 feet to a set 1/2 inch rebar. Thence S64°27'07"W a distance of 735.49 feet to a set 1/2 inch rebar. Thence N00°32'03"W a distance of 543.0 feet to a set 1/2 inch rebar. Thence around a curve to the right having a radius of 20.00 feet, an arc length of 31.42 feet, a chord distance of 28.28 feet, and chord bearing of N39°27'07"E to a set 1/2 inch rebar. Thence S04°27'07"W a distance of 100 feet to a set 1/2 inch rebar. Thence around a curve to the right having a radius of 50.00 feet, an arc length of 31.42 feet, a chord distance of 28.28 feet, and a chord bearing of S50°32'03"E to a set 1/2 inch rebar. Thence S05°22'53"E a distance of 343.00 feet to a set 1/2 inch rebar. Thence S64°27'07"W a distance of 360.00 feet to a set 1/2 inch rebar. Thence S05°22'53"E a distance of 590.07 feet to a set 1/2 inch rebar. Thence S00°42'25"W a distance of 241.10 feet to a set 1/2 inch rebar. Thence N08°49'44"W a distance of 52.76 feet to a set 1/2 inch rebar. Thence S01°35'27"W a distance of 227.65 feet to a set 1/2 inch rebar. Thence N73°10'23"E a distance of 234.87 feet to a set 1/2 inch rebar. Thence S00°38'27"W a distance of 287.00 feet to the POINT OF BEGINNING. The property contains 33.82 acres, more or less and is a part of the Southwest 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of said Section 8.

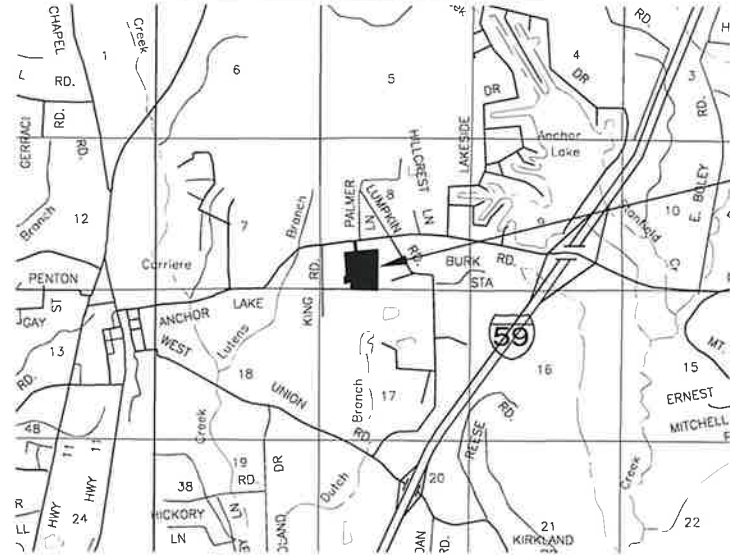
PROJECT NO. 22028	100 0 100 200	LEGEND
CHECKED BY: [Signature]		• FOUND CORNER MONUMENT
DRAWN BY: [Signature]		• FOUND CORNER MONUMENT
DATE: 3/20/20		• FOUND CORNER MONUMENT
APPROVED BY: [Signature]		• FOUND CORNER MONUMENT
DATE: 3/20/20		• FOUND CORNER MONUMENT
SCALE: 1"= 2000'		• FOUND CORNER MONUMENT
SURVEYED: 3/20/20		• FOUND CORNER MONUMENT
BY: O'NEAL-BOND ENGINEERING, INC.		• FOUND CORNER MONUMENT
300 N. 300 E. 300 S. 300 W.		• FOUND CORNER MONUMENT
PEARL RIVER COUNTY, MS.		• FOUND CORNER MONUMENT
EMAIL: j@onealbond.com		• FOUND CORNER MONUMENT
PHONE: (601) 897-1234		• FOUND CORNER MONUMENT
FAX: (601) 897-1234		• FOUND CORNER MONUMENT



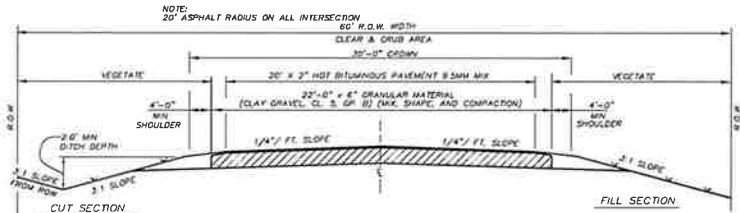
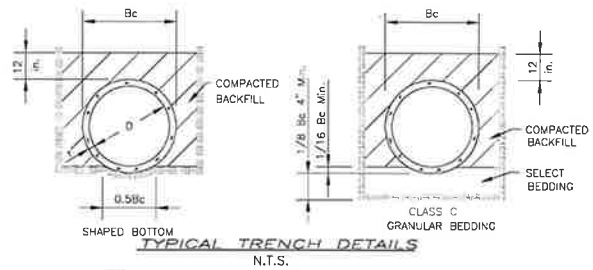
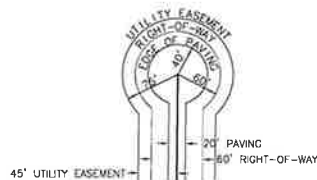
ROAD ACREAGE: 2.05
LOT ACREAGE: 31.77



ROADWAY CONSTRUCTION PLANS FOR THE OAKS SUBDIVISION PEARL RIVER COUNTY, MS.



SECTION 8, TOWNSHIP 5 SOUTH, RANGE 16 WEST
PEARL RIVER COUNTY, MS.



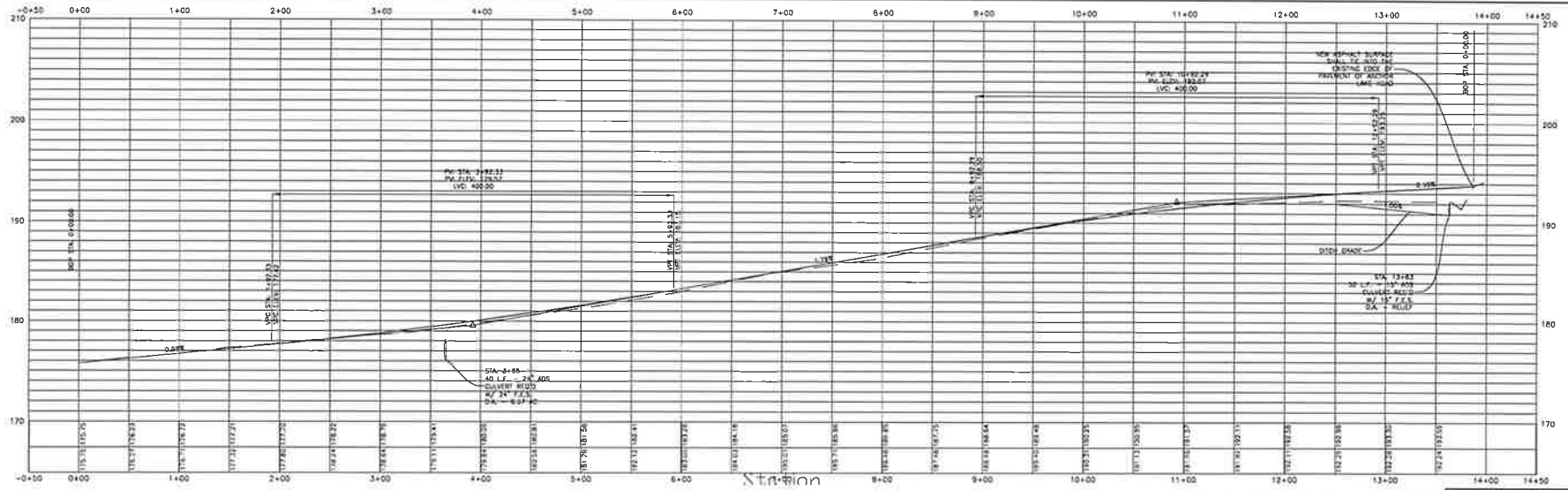
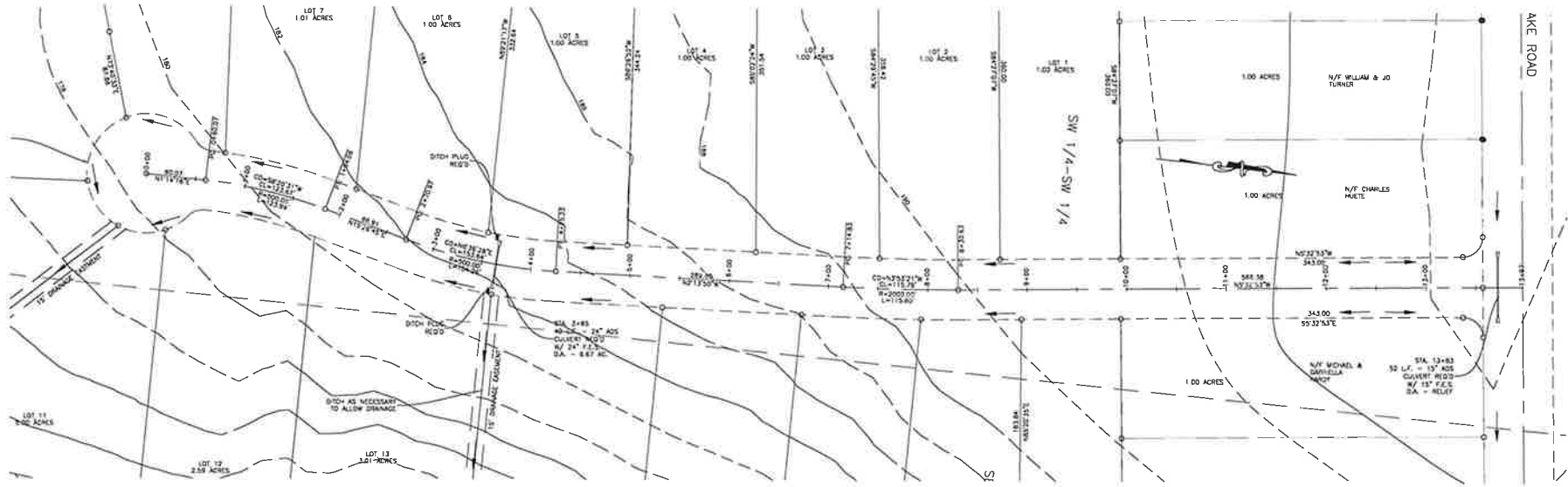
PLAN ASSEMBLY

TITLE	SHEET NO.
VICINITY & LAYOUT SHEET	1 OF 2
ROADWAY PROFILE SHEET	2 OF 2

DRAWN: 1/2021
O'NEAL-BOND ENGINEERING, INC.
P.O. BOX 557 WOODS, MS 39272
TEL: 662-937-1365 FAX: 662-937-1365
EMAIL: jason@onealbondeng.com

ROADWAY CONSTRUCTION PLANS FOR
THE OAKS SUBDIVISION
PEARL RIVER COUNTY, MS.

