

Minute Book Text Detail

Book 0232 Page 1 OPENING FOR APRIL 3, 2023

Date 4/ 3/2023 AGENDA FOR APRIL 3, 2023

APRIL 3, 2023

The Board of Supervisors met at 9:00 a.m. the 3rd day of April, 2023, in the Supervisors Board Room, in the Pearl River County Courthouse Complex in the City of Poplarville, Mississippi, with the following members of said Board and officers of said County were present to-wit:

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

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



**Pearl River County
Board of Supervisors
Meeting Agenda
April 3, 2023**



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

- 01) Poplarville High School Cheer Team - National High School Cheerleader Champions**
- 02) Consider approving Board Minutes – March, 2023**
- 03) Consider approving Claims Docket for April 3, 2023**
- 04) Sheriff:**
 - A. Personnel
- 05) County Engineer: Update**
- 06) Inventory Clerk:**
 - A. Remove items from Fairground's Inventory
 - B. Remove items from Sheriff's Inventory
- 07) Circuit Clerk:**
 - A. Circuit Court Order Appointing Donald Ray Jordan as Jury Commissioner
 - B. Circuit Court Order Establishing Court Terms for 2024
 - C. Circuit Court Order – to increase salaries of 15th Circuit Intervention Court employees
 - D. 2022 Annual Financial Report, payment and request to pay PERS contribution
- 08) Discuss approving Bent Creek South Subdivisions**
- 09) Consent Agenda Items:**
 - A. MDEQ Waste Water permits for Walkiah Bluff Water Park & PRC Health Department
 - B. Coroner's request to declare Paupers
 - C. Central Dispatch - personnel
 - D. Picayune School District Corrected Assignment of Commercial Lease
 - E. Letters as notice to serve fuel and water to PRC Hospital & Nursing Home
- 10) Travel:**
 - A. Circuit & Elections (3) to ECAM Certification Training in Brandon, MS on April 4th
 - B. Economic Dev. Project Manager to Awards Luncheon in Jackson, MS on April 27th
- 11) Economic Development Director:**
 - A. Update – Legislative Session
 - B. Update – Gulf Coast Restoration Fund Legislative
- 12) Road Department:**
 - A. Personnel

NEXT BOARD MEETING – Wednesday, April 19th

Minute Book Text Detail

Book 0232 Page 3 APPROVE BOARD MINUTES - MARCH 2023

Date 4/ 3/2023 APPROVE CLAIMS DOCKET FOR APRIL 3, 2023

ORDER TO APPROVE BOARD MINUTES FOR MARCH, 2023

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

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 March, 2023 Board Minutes.

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR APRIL 3, 2023

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

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

Be It Ordered by the Pearl River County Board of Supervisors to approve Claims Docket for April 3, 2023. (See attached Summary of all Funds)

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	1679 Checks	99 Total	350,253.97 Manual	Held	Total	350,253.97
FUND 12 Claims	8 to	8 Checks	1 Total	1,600.00 Manual	Held	Total	1,600.00
FUND 45 Claims	31 to	32 Checks	2 Total	281.00 Manual	Held	Total	281.00
FUND 96 Claims	82 to	85 Checks	4 Total	3,203.19 Manual	Held	Total	3,203.19
FUND 97 Claims	104 to	109 Checks	6 Total	15,034.35 Manual	Held	Total	15,034.35
FUND 104 Claims	12 to	12 Checks	1 Total	282.24 Manual	Held	Total	282.24
FUND 124 Claims	1 to	1 Checks	1 Total	8,604.00 Manual	Held	Total	8,604.00
FUND 156 Claims	424 to	462 Checks	39 Total	510,047.27 Manual	Held	Total	510,047.27
FUND 158 Claims	15 to	18 Checks	4 Total	184,234.67 Manual	Held	Total	184,234.67
FUND 166 Claims	34 to	34 Checks	1 Total	582.04 Manual	Held	Total	582.04
FUND 206 Claims	43 to	50 Checks	8 Total	24,692.94 Manual	Held	Total	24,692.94
FUND 410 Claims	28 to	28 Checks	1 Total	158.36 Manual	Held	Total	158.36
FUND 420 Claims	52 to	53 Checks	2 Total	614.04 Manual	Held	Total	614.04
FUND 450 Claims	47 to	54 Checks	8 Total	4,721.36 Manual	Held	Total	4,721.36
FUND 656 Claims	32 to	36 Checks	5 Total	3,016.97 Manual	Held	Total	3,016.97
FUND 658 Claims	7 to	8 Checks	2 Total	168.95 Manual	Held	Total	168.95
FUND 661 Claims	55 to	59 Checks	5 Total	1,875.17 Manual	Held	Total	1,875.17
FUND 662 Claims	24 to	27 Checks	4 Total	847.90 Manual	Held	Total	847.90
FUND 663 Claims	15 to	21 Checks	7 Total	4,664.02 Manual	Held	Total	4,664.02
FUND 664 Claims	52 to	54 Checks	3 Total	220.62 Manual	Held	Total	220.62
FUND 665 Claims	30 to	32 Checks	3 Total	2,962.09 Manual	Held	Total	2,962.09
FUND 668 Claims	60 to	63 Checks	4 Total	1,308.42 Manual	Held	Total	1,308.42
Total for all Funds				Checks 210 Total	1,119,373.57 Manual	Held	Total 1,119,373.57

Minute Book Text Detail

Book 0232 Page 5 APPROVE SHERIFF'S AGENDA ITEM WITH
Date 4/ 3/2023 ADDITION TO PURCHASE 2 DODGE DURANGOS

ORDER TO APPROVE SHERIFF'S AGENDA ITEM WITH THE ADDITION
TO PURCHASE AND FINANCE TWO (2) 2022 DODGE DURANGO VEHICLES

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

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

Be It Ordered by the Pearl River County Board of Supervisors to
approve the following Sheriff's Agenda Item with the addition
to approve the purchase and financing of two (2) Dodge Durango
vehicles from Jackson Mac Haik under State Contract
No. 8200059516 as listed with attachments:

A. Personnel:

Michael Gambrell	From Patrol to Investigations	
Sean Speights	From Patrol to DUI Enforcement Officer	
Jenifer McGinnis	Corrections	To part-time
Camryn Davis	Corrections	Hire full-time
Katie Miller	Corrections	Hire full-time
Breanna Davis	Corrections	Remove
Kolby Robertson	Corrections	Remove
Aaliyah Ceaser	Corrections	Hire full-time

B. Authorize to purchase and finance two (2) Dodge Durango
vehicles from Jackson Mac Haik in the amount of \$75,808.00
under State Contract No. 8200059516.

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None



006

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

March 29, 2023

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

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

Please move Michael Gambrell from Patrol to Investigations effective March 30, 2023.

Please move Sean Speights from Patrol Deputy to DUI Enforcement Officer effective March 30, 2023.

Please move Jenifer McGinnis from full time to part time Correctional Officer effective March 30, 2023.

Please hire Camryn Davis as full time Correctional Officer effective April 3, 2023.

Please hire Katie Miller as full time Correctional Officer effective April 3, 2023.

Please remove Breanna Davis as full time Correctional Officer due to no contact effective March 29, 2023.

Please remove Kolby Robertson as part time Correctional Officer effective March 21, 2023.

Thank you,


David Allison, Sheriff



007

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

April 3, 2023

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

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

Please hire Aaliyah Ceaser as a full time Correctional Officer effective April 3, 2023.

Thank you,



David Allison, Sheriff



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

April 3, 2023

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

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

Please approve the purchase and financing of the below vehicles from Jackson Mac Haik under State Contract No. 8200059516.

What: 2022 Dodge Durango x2
Price: \$75,808.00 (\$37,904.00 each)

Thank you,


David Allison, Sheriff

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION:

VENDOR:

ITEM NO.:

MAKE/MODEL

ENGINE:

PRICE INCLUDING TITLE FEE: \$

DODGE DURANGO PPV

Jackson Mac Haik CDJR

071-05-40027-4

Dodge Durango PPV (AWD)

Miles Per Gallon	
City	
Hwy	
Combined	

\$30,699

Contract No: 8200059516

Jackson Mac Haik CDJR

5395 I-55 N Frontage Rd

Jackson, MS 39206

Brian Barlow

E-Mail:

bbarlow@machaikms.com

Phone: 601-517-3097

Toll Free:

Fax:

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Octane Red White Black Destroyer Grey Redline Red

ITEM

List optional engines:

V8 HEMI

OPTION
CODEDEALER
COSTREQ.
OPTION
CODE

22Z

\$2,995

NOTE: NO ADDITIONAL OPTIONS ARE ALLOWED ON THIS VEHICLE

Power Windows, Locks

Air Conditioning

Tilt/Cruise

Automatic Transmission

Hands Free Capability

Full Size Spare

Front License Plate Bracket

Radio AM/FM

Driver Side Spotlight

Trailer Tow Group

Skid Plate Group

Full Length Floor Console

Blind Spot and Cross Path Detection

18X8.0 Painted Aluminum Wheels

Deactivate Rear Doors/Windows

Floor Carpet

Cloth Front w/ Rear Vinyl Seats

SpotLight Delete

	INC	
	INC	
	INC	
	INC	
	INC	
	INC	
	INC	
	INC	
AHX	\$760	
ADL	\$295	
CUF	\$266	
XAN	\$446	
WPI	\$313	
CW6	\$75	
CKD	\$113	
A7X9	\$120	
	(\$490)	

\$31,398.00 vehicle

+

\$6506.00 Light Bar Package

=

\$37,904.00 out the door

662-590-3561

600

ORDER TO APPROVE INVENTORY CLERK'S AGENDA ITEMS

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

- A. Remove Asset #5570 - 1000 Amp and speaker cluster serial #S1603262B1Q from Fairgrounds Inventory due to broken/burned.
- B. Remove Asset #3843 - 2007 Dodge Charger VIN # 2B3KA53H57H775647 from Sheriff's Inventory due to being sold.

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

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



HUDSON HOLLIDAY 611
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

003/27/2023

Board of Supervisors
Pearl River County
Poplarville, MS 39470

Honorable Supervisors,

Please remove the attached items from fairgrounds Inventory, due to broken/burned.
Asset # 5570 1000 Amp and speaker cluster – ser# S1603262B1Q

If you have any questions, please feel free to give me a call.

Best Regards,

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

Jerry Bounds
Inventory Clerk

Asset Number 5507 Affiliated Asset No Tag Decal No 0000005507
Asset Type 015 CAMERAS/BINOCULARS/& EQUIPMENT
Class 6 Other Furniture and Equipment
Location 632 FAIRGROUNDS
Fund 001 GENERAL COUNTY
Department 151 MAINT OF BUILDINGS & GROUNDS
Inv. Point

Status M (Marked)Cond (Good, Satisf, Unsat)

012

Cost 4000.00 Check No Purchase Order No 86531
Purchase From CAMAR PO Line No
Purchase Date 6 / 6 / 2017 Serial No S1603262B1Q
Description Model No I NUKE 6000
1000 WATT AMP AND SPKR CLUSTER Manufacturer BEHRINGER
INCLUDES INSTALLATION Warranty Expires / /
Warranty Note

Disposition Date Disposed / /
 Minute Book Page
 License Expires / /

Insurance
Added 6 19 2017 JWS Changed by Copy from

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

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

013

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

003/27/2023

Board of Supervisors
Pearl River County
Poplarville, MS 39470

Honorable Supervisors,

Please remove the attached items from SO Inventory, due to being sold at auction.
Asset # 3843 – 2007 Dodge Charger vin# 2B3KA53H57H775647

If you have any questions, please feel free to give me a call.

Best Regards,

A handwritten signature in black ink that appears to read "Jerry Bounds".