2 OF 2



DRAWN: 1/2021
O'NEAL-BOND ENGINEERING, INC.
200 BOX 381, GORDON MS, 39071
(601) 228-7730
www.onealbondengineering.com

360

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

361

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

November 30, 2021

Board of Supervisors,

Please approve the payment to Capital One Spark Business for the month of December, 2021.
The total amount due is \$1,301.98 with all transactions verified and initialed by me.

Thanks,

Adrain



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.



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 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

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
BUSINESS**

Spark Cash Select credit card | Visa Signature Business ending in 3298
Oct 19, 2021 - Nov 17, 2021 | 30 days in Billing Cycle

364 Page 2 of 2

Transactions

Visit capitalone.com to see detailed transactions.

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

Trans Date	Post Date	Description	Amount
Oct 19	Oct 21	GRADUATE OXFORDOXFORDMS	- \$451.26

ADRAIN P LUMPKIN JR #3298: Transactions

Trans Date	Post Date	Description	Amount
Oct 19	Oct 23	TOWNEPLACE SUITESOXFORDMS	\$119.00
Nov 5	Nov 8	THE HOME DEPOT #2915PICAYUNEMS	\$1,501.98

ADRAIN P LUMPKIN JR #3298: Total Transactions **\$1,620.98**

Total Transactions for This Period **\$1,620.98**

Fees

Trans Date	Post Date	Description	Amount
Total Fees for This Period			\$0.00

Interest Charged

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

Totals Year-to-Date

Total Fees charged	\$0.00
Total Interest charged	\$0.00

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	19.24% P	\$0.00	\$0.00
Cash Advances	26.99% 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	

365



Posted Transactions Since Your Last Statement

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Nov 18	Home Depot <i>Picayune Return</i>	Merchandise	Adrain L. ...3298	-\$319.00

Total: -\$319.00

366



In addition to this print view, you can also use Download Transactions to download a range of transactions in multiple formats.

Statement Ending Nov 17, 2021

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Nov 08	Home Depot	<i>Picayune Locked.</i> Merchandise	Adrain L. ...3298	\$1,501.98
Oct 23	TownePlace Suites	<i>Hudson - MAS Oxford</i> Lodging	Adrain L. ...3298	\$119.00
Oct 21	Graduate Oxford	<i>Mr. Joe</i> Lodging	Adrain L. ...3298	-\$451.26

367



In addition to this print view, you can also use [Download Transactions](#) to download a range of transactions in multiple formats.

Statement Ending Oct 18, 2021

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Oct 16	Graduate Oxford	Lodging	Adrain L. ...3298	\$451.26

Mr. Joe.
Oxford - MAS



Charged &
Refunded

368

October 14, 2021

Joe Montgomery
P.O. Box 113
Poplarville, MS, 39470
United States

Thank you for choosing Graduate Oxford. We are pleased to confirm your room reservation as follows:

Arrival Date: October 19, 2021
Departure Date: October 21, 2021
Adults / Children: 1 Adult(s) / 0 Child(ren)
Number of Rooms: 1
Number of Nights: 2
Room Type: Graduate King with Patio-One spacious king bed makes these 325 square foot guestrooms ideal for guests seeking generous space to recharge, but don't need a full suite. The addition of a 95 square foot adjoining outdoor patio makes these rooms chic retreats.
Room Rate: \$199.00 (Rates are subject to tax)
Guarantee Method: Visa **Deposit Received:** 451.26
Confirmation Number: 136985420

The following daily rate changes apply during your stay:

10-19-21 - 10-19-21	199.00 USD
10-20-21 - 10-20-21	215.00 USD

Cancellation Policy and Confirmation Note:

Get ready for a night like you've never had before, where little moments of surprise and discovery will meet you down every corridor and around each corner. We're looking forward to welcoming you to Graduate Oxford for your upcoming stay in Mississippi. So whether you're dropping in for a show, showing off the alma mater or have a to-do here in town, we're ready to make it memorable.

This Reservation is a Pre-paid reservation and will not be subject to refunds unless changed or cancelled 14 days prior to arrival date.

Check In: 4:00 PM Check Out: 11:00 PM

We look forward to having you as our guest!

Sincerely,

Reservations Office
Graduate Oxford

Lisa Fowler

From: Graduate Oxford [info@e.graduateoxford.com]
Sent: Friday, October 15, 2021 4:44 PM
To: Lisa Fowler
Subject: Reservation Cancelled: Graduate Oxford

369

[View In Browser](#)



We'll miss you.

Dear Joe,

Travel plans change, we get it. When you're ready to make your way to Oxford, we'll be right here and ready for you. We've gone ahead and cancelled your reservation at Graduate Oxford. Below are details confirming your cancellation.

370

We hope to host you very soon.

ARRIVAL DATE

October 19, 2021

DEPARTURE DATE

October 21, 2021

CANCELLATION NUMBER

77207SC081863X

[GUEST ROOMS](#) | [RESERVATIONS](#) | [AMENITIES](#)

Graduate Oxford

400 N Lamar Blvd

Oxford, MS 38655

662 234 3031



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371

TownePlace Suites® Oxford

105 Ed Perry Blvd, Oxford, MS 38655 P 662.238.3522

Marriott.com/UOXTS

Hudson Holliday
 200 S Main St
 Poplarville MS 39470
 Ms Supervisors

Room: 202
 Room Type: STQQ
 Number of Guests: 1
 Rate: \$119.00

Clerk: KRH

Arrive: 19Oct21

Time: 03:13PM

Depart: 20Oct21

Time: 01:22PM

Folio Number: 87274

DATE	DESCRIPTION	CHARGES	CREDITS
19Oct21	Room Charge	119.00	
20Oct21	Visa		119.00
CARD #: VXXXXXXXXXXXXXXXXX3298/XXXXX Card Type: VISA Card Entry: MANUAL Approval Code: 09758G			
		BALANCE:	0.00



As a Marriott Bonvoy Member, you could have earned points towards your free dream vacation today. Start earning points and Elite status, plus enjoy exclusive member offers. Enroll today at the front desk.

See our "Privacy & Cookie Statement" on Marriott.com.



Customer Receipt

11/05/2021, 12:29 PM CDT

Sales Person RLM5S1R

Store Phone # (601) 749-2180

Store # 2915

Location 2000 HWY 43 SOUTH, PICAYUNE, MS 39466

372

Customer Information

Pearl River County

[Handwritten signature]



Order # H2915-113859

Receipt # 2915 00097 71106

PO / Job Name cabinets



Carryout



Runner Name
RONNIE COOLEY

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01 Glacier Bay Shelburne/Petite Aragon Pedestal in White		592680	\$27.00 / each	1	\$27.00
02 Elkay Crosstown Undermount Stainless Steel 32 in. Single Bowl Kitchen Sink with Center Drain		1001784537	\$319.00 / each	1	\$319.00
03 Glacier Bay Shelburne 20 in. Pedestal Sink Basin in White		779190	\$72.00 / each	1	\$72.00
04 Glacier Bay All-In-One 2-piece 1.28 GPF Single Flush Round High Efficiency Toilet in White		340995	\$89.00 / each	1	\$89.00
05 Hampton Bay Westfield Feather White Wood Shaker Stock Assembled Drawer Base Kitchen Cabinet (24 in. W x 23.75 in. D)		1006239548	\$259.00 / each	2	\$518.00
06 Hampton Bay Westfield Feather White Wood Shaker Stock Assembled Sink Base Kitchen Cabinet (36 in. W x 23.75 in. D)		1006239510	\$169.00 / each	1	\$169.00
07 Hampton Bay 96 in. x 4 in. x 0.22 in. Toe Kick in Feather White		1006239506	\$19.98 / each	1	\$19.98
08 Delta Foundations 4 in. Centerset Single-Handle Bathroom Faucet in Stainless		301287	\$69.00 / each	1	\$69.00
09 MOEN Boman Single Handle Pull-Down Sprayer Kitchen Faucet with Reflex and PowerBoost in Spot Resist Stainless		1006221631	\$219.00 / each	1	\$219.00

Returned



Customer Receipt

11/05/2021, 12:29 PM CDT

Sales Person RLM5S1R

Store Phone # (601) 749-2180

Store # 2915

Location 2000 HWY 43 SOUTH, PICAYUNE, MS 39466

373

Order # H2915-113859

Receipt # 2915 00097 71106



90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2021

Member Statement (as of 11/04)

Pro Xtra Spend

\$344.62

Pro Xtra Savings

\$0.00

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Payment Method

Visa 3298

Charged \$1,501.98

Subtotal

\$1,501.98

Discounts

-\$0.00

Sales Tax

\$0.00

Order Total

\$1,501.98

Take a short survey for a chance TO WIN A \$5,000 Home Depot Gift Card. Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. No Purchase necessary. See complete rules on www.homedepot.com/survey

User ID: GVM3 145416 142598

Password: 21555 142501

For 2 story Purchasing Building



**How doers
get more done.**

TAMMY HENTZE STORE MANAGER
TAMMY_HENTZE@HOMEDEPOT.COM

2915 00008 02686 11/16/21 09:56 AM
CASHIER CATHERINE
KEYTAG# 300802578

* ORIG REC: 2915 097 71106 11/05/21 TA *
1001-784-537 Crosstown Undermoun-319.00N

SUBTOTAL -319.00
SALES TAX 0.00
TOTAL -319.00
XXXXXXXXXXXX3298 VISA -319.00
INVOICE 2084667 TA

REFUND-CUSTOMER COPY

CUSTOMER PRO XTRA ID ###-###-6827
THIS RECEIPT PO/JOB NAME: cabinets

----- PRO XTRA -----
\$319.00 will be removed from your total
qualifying spend in 2021.

----- Pro Xtra Perks -----
\$319.00 will be removed from your total
qualifying spend in 2021.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: C6CR 8576 5669
PASSWORD: 21566 5661

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Sales Person RLM5S1R

Store Phone # (601) 749-2180

Store # 2915

Location 2000 HWY 43 SOUTH, PICAYUNE, MS 39466

374



Order # H2915-113859

Receipt # 2915 00097 71106

PO / Job Name cabinets

Name
COOLEY

Model #	SKU #	Unit Price	Qty	Subtotal
stal	592680	\$27.00 / each	1	\$27.00
ael	1001784537	\$319.00 / each	1	\$319.00
	779190	\$72.00 / each	1	\$72.00
ngle	340995	\$89.00 / each	1	\$89.00
id hen	1006239548	\$259.00 / each	2	\$518.00
id 1	1006239510	\$169.00 / each	1	\$169.00
ck in	1006239506	\$19.98 / each	1	\$19.98
	301287	\$69.00 / each	1	\$69.00
	1006221631	\$219.00 / each	1	\$219.00

Whitfield & Company P.C.

Certified Public Accountants
2201 Adcox Road
Picayune, Mississippi 39466

375

Member
American Institute of CPAS
Mississippi Society of CPAS

Phone: (601) 799-2366
Fax: (601) 799-2320

October 1, 2021

To the Pearl River County Board of Supervisors and the
Board of Commissioners Steephollow Fire District
Pearl River County, Mississippi

We are pleased to confirm our acceptance and understanding of the services we are to provide for Steephollow Fire District, for the year ended September 30, 2021.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:
 - We will post the general ledger for the year and reconcile bank accounts. In addition, we will assist in updating the depreciation schedule based on useful lives and methods as determined by you.

Our bookkeeping services will cover the year ended September 30, 2021.

2. We will prepare the financial statements of Steephollow Fire District, which comprise the annual statement of assets, liabilities and fund balance – modified cash basis, and the related statement of revenues, expenditures, and changes in fund balance – modified cash basis of Steephollow Fire District for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified cash basis of accounting.

Our Responsibilities

The objective of our engagement is to-

1. prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance

on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the District's management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

We are not independent with respect to Steephollow Fire District and we will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

Kent Whitfield, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$1,500 for the compilation and other services as described above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and obtain your approval before we incur the additional costs. Our invoice for these fees will be rendered upon completion and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,


Whitfield & Company P. C.
Certified Public Accountants

Acknowledged:
Pearl River County Board of Supervisors


Name/Title

12-6-21
Date

Whitfield & Company P.C.

Certified Public Accountants
2201 Adcox Road
Picayune, Mississippi 39466

378

Member
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Mississippi Society of CPAS

Phone: (601) 799-2366
Fax: (601) 799-2320

October 1, 2021

To the Pearl River County Board of Supervisors and the
Board of Commissioners North Central Fire District
Pearl River County, Mississippi

We are pleased to confirm our acceptance and understanding of the services we are to provide for North Central Fire District, for the year ended September 30, 2021.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:

- We will post the general ledger for the year and reconcile bank accounts. In addition, we will assist in updating the depreciation schedule based on useful lives and methods as determined by you.

Our bookkeeping services will cover the year ended September 30, 2021.

2. We will prepare the financial statements of North Central Fire District, which comprise the annual statement of assets, liabilities and fund balance – modified cash basis, and the related statement of revenues, expenditures, and changes in fund balance – modified cash basis of North Central Fire District for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified cash basis of accounting.

Our Responsibilities

The objective of our engagement is to-

1. prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance

on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the District's management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

We are not independent with respect to North Central Fire District and we will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

Kent Whitfield, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

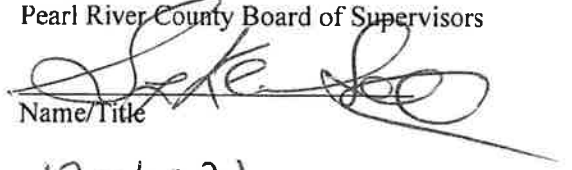
Our fee for these services will be \$1,500 for the compilation and other services as described above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and obtain your approval before we incur the additional costs. Our invoice for these fees will be rendered upon completion and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,


Whitfield & Company P. C.
Certified Public Accountants

Acknowledged:
Pearl River County Board of Supervisors


Name/Title

12-6-21
Date

Whitfield & Company P.C.

Certified Public Accountants
2201 Adcox Road
Picayune, Mississippi 39466

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Phone: (601) 799-2366
Fax: (601) 799-2320

October 1, 2021

To the Pearl River County Board of Supervisors and the
Board of Commissioners Nicholson Fire District
Pearl River County, Mississippi

We are pleased to confirm our acceptance and understanding of the services we are to provide for Nicholson Fire District, for the year ended September 30, 2021.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:
 - We will post the general ledger for the year and reconcile bank accounts. In addition, we will assist in updating the depreciation schedule based on useful lives and methods as determined by you.

Our bookkeeping services will cover the year ended September 30, 2021.

2. We will prepare the financial statements of Nicholson Fire District, which comprise the annual statement of assets, liabilities and fund balance – modified cash basis, and the related statement of revenues, expenditures, and changes in fund balance – modified cash basis of Nicholson Fire District for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified cash basis of accounting.

Our Responsibilities

The objective of our engagement is to-

1. prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance

on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the District's management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

We are not independent with respect to Nicholson Fire District and we will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

Kent Whitfield, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$1,500 for the compilation and other services as described above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and obtain your approval before we incur the additional costs. Our invoice for these fees will be rendered upon completion and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,


Whitfield & Company P. C.
Certified Public Accountants

Acknowledged:
Pearl River County Board of Supervisors


Name/Title

12-6-21
Date

Whitfield & Company P.C.

Certified Public Accountants
2201 Adcox Road
Picayune, Mississippi 39466

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Mississippi Society of CPAS

Phone: (601) 799-2366
Fax: (601) 799-2320

October 1, 2021

To the Pearl River County Board of Supervisors and the
Board of Commissioners McNeill Fire District
Pearl River County, Mississippi

We are pleased to confirm our acceptance and understanding of the services we are to provide for McNeill Fire District, for the year ended September 30, 2021.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:
 - We will post the general ledger for the year and reconcile bank accounts. In addition, we will assist in updating the depreciation schedule based on useful lives and methods as determined by you.

Our bookkeeping services will cover the year ended September 30, 2021.

2. We will prepare the financial statements of McNeill Fire District, which comprise the annual statement of assets, liabilities and fund balance – modified cash basis, and the related statement of revenues, expenditures, and changes in fund balance – modified cash basis of McNeill Fire District for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified cash basis of accounting.

Our Responsibilities

The objective of our engagement is to-

1. prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance

on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the District's management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

We are not independent with respect to McNeill Fire District and we will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

Kent Whitfield, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$1,500 for the compilation and other services as described above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and obtain your approval before we incur the additional costs. Our invoice for these fees will be rendered upon completion and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,


Whitfield & Company P. C.
Certified Public Accountants

Acknowledged:
Pearl River County Board of Supervisors


Name/Title

12-6-21
Date

Whitfield & Company P.C.

Certified Public Accountants
2201 Adcox Road
Picayune, Mississippi 39466

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Mississippi Society of CPAS

Phone: (601) 799-2366
Fax: (601) 799-2320

October 1, 2021

To the Pearl River County Board of Supervisors and the
Board of Commissioners Henleyfield Fire District
Pearl River County, Mississippi

We are pleased to confirm our acceptance and understanding of the services we are to provide for Henleyfield Fire District, for the year ended September 30, 2021.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:
 - We will post the general ledger for the year and reconcile bank accounts. In addition, we will assist in updating the depreciation schedule based on useful lives and methods as determined by you.

Our bookkeeping services will cover the year ended September 30, 2021.

2. We will prepare the financial statements of Henleyfield Fire District, which comprise the annual statement of assets, liabilities and fund balance – modified cash basis, and the related statement of revenues, expenditures, and changes in fund balance – modified cash basis of Henleyfield Fire District for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified cash basis of accounting.

Our Responsibilities

The objective of our engagement is to-

1. prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance

on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

389

Our report will disclose that the District's management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

We are not independent with respect to Henleyfield Fire District and we will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

Kent Whitfield, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$1,500 for the compilation and other services as described above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and obtain your approval before we incur the additional costs. Our invoice for these fees will be rendered upon completion and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Whitfield & Company P. C.
Certified Public Accountants

Acknowledged:
Pearl River County Board of Supervisors



Name/Title

12-6-21
Date

Whitfield & Company P.C.

Certified Public Accountants
2201 Adcox Road
Picayune, Mississippi 39466

390

Member
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Mississippi Society of CPAS

Phone: (601) 799-2366
Fax: (601) 799-2320

October 1, 2021

To the Pearl River County Board of Supervisors and the
Board of Commissioners Derby-Whitesand Fire District
Pearl River County, Mississippi

We are pleased to confirm our acceptance and understanding of the services we are to provide for Derby-Whitesand Fire District, for the year ended September 30, 2021.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:
 - We will post the general ledger for the year and reconcile bank accounts. In addition, we will assist in updating the depreciation schedule based on useful lives and methods as determined by you.

Our bookkeeping services will cover the year ended September 30, 2021.

2. We will prepare the financial statements of Derby-Whitesand Fire District, which comprise the annual statement of assets, liabilities and fund balance -- modified cash basis, and the related statement of revenues, expenditures, and changes in fund balance -- modified cash basis of Derby-Whitesand Fire District for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified cash basis of accounting.

Our Responsibilities

The objective of our engagement is to-

1. prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing bookkeeping services, preparing the financial statements, and performing the compilation engagement.

391

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance

on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

392

Our report will disclose that the District's management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

We are not independent with respect to Derby-Whitesand Fire District and we will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

Kent Whitfield, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$1,500 for the compilation and other services as described above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and obtain your approval before we incur the additional costs. Our invoice for these fees will be rendered upon completion and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,


Whitfield & Company P. C.
Certified Public Accountants

Acknowledged:
Pearl River County Board of Supervisors


Name/Title

12-6-21
Date

Whitfield & Company P.C.

Certified Public Accountants
2201 Adcox Road
Picayune, Mississippi 39466

393

Member
American Institute of CPAS
Mississippi Society of CPAS

Phone: (601) 799-2366
Fax: (601) 799-2320

October 1, 2021

To the Pearl River County Board of Supervisors and the
Board of Commissioners Crossroads Fire District
Pearl River County, Mississippi

We are pleased to confirm our acceptance and understanding of the services we are to provide for Crossroads Fire District, for the year ended September 30, 2021.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:
 - We will post the general ledger for the year and reconcile bank accounts. In addition, we will assist in updating the depreciation schedule based on useful lives and methods as determined by you.

Our bookkeeping services will cover the year ended September 30, 2021.

2. We will prepare the financial statements of Crossroads Fire District, which comprise the annual statement of assets, liabilities and fund balance – modified cash basis, and the related statement of revenues, expenditures, and changes in fund balance – modified cash basis of Crossroads Fire District for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified cash basis of accounting.

Our Responsibilities

The objective of our engagement is to-

1. prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance

on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the District's management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

We are not independent with respect to Crossroads Fire District and we will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

Kent Whitfield, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$1,125 for the compilation and other services as described above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and obtain your approval before we incur the additional costs. Our invoice for these fees will be rendered upon completion and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Whitfield & Company P. C.
Certified Public Accountants

Acknowledged:
Pearl River County Board of Supervisors



Name/Title

12-6-21
Date

Whitfield & Company P.C.

Certified Public Accountants
2201 Adcox Road
Picayune, Mississippi 39466

Member
American Institute of CPAS
Mississippi Society of CPAS

Phone: (601) 799-2366
Fax: (601) 799-2320

October 1, 2021

To the Pearl River County Board of Supervisors and the
Board of Commissioners Carriere Fire District
Pearl River County, Mississippi

We are pleased to confirm our acceptance and understanding of the services we are to provide for Carriere Fire District, for the year ended September 30, 2021.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:
 - We will post the general ledger for the year and reconcile bank accounts. In addition, we will assist in updating the depreciation schedule based on useful lives and methods as determined by you.

Our bookkeeping services will cover the year ended September 30, 2021.

2. We will prepare the financial statements of Carriere Fire District, which comprise the annual statement of assets, liabilities and fund balance – modified cash basis, and the related statement of revenues, expenditures, and changes in fund balance – modified cash basis of Carriere Fire District for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified cash basis of accounting.