Jerry Bounds
Inventory Clerk

GLMGBA01 PRACCTCY

FIXED ASSETS INVENTORY DATA ENTRY

GLWGBA01/R4

Asset Number

3843

Affiliated Asset No

Tag Decal No

0000003843

Asset Type

025

CARS & OTHER VEHICLES

014

Class

5

Mobile Equipment

Location

200

SHERIFF'S DEPARTMENT

Status

(Marked)

Fund

012

SHERIFF'S FORFEITURE FUND

Cond

(Good,Satisf,Unsat)

Department

200

SHERIFF ADMINISTRATION

Inv. Point

Cost

22749.00

Check No

Purchase Order No

59732

Purchase From

CHAMPION CHRYSLER/DODGE

PO Line No

Purchase Date

4 / 6 / 2007

Serial No

2B3KA53H57H775647

Description

Model No

CHARGER RT

2007 DODGE CHARGER HEMI JULIE

Manufacturer

CHRYSLER

Warranty Expires

/ /

Warranty Note

Disposition

Date Disposed

/ /

Minute Book

Page

License

Expires

/ /

Insurance

FULL

Added

4

9

2007

JWS

Changed

by

Copy from

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09/22-JRR

F1-TYPES

F2-LOCATIONS

F3-FUNDS

F4-DEPTS

F5-ADDENDUM

F6-ALLOCATION

F13-PAPERLINK

To Be deleted -

ORDER TO APPROVE CIRCUIT CLERK'S AGENDA ITEMS

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

- A. Chancery Court Order appointing Donald Ray Jordan as Jury Commissioner for term ending January 1, 2027.
- B. Circuit Court Order Establishing Court Terms for 2024.
- C. Circuit Court Order to increase salaries of 15th Circuit Intervention Court employees.
- D. Circuit Clerk's 2022 Annual Financial Report, check in the amount of \$158,949.00 and request that the Board of Supervisors pay the contributions due PERS in the amount of \$4,955.00.

Ordered and adopted, this the 3rd day of April, 2023.

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) 403-2327

nstokes@pearlrivercounty.net

March 27, 2023

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

Re: Jury Commission

Gentlemen:

Enclosed please find a certified copy of the Order Appointing Donald Ray Jordan as Jury Commissioner for Pearl River County, Mississippi dated March 23, 2023.

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

Thank you for your consideration in this regard.

Sincerely,

A handwritten signature in black ink that reads "Nance Fitzpatrick Stokes". The signature is written in a cursive style with a long, sweeping underline.

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

Enclosure

IN THE CHANCERY COURT OF PEARL RIVER COUNTY, MISSISSIPPI

ORDER APPOINTING DONALD RAY JORDAN
AS JURY COMMISSIONER FOR PEARL RIVER COUNTY, MISSISSIPPI

WHEREAS, the undersigned Senior Chancellor of the Chancery Court of Pearl River County, Mississippi, being aware that Section 13-5-6 of the Mississippi Code Annotated, as Amended, requires that said Judge shall appoint one member of the Jury Commission for each county in his/her Chancery Court District; and

WHEREAS, being aware that Donald Ray Jordan of Pearl River County, Mississippi, has manifested a sincere interest in his community, state and nation and particularly in the jury system and the right of every individual to a fair and impartial trial by a jury composed of her peers in all instances provided by law and the Court finding that said Donald Ray Jordan, is a fit, suitable and proper person to act as Jury Commissioner in said Pearl River County and finds that he is not an attorney nor an elected public official.

IT IS THEREFORE, ORDERED, AND ADJUDGED that Donald Ray Jordan be and he is hereby appointed Jury Commissioner of Pearl River County, Mississippi, as provided by Section 13-5-6 of the Mississippi Code of 1972, Annotated, as Amended, to hold said office for a term period commencing with the 1st day of January 2023 and ending on the 1st day of January, 2027, and that he be paid therefore at the per diem rate of \$40.00 per day pursuant to the provisions of Section 25-4-60 of the Mississippi Code of 1972, as provided by law, during his appointment and upon the approval of the Board of Supervisors of said County, and that the said Donald Ray Jordan shall have and exercise all of the powers conferred upon Jury Commissioners under the appropriate provision of the laws of the State of Mississippi, throughout the term of his appointment unless sooner removed by order of the Court.

SO ORDERED AND ADJUDGED this the 23rd day of March, 2023.

FILED
NANCE FITZPATRICK STOKES
CIRCUIT CLERK

MAR 24 2023

BY: *Nance Fitzpatrick Stokes*
DEPUTY CLERK

Rhea Sheldon
THIS IS A TRUE AND CORRECT COPY OF
CHANCERY COURT ORDER FOR RHEA H. SHAW
This 23 day of March 2023.
Nance Fitzpatrick Stokes
Pearl River County Circuit Clerk
BY: *Nance Fitzpatrick Stokes*
Deputy Clerk



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2327

nstokes@pearlrivercounty.net

March 27, 2023

Pearl River County Board of Supervisors
Post Office Box 569
Poplarville, Mississippi 39470-0530

Re: Circuit Court Terms for 2024

Gentlemen:

Enclosed please find a certified copy of the Order Establishing Court Terms for 2024 dated March 23, 2023.

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

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

019

IN THE 15TH CIRCUIT COURT DISTRICT OF MISSISSIPPI

COMPOSED OF

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

FILED
NANCE FITZPATRICK STOKES
CIRCUIT CLERK

MAR 27 2023
BY: *Nance Fitzpatrick Stokes*
DEPUTY CLERK

ORDER ESTABLISHING COURT TERMS FOR 2024

Pursuant to § 9-7-3(2) of the Mississippi Code of 1972, an order shall be entered on or before October 1st of each year establishing the court terms for the 15th Circuit Court District for the succeeding year. Senior Circuit Judge Prentiss G. Harrell, after consulting with Circuit Judge Brad Touchstone and Circuit Judge Claiborne "Buddy" McDonald, does hereby enter the following order to establish the terms of court in and for the 15th Circuit Court District for the year 2024.

IT IS, THEREFORE, ORDERED that the court terms for the year 2024 shall begin and extend for the time as set out in Exhibit A. The court terms shall be divided between Judicial Place 1, Judicial Place 2, and Judicial Place 3, as set out in Exhibits B, C, and D.

IT IS FURTHER ORDERED that a copy of this order be furnished to the Secretary of State for publication and distribution to all members of the Mississippi State Bar and a certified copy delivered to the Clerk of the Board of Supervisors in each of the counties within the 15th Circuit Court District.

IT IS FURTHER ORDERED that a copy of the dates of the court terms shall be posted in the Office of the Circuit Clerk of each county within the district.



FILED

LAMAR COUNTY MAR 23 2023 CIRCUIT CLERK

[Signature]

SO ORDERED, on this the 23rd day of March, 2023.


Prentiss Harrell
Senior Circuit Court Judge

FILED

LAMAR COUNTY MAR 23 2023 CIRCUIT CLERK

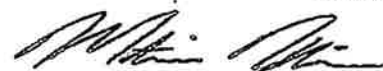


EXHIBIT A

**COURT TERMS EFFECTIVE JANUARY 2024
15TH CIRCUIT COURT DISTRICT**

JEFFERSON DAVIS: 2nd Monday of February, one (1) week Judge Harrell

 2nd Monday of March, two (2) weeks Judge Touchstone

 2nd Monday of April, two (2) weeks Judge McDonald
 Grand Jury to be empaneled

 3rd Monday of August, two (2) weeks Judge Harrell

 4th Monday of September, two (2) weeks Judge Touchstone
 Grand Jury to be empaneled

 4th Monday of October, one (1) week Judge McDonald

LAMAR: 2nd Monday of January, three (3) weeks Judge Touchstone

 2nd Monday of February, two (2) weeks Judge McDonald

 4th Monday of March, three (3) weeks Judge Harrell

 5th Monday of April, three (3) weeks Judge Touchstone
 Grand Jury to be empaneled

 1st Monday of June, three (3) weeks Judge McDonald

 4th Monday of July, three (3) weeks Judge Harrell

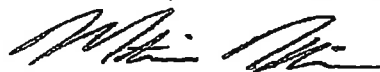
 4th Monday of August, three (3) weeks Judge Touchstone

 1st Monday of October, two (2) weeks Judge McDonald

 2nd Tuesday of November, two (2) weeks Judge Harrell
 Grand Jury to be empaneled

FILED

LAMAR COUNTY MAR 23 2023 CIRCUIT CLERK



LAWRENCE:

5th Monday of January, two (2) weeks Judge Harrell
Grand Jury to be empaneled

4th Monday of February, two (2) weeks Judge Touchstone

4th Monday of March, one (1) week Judge McDonald

1st Monday of July, one (1) week Judge Harrell

1st Monday of August, two (2) weeks Judge Touchstone
Grand Jury to be empaneled

2nd Monday of September, two (2) weeks Judge McDonald

MARION:

2nd Monday of January, two (2) weeks Judge Harrell
Grand Jury to be empaneled

1st Monday of February, two (2) weeks Judge Touchstone

1st Monday of March, two (2) weeks Judge McDonald

1st Monday of May, two (2) weeks Judge Harrell

1st Monday of June, three (3) weeks Judge Touchstone

3rd Monday of July, three (3) weeks Judge McDonald
Grand Jury to be empaneled

2nd Monday of September, two (2) weeks Judge Harrell

1st Monday of October, two (2) weeks Judge Touchstone

2nd Tuesday of November, two (2) weeks Judge McDonald

PEARL RIVER:

2nd Monday of January, four (4) weeks Judge McDonald
Grand Jury to be empaneled

4th Monday of February, three (3) weeks Judge Harrell

FILED

LAMAR COUNTY MAR 23 2023 CIRCUIT CLERK



2nd Monday of April, two (2) weeks Judge Touchstone

5th Monday of April, three (3) weeks Judge McDonald

4th Tuesday of May, four (4) weeks Judge Harrell

3rd Monday of July, two (2) weeks Judge Touchstone
Grand Jury to be empaneled

2nd Monday of August, three (3) weeks Judge McDonald

5th Monday of September, three (3) weeks Judge Harrell

2nd Tuesday of November, two (2) weeks Judge Touchstone

FILED

LAMAR COUNTY MAR 23 2023 CIRCUIT CLERK



EXHIBIT B

**COURT TERMS EFFECTIVE JANUARY 1, 2024
15TH CIRCUIT COURT DISTRICT
PLACE 1: Judge Brad Touchstone**

Lamar: 2nd Monday of January, three (3) weeks
Marion: 1st Monday of February, two (2) weeks
Lawrence: 4th Monday of February, two (2) weeks
Jefferson Davis: 2nd Monday of March, two (2) weeks
Pearl River: 2nd Monday of April, two (2) weeks
Lamar: 5th Monday of April, three (3) weeks
Grand Jury to be empaneled
Marion: 1st Monday of June, three (3) weeks
Pearl River: 3rd Monday of July, two (2) weeks
Grand Jury to be empaneled
Lawrence: 1st Monday of August, two (2) weeks
Grand Jury to be empaneled
Lamar: 4th Monday of August, three (3) weeks
Jefferson Davis: 4th Monday of September, two (2) weeks
Grand Jury to be empaneled
Marion: 1st Monday of October, two (2) weeks
Pearl River: 2nd Tuesday of November, two (2) weeks

FILED

LAMAR COUNTY MAR 23 2023 CIRCUIT CLERK



EXHIBIT C

COURT TERMS EFFECTIVE JANUARY 1, 2024
15TH CIRCUIT COURT DISTRICT
PLACE 2: Senior Judge Prentiss Harrell