Our Responsibilities

The objective of our engagement is to-

1. prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, and tax services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance

on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the District's management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

We are not independent with respect to Carriere Fire District and we will disclose that we are not independent in our compilation report.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

Kent Whitfield, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$2,625 for the compilation and other services as described above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and obtain your approval before we incur the additional costs. Our invoice for these fees will be rendered upon completion and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Whitfield & Company P. C.
Certified Public Accountants

Acknowledged:

Pearl River County Board of Supervisors



Name/Title

12-6-21
Date



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Mississippi

FAA JAN ADO
100 West Cross Street
Suite B
Jackson, MS 39208

Airport Rescue Grant Transmittal Letter

November 8, 2021

The Honorable Louise Smith
Mayor, City of Poplarville
mayor@poplarvillems.gov

Mr. Sandy Kane Smith
President, Pearl River County Board of Supervisors
alumpkin@pearlrivercounty.net

Mr. Paul Bradley Holliday
Chairman, Poplarville-Pearl River County Airport Board
hollidaypaul@bellsouth.net

Dear Mayor Smith/Mr. Smith/Mr. Holliday:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-28-0096-018-2022 for Poplarville-Pearl River County Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 8, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American

Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,



Rans D. Black
Manager, Jackson Airports District Office

Enclosure (1)

CC:

Josh Stubbs, MDOT Aeronautics
Darrell Fuller, Poplarville-Pearl River County Airport Board
Kyle Wallace, Shows, Dearman and Waits, Inc.
Jane O'Neal, City of Poplarville



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 8, 2021

Airport/Planning Area Poplarville-Pearl River County Airport

Airport Rescue Grant No. 3-28-0096-018-2022

Unique Entity Identifier 830038584

TO: CITY OF POPLARVILLE AND PEARL RIVER COUNTY, MISSISSIPPI, AND THE POPLARVILLE-PEARL RIVER COUNTY AIRPORT BOARD

(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated October 3, 2021, for a grant of Federal funds at or associated with the Poplarville-Pearl River County Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Poplarville-Pearl River County Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only

for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Poplarville/Pearl River County incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$22,000, allocated as follows:

\$22,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
- c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 8, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of

the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a

complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
 22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 8, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated November 17, 2021

CITY OF POPLARVILLE, MISSISSIPPI

(Name of Sponsor)

Louise Smith

Louise Smith (Nov 17, 2021 13:36 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Louise Smith

(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Gregory Holcomb, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at November 17, 2021

By: Gregory Holcomb
Gregory Holcomb (Nov 17, 2021 15:36 CST)
(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Recue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this November 17, 2021

PEARL RIVER COUNTY, MISSISSIPPI

(Name of Sponsor)

Sandy Kane Smith

Sandy Kane Smith (Nov 17, 2021 20:55 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Sandy Kane Smith

*(Type Name of Sponsor's Designative
Official/Representative)*

Title: Board President

(Title of Sponsor's Designative Official/Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Joe H. Montgomery, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020 or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at November 18, 2021

By: Joe H. Montgomery
Joe H. Montgomery (Nov 18, 2021 13:46 CST)
(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this November 18, 2021

**POPLARVILLE-PEARL RIVER COUNTY
AIRPORT BOARD**

(Name of Sponsor)

Bradley Holliday

(Signature of Sponsor's Designative Official/Representative)

By: Bradley Holliday

*(Type Name of Sponsor's Designative
Official/Representative)*

Title: President of Board

(Title of Sponsor's Designative Official/Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Joe Montgomery, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020 or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at November 18, 2021

By: Joe Montgomery
Joe Montgomery (Nov 18, 2021 14:12 CST)
(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Poplarville and Pearl River County, Mississippi, and the Poplarville-Pearl River County Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of October 3, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

M13-SOG-3-28-0096-018-2022-Grant Agreement

427

Final Audit Report

2021-11-18

Created:	2021-11-08
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyL8HYsgBur2ky926zUAUKjiE7rhcEjKQ

"M13-SOG-3-28-0096-018-2022-Grant Agreement" History



Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)

2021-11-08 - 4:10:01 PM GMT- IP address: 155.178.180.14



Document emailed to Rans D. Black (rans.black@faa.gov) and will.schuller@faa.gov for signature. One of them to sign

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Signature Date: 2021-11-08 - 4:20:49 PM GMT - Time Source: server- IP address: 155.178.180.11



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Signature Date: 2021-11-17 - 7:36:51 PM GMT - Time Source: server- IP address: 99.57.8.186



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-  Document e-signed by Joe Montgomery (joemontgomery@wwmlawfirm.net)
Signature Date: 2021-11-18 - 8:12:22 PM GMT - Time Source: server- IP address: 170.249.155.142
-  Agreement completed.
2021-11-18 - 8:12:22 PM GMT





429

WASTE MANAGEMENT

8800 Hwy 11 N
McNeill, MS 39457

July 1, 2021

Pearl River County Board of Supervisors

Attention: Board President

207 West Pearl St.

Poplarville, MS 39470

Dear Board Members:

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

Below is the calculation for the 2nd Quarter 2021:

	<u>Total Tons</u>	<u>Pearl River</u>	<u>Outside Tons</u>	<u>Host Fee</u>
Apr-21	4,759.95	3,072.32	1,687.63	\$2,700.21
May-21	4,473.93	2,990.04	1,483.89	\$2,374.22
Jun-21	5,053.17	3,015.75	2,037.42	\$3,259.87

Enclosed is a check for \$8,334.30 for the 2nd Quarter 2021 host fee.

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

Sincerely,

Sophia Parker

Central Landfill – Operations Manager



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

430



Check No. 0015265073
Check Date 07/08/2021
Check Amount \$8,334.30



US-001935 0001 0001 001948

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

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



Page 1 of 1

Date	Invoice No/Description	Amount	Discount	Total Due
07/01/2021	Q2 2021 HOST FEES	\$8,334.30		\$8,334.30
001-000-320				
TOTAL				\$8,334.30

PLEASE FOLD ON PERFORATION AND DETACH HERE ↓

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



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

0015265073
July 08, 2021

70-2328/719
VOID AFTER 90 DAYS

Amount: **Eight Thousand Three Hundred Thirty-Four dollars and 30 cents**

\$8,334.30

Pay to
the
order of

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

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

David L. Reed

AUTHORIZED SIGNATURE

0015265073 071923284 87654003178



October 1, 2021

WASTE MANAGEMENT

8800 Hwy 11 N
McNeill, MS 39457

Pearl River County Board of Supervisors

Attention: Board President

207 West Pearl St.

Poplarville, MS 39470

Dear Board Members:

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

Below is the calculation for the 3rd Quarter 2021:

	<u>Total Tons</u>	<u>Pearl River</u>	<u>Outside Tons</u>	<u>Host Fee</u>
Jul-21	4,740.46	2,995.43	1,745.03	\$2,792.05
Aug-21	4,494.84	2,810.86	1,683.98	\$2,694.37
Sept-21	5,450.19	3,338.84	2,111.35	\$3,378.16

Enclosed is a check for \$8,864.58 for the 3rd Quarter 2021 host fee.

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

Sincerely,

Sophia Parker

Central Landfill – Operations Manager



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

432



Check No. 0015406288
Check Date 10/14/2021
Check Amount \$8,864.58



US-006215 0001 0001 001239

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

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



Page 1 of 1

Date	Invoice No/Description	Amount	Discount	Total Due
10/01/2021	Q3 2021 HOST FEES	\$8,864.58		\$8,864.58
TOTAL				\$8,864.58

001-000-320

TOTAL

↓ PLEASE FOLD ON PERFORATION AND DETACH HERE ↓

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



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

0015406288
October 14, 2021
70-2328/719
VOID AFTER 90 DAYS

Amount: **Eight Thousand Eight Hundred Sixty-Four dollars and 58 cents**

\$8,864.58

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

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

David L. Reed

AUTHORIZED SIGNATURE

0015406288 071923284 8765403178

AIA® Document B105™ – 2017
Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of November in the year Two Thousand Twenty-one

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

BETWEEN the Owner:

(Name, legal status, address and other information)

Pearl River County Board of Supervisors
P.O. Box 569
Poplarville, Mississippi 39470
Telephone Number: 601-403-2300

and the Architect:

(Name, legal status, address and other information)

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

for the following Project:

(Name, location and detailed description)

Pearl River County
MSU Extension Building
CN21-3880

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Letter dated October 14, 2021 attached

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Fixed fee of \$66,000.00

If services are needed during construction they will be provided on an hourly basis as follows:

Principal/Architect at a fixed rate of \$200.00 per hour

Project Manager at a fixed rate of \$165.00 per hour

Construction Administration at a fixed rate of \$180.00 per hour

Senior Drafting at a fixed rate of \$140.00 per hour

Drafting at a fixed rate of \$115.00 per hour

Clerical at a fixed rate of \$90.00 per hour

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent (0.00 %).

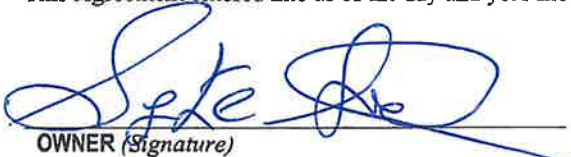
Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate of One and one-half percent (1.50 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twenty-four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

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



OWNER (Signature)

Sandy Kane Smith, President

(Printed name and title)



ARCHITECT (Signature)

Kevin P. Lewis, President

(Printed name, title, and license number, if required)



October 14, 2021

Re: Pearl River County
MSU Extension Building
CN21-3880

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

Attn: Adrain Lumpkin, Pearl River County Administrator

Dear Mr. Lumpkin:

Please accept this letter as our proposal to provide design services for the above referenced project. The following is a brief scope of work and fee proposal:

Scope of Work:

1. Provide Architectural, Structural, Mechanical, and Electrical design services through contract documents.
2. Building will be approximately 8,000 SF wood frame with brick veneer "H" shaped with gable ends and gable porches where needed at entrance/exit doors. Interior will be wood framed with gypsum board painted finishes, solid core wood doors with wood frames, aluminum storefront windows and exterior entrance doors, lay-in ceilings, ceramic tile in restrooms and janitor closet, laminate flooring typical, and painted wood base.
3. Building will be designed to meet latest International Building Code and ADA requirements.
4. Sitework and coordination not included – Owner will coordinate with their civil engineer.
5. It is our understanding you will contract out the construction yourself and we will not be providing services during the bidding and construction phases.

To derive a fee, I used the \$182.00/SF on the courthouse annex project and did not adjust it for inflation as it also included stairs and elevators which would not be in this project. Our current pricing for commercial office projects is ranging \$220-\$280/SF. Based on 8,000 SF at \$182/SF, the anticipated construction cost is \$1,456,000.00. Standard percentage fee at 7% would be \$101,920.00. Since our scope is limited and you have provided a basic conceptual plan, I discounted the fee 35% and our fixed fee for the above scope of work will be \$66,000.00. If any services are needed during construction, we will provide those on an hourly basis.

Please advise if this is acceptable and I will prepare an AIA Standard Owner Architect Agreement for your review and execution. Thank you for the opportunity to submit this proposal. Please let me know if any questions.

Respectfully,

Kevin P. Lewis, AIA,

16th SECTION PUBLIC SCHOOL TRUST LANDS
DRIVEWAY EASEMENT

437

STATE OF MISSISSIPPI

COUNTY OF Pearl River

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS DRIVEWAY EASEMENT, (hereafter "Lease Agreement"), made and entered into this the 8th day of November, 2021 by and between the Poplarville School District Board of Education, (hereinafter "LESSOR"), whose address is 302 South Julisa Street, Poplarville, Mississippi 39470 telephone number 601 -795 -8477 and,

Ashlee M. Barone (hereinafter "LESSEE"),

85 Johns Henry Lake Road, Poplarville, MS 39470 telephone number 985 - 778 - 8577 and

The Living Trust of Eduardo and Heidi Hernandez -Eduardo and Heidi Hernandez (hereinafter "LESSEE"),

59101 Amber Street, Slidell, LA 70461 telephone number (985) 788-5298.

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and by the authority and under the direction of the Poplarville School District Board of Education, as recorded in Minute Book November 8, 2021, Page —, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter called "subject property") to-wit:

Section 16 - Township 1 - Range 17

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

1. Term. Subject to the other provisions herein contained, the term of this Lease Agreement shall be for Twenty-four (24) years, beginning the 8th day of November, 20 21 and ending on the 7th day of November, 2045 (called the "primary term").

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of

Three Hundred (\$300.00) Dollars per annum, on or before the anniversary of this lease 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 the

Poplarville School District Board of Education. In the event of termination or cancellation, any rental payment made shall be non-refundable. Rents shall be readjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for

more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth, and sixteenth anniversary dates 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 subject property.

- (a) LESSOR shall use its best efforts to cause the subject property to be reappraised and a redetermination made of the annual fair market rental amount within six months before any readjustment date. In the event the 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 subject property 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 the 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 the 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 subject property (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 (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 subject property.

- (c) If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of the 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, 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 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.

440

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, made pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for the LESSOR to enter upon the subject property, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to the LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of the 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 sixty (60) 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, said LESSEE shall quit, deliver up and surrender possession of the subject property, and all LESSOR -owned structures and improvements thereon to the said LESSOR, and thereupon this Lease Agreement and all agreements and covenants on the 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 nonfulfillment 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 subject property and all LESSOR- owned improvements thereon absolutely, and custom, usage, or law to the contrary notwithstanding. Any removal of property from the subject property shall be accomplished so as to leave the subject property in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of the LESSEE'S property within one hundred and eighty (180) days of the said event. LESSEE shall be subject to the accrual of rent during the said one hundred and eighty (180) day period.

7. Assignment. LESSEE SHALL NOT SUB-LEASE, ASSIGN OR TRANSFER THE ABOVE DESCRIBED PROPERTY. If the LESSEE desires to sell or convey his fee property then the LESSEE shall file a "NOTICE OF CANCELLATION" with the Superintendent of Education. Upon approval of the same by Board of Education, this lease shall be canceled and the Superintendent shall record the cancellation as required. Upon legal cancellation of this lease and a reappraisal of said property ordered by the Board of Education, the purchaser of the fee property shall have the exclusive option to enter into a lease agreement with the Board of Education within ninety (90) days of completion of said reappraisal. The annual rent under the said optional lease shall be based upon the reappraised fair market value.

8. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this instrument and fails to cure the same after sixty (60) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, or the Secretary of State, as supervisory trustee, (in the event the Secretary of State institutes legal action) its reasonable costs and expenses in enforcing the instrument, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

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

**16th SECTION PUBLIC SCHOOL TRUST LANDS
DRIVEWAY EASEMENT**

PAGE 5

441

To LESSOR:

ATTN: 16th Section Manager

Poplarville School District

302 South Julia Street

Poplarville, Mississippi 39470

(601)- 795-8477

To LESSEE:

Ashlee M. Barone

85 Johns Henry Lake Road

Poplarville, MS 39470

(985)-778-8577

And

The Living Trust of Eduardo and Heidi Hernandez

Eduardo and Heidi Hernandez

59101 Amber Street

Slidell, LA 70461

(985) 788-5298

10. Use. LESSEE may use the subject property for the purposes of constructing, maintaining, operating, repairing, relocating within the subject property for maintenance purposes only, removing and/or replacing a driveway.

11. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless the State of Mississippi and LESSOR, its 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 subject property by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. 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.

12. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of the 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 subject property 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 described above, and shall not, in any event, commit waste or allow waste to be committed.

**16th SECTION PUBLIC SCHOOL TRUST LANDS
DRIVEWAY EASEMENT**

PAGE 6

442

13. Curing Default. Notwithstanding any provisions of this Lease Agreement containing a DEFAULT provision, any present or future holder of a mortgage or deed of trust securing money loaned on these facilities, 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 sixty (60) days, to either 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 the subject property and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

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

15. Execution. LESSEE hereby covenants and agrees that if an execution or process is levied upon the subject property or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction, then LESSOR shall have the right at its option, to terminate this lease; provided that LESSEE, its lenders or a bankruptcy trustee on behalf of LESSEE, as applicable, shall have a period of 180 days to cure following such execution, process or petition through (i) monthly payments of the rent required to be paid hereunder during such 180 day period and (ii) at the end of such 180 day period, payment of the remaining amount of annual rent due hereunder. This lease agreement shall terminate if an execution or process is levied upon the Subject Property or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction and, following such execution, process or petition, this lease agreement is rejected by LESSEE or a bankruptcy trustee, on behalf of LESSEE, as applicable.

16. 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 subject property.

17. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across the subject property 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.

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

19. Recording. LESSOR will deliver this Lease Agreement to the Chancery Clerk of Pearl River County County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of \$36.00 payable to such Chancery Clerk as recording fees.

20. Immunity. No provision of this lease, 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.

21. Interpretation. The parties to this Lease Agreement acknowledge that this agreement has been drafted by both parties and any ambiguities shall not be construed against a single party.

22. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi and that 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 County, Mississippi.

23. 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 LANDS
DRIVEWAY EASEMENT**

PAGE 7

443

16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the Poplarville Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

24. Supervisory Right. 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.

25. 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."

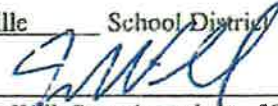
26. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A," and "B." If Exhibits "A," and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 8th day of November, 2021.

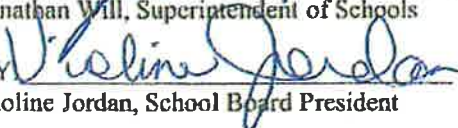
Signed, Sealed and Delivered in the Presence of:

LESSOR:

Poplarville School District

BY: 

Jonathan Will, Superintendent of Schools

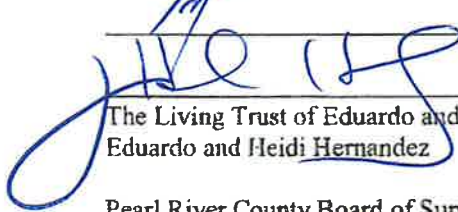
BY: 

Violine Jordan, School Board President

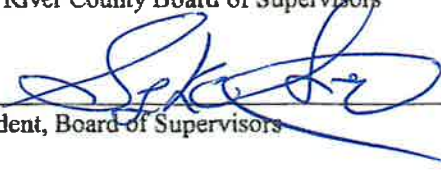
LESSEE:



Ashlee M. Barone


The Living Trust of Eduardo and Heidi Hernandez
Eduardo and Heidi Hernandez

Pearl River County Board of Supervisors

BY: 

President, Board of Supervisors

APPROVED

SECRETARY OF STATE

Michael Watson
Secretary of State

16th SECTION PUBLIC SCHOOL TRUST LANDS
DRIVEWAY EASEMENT

PAGE 8

444

STATE OF MISSISSIPPI

COUNTY OF Pearl River

Personally came and appeared before me, the undersigned authority in and for said county and state, on this the 8 day of November, 2021, within my jurisdiction, the within named, Jonathan Will, Poplarville School District, Superintendent of Schools, and Violine Jordan, School Board President, of the Poplarville School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of Poplarville School District, Mississippi, 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.



Danielle Hickman
(Notary Public) Danielle Hickman

(Affix official seal, if applicable)

STATE OF MISSISSIPPI

COUNTY OF Pearl River

Personally came and appeared before me the undersigned authority in and for the said county and state, on this the 6th day of December, 2021, within my jurisdiction, the within named

SANDY KANE SMITH, who

acknowledged to me that He he is the President of the Board of Supervisors of

Pearl River County, Mississippi, and that in said representative

capacity he he executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Manda S Brumby Buttery
(Notary Public) Manda

My Commission Expires:

01/01/2024
(Affix official seal, if applicable)



16th SECTION PUBLIC SCHOOL TRUST LANDS
DRIVEWAY EASEMENT

PAGE 9

445

STATE OF Mississippi

COUNTY OF Pearl River

Personally came and appeared before me the undersigned authority in and for said county and state, on this the 18th day of November, 20 21, within my jurisdiction, the within named Ashlee M. Barone, Eduardo Hernandez, and Heidi Hernandez, who acknowledged to me that he/she executed the above and foregoing instrument.



Teresa M. Williams
(Notary Public)

My Commission Expires

1-14-24

(Affix official seal, if applicable)

LESSOR'S ADDRESS

Poplarville School District
302 South Julia Street
Poplarville, Mississippi 39470
(601)- 795- 8477

LESSEE'S ADDRESS

Ashlee M. Barone
85 Johns Henry Lake Road
Poplarville, MS 39470
(985)-778-8577

And

The Living Trust of Eduardo and Heidi Hernandez
Eduardo and Heidi Hernandez
59101 Amber Street
Slidell, LA 70461
(985) 788-5298

INSTRUMENT PREPARED BY:

Poplarville School District
302 South Julia Street
Poplarville, Mississippi 39470
(601)- 795- 8477

**16th SECTION PUBLIC SCHOOL TRUST LANDS
DRIVEWAY EASEMENT**

PAGE 10

446

INDEXING INSTRUCTIONS:

_____ ¼ of the _____

Section 16 - Township 1 - Range 17

**EXHIBIT "A"
DESCRIPTION OF PROPERTY**

See Attached

**EXHIBIT "B"
ADDITIONAL PROVISIONS**

NONE.