Marion: 2nd Monday of January, two (2) weeks
Grand Jury to be empaneled

Lawrence: 5th Monday of January, two (2) weeks
Grand Jury to be empaneled

Jefferson Davis: 2nd Monday of February, one (1) week

Pearl River: 4th Monday of February, three (3) weeks

Lamar: 4th Monday of March, three (3) weeks

Marion: 1st Monday of May, two (2) weeks

Pearl River: 4th Tuesday of May, four (4) weeks

Lawrence: 1st Monday of July, one (1) week

Lamar: 4th Monday of July, three (3) weeks

Jefferson Davis: 3rd Monday of August, two (2) weeks

Marion: 2nd Monday of September, two (2) weeks

Pearl River: 5th Monday of September, three (3) weeks

Lamar: 2nd Tuesday of November, two (2) weeks
Grand Jury to be empaneled

FILED

LAMAR
COUNTY

MAR 23 2023

CIRCUIT
CLERK



EXHIBIT D

**COURT TERMS EFFECTIVE JANUARY 1, 2024
15TH CIRCUIT COURT DISTRICT
PLACE 3: Judge Claiborne "Buddy" McDonald**

Pearl River: 2nd Monday of January, four (4) weeks
Grand Jury to be empaneled

Lamar: 2nd Monday of February, two (2) weeks

Marion: 1st Monday of March, two (2) weeks

Lawrence: 4th Monday of March, one (1) week

Jefferson Davis: 2nd Monday of April, two (2) weeks
Grand Jury to be empaneled

Pearl River: 5th Monday of April, three (3) weeks

Lamar: 1st Monday of June, three (3) weeks

Marion: 3rd Monday of July, three (3) weeks
Grand Jury to be empaneled

Pearl River: 2nd Monday of August, three (3) weeks

Lawrence: 2nd Monday of September, two (2) weeks

Lamar: 1st Monday of October, two (2) weeks

Jefferson Davis: 4th Monday of October, one (1) week

Marion: 2nd Tuesday of November, two (2) weeks

I CERTIFY THIS IS A TRUE AND CORRECT COPY OF
THE ORIGINAL FILED IN MY OFFICE.

This 2nd day of March, 2023.

Name Patrick Stokes
Circuit Clerk

By: _____

PEARL RIVER COUNTY
Clerk

FILED

LAMAR COUNTY MAR 23 2023 CIRCUIT CLERK

[Signature]

027



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2327

nstokes@pearlrivercounty.net

March 20, 2023

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

Re: 15th Circuit Intervention Court

Gentlemen:

Enclosed please find a certified copy of the Order (to increase salaries of 15th Circuit Intervention Court employees) dated March 16, 2023.

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

Thank you for your consideration in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Nance Fitzpatrick Stokes".

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

Enclosure

IN THE CIRCUIT COURT OF THE

15TH JUDICIAL DISTRICT OF MISSISSIPPI

COMPRISED OF

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

MAR 20 2023

BY: Nance Fitzpatrick Stokes
DEPUTY CLERK

ORDER

Coming before the Court this date is the matter of raising the salaries of the 15th Circuit Intervention Court Field Officer Cory Mataya, and the part-time Lab Technician Casey McInnis, to bring their salaries commensurate with other field officers and lab technicians based on their experience and performance and productivity, the Court finds that the current salaries of the Intervention Court Field Officer Cory Mataya, and part-time Lab Technician Casey McInnis should be increased. It is, therefore,

ORDERED, that salaries of the following 15th Circuit Intervention Court employees are increased effective as of March 20, 2023, as follows:

1. Cory Mataya's current salary is increased from \$41,000.00 annually, to \$41,500.00; and,
2. Casey McInnis's current part-time salary is increased from \$21,851.63 annually to \$22,242.06.

The salary increases stated herein shall be paid from the monies maintained in the 15th Circuit Intervention Court Fund.

SO ORDERED on this 16th day of March, 2023.

FILED

LAMAR COUNTY MAR 16 2023 CIRCUIT CLERK

[Signature]

[Signature]

CIRCUIT JUDGE

I CERTIFY THIS IS A TRUE AND CORRECT COPY
 THE ORIGINAL ON FILE
 This 20 day of March 2023
 Name Nance Fitzpatrick Stokes
 Pearl River County Clerk
 By: Nance Fitzpatrick Stokes
 DEPUTY CLERK

CERTIFIED TRUE COPY
 This 16 day of March 2023
 Martin Hankins, Circuit Clerk
 Lamar County, Mississippi
 By: *[Signature]*



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2327

nstokes@pearlrivercounty.net

029

March 28, 2023

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

Re: Annual Financial Report for 2022

Gentlemen:

Enclosed please find the 2022 Annual Financial Report for the Circuit Clerk's Office and Check #5494 in the amount of \$158,949.00.

I respectfully request that the Board of Supervisors pay the contributions due PERS in the amount of \$4,955.00.

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 blue ink that reads "Nance Fitzpatrick Stokes".

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

Enclosures

Annual Financial Report

Statement of gross receipts from all sources accruing as compensation to the office and disbursements occurring as necessary expenses involved solely in complying with laws governing the office.

Please type or print in ink. Round to nearest whole dollar.

☒ Original ☐ Amended #

MANDATORY TO COMPLETE NAME AND CONTACT INFORMATION

Circuit Clerk	
COUNTY: Pearl River	Calendar Year: 2022
NAME: Nance Fitzpatrick Stokes	
ADDRESS: P. O. Box 530, Poplarville, MS 39470-0530	LAST 4 OF SSN: 0396
DAYTIME TELEPHONE: 601-403-2322	ALTERNATE PHONE: 601-916-7266
PART I - REVENUES SUBJECT TO THE SALARY LIMITATION (§ 9-1-43)	
County Payroll Income (matched by the county through payroll)	
1	County Registrar \$ 24,150.00
2	Conducting Elections \$ 2,500.00
3	Assisting Election Commissioners \$ 10,000.00
4	Court Per Diem \$ 113,074.00
5	State Fail Cases \$ 400.00
6	Allowance for Deputy Hire \$.00
7	Grand Jury Docket \$.00
8	Fees Not Otherwise Provided \$ 5,000.00
9	Other : \$.00
10	Subtotal County Payroll Income (add lines 1 through 9) \$ 155,124.00
Fee Income (not matched by the county)	
11	Court Costs, Transcripts \$ 95,402.00
12	Marriages \$ 9,108.00
13	Copies, etc. \$ 7,478.00
14	Commissions on Money Received \$.00
15	Other : Expungements, Garnishments, Judgments \$ 26,964.00
16	Subtotal Fee Income (add lines 11 through 15) \$ 138,952.00
17	Total Revenues Subject to Salary Limitation (add lines 10 and 16) \$ 294,076.00

PART II - EXPENSES (§ 9-1-43)

18	Bank Service Charges	\$ 12.00
19	Depreciation	\$.00
20	Dues and Publications	\$ 1,631.00
21	Insurance	\$.00
22	Professional Fees	\$ 795.00
23	Office Expenses	\$ 35,105.00
24	Supplies	\$ 165.00
25	Travel	\$.00
26	Business Meals and Entertainment	\$ 419.00
27	Employee Wages (including family members within the first degree)	\$.00
28	Prior Year Employer Retirement Contribution on Wages for Clerk (if not paid by Board Should be line 20 on page 3 of your 2021 AFR)	\$.00
29	Employer Retirement Contribution on Employee Wages	\$.00
30	Employer Social Security/Medicare on Employee Wages	\$.00
31	Employer Insurance on Employees	\$.00
32	Other :	\$.00
33	Other :	\$.00
34	Total Expenses (add lines 18 to 33)	\$ 38,127.00

PART III - REVENUES NOT SUBJECT TO THE SALARY LIMITATION (§ 9-1-43)

(Place a "P" on a line to indicate county payroll income)

35	Interest Earned on Fee Account	\$	67.00
36	Criminal Records Searches	\$	1,020.00
37	Passport Agent Fees	\$	7,803.00
38	Setting Up/Programming Voting Machines	\$	8,850.00
39	Assisting Supervisors in Implementing Redistricting Plans	\$	.00
40	Other : Administration Fee - Intervention Court	\$	1,030.00
41	Other :	\$	.00
42	Total Revenues Not Subject to Salary Limitation (add lines 35 to 41)	\$	18,770.00

PART IV - EXPENSES RELATED TO REVENUES NOT SUBJECT TO THE SALARY LIMITATION

43	Supplies	\$	.00
44	Employee Wages	\$	.00
45	Other :	\$	.00
46	Other :	\$	.00
47	Total Expenses (add lines 43 to 46)	\$	00.00

Wages Paid to Family Members Within the First Degree

Name	Relationship	Social Security #	Date of Hire	Wages Paid
				\$.00
				\$.00
				\$.00
				\$.00
Total Wages Paid to Family Members Within the First Degree				\$.00

Retirement Contributions Calculation - Revenues Subject to the Salary Limitation

1	Total Revenues Subject to Salary Limitation of \$97,000.00 (page 1, line 17)	\$	294,076.00
2	Less Expenses (page 1, line 34)	\$	38,127.00
3	Net Income Subject to Salary Limitation (line 1 minus line 2)	\$	255,949.00
4	Plus: Wages Paid to Family Members Within the First Degree	\$	00.00
5	Total Revenue Subject to Salary Limitation	\$	255,949.00
6	Less: Salary Limitation	\$	97,000.00
7	Amount Due to County (line 5 minus line 6 if greater than zero)	\$	158,949.00

Retirement Contributions Calculation - Revenues Not Subject to the Salary Limitation		
8	Amount on line 5 NOT TO EXCEED \$97,000	97,000.00
9	Less: Wages Paid to Family Members Within the First Degree	00.00
10	Clerk's Retirement Wage on Income Subject to Limitation (line 8 minus line 9)	97,000.00
11	Revenues Not Subject to the Salary Limitation (page 2, line 42)	18,770.00
12	Less Expenses (line 47)	00.00
13	Net Income Not Subject to Salary Limitation (Line 11 minus line 12)	18,770.00
14	Total Clerk's Retirement Wage (line 10 plus line 13, not to exceed \$297,500)	115,770.00
15	Employee Contributions Due (9% of line 14)	10,419.00
16	Less: Contributions Paid to PERS for Employee Share through Monthly Reports on Payroll Income	8,730.00
17	Net Employee Contributions Due (NOT A FEE JOURNAL DEDUCTION)	1,689.00
18	Employer Contributions Due (17.4% of line 14)	20,144.00
19	Less: Contributions paid to PERS for Employer Share through Monthly Reports on Payroll Income	16,878.00
20	Net Employer Contributions Due (FEE JOURNAL DEDUCTION FOR 2022 OR MAY BE PAID BY BOARD OF SUPERVISORS)	3,266.00
	Check if paid by: Clerk ☐	
	Board ☒	
21	TOTAL CONTRIBUTIONS DUE (line 17 plus line 20)	4,955.00
22	Less: Adjustments or Advance Payments made by the Clerk-Funds submitted with current AFR. NOT additional funds submitted by the Clerk	.00
23	NET CONTRIBUTIONS DUE	4,955.00
THIS FORM MUST BE FILED WITH THE OFFICE OF THE STATE AUDITOR, P.O. BOX 956, JACKSON MS, 39205, BY APRIL 17, 2023. A copy of this form along with any payment due should be sent to PERS, Employer Reporting Branch, 429 Mississippi Street, Jackson, MS 39201-1005. If you amend your federal tax return, you must file an amended Annual Financial Report with the Office of the State Auditor and with PERS.		
I certify the above information is true and correct.		
Circuit Clerk: 		Date: 03/28/2023



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2327

nstokes@pearlrivercounty.net

March 28, 2023

Office of the State Auditor
Post Office Box 956
Jackson, Mississippi 39205-0956

Re: Annual Financial Report for 2022

To Whom It May Concern:

Enclosed please find the 2022 Annual Financial Report for Nance Fitzpatrick Stokes, Circuit Clerk of Pearl River County.

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

cc: Pearl River County Board of Supervisors



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2327

nstokes@pearlrivercounty.net

March 28, 2023

PERS

Employer Reporting Branch

429 Mississippi Street

Jackson, Mississippi 39201-1005

Re: Annual Financial Report for 2022

To Whom It May Concern:

Enclosed please find the 2022 Annual Financial Report for Nance Fitzpatrick Stokes, Circuit Clerk of Pearl River County.

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

cc: Pearl River County Board of Supervisors

ORDER TO APPROVE BENT CREEK SOUTH SUBDIVISION UNDER
THE MULTI-USE LARGE TRACT PRIVATE ROAD SUBDIVISION
REGULATIONS AS PER SECTION 105.02 WITH VARIANCE ON
LOTS S10, S19, AND S20 DUE TO BEING LESS THAN 3.5 ACRES

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter to
consider approval of Bent Creek South Subdivision as a Multi-Use
Large Tract Private Road Subdivision Regulations as per
Section 105.02.

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

Be It Ordered by the Pearl River County Board of Supervisors to
approve Bent Creek South Subdivision under the Multi-Use Large
Tract Private Road Subdivision Regulations as per Section 105.02
with variance on Lots S10, S19, and S20 due to being less than
3.5 acres. (See attachments)

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

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



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

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

March 30, 2023

Board of Supervisors,

Please discuss and consider the approval of Bent Creek South Subdivisions as a Multi-Use Large Tract Private Road Subdivision. Attached is a copy of the Proposed Plat and the Private Road Maintenance Agreement. The Subdivision will need a variance for lots S10, S19, and S20 due to not being 3.5 acres. The roads have been built and paved with asphalt. The roads will be private roads and not be accepted by the County. The only documents missing that was requested are the Roadway Construction drawings. The road names of Leaf Circle and Branch Circle have been reserved with E911.

Thanks,



Adrain

037

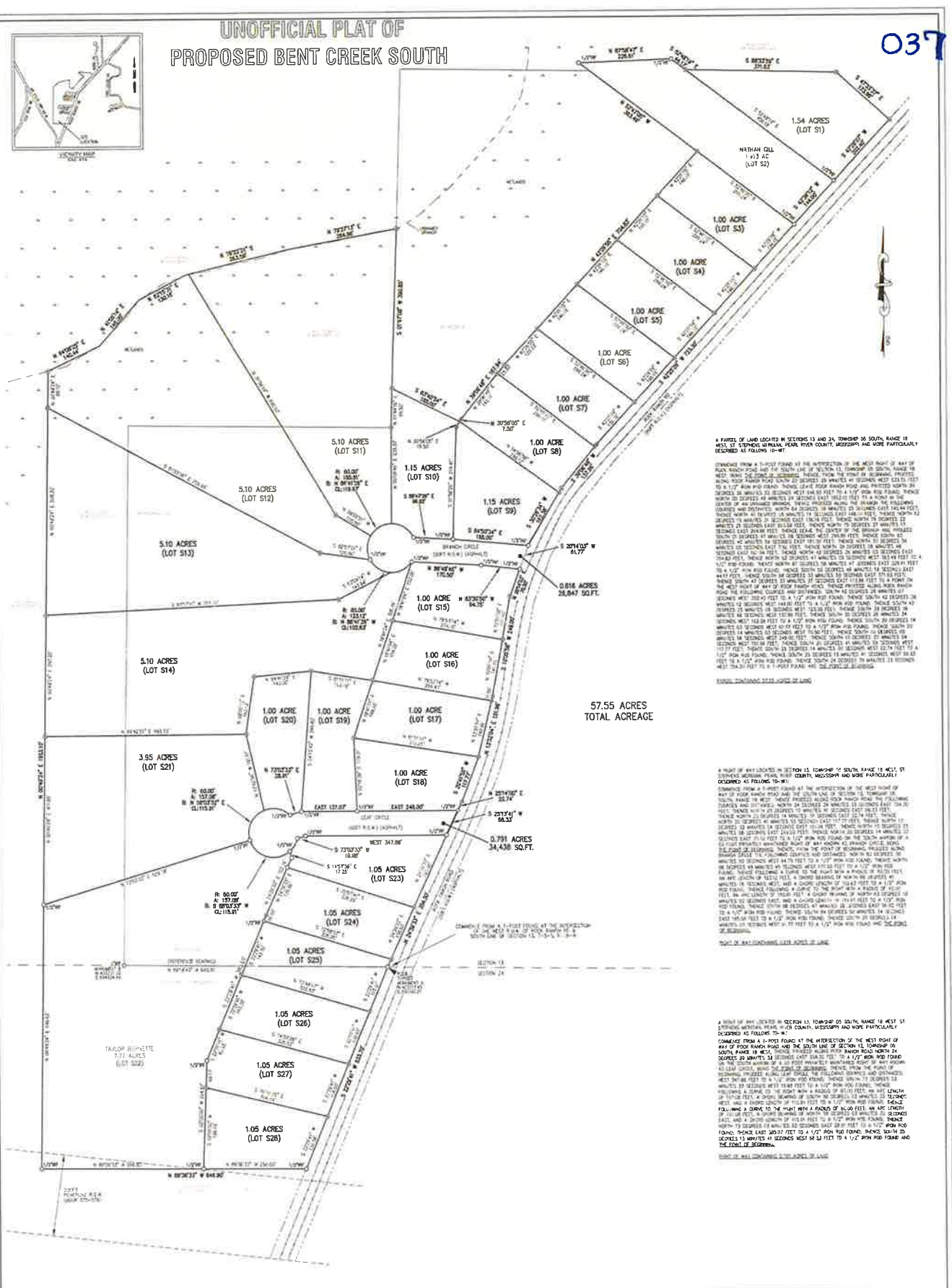


Figure 1

Bent Creek Subdivision

PRIVATE ROAD MAINTENANCE AGREEMENT

RESIDENTIAL IV SUBDIVISION

WHEREAS, X3 Development, LLC, MG Capital, LLC and BG Capital Investments, LLC (hereinafter referred to as "Owner") is the developer of **Bent Creek Subdivision**, a Residential IV Subdivision located in Pearl River County, MS and has received approval from the Pearl River County Board of Supervisors of a Residential IV Subdivision with a private paved road with open ditches and culverts for driveways;

WHEREAS, the Owner intends to sell and convey various parcels within **Bent Creek Subdivision**, a Residential IV Subdivision for residential purposes;

WHEREAS, each of the purchasers of lots in **Bent Creek Subdivision**, a Residential IV Subdivision which access the sixty (60) foot wide right-of-way called and known as **Bent Creek** as shown on said survey plat of **Bent Creek Subdivision** prepared by Noble and Associates, Inc., attached hereto share a common right of ingress and egress over said right-of-way and the private paved road located therein, to their respective properties described in the following metes and bounds description of said right-of-way;

WHEREAS, the purpose and intent of this Private Road Maintenance is to provide for the repair and maintenance of said right-of-way and private paved road located therein.

NOW, THEREFORE, acknowledged, the Owner hereby imposes the following Private Road Maintenance Agreement upon the entirety of **Bent Creek Subdivision**.

1. Owner shall not have sole responsibility for the private roadway, which shall be maintained by all persons who own the above described property or parts thereof on an equitably apportioned basis. Any conveyance of lands which rely upon or utilize the easement and private paved road for access shall refer to this Private Road Maintenance Agreement and shall contain a clause acknowledging that the grantee accepts responsibility to participate on an equitable basis in any cost of maintenance

of the private right-of-way and private paved road. All costs of the private paved road maintenance shall be an obligation of each and every landowner using the private paved roadway, and if any property owner should not pay his or her equitable share of the costs of maintenance,

Then other property owners in the forenamed Residential IV Subdivision shall have a right of action to enforce this Private Road Maintenance Agreement, and shall have a lien upon the property of the defaulting landowner to recover sums for maintenance of the private right-of-way and private paved road. The Owner and subsequent landowners of parts of the subject property may elect to establish a property owners association to provide for maintenance of the private right-of-way and private paved road by a simple majority vote, with one vote being allocated to each parcel which the grantor has conveyed or may convey.

2. The private right-of-way and private paved road must be maintained to the minimum condition for allowing easy passage of emergency vehicles, school buses, and other vehicular traffic for ingress and egress purposes.
3. It is further understood and agreed that owners of parts of the above described property which utilizes the private right-of-way and private paved road for ingress and egress shall have the right to construct and maintain across the easement all utility lines, either public or private, as they may need or desire for the enjoyment of their property, such as electric power lines, telephone lines, television cable lines, water lines, sanitary sewer lines, storm drainage sewer lines, natural gas lines, or such utility lines, provided that they do not obstruct in any way or manner the free and open use of the easement by pedestrian or vehicular traffic.
4. This instrument, the private road herein established and the agreements concerning the maintenance and upkeep of all easements and private roadways on the property constitute a Private Road Maintenance Agreement running with the above described land for the benefit of the land or parts thereof and subsequent owners.
5. The landowners and all subsequent purchasers of the land affected by this Private Road Maintenance Agreement agree and understand that this is a private roadway and that the Board of Supervisors of Pearl River County has no maintenance obligations to this roadway and is in fact prohibited by law from performing any maintenance or improvements on the described property.

IN WITNESS WHEREOF DECLARANT HAS CAUSED THIS INSTRUMENT TO BE DULY
EXECUTED ON THE DAY AND YEAR FIRST ABOVE MENTIONED.

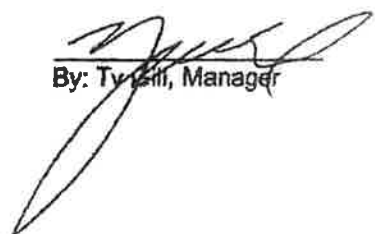
DECLARANT
X3 Development, LLC
A Mississippi Limited
Liability Company


By: Ty Gill, Manager

DECLARANT
MG Capital, LLC
A Mississippi Limited
Liability Company


By: Ty Gill, Manager

DECLARANT
BG Capital Investments
A Mississippi Limited
Liability Company


By: Ty Gill, Manager

STATE OF MISSISSIPPI
COUNTY OF PEAR RIVER

PERSONALLY, appeared before me, the undersigned authority in and for the said county and state, on this 18th day of May, 2022, within my jurisdiction, the within named Ty Gill who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, as Manager of X3 Development, and that by his signature(s) on the instrument, and as the act and deed of X3 Development, LLC, upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN under my hand and seal of office on this the 18th day of May 2022.



My Commission Expires:


Notary Public

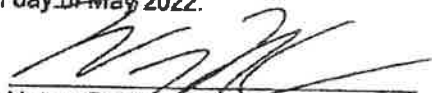
STATE OF MISSISSIPPI
COUNTY OF PEAR RIVER

PERSONALLY, appeared before me, the undersigned authority in and for the said county and state, on this 18th day of May, 2022, within my jurisdiction, the within named Ty Gill who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his/representative capacity as Manager of MG Capital, LLC and that by his signature(s) on the instrument, and as the act and deed of X3 Development, LLC, upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN under my hand and seal of office on this the 18th day of May 2022.