AMOS BURNETT CLAIM, SEC. 8 SEC. 16, T1S, R17W

449

30.0' ACCESS EASEMENT, PART 1-SURVEY DESCRIPTION

A 30.0 foot Access Easement located in the Amos Burnett Claim, Section 8, Township 1 South, Range 17, West, Pearl River County, Mississippi and being more particularly described as being 15.0 feet parallel to and on each side of the following line, to wit:

Commencing at a 4x4 Lighter Knot Found at the Northwest Corner of Lot 2 of Section 16, Township 1 South, Range 17, West, Pearl River County, Mississippi, said point having the Mississippi State Plane Coordinate System, NAD83, MS East Zone coordinates of N=535249.84, E=710952.16, thence on and along the West line of said Lot 2 of Section 16, South 00 degrees 35 minutes 30 seconds West 1853.30 feet to the Point of Beginning in the center of an existing gravel road; thence on and along the center of said existing gravel road for the following call: North 13 degrees 16 minutes 05 seconds West 32.07 feet; thence North 03 degrees 28 minutes 13 seconds West 34.18 feet; thence North 00 degrees 57 minutes 41 seconds West 144.07 feet; thence North 04 degrees 24 minutes 07 seconds West 120.84 feet; thence North 07 degrees 32 minutes 53 seconds West 131.36 feet; thence North 05 degrees 11 minutes 18 seconds West 113.07 feet to the P.C. of a curve to the left having a radius of 283.30 feet, a chord bearing of North 27 degrees 27 minutes 32 seconds West and a chord distance of 172.26 feet; thence along said curve on arc length of 177.53 feet; thence North 51 degrees 04 minutes 38 seconds West 352.07 feet; thence North 50 degrees 48 minutes 53 seconds West 267.01 feet to the P.C. of a curve to the right having a radius of 264.29 feet, a chord bearing of North 27 degrees 17 minutes 50 seconds West and a chord distance of 172.26 feet; thence along said curve on arc length of 174.84 feet; thence North 02 degrees 55 minutes 08 seconds East 80.29 feet; thence North 05 degrees 09 minutes 59 seconds West 56.85 feet; thence North 00 degrees 59 minutes 48 seconds West 414.46 feet; thence North 10 degrees 38 minutes 25 seconds West 473.78 feet to the P.C. of a curve to the right having a radius of 359.29 feet, a chord bearing of North 00 degrees 31 minutes 04 seconds West and a chord distance of 102.26 feet; thence along said curve on arc length of 102.61 feet; thence North 13 degrees 13 minutes 28 seconds East 308.97 feet to the P.C. of a curve to the left having a radius of 491.60 feet, a chord bearing of North 08 degrees 35 minutes 38 seconds East and a chord distance of 152.52 feet; thence along said curve on arc length of 153.14 feet; thence North 04 degrees 08 minutes 05 seconds West 180.03 feet; thence North 03 minutes 19 minutes 35 seconds West 153.24 feet; thence North 13 degrees 30 minutes 19 seconds West 384.19 feet to the P.C. of a curve to the right having a radius of 143.68 feet, a chord bearing of North 17 degrees 30 minutes 50 seconds East and a chord distance of 75.93 feet; thence along said curve on arc length of 75.93 feet to the Point of Terminus on the South line of MS State Highway No. 43. This field survey by Cutler Land Surveying, LLC dated October 27, 2021, Drawing Number 1328-21-1.

30.0' ACCESS EASEMENT, PART 2-SURVEY DESCRIPTION

A 30.0 foot Access Easement located in Lots 2, 4 & 5 of Section 16, Township 1 South, Range 17, West, Pearl River County, Mississippi and being more particularly described as being 15.0 feet parallel to and on each side of the following line, to wit:

Commencing at a 4x4 Lighter Knot Found at the Northwest Corner of Lot 2 of Section 16, Township 1 South, Range 17, West, Pearl River County, Mississippi, said point having the Mississippi State Plane Coordinate System, NAD83, MS East Zone coordinates of N=535249.84, E=710952.16, thence on and along the West line of said Lot 2 of Section 16, South 00 degrees 35 minutes 30 seconds West 1853.30 feet to the Point of Beginning in the center of an existing gravel road; thence on and along the centerline of said gravel road for the following call: South 19 degrees 40 minutes 52 seconds East 71.08 feet; thence South 36 degrees 53 minutes 36 seconds East 99.53 feet; thence South 23 degrees 03 minutes 00 seconds East 117.37 feet; thence South 13 degrees 38 minutes 25 seconds East 222.25 feet; thence South 10 degrees 29 minutes 27 seconds East 165.77 feet to the P.C. of a curve to the right having a radius of 816.60 feet, a chord bearing of South 00 degrees 21 minutes 51 seconds East and a chord distance of 161.38 feet; thence along said curve on arc length of 161.84 feet; thence South 07 degrees 41 minutes 27 seconds West 149.15 feet to the P.C. of a curve to the left having a radius of 437.42 feet, a chord bearing of South 10 degrees 31 minutes 31 seconds East and a chord distance of 212.12 feet; thence along said curve on arc length of 214.26 feet; thence South 31 degrees 12 minutes 46 seconds East 104.75 feet to the P.C. of a curve to the right having a radius of 248.30 feet, a chord bearing of South 84 degrees 00 minutes 09 seconds East and a chord distance of 147.20 feet; thence South 79 degrees 52 minutes 03 seconds East 123.51 feet to the P.C. of a curve to the right having a radius of 196.80 feet, a chord bearing of South 28 degrees 0 minutes 22 seconds East and a chord distance of 262.55 feet; thence along said curve on arc length of 315.12 feet; thence South 18 degrees 11 minutes 35 seconds West 89.56 feet to the P.C. of a curve to the left having a radius of 228.04 feet, a chord bearing of South 47 degrees 22 minutes 08 seconds West and a chord distance of 150.04 feet; thence along said curve on arc length of 152.08 feet; thence South 07 degrees 26 minutes 28 seconds West 23.33 feet; thence South 59 degrees 24 minutes 28 seconds West 83.18 feet; thence South 49 degrees 14 minutes 30 seconds West 120.21 feet; thence South 48 degrees 0 minutes 05 seconds West 127.83 feet; thence South 53 degrees 00 minutes 43 seconds West 140.28 feet; thence South 59 degrees 16 minutes 39 seconds West 85.68 feet; thence South 23 degrees 01 minutes 01 minutes East 23.13 feet to the P.C. of a curve to the left having a radius of 163.23 feet, a chord bearing of South 04 degrees 03 minutes 05 seconds East and a chord distance of 160.57 feet; thence along said curve on arc length of 155.17 feet; thence South 23 degrees 10 minutes 35 seconds East 162.00 feet to the P.C. of a curve to the right having a radius of 111.16 feet, a chord bearing of South 12 degrees 04 minutes 28 seconds East and a chord distance of 169.35 feet; thence along said curve on arc length of 169.51 feet; thence South 07 degrees 18 minutes 53 seconds East 244.09 feet; thence South 18 degrees 06 minutes 14 seconds East 108.08 feet; thence South 18 degrees 33 minutes 12 seconds East 27.77 feet; thence South 01 degrees 05 minutes 59 seconds West 60.61 feet; thence South 14 degrees 12 minutes 59 seconds East 36.40 feet to the Point of Terminus on the South line of said Section 16, Township 1 South, Range 17, West. This field survey by Cutler Land Surveying, LLC dated October 27, 2021, Drawing Number 1328-21-1.

30.0' ACCESS EASEMENT, PART 3-SURVEY DESCRIPTION

A 30.0 foot Access Easement located in Lots 4 & 5 of Section 16, Township 1 South, Range 17, West, Pearl River County, Mississippi and being more particularly described as being 15.0 feet parallel to and on each side of the following line, to wit:

Commencing at a 4x4 Lighter Knot Found at the Southeast Corner of Section 16, Township 1 South, Range 17, West, Pearl River County, Mississippi, said point having the Mississippi State Plane Coordinate System, NAD83, MS East Zone coordinates of N=535249.84, E=710952.16, thence on and along the South line of said Section 16, North 08 degrees 43 minutes 52 seconds West 235.61 feet to the Point of Beginning in the center of an existing gravel drive; thence on and along the center of said gravel drive, North 58 degrees 58 minutes 16 seconds West 28.51 feet; thence North 68 degrees 43 minutes 52 seconds West 409.68 feet to the Point of Terminus, said Point of Terminus being the Point of Beginning of that certain 30.0' easement as described in Part 2 of that certain survey by Cutler Land Surveying, LLC dated October 27, 2021, Drawing Number 1328-21-1. This easement containing 0.36 Acres, more or less. The Basis of Bearings is the Mississippi State Plane Coordinate System, NAD83, MS East Zone.

GENERAL NOTES:

This survey was performed without the benefit of a current title report and should not be used as one. Therefore, all recorded and unrecorded right-of-ways and/or easements may not be shown hereon.

These easements are created in conjunction with a Boundary Survey for Jackie Bradford Wells as shown on the survey by Cutler Land Surveying, LLC, Drawing Number 1328-21-1. These easements are meant to give access to that certain parcel as described in Deed Book 1037 Page 225 to MS State Highway No. 43.

The Basis of Bearings is the Mississippi State Plane Coordinate System, NAD 83, MS East Zone. State Plane Coordinates were determined by GPS observations utilizing GOC's Real Time Network, NAD83 (2011), epoch 2010.00.

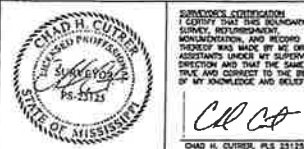
Convergence Angle: -07°28'50.21"

Combined Scale Factor: 1.000035115

No above/below grade utilities were located in this survey. A NS 811 "One Call" is recommended before you dig.

Reference Material:

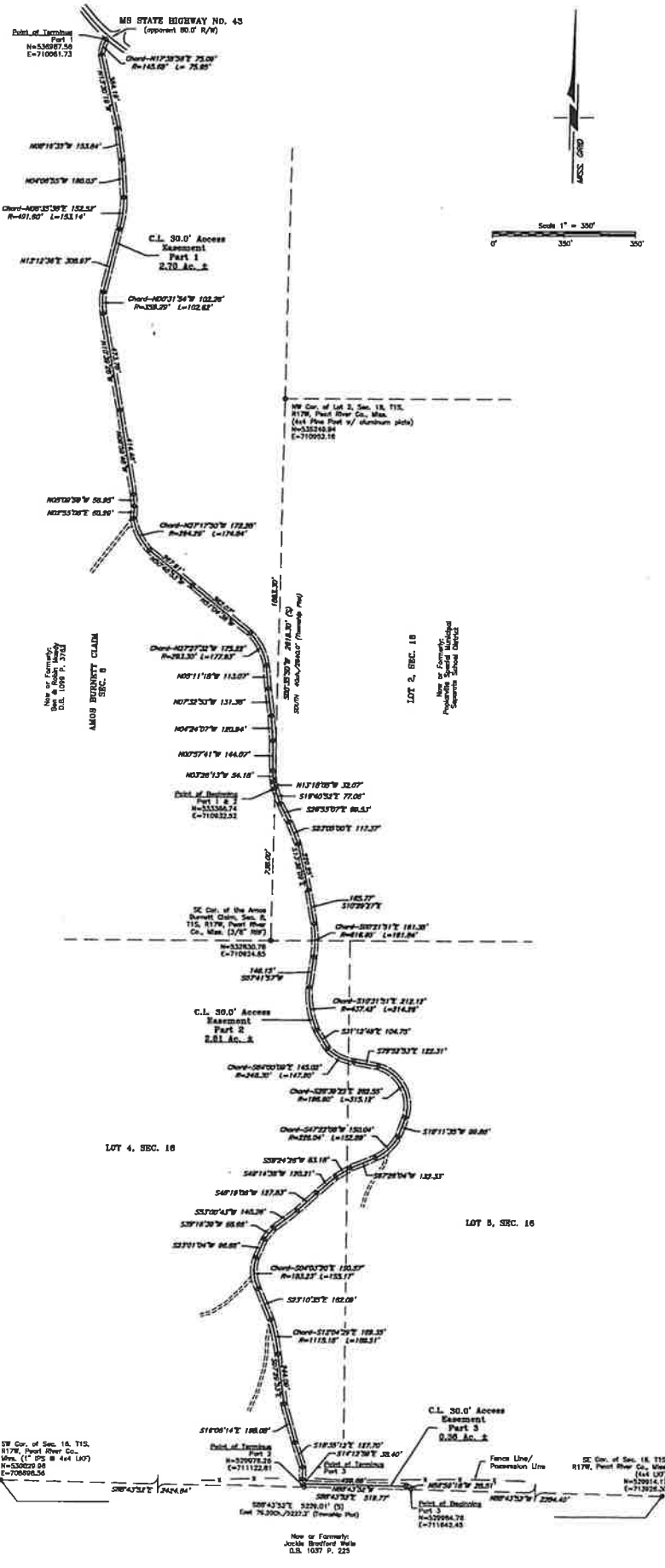
Warranty Deed Book 316 Page 372
Warranty Deed Book 1037 Page 225
GLO Township Plat



PLAT OF EASEMENT SURVEY FOR:
JACKIE BRADFORD WELLS
SECTIONS 8 & 16, TOWNSHIP 1 SOUTH, RANGE 17
WEST, PEARL RIVER COUNTY, MISS.

DATE OF BEARINGS: MISS. SPCS, NAD83, MS EAST ZONE.
DRAWING NO: 1328-21-1, 3
FIELD CREW: CHC, CHC
DRAWN BY: CHC

CUTLER
LAND SURVEYING, LLC
2017 46 S 103



1326-21_3 Jackie Bradford Wells**30.0' Access Easement-Part 1**

A 30.0 feet Access Easement located in the Amos Burnett Claim, Section 8, Township 1 South, Range 17, West, Pearl River County, Mississippi and being more particularly described as being 15.0 feet parallel to and on each side of the following line, to wit:

Commencing at a 4x4 Lighter Knot Found at the Northwest Corner of Lot 2 of Section 16, Township 1 South, Range 17 West, Pearl River County, Mississippi, said point having the Mississippi State Plane Coordinate System, NAD83, MS East Zone coordinates of N=535249.94, E=710952.16, thence on and along the West line of said Lot 2 of Section 16, South 00 degrees 35 minutes 50 seconds West 1883.30 feet to the Point of Beginning in the center of an existing gravel road; thence on and along the center of said existing gravel road for the following calls: North 13 degrees 18 minutes 05 seconds West 32.07 feet; thence North 03 degrees 28 minutes 13 seconds West 54.18 feet; thence North 00 degrees 57 minutes 41 seconds West 144.07 feet; thence North 04 degrees 24 minutes 07 seconds West 120.94 feet; thence North 07 degrees 32 minutes 53 seconds West 131.36 feet; thence North 05 degrees 11 minutes 18 seconds West 113.07 feet to the P.C. of a curve to the left having a radius of 293.30 feet, a chord bearing of North 27 degrees 27 minutes 32 seconds West and a chord distance of 175.22 feet; thence along said curve an arc length of 177.93 feet; thence North 51 degrees 04 minutes 36 seconds West 362.07 feet; thence North 50 degrees 48 minutes 53 seconds West 267.91 feet to the P.C. of a curve to the right having a radius of 294.29 feet, a chord bearing of North 27 degrees 17 minutes 50 seconds West and a chord distance of 172.28 feet; thence along said curve an arc length of 174.84 feet; thence North 02 degrees 55 minutes 06 seconds East 60.29 feet; thence North 05 degrees 09 minutes 59 seconds West 56.95 feet; thence North 09 degrees 59 minutes 48 seconds West 414.46 feet; thence North 10 degrees 39 minutes 28 seconds West 473.78 feet to the P.C. of a curve to the right having a radius of 359.29 feet, a chord bearing of North 00 degrees 31 minutes 54 seconds West and a chord distance of 102.26 feet; thence along said curve an arc length of 102.61 feet; thence North 13 degrees 12 minutes 36 seconds East 308.97 feet to the P.C. of a curve to the left having a radius of 491.60 feet, a chord bearing of North 06 degrees 35 minutes 38 seconds East and a chord distance of 152.52 feet; thence along said curve an arc length of 153.14 feet; thence North 04 degrees 06 minutes 55 seconds West 180.03 feet; thence North 08 degrees 16 minutes 35 seconds West 153.84 feet; thence North 13 degrees 30 minutes 19 seconds West 364.19 feet to the P.C. of a curve to the right having a radius of 145.68 feet, a chord bearing of North 17 degrees 38 minutes 56 seconds East and a chord distance of 75.09 feet; thence along said curve an arc length of 75.95 feet to the Point of Terminus on the West right-of-way of MS State Highway No. 43. This easement containing 2.70 Acres, more or less. The Basis of Bearings is the Mississippi State Plane Coordinate System, NAD83, MS East Zone. This description is as per the field survey by Cutrer Land Surveying, LLC dated October 27, 2021, Drawing Number 1326-21_3.

30.0' Access Easement-Part 2

A 30.0 feet Access Easement located in Lots 2,4 & 5 of Section 16, Township 1 South, Range 17, West, Pearl River County, Mississippi and being more particularly described as being 15.0 feet parallel to and on each side of the following line, to wit:

Commencing at a 4x4 Lighter Knot Found at the Northwest Corner of Lot 2 of Section 16, Township 1 South, Range 17 West, Pearl River County, Mississippi, said point having the Mississippi State Plane Coordinate System, NAD83, MS East Zone coordinates of N=535249.94, E=710952.16, thence on and along the West line of said Lot 2 of Section 16, South 00 degrees 35 minutes 50 seconds West 1883.30 feet to the Point of Beginning in the center of an existing gravel road; thence on and along the centerline of said gravel road for the following calls: South 19 degrees 40 minutes 52 seconds East 77.06 feet; thence South 26 degrees 55 minutes 07 seconds East 99.53 feet; thence South 23 degrees 05 minutes 00

seconds East 117.37 feet; thence South 13 degrees 36 minutes 09 seconds East 229.25 feet; thence South 10 degrees 29 minutes 27 seconds East 165.77 feet to the P.C. of a curve to the right having a radius of 616.60 feet, a chord bearing of South 00 degrees 21 minutes 51 seconds East and a chord distance of 161.38 feet; thence along said curve an arc length of 161.84 feet; thence South 07 degrees 41 minutes 57 seconds West 149.15 feet to the P.C. of a curve to the left having a radius of 437.42 feet, a chord bearing of South 10 degrees 31 minutes 51 seconds East and a chord distance of 212.12 feet; thence along said curve an arc length of 214.26 feet; thence South 31 degrees 12 minutes 48 seconds East 104.75 feet to the P.C. of a curve to the left having a radius of 246.30 feet, a chord bearing of South 64 degrees 00 minutes 09 seconds East and a chord distance of 145.02 feet; thence along said curve an arc length of 147.20 feet; thence South 79 degrees 52 minutes 53 seconds East 122.31 feet to the P.C. of a curve to the right having a radius of 196.90 feet, a chord bearing of South 28 degrees 39 minutes 22 seconds East and a chord distance of 282.55 feet; thence along said curve an arc length of 315.12 feet; thence South 19 degrees 11 minutes 35 seconds West 99.86 feet to the P.C. of a curve to the right having a radius of 228.04 feet, a chord bearing of South 47 degrees 22 minutes 08 seconds West and a chord distance of 150.04 feet; thence along said curve an arc length of 152.89 feet; thence South 67 degrees 26 minutes 04 seconds West 132.33 feet; thence South 59 degrees 24 minutes 26 seconds West 83.18 feet; thence South 49 degrees 14 minutes 36 seconds West 120.21 feet; thence South 48 degrees 19 minutes 06 seconds West 127.83 feet; thence South 53 degrees 00 minutes 43 seconds West 140.26 feet; thence South 39 degrees 16 minutes 39 seconds West 68.66 feet; thence South 23 degrees 01 minutes 04 seconds West 96.66 feet to the P.C. of a curve to the left having a radius of 183.23 feet, a chord bearing of South 04 degrees 03 minutes 20 seconds East and a chord distance of 150.57 feet; thence along said curve an arc length of 155.17 feet; thence South 23 degrees 10 minutes 35 seconds East 162.09 feet to the P.C. of a curve to the right having a radius of 1115.18 feet, a chord bearing of South 12 degrees 04 minutes 29 seconds East and a chord distance of 169.35 feet; thence along said curve an arc length of 169.51 feet; thence South 07 degrees 29 minutes 53 seconds East 244.09 feet; thence South 16 degrees 06 minutes 14 seconds East 198.08 feet; thence South 18 degrees 35 minutes 12 seconds East 127.77 feet; thence South 01 degrees 05 minutes 59 seconds West 60.61 feet; thence South 14 degrees 12 minutes 59 seconds East 38.40 feet to the Point of Terminus on the South line of said Section 16, Township 1 South, Range 17 West; This easement containing 2.81 Acres, more or less. The Basis of Bearings is the Mississippi State Plane Coordinate System, NAD83, MS East Zone. This description is as per the field survey by Cutrer Land Surveying, LLC dated October 27, 2021, Drawing Number 1326-21_3.

30.0' Access Easement-Part 3

A 30.0 feet Access Easement located in Lots 4 & 5 of Section 16, Township 1 South, Range 17, West, Pearl River County, Mississippi and being more particularly described as being 15.0 feet parallel to and on each side of the following line, to wit: Commencing at a 4x4 Lighter Knot Found at the Southeast Corner of Section 16, Township 1 South, Range 17 West, Pearl River County, Mississippi, said point having the Mississippi State Plane Coordinate System, NAD83, MS East Zone coordinates of N=529914.17, E=713926.30, thence on and along the South line of said Section 16, North 88 degrees 43 minutes 52 seconds West 2284.40 feet to the Point of Beginning in the center of an existing gravel drive; thence on and along the center of said gravel drive, North 56 degrees 59 minutes 18 seconds West 28.51 feet; thence North 88 degrees 43 minutes 52 seconds West 499.68 feet to the Point of Terminus, said point connecting the center line of that certain 30.0' easement as described as Part 2 of that certain survey by Cutrer Land Surveying, LLC dated October 27, 2021, Drawing Number 1326-21_3. This easement containing 0.36 Acres, more or less. The Basis of Bearings is the Mississippi State Plane Coordinate System, NAD83, MS East Zone.

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this EASEMENT/RIGHT OF WAY Lease Agreement between

453

POPLARVILLE MUNICIPAL SCHOOL DISTRICT

as LESSOR and E & H HERNANDEZ TRUST as LESSEE with a rent amount of \$ 300.00 dated 8th day of November, 2021 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 POPLARVILLE MUNICIPAL 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

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

Be It Ordered by the Pearl River County Board of Supervisors to 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.

Henry Bolton, Kyle Brady, Kaci Leonard, Sean Speights to Basic Law Enforcement Class 2022-1 in Gulfport, MS on January 9 - March 25, 2022

Jason Gambrell and Tyler Tate to Basic Instructor School (Taser) in Huntsville, AL on December 14, 2021

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None



455

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

December 1, 2021

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

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

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

Name: Henry Bolton
Kyle Brady
Kaci Leonard
Sean Speights
What: Basic Law Enforcement Class 2022-1
When: January 9 – March 25, 2022
Where: Harrison County Law Enforcement Training Academy
Gulfport, MS 39503
Registration: \$14,400.00 (\$3,600.00 per deputy)
Payable to: MS Gulf Coast Community College

Each will travel in their county assigned unit.