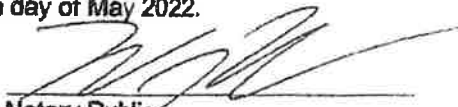
My Commission Expires:


Notary Public

STATE OF MISSISSIPPI
COUNTY OF PEAR RIVER

PERSONALLY, appeared before me, the undersigned authority in and for the said county and state, on this 18th day of May, 2022, within my jurisdiction, the within named Ty Gill who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his/representative capacity as Manager of BG Capital Investments, LLC, and that by his signature(s) on the instrument, and as the act and deed of X3 Development, LLC, upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

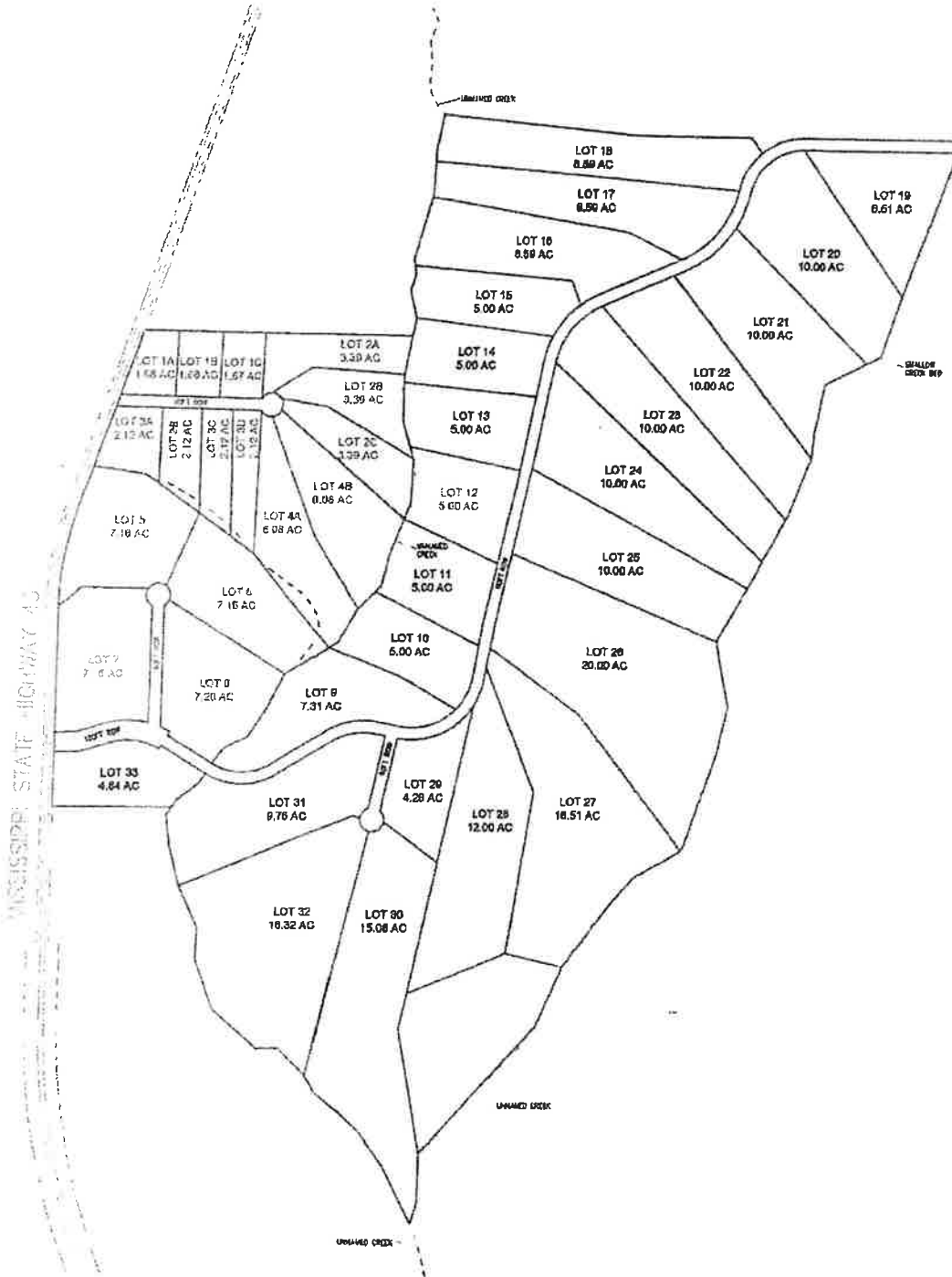
GIVEN under my hand and seal of office on this the 18th day of May 2022.

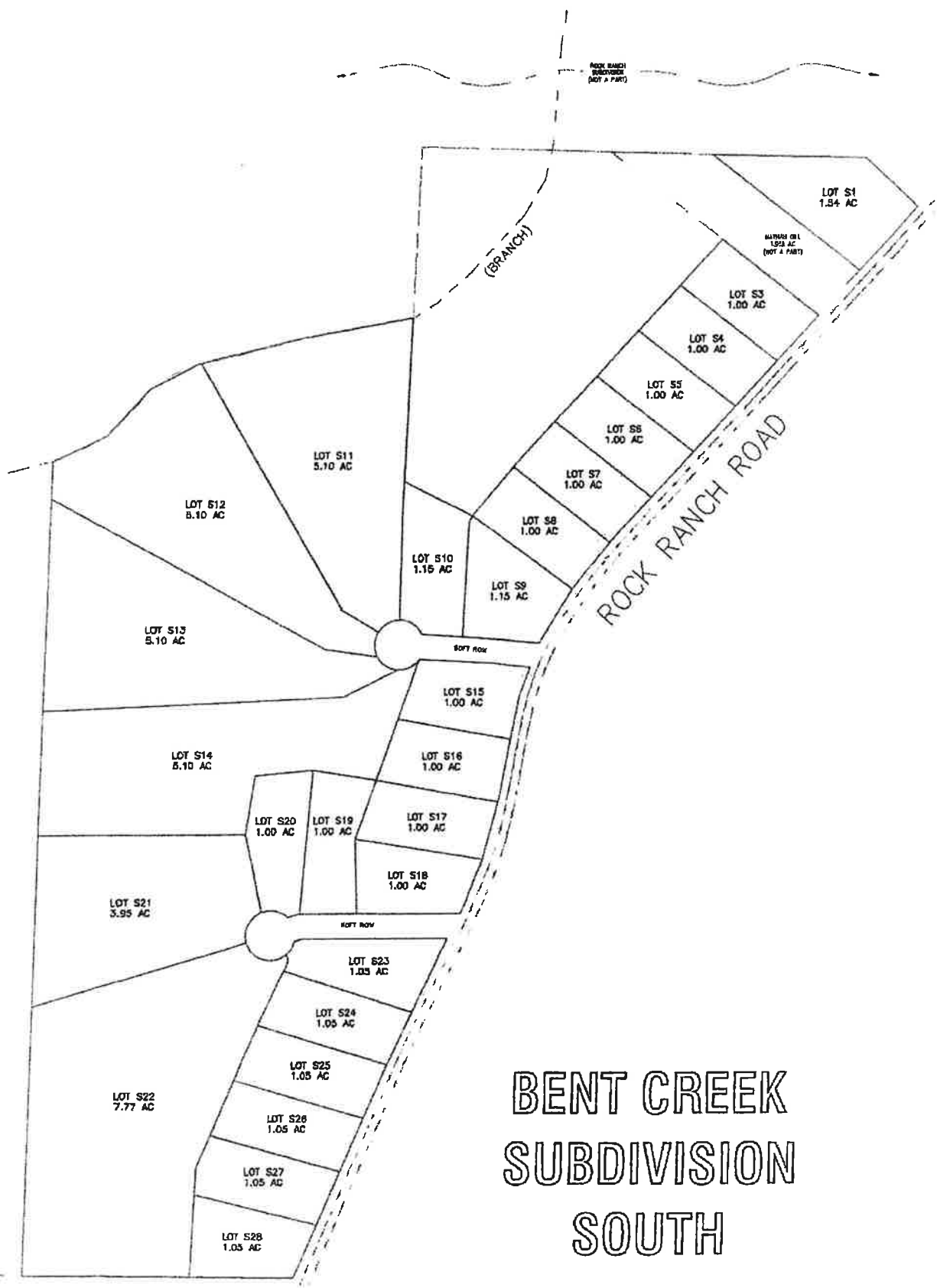

Notary Public

My Commission Expires



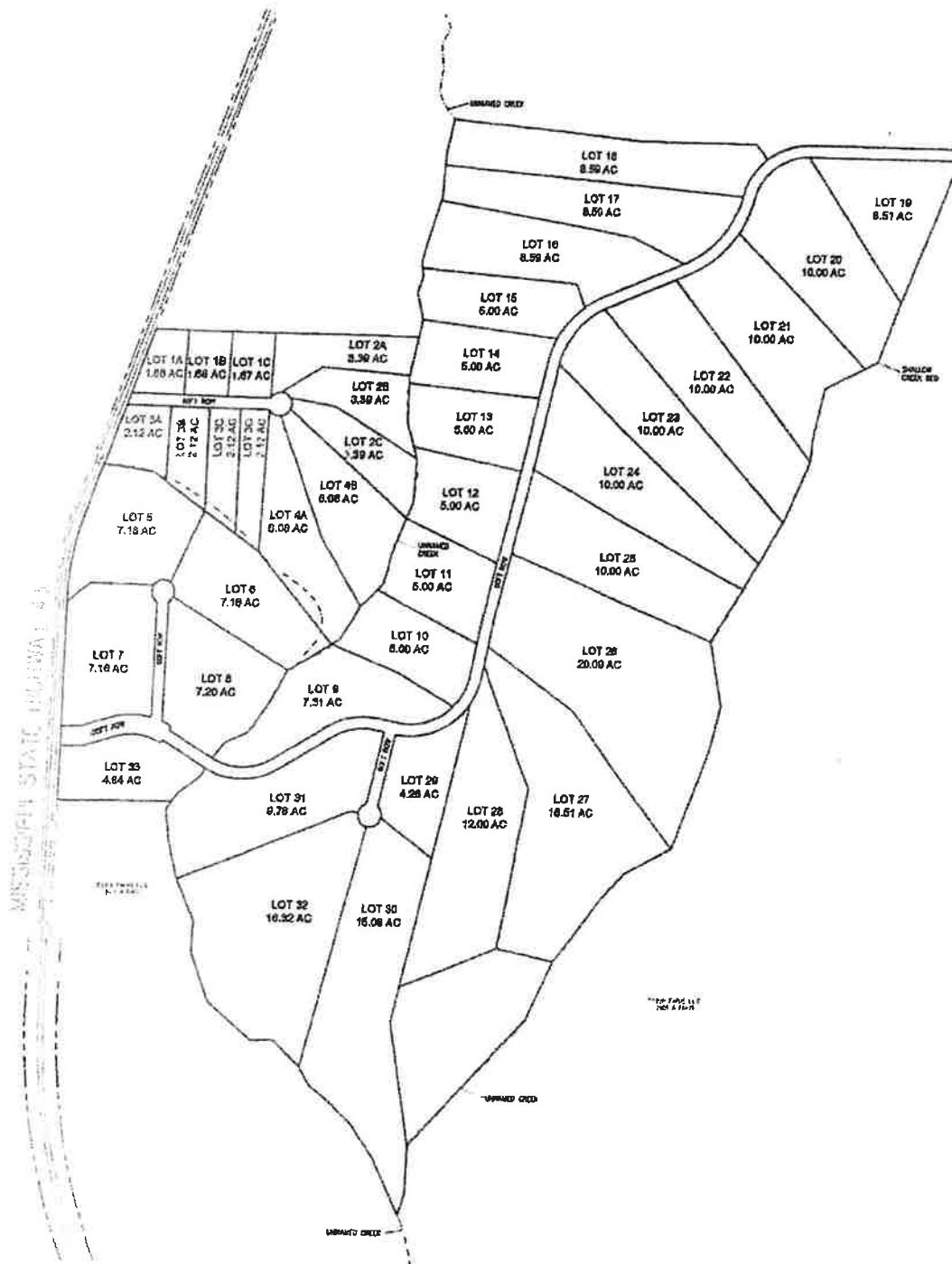
BENT CREEK SUBDIVISION PHASE 1

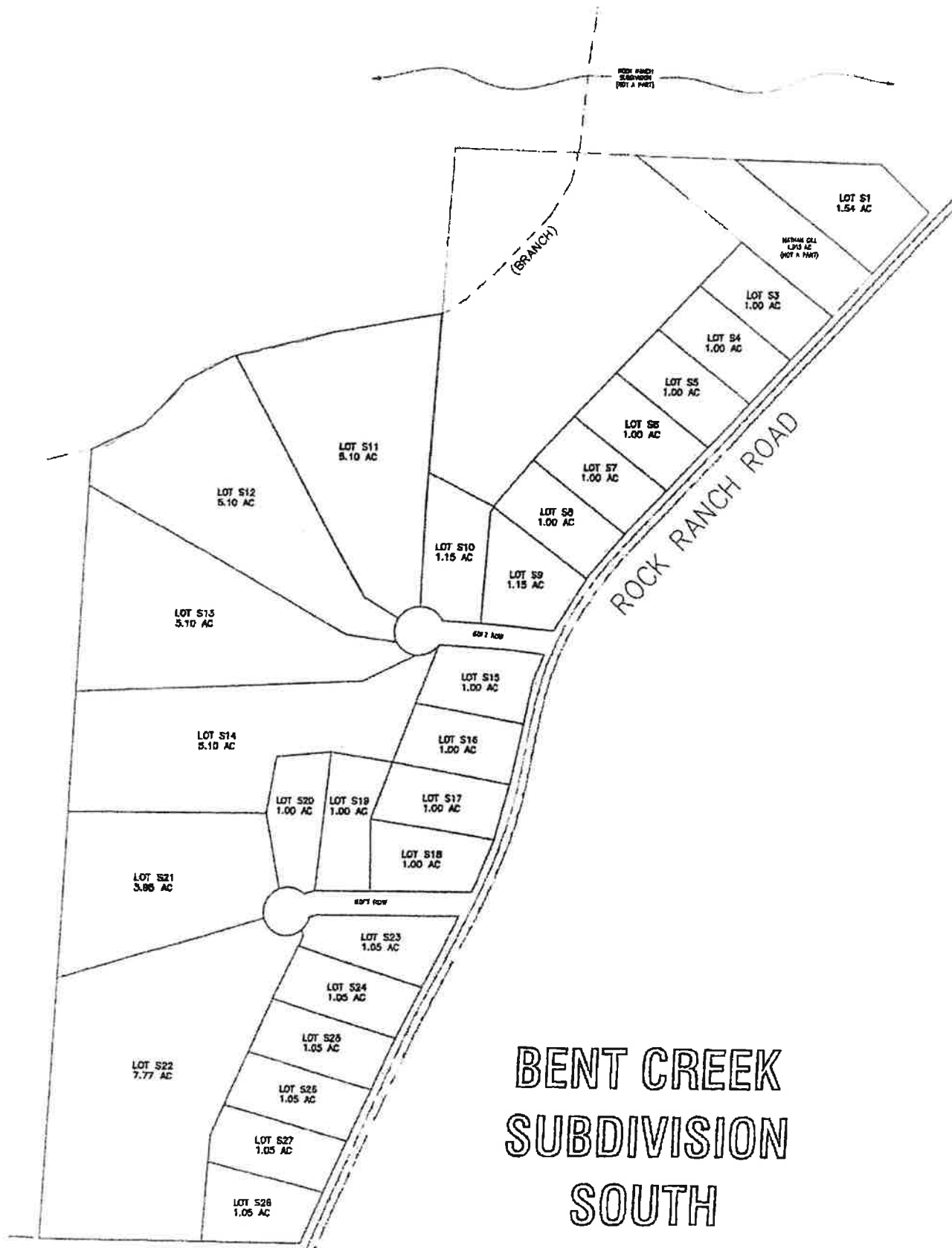




BENT CREEK SUBDIVISION SOUTH

BENT CREEK SUBDIVISION PHASE 1





Adrain Lumpkin

From: Adrain Lumpkin
Sent: Thursday, February 9, 2023 2:33 PM
To: ty@blackstarhelo.com
Cc: Les Dungan
Subject: FW: Rock Ranch Area Private Road Large Tract Development
Attachments: Subdivision Regulations - Amendment 2-2018.pdf

Ty,

The development was discussed at the board meeting on Monday, February 6th. Please see below what needs to be submitted for the board to approve Bent Creek South. When these documents are provided I will recommend the board approve the subdivision and grant a waiver on the 3 small lots.

Please send this information to me as soon as you can.

Thanks,

Adrain

From: Les Dungan <les@dunganeng.com>
Sent: Thursday, February 9, 2023 2:01 PM
To: Adrain Lumpkin <alumpkin@pearlrivercounty.net>
Subject: Rock Ranch Area Private Road Large Tract Development

Adrain,

I am emailing to report on the site investigation we made on the two short cul-de-sac roads off of Rock Ranch Road located on the Ty Gill Parcel.

Basically the road work completed to this point looks good. I recommend, that in addition to what has already been done, the developer construct proper road side drainage ditches to a suitable outlet.

Also, I would recommend the county obtain the following information from the developer:

1. Conceptual Plot Plan (Similar to the Bill Board on site)
2. Roadway Construction drawings (As-Built at this point) sealed by a registered engineer. This can be very simplistic (2 or 3 sheets) but should provide confirmation that grade, alignment, typical cross section, structure and drainage meet the attached "Multi-Use Large Tract Private Road Subdivision Requirements".
3. A copy of the road maintenance agreement shall be submitted to the County Planning and Development Department for review and approval. The approved road maintenance agreement shall be executed by the developer and the purchaser and recorded with each lot, tract, site or parcel conveyance.
4. Every conveyance of a lot, tract, site or parcel by the developer shall include in the deed a statement that all roads within the development are private and will not be maintained by the county unless subsequently accepted by the county for maintenance. The county will not accept a private road as public unless it meets the current County standards at the time of acceptance.

Thanks,
Les

From: Les Dungan
Sent: Monday, November 30, 2020 2:45 PM
To: ty@blackstarhelo.com
Cc: alumpkin@pearlrivercounty.net
Subject: Cybur Area Private Road Large Tract Development

Ty,

As requested, I have listed the road alignment and cross section goals for a private road development.

1. Granular Material (Gravel) Thickness – 6"
2. Lane widths – 10 feet (2% n.c.)
3. Shoulder – 4 feet (4% n.c.)
4. Ditch depth 2 foot minimum vertical depth below shoulder grade
5. Fore slope 3:1 with 2:1 back slope
6. Right-of-way 60' (County may consider 50' min in some areas)
7. Hor. Curve radius 300 feet
8. SSSD – 300 feet

Please refer to attached for more detail.

Thanks
Les

H. Les Dungan, III, PE, PS | Principal | 601 731 2600 | 601 441 6411
1574 Hwy 98 E | Columbia, MS 39429



ORDER TO APPROVE CONSENT AGENDA ITEMS

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

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

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

- A. Acknowledge MDEQ waste water permits for Walkiah Bluff Water Park and Pearl River County Health Department.
- B. Approve Coroner's request to declare Rex David Gott and Garland Adcox as Paupers.
- C. Central Dispatch personnel:
Emma Cooley Hire
- D. Picayune School District Corrected Assignment of Commercial Lease
- E. Letters to serve as notice that Pearl River County will provide fuel for the generator and water at the Pearl River County Hospital & Nursing Home in case of emergency as long as Pearl River County has available.

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

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



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

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

March 24, 2023

Board of Supervisors,

Please acknowledge form MDEQ the wastewater permits for Walkiah Bluff Water Park and the Pearl River County Health Department. Permit Number MSU088050 for Walkiah is effective until February 29, 2028, and permit number MSU030003 for the Pearl River County Health Department is effective until February 29, 2028.

Thanks,

Adrain



STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

March 16, 2023

Mr. Adrian Lumpkin
County Administrator
Pearl River County Board of Supervisors, Walkiah Bluff Water Park
PO Box 569
Poplarville, MS 39470

Dear Mr. Lumpkin:

Re: Pearl River County Board of Supervisors,
Walkiah Bluff Water Park
Water Ref. No. MSU088050
Pearl River County

Your current permit MSU088050 was scheduled to expire on April 30, 2023. Please be advised per the date of this letter, the above referenced environmental permit is hereby revoked and has been reissued and now has an expiration date of February 29, 2028. Enclosed you will find your permit that has been reissued. Please note the limitations, schedules of compliance, monitoring requirements, and monitoring reporting dates found in this permit.

Permit No. MSU088050 is issued in accordance with the provisions of the Mississippi Air and Water Pollution Control Law (Sections 49-17-1, et seq., Mississippi Code of 1972). Any appeal of these permit actions must be made within the 30-day period provided for in Section 49-17-29(4)(b) Mississippi Code of 1972.

If you have any questions regarding this matter or any future environmental permitting matters, please contact Bradley Crain at (601) 961-5171.

Sincerely,

Krystal Rudolph, P.E., BCEE, Chief
Environmental Permits Division

cc: SRO (via email)
ECED (via email)



State of Mississippi



WATER POLLUTION CONTROL PERMIT

To Operate a Wastewater Disposal System with No Discharge

THIS CERTIFIES

Pearl River County Board of Supervisors, Walkiah Bluff Water Park
Walkiah Bluff Road
Picayune, MS
Pearl River County

has been granted permission to operate a wastewater disposal system in accordance with the limitations and conditions set forth in this permit. This permit is issued in accordance with the provisions of the Mississippi Water Pollution Control Law (Section 49-17-1 et seq., Mississippi Code of 1972), and the regulations and standards adopted and promulgated thereunder.

Mississippi Environmental Quality Permit Board

Krystal Rudolph

Mississippi Department of Environmental Quality

Issued/Modified: **March 16, 2023**

Expires: **February 29, 2028**

Permit No. **MSU088050**

Agency Interest # **14458**

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Other Relevant Documents:

To Operate a Wastewater Disposal System with No Discharge

Pearl River County Board of Supervisors, Walkiah Bluff Water Park

Subject Item Inventory

Permit Number:MSU088050

Activity ID No.: PER20230001

Subject Item Inventory:

ID	Designation	Description
AI14458	MSU088050	
RPNT1	MSU088050	No Discharge (SOP)

KEY

ACT = Activity

AREA = Area

CONT = Control Device

IA = Insignificant Activity

MAFO = Animal Feeding Operation

RPNT = Release Point

WDPT = Withdrawal Point

AI = Agency Interest

CAFO = Concentrated Animal Feeding Operation

EQPT = Equipment

IMPD = Impoundment

PCS = PCS

TRMT = Treatment

To Operate a Wastewater Disposal System with No Discharge

Pearl River County Board of Supervisors, Walkiah Bluff Water Park

Facility Requirements

Permit Number:MSU088050

Activity ID No.: PER20230001

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AI0000014458 (MSU088050):

Narrative Requirements:

Condition No.	Condition
T-1	The Office of Pollution Control (OPC) must concur with required engineering plans and specifications for the on-site disposal system prior to the commencement of construction. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-2	The on-site disposal system must be installed in accordance with the Department of Health standards by a person licensed by the Department of Health or a registered engineer. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-3	Facility Expansion and/or Modification Any expansion or modification resulting in increased wastewater flow and/or strength must receive prior approval of system expansion and a permit modification from the Environmental Quality Permit Board. Prior approval from OPC must be obtained before making any alterations to the approved disposal system. [11 Miss. Admin. Code Pt. 6, R. 1.1.4.A(14).]
T-4	No Discharge of Wastewater to Surface Water There shall be no discharge of wastewater to waters of the State, as defined in the Mississippi Water Pollution Control Law, 49-17-5(f), except as provided in the bypassing condition in this permit. [11 Miss. Admin. Code Pt. 6, R. 1.1.1.B.]
T-5	Bypassing Any diversion from or bypass of the on-site disposal system is prohibited, except where unavoidable to prevent loss of life or severe property damage. The permittee shall notify the Mississippi Environmental Quality Permit Board in writing of each such diversion or bypass in advance where practicable but in any case, within 72 hours of the diversion or bypass, and shall submit to the permit Board a plan to prevent recurrence of the diversion or bypass within thirty (30) days of the incident. [11 Miss. Admin. Code Pt. 6, R. 1.1.4.A(20).]
T-6	Proper Operation, Maintenance and Replacement The permittee shall at all times maintain in good working order and operate as efficiently as possible all parts of the disposal system and other equipment installed or used to comply with this permit. Should part of the disposal system fail, the permittee must immediately make needed repairs and/or system modifications. [11 Miss. Admin. Code Pt. 6, R. 1.1.4.A(18).]