Thank You,

David Allison, Sheriff



456

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

December 1, 2021

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

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

In and for your consideration approval of travel, issuance of check for class and reimbursement of costs hotel and other expenses associated with the following:

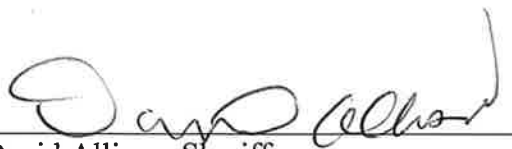
Name: Jason Gambrell
Tyler Tate
What: Basic Instructor School (Taser)
When: December 14, 2021
Where: Huntsville Police Department
Huntsville, AL

Hotel: Will be submitted after class

Please mail check for class to: Axon Enterprise, Inc.
Post Office Box 29661
Phoenix, AZ 85038-9661

Gambrell and Tate will travel in county assigned unit.

Thank you,


David Allison, Sheriff

457

SIGN UP: TASER Instructor Certification Course

Instructor Led Course



Course Content

My Session

Not Started

0/1



DECEMBER 2021

14

TASER Instructor Course - Huntsville, AL

8:00 AM - 5:00 PM (CST)

Add to Calendar

Change Session

Cancel Session

Tags

Certification

TASER

Instructor: Johnny Jordan

Class Size: 20

DECEMBER 2021



8:00 AM - 5:00 PM (CST)

14

Location: Huntsville Police Academy - 5365 Triana Blvd Huntsville Alabama United S...

Starts: December 14, 2021 8:00 AM CST

Ends: December 14, 2021 5:00 PM CST



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382

Invoice

458

Invoice ID INUS032704
Date 19-Nov-21
Page 1 of 2
Sales Order
Requisition
Your Ref Invoice Please
Our Ref
Payment
Invoice Account 127698
Terms of Delivery FCA

BILL TO

Pearl River County Sheriff's Office - MS
200 S Main St
Poplarville, MS 39470-2822
USA

SHIP TO

Pearl River County Sheriff's Office - MS
200 S Main St
Poplarville, MS 39470-2822
USA

				Bundled Description	Quantity	Unit Price	Amount
				A La Carte	1.00	750.00	750.00
Line No.	Ship to*	Quote No.	Item Number	Description	Quantity	Unit Price	Amount
1	1	QL-19306597	44729	BASIC INSTRUCTOR SCHOOL	2.00	375.00	
Tax Date 19-Nov-21							

Sales Amount	750.00
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	750.00
Amount Received	0.00
Payment Due	19-Nov-21
BALANCE DUE	USD 750.00

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS032704	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS032704	Reference No INUS032704	Phoenix AZ 85034
					Reference No INUS032704

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

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 6th day of December, 2021.

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

ORDER TO ENTER EXECUTIVE SESSION

Upon motion made by 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 enter executive session at 10:25 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.

Ordered and adopted, this the 6th day of December, 2021.

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

ORDER TO RETURN TO REGULAR SESSION

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

Be It Ordered by the Pearl River County Board of Supervisors that this Board does now return to regular session at 11:55 a.m. after taking no action in executive session.

Ordered and adopted, this the 6th day of December, 2021.

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 Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered that this Board does now take a recess at 12:00 Noon for lunch until 1:00 p.m.

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None

BOARD OF SUPERVISORS BACK IN SESSION AT 1:00 P.M.

Minute Book Text Detail

Book 0221 Page 461 MDAH PERMIT ON COURTHOUSE REHABILITATION

Date 12/ 6/2021

ORDER TO AUTHORIZE PRESIDENT TO EXECUTE PERMIT FROM
MISSISSIPPI DEPARTMENT OF ARCHIVES & HISTORY FOR PEARL
RIVER COUNTY COURTHOUSE ADDITIONS AND REHABILITATION PROJECT

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
permit from Mississippi Department of Archives & History.

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
authorize President to execute attached permit from Mississippi
Department of Archives & History for Pearl River County
Courthouse additions and rehabilitation Project #09-218-21.

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None

December 3, 2021

The Honorable Sandy Kane Smith
President
Pearl River County Board of Supervisors
200 South Main Street
Poplarville, Mississippi 39470

**RE: Pearl River County Courthouse – Additions and rehabilitation
MDAH Project # 09-218-21
Inventory # 109-POP-0001.1-ML
Poplarville, Pearl River County**

Dear Mr. Smith:

The Mississippi Landmark Permit that was issued by the Board of Trustees of the Department of Archives and History on November 16, 2021 is enclosed. Please sign the original and the copy, retain the copy and return the original to:

MDAH – Historic Preservation Division
ATTN: Chelsea Stewart
P.O. Box 571
Jackson, MS 39205

A copy of the Mississippi Landmark permit shall be posted at the job site for the duration of the project.

Thank you for submitting this project to us. We will make every effort to expedite the review of any other projects which may fall within the purview of Mississippi's Antiquities Law. If we can be of assistance, please contact this office at the above address or phone number.

Sincerely,

Chelsea Stewart

Chelsea Stewart
Mississippi Landmarks Assistant

Enclosure



MISSISSIPPI LANDMARK PERMIT
Mississippi Department of Archives and History

A COPY OF THIS PERMIT SHALL BE POSTED ON SITE

MDAH Project #: 09-218-21

Property Name: Pearl River County Courthouse

Date Received: 9/29/21

Project Description: Additions and Rehabilitation

Inventory #: 109-POP-0001.1-ML

Permittee: Pearl River County Board of Supervisors

Date Issued: 11/16/2021

Location: Poplarville, Pearl River County

The Mississippi Department of Archives and History has determined that the project referenced above is acceptable and in accordance with the Antiquities Law of Mississippi (Miss. Code Ann. § 39-7-3 *et seq.*) and the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, provided that the following condition(s) are met:

1. LAT ceilings must be installed at least 36" from doors with transoms. A reflected ceiling plan and installation detail must be submitted for review and approval prior to construction.
2. All proposed exterior building penetrations must be shown on elevation plans with detail section and elevation plans for review and approval prior to construction.

All work shall be executed in accordance with these conditions and the project plans submitted for review. This Permit is valid for one (1) year from the date issued. In the event of changes in or additions to the project, permittee shall submit supplementary plans to MDAH for review and approval.

Katie Blount, Secretary
Board of Trustees
Department of Archives and History

Sandy Kane Smith, President
Pearl River County Board of Supervisors

Please contact Katherine Anderson at 601-576-6912 or kanderson@mdah.ms.gov with any questions.

Minute Book Text Detail

Book 0221 Page 464 ISSUE CHECK TO MCCRANEY'S STRIPING AND

Date 12/ 6/2021 SEAL COATING, LLC

ORDER TO ISSUE CHECK TO MCCRANEY'S STRIPING AND SEAL
COATING, LLC

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
check to be issued to McCraney's Striping and Seal Coating, LLC.

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

Be It Ordered by the Pearl River County Board of Supervisors to
issue check to McCraney's Striping and Seal Coating, LLC in the
amount of \$32,693.76. (See attached documents)

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None

McCraney's Striping and Seal Coating, LLC

Phone: 601-508-9368 Fax: 601-945-2653

Email: mccraneystriping@gmail.com

Address: P.O. BOX 300

Lucedale, MS 39452

465

156 300
524

6762

22568

ATTN: CHARLIE SCHIEDER

P.O. NO: 98400

PEARL RIVER COUNTY

LABOR AND MATERIALS TO INSTALL:

11 MILES OF YELLOW LINE @ \$950.40 PER MILE \$10,454.40

11 MILES OF WHITE LINE @ \$950.40 PER MILE \$10,454.40

COST: \$20,908.80

*****CHANGE ORDER**

SAVANNAH MILLARD ROAD 12.4 MILES COST: \$11,784.96

TOTAL COST INCLUDING CHANGE ORDER \$32,693.76 ✓

PAYMENT DUE UPON RECEIPT

THANK YOU,

Austin McCraney



Pearl River County
Purchasing Department
P O Box 569

Poplarville, MS 39470
Phone (601) 403-2300/Fax (601) 403-2309

Page 1

466

T O:-----		S H I P T O:-----	
MCCRANEY STRIPPING & SEAL COATING LLC		PEARL RIVER COUNTY	
PO BOX 300		ROAD DEPARTMENT	
144 MCCRANEY HUNT ROAD		8953 HIGHWAY 11	
LUCEDALE MS 39452		POPLARVILLE, MS 39470	

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: Date Ordered : Date Required : Department : Entered by:
: 11/15/2021 : 12/15/2021 : 156 ROAD DEPARTMENT : LPENDER :

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[illegible]

Total \$32,693.76:

By: Lisa Napier
Lisa Napier, Purchaser Clerk

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



STATE OF MISSISSIPPI - PEARL RIVER COUNTY

BOARD OF SUPERVISORS

POPLARVILLE, MISSISSIPPI 39470

PEARL RIVER COUNTY - ACCOUNTS PAYABLE ACCOUNT

VOID IF NOT CASHED
WITHIN 6 MONTHS
BANKPLUS
POPLARVILLE, MS
85-194/663

141036

CHECK NO.
141036

Ref: 156-0220968 Claim No.

164

467

Thirty-Two Thousand Six Hundred Ninety-Three And
76/100 Dollars

DATE

AMOUNT

PAY TO THE ORDER OF:

12/ 6/2021

\$32,693.76

MCCRANEY STRIPPING & SEAL COATING LLC***

PO BOX 300

144 MCCRANEY HUNT ROAD

LUCEDALE

MS 39452



Melinda Smith *Bowman*
AUTHORIZED SIGNATURE

⑈141036⑈ ⑆065301948⑆ 172 032⑈8960⑈

DETACH THIS PORTION, RETAIN FOR YOUR RECORDS.

STATE OF MISSISSIPPI - PEARL RIVER COUNTY

BOARD OF SUPERVISORS - POPLARVILLE, MISSISSIPPI

Account	Check Date	Description	Invoice	Amount
156300524	12/ 6/2021	LABOR AND MATERIAL FOR ROAD	98400	32,693.76
156300524		STRIPPING		
		Total		32,693.76

ORDER TO RECESS

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

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

Be It Further Ordered that this Board does now take a recess until the next scheduled meeting to be held at 9:00 a.m., Monday, the 20th day of December, 2021, at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex in the City of Poplarville.

Ordered and adopted, this the 6th day of December, 2021.

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

Voting NAY: None

PRESIDENT

CLERK OF THE BOARD

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



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

469

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

NOTICE OF SUPERVISOR'S MEETING

You are hereby notified

Pursuant to

THE MISSISSIPPI OPEN MEETINGS LAW

that the next meeting of the

Board of Supervisors of Pearl River County, Mississippi,
will be held on December 20, 21 at 9:00 o'clock a.m.
in the Board of Supervisors Meeting Room
in the Board Room Building
at the Courthouse in Poplarville, Pearl River County, Mississippi

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By: _____

A handwritten signature in blue ink, appearing to read "Adrain Lumpkin, Jr.", is written over a horizontal line.

Adrain Lumpkin, Jr., County Administrator