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To Operate a Wastewater Disposal System with No Discharge

Pearl River County Board of Supervisors, Walkiah Bluff Water Park

Facility Requirements

Permit Number:MSU088050

Activity ID No.: PER20230001

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AI0000014458 (continued):

Narrative Requirements:

Condition No.	Condition
T-7	If the disposal system includes an aerobic mechanical plant, the plant and disposal system must be inspected once every six-(6) months by a certified Mississippi Wastewater Operator or by an authorized and trained representative of the mechanical plant manufacturer. Inspection reports shall be submitted to OPC in January and July of each year. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-8	Septic tanks must be cleaned out when necessary, about every 3 to 5 years. The septic tank pumper must be licensed by the Department of Health. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-9	There shall be no vehicular traffic allowed over any part of the on-site disposal system unless that part of the system is designed and constructed to support the weight. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-10	Connection shall be made to a sanitary sewer system when a system is available in the area. Upon such connection, use of the on-site disposal system shall be terminated. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-11	Closure Requirements Should the permittee decide to permanently close the premises that generates the wastewater, he shall notify the Permit Board no later than 90 days prior to doing so. [11 Miss. Admin. Code Pt. 6, R. 1.1.4.A(18).]
T-12	Transfer of Ownership or Control This permit is non-transferable except by Permit Board action. [11 Miss. Admin. Code Pt. 6, R. 1.1.5.C.]

GENERAL INFORMATION

Pearl River County Board of Supervisors, Walkiah Bluff Water Park
Walkiah Bluff Road
Picayune, MS
Pearl River County

Alternate/Historic Identifiers

ID	Alternate/Historic Name	User Group	Start Date	End Date
14458	Pearl River County Board of Supervisors, Walkiah Bluff Water Park	Official Site Name	3/15/2018	
MSU088050	Pearl River Basin Development District, Walkiah Bluff Water Park	Water - SOP	9/21/1998	5/14/2003
MSU088050	Pearl River Basin Development District, Walkiah Bluff Water Park	Water - SOP	5/14/2003	4/21/2008
MSU088050	Pearl River Basin Development District, Walkiah Bluff Water Park	Water - SOP	4/21/2008	3/31/2013
MSU088050	Pearl River Basin Development District, Walkiah Bluff Water Park	Water - SOP	4/10/2013	3/31/2018
	Branch	Branches Group - Municipal	8/15/2017	
14458	Pearl River Basin Development District, Walkiah Bluff Water Park	Historic Site Name	3/16/1998	3/15/2018
MSU088050	Pearl River County Board of Supervisors, Walkiah Bluff Water Park	Water - SOP	5/7/2018	4/30/2023

Basin: Pearl River Basin

Location Description:



STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

March 22, 2023

Mr. Adrian Lumpkin
County Administrator
Pearl River County Board of Supervisors, Pearl River County Health Department
PO Box 569
Poplarville, MS 39470

Dear Mr. Lumpkin:

Re: Pearl River County Board of Supervisors,
Pearl River County Health Department
Water Ref. No. MSU030003
Pearl River County

Your current permit MSU030003 was scheduled to expire on March 31, 2023. Please be advised per the date of this letter, the above referenced environmental permit is hereby revoked and has been reissued and now has an expiration date of February 29, 2028. Enclosed you will find your permit that has been reissued. Please note the limitations, schedules of compliance, monitoring requirements, and monitoring reporting dates found in this permit.

Permit No. MSU030003 is issued in accordance with the provisions of the Mississippi Air and Water Pollution Control Law (Sections 49-17-1, et seq., Mississippi Code of 1972). Any appeal of these permit actions must be made within the 30-day period provided for in Section 49-17-29(4)(b) Mississippi Code of 1972.

If you have any questions regarding this matter or any future environmental permitting matters, please contact Josh Campbell at (601) 961-5217.

Sincerely,

Krystal Rudolph, P.E., BCEE, Chief
Environmental Permits Division

cc: SRO (via email)
ECED (via email)



State of Mississippi



WATER POLLUTION CONTROL PERMIT

To Operate a Wastewater Disposal System with No Discharge

THIS CERTIFIES

Pearl River County Board of Supervisors, Pearl River County Health Department
7547 Mississippi Highway 11 North
Carriere, MS
Pearl River County

has been granted permission to operate a wastewater disposal system in accordance with the limitations and conditions set forth in this permit. This permit is issued in accordance with the provisions of the Mississippi Water Pollution Control Law (Section 49-17-1 et seq., Mississippi Code of 1972), and the regulations and standards adopted and promulgated thereunder.

Mississippi Environmental Quality Permit Board

A handwritten signature in blue ink that reads "Krystal Rudolph".

Mississippi Department of Environmental Quality

Issued/Modified: March 22, 2023

Expires: February 29, 2028

Permit No. MSU030003

Agency Interest # 17611

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Other Relevant Documents:

To Operate a Wastewater Disposal System with No Discharge
Pearl River County Board of Supervisors, Pearl River County Health Department
Subject Item Inventory
Permit Number:MSU030003
Activity ID No.: PER20230001

Subject Item Inventory:

ID	Designation	Description
AI17611	MSU030003	
RPNT1	MSU030003	No Discharge (SOP)

KEY

ACT = Activity

AREA = Area

CONT = Control Device

IA = Insignificant Activity

MAFO = Animal Feeding Operation

RPNT = Release Point

WDPT = Withdrawal Point

AI = Agency Interest

CAFO = Concentrated Animal Feeding Operation

EQPT = Equipment

IMPD = Impoundment

PCS = PCS

TRMT = Treatment

To Operate a Wastewater Disposal System with No Discharge
Pearl River County Board of Supervisors, Pearl River County Health Department
Facility Requirements
Permit Number: MSU030003
Activity ID No.: PER20230001

Page 1 of 2

AI0000017611 (MSU030003):

Narrative Requirements:

Condition No.	Condition
T-1	The wastewater treatment and disposal system for this project must protect water quality. This permit is subject to modification if future evidence, monitoring results, or other information indicates that surface water quality is being adversely affected. This permit may be modified to require monitoring of surface water if needed to ensure that water quality is being protected. Operation of the wastewater treatment and disposal system for this project shall cease and connection made to a regional sewer system when available in the area. [WPC-1 Chapter One]
T-2	The Office of Pollution Control (OPC) must concur with required engineering plans and specifications for the on-site disposal system prior to the commencement of construction. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-3	The on-site disposal system must be installed in accordance with the Department of Health standards by a person licensed by the Department of Health or a registered engineer. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-4	Facility Expansion and/or Modification Any expansion or modification resulting in increased wastewater flow and/or strength must receive prior approval of system expansion and a permit modification from the Environmental Quality Permit Board. Prior approval from OPC must be obtained before making any alterations to the approved disposal system. [11 Miss. Admin. Code Pt. 6, R. 1.1.4.A(14).]
T-5	No Discharge of Wastewater to Surface Water There shall be no discharge of wastewater to waters of the State, as defined in the Mississippi Water Pollution Control Law, 49-17-5(f), except as provided in the bypassing condition in this permit. [11 Miss. Admin. Code Pt. 6, R. 1.1.1.B.]
T-6	Bypassing Any diversion from or bypass of the on-site disposal system is prohibited, except where unavoidable to prevent loss of life or severe property damage. The permittee shall notify the Mississippi Environmental Quality Permit Board in writing of each such diversion or bypass in advance where practicable but in any case, within 72 hours of the diversion or bypass, and shall submit to the permit Board a plan to prevent recurrence of the diversion or bypass within thirty (30) days of the incident. [11 Miss. Admin. Code Pt. 6, R. 1.1.4.A(20).]

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To Operate a Wastewater Disposal System with No Discharge
Pearl River County Board of Supervisors, Pearl River County Health Department
Facility Requirements
Permit Number: MSU030003
Activity ID No.: PER20230001

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AI0000017611 (continued):

Narrative Requirements:

Condition No.	Condition
T-7	Proper Operation, Maintenance and Replacement The permittee shall at all times maintain in good working order and operate as efficiently as possible all parts of the disposal system and other equipment installed or used to comply with this permit. Should part of the disposal system fail, the permittee must immediately make needed repairs and/or system modifications. [11 Miss. Admin. Code Pt. 6, R. 1.1.4.A(18).]
T-8	If the disposal system includes an aerobic mechanical plant, the plant and disposal system must be inspected once every six-(6) months by a certified Mississippi Wastewater Operator or by an authorized and trained representative of the mechanical plant manufacturer. Inspection reports shall be submitted to OPC in January and July of each year. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-9	Septic tanks must be cleaned out when necessary, about every 3 to 5 years. The septic tank pumper must be licensed by the Department of Health. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-10	There shall be no vehicular traffic allowed over any part of the on-site disposal system unless that part of the system is designed and constructed to support the weight. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-11	Connection shall be made to a sanitary sewer system when a system is available in the area. Upon such connection, use of the on-site disposal system shall be terminated. [11 Miss. Admin. Code Pt. 6, Ch. 1, Subch. 1.]
T-12	Closure Requirements Should the permittee decide to permanently close the premises that generates the wastewater, he shall notify the Permit Board no later than 90 days prior to doing so. [11 Miss. Admin. Code Pt. 6, R. 1.1.4.A(18).]
T-13	Transfer of Ownership or Control This permit is non-transferable except by Permit Board action. [11 Miss. Admin. Code Pt. 6, R. 1.1.5.C.]

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GENERAL INFORMATION

Pearl River County Board of Supervisors, Pearl River County Health Department
7547 Mississippi Highway 11 North
Carriere, MS
Pearl River County

Alternate/Historic Identifiers

ID	Alternate/Historic Name	User Group	Start Date	End Date
17611	Pearl River County Board of Supervisors	Official Site Name	1/13/2003	
MSU030003	Pearl River County Board of Supervisors, Pearl River County Health Department	Water - SOP	3/10/2003	2/28/2008
MSU030003	Pearl River County Board of Supervisors, Pearl River County Health Department	Water - SOP	3/25/2008	2/28/2013
MSU030003	Pearl River County Board of Supervisors, Pearl River County Health Department	Water - SOP	3/27/2013	2/28/2018
	Branch	Branches Group - Municipal	8/15/2017	
MSU030003	Pearl River County Board of Supervisors, Pearl River County Health Department	Water - SOP	4/4/2018	3/31/2023

Basin: Pearl River Basin

Location Description:PG - Plant Entrance (General). Data collected by J. Deqayne Headrick December 11, 2007.



Office of the Coroner

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

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DEREK TURNAGE
CORONER

March 27, 2023

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

RE: Rex David Gott
6 Watts Road.
Picayune, Ms. 39466

To The Honorable Board of Supervisors:

We are currently holding the body of, Rex David Gott who died on 03/08/2023. Mr. Gott's permanent address is 6 Watts Road Picayune, Ms. 39466. Mr. Gott has been held at Dignity Mortuary Services due to the fact that the family doesn't have the funds for burial or cremation.

I am requesting the Board of Supervisors to consider Mr. Gott as a Pauper and to assist with cremation directed by Picayune Funeral Home. The cost of the cremation is \$350.00

Thank you,

A handwritten signature in black ink, appearing to read "Derek Turnage".

Derek Turnage,
Pearl River County Coroner



Office of the Coroner

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

66

DEREK TURNAGE
CORONER

March 27, 2023

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

RE: Garland Adcox
44 Parkside Dr.
Picayune, Ms. 39466

To The Honorable Board of Supervisors:

We are currently holding the body of, Garland Adcox who died on 03/16/2023. Mr. Adcox's permanent address is 44 Parkside Dr Picayune, Ms. 39466. Mr. Adcox has been held at Dignity Mortuary Services due to the fact that the family doesn't have the funds for burial or cremation.

I am requesting the Board of Supervisors to consider Mr. Adcox as a Pauper and to assist with cremation directed by Picayune Funeral Home. The cost of the cremation is \$350.00

Thank you,

A handwritten signature in black ink, appearing to read "Derek Turnage", written over a horizontal line.

Derek Turnage,
Pearl River County Coroner



March 23, 2023

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

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

-Hiring of Emma Cooley effective April 3, 2023

Thank you,

Carey Meltzler, Director
Pearl River County Central Dispatch

3/24/23

PICAYUNE SCHOOL DISTRICT

68

DEAN SHAW
Superintendent

706 Goodyear Boulevard
Picayune, MS 39466
(601) 798-3230 / Fax: (601) 798-1742

KIMBERLY MASSENGALE
Federal Programs Director

WALT ESSLINGER
Assistant Superintendent

DIANE WISE
Special Services Director

DEBBIE SMITH
Curriculum Director

MICAH NECAISE
Finance Director

March 22, 2023

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

RE: 16th SECTION LAND RECORDING(S):

Enclosed is a check for **\$37.00** for recording of a Corrected Assignment of Commercial Lease for the 16th Section Land Lease(s) listed below:

<u>DOCUMENT #</u>	<u>LESSEE</u>	<u>TYPE OF LEASE</u>	<u>AMOUNT</u>
PLS# 214	Draeshund K. Magee	New Commercial/Residential Lease	\$37.00

Please return the recorded **ORIGINAL** lease(s) to the Picayune School District

Regards,


Terry Schubert

STATE # 230024

PLS #214

PREPARED BY:

Picayune School District
 706 Goodyear Blvd.
 Picayune, MS 39466
 601-798-3230

RETURN TO:

Picayune School District
 706 Goodyear Blvd.
 Picayune, MS 39466
 601-798-3230

STATE OF MISSISSIPPI
 COUNTY OF PEARL RIVER

COMMERCIAL - RESIDENTIAL LEASE
16TH SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this, the 14th day of MARCH 2023, by and between the

LESSOR: PICAYUNE SCHOOL DISTRICT706 GOODYEAR BLVD.PICAYUNE, MS 39466601-798-3230

and LESSEE:

DRAESHUND K. MAGEE155 KENDRICK LANEPICAYUNE, MS 39466601-590-2350**INDEXING INSTRUCTIONS:**

1 LOT 87' 7" X 157' 5" BY IRR IN THE SE ¼ OF THE SE ¼ BLK C, LOT 14

PPIN #24952 – 1639 NIXON STREET

WITNESSETH:

That, for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease, let and rent unto LESSEE the following classified "Residential lands" situated in PEARL RIVER COUNTY, Mississippi (hereinafter called "the Leased Premises") and

The authority and under the direction of the Board of Education of the Picayune School District, as recorded in Minute Book 00, Page 0000, does hereby lease and rent unto LESSEE the following described land, to-wit:

SEE LAND DESCRIPTION ATTACHED AS EXHIBIT "A" TO THIS LEASE

1. Term. The term of this lease shall be for twenty-five (25) years, beginning on the 14th day of MARCH 2023, and terminating on the 14th day of MARCH 2048, at which time the LESSEE shall have a prior right, exclusive of all other persons, to re-lease said property at an annual rental based on the then appraised fair market value of the land excluding buildings and improvements not then owned by LESSOR.

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

2. Rental Amount. LESSEE agrees and covenants to pay or cause to be paid to LESSOR annually, on or before the Anniversary Date of this Lease Agreement each year during the term hereof, rentals in the amount of: NINE HUNDRED THIRTY-FOUR DOLLARS AND 00/00 (\$934.00). The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date. Subsequent payment of annual rent shall be due on or before the Anniversary Date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted periodically pursuant to the

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

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

(a) LESSOR shall use its best efforts to cause the subject property to be reappraised and a redetermination made of the annual fair market rental amount within six (6) months before any readjustment date. In the event the LESSOR shall fail to instigate reappraisal within six (6) 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 lease premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, §29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by 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 the (I) the fair market value of the land unencumbered by this lease and (II) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under

the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

- (2) The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.
 - (3) The review appraiser shall review and analyze the two appraisal reports and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
 - (4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the 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 in note 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 appraiser must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

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

6. Improvements. LESSEE agrees, at LESSEE'S own cost and expense, to keep all improvements in a good state of repair at all times and maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of LESSEE'S improvements on the land as LESSEE may in his sole discretion elect so to do, and LESSOR, while this Lease or any extensions thereof continues in force and effect, shall have no ownership interest in any of LESSEE'S improvements. If any improvements are removed, LESSEE shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. LESSEE shall have the right to construct new or replacement buildings or structures on the Leased Premises. In the event construction is contemplated, LESSEE shall submit a description of the general nature of the proposed

improvement and its intended use to LESSOR for approval, which approval shall not be unreasonably withheld.

7. Default. The parties herein expressly agree that if default shall be made in the payment of any tax assessment or other charge made pursuant to this Lease Agreement, then and in any such event of default, it shall be lawful for LESSOR, its legal representatives or assigns, to enter upon the Leased Premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distain for any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on LESSEE herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice to LESSEE. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

8. Forfeiture. In the event of any forfeiture, default or cancellation of this Lease Agreement or termination under the terms hereof as aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease had not been made; and in addition thereto, LESSOR shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non fulfillment or nonperformance of the terms and conditions of this Lease. LESSEE shall pay to LESSOR all costs of collection of rent or enforcement of this Lease Agreement, including expenses of litigation and attorney's fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, LESSOR shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Agreement, when termination is by the expiration of the full term, but not in the event of default.

9. Waste. LESSEE shall be responsible for any waste or damages that may be caused to LESSOR's property by the activities of LESSEE under this Lease Agreement, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes.

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

10. Indemnity. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorney's fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees, or invitees; provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents.

11. Right to Cure. Notwithstanding any DEFAULT of this Lease Agreement, any present or future holder of a mortgage or deed of trust representing money loaned on facilities located on the Leased Premises shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder shall have reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default, or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. Enjoyment. LESSEE shall have quiet and peaceable possession as long as compliance is made by LESSEE with the terms of this Lease Agreement. LESSEE, his heirs successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease agreement. LESSEE certifies that there are no other dwellings on the Leased Premises other than LESSEE'S dwelling.

13. Reservation. LESSOR reserves title to all timber, the right to harvest said timber at LESSOR'S discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber

optic cables or public utility lines be constructed or operated in a manner so as not to unreasonably interfere with LESSEE'S use of the property.

14. Mortgage. Any recorded mortgages or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof will receive all the rights and privileges of a LESSEE and likewise assume all responsibilities of a LESSEE as if such purchaser or transferee had initially been a LESSEE under this Lease Agreement.

15. Condemnation. In the event of condemnation or other taking for public use under powers of eminent domain of all or part of LESSEE'S interest in the Leased Premises, payments for such condemnation or taking of LESSEE'S leasehold interest shall be payable to LESSEE, or, if the LESSEE'S promises are encumbered by a mortgage or Deed of Trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or Deed of Trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which LESSEE is entitled. The payment must not be less than the total award less the value of the land considered as unimproved.

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

To LESSOR: 16TH SECTION MANAGER
PICAYUNE SCHOOL DISTRICT
706 GOODYEAR BLVD.
PICAYUNE, MS 39466
601-798-3230

To LESSEE: DRAESHUND K. MAGEE
1556 KENDRICK LANE
PICAYUNE, MS 39466
601-590-2350

17. Filing. LESSOR will deliver this Lease Agreement to the Chancery Clerk of Pearl River County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of N/A. to Chancery Clerk as recording fees.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 14TH day of MARCH 2023.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

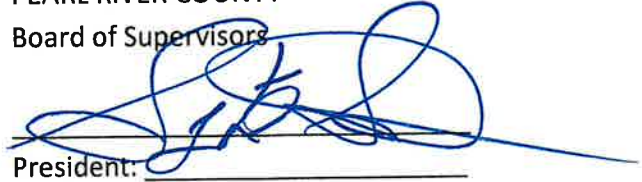
PICAYUNE SCHOOL DISTRICT
School District


Superintendent: Dean Shaw


Board President: JAKE SMITH

APPROVED:

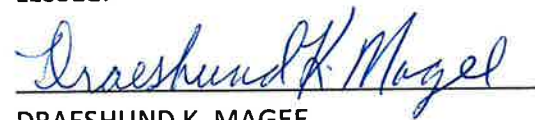
PEARL RIVER COUNTY
Board of Supervisors


President: _____

SEE ADDENDUM FOR SIGNATURE

Secretary of State:
Michael Watson

LESSEE:


DRAESHUND K. MAGEE

ACKNOWLEDGEMENTS

School District

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this, 14TH day of MARCH, 2023, within my jurisdiction, the within named: DEAN SHAW, Superintendent of Schools and JAKE SMITH, School Board President of Education who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the PICAYUNE SCHOOL DISTRICT, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.



Printed Name: DARLENE HOUSE
(Notary Public)



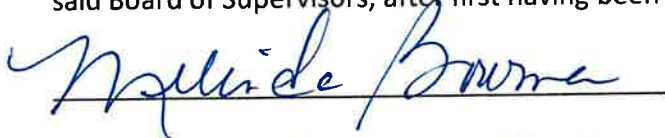
My Commission Expires: June 17, 2026

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the said county and state, on this, the 3rd day of April, 2023, within my jurisdiction, the within named Sarah Kane Smith, who acknowledged to me that he/she is the President of the Board of Supervisors of Pearl River County, Mississippi, and that in said representative capacity he/she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.



Printed Name: MELINDA BOWMAN
(Notary Public)



My Commission Expires: 1/1/2024

(Affix official seal, if applicable)

ACKNOWLEDGEMENTS

Lessee – Personal

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this, the 20th day of March, 2023, within my jurisdiction, the within named DRAESHUND K. MAGEE, who acknowledged that he/she executed the above and foregoing instrument



Darlene House
Printed Name: DARLENE HOUSE
(Notary Public)

My Commission Expires: June 17, 2026 (Affix official seal, if applicable)

Lessee – Corporate

STATE OF MISSISSIPPI
COUNTY OF _____

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

Printed Name: _____
(Notary Public)

My Commission Expires: _____ (Affix official seal, if applicable)

EXHIBIT "A"; DESCRIPTION OF PROPERTY

SECTION 16

TOWNSHIP 06 S

RANGE 17 W

Commencing at the intersection where the East right-of-way of West Street intersects the South right-of-way of Nixon Street this being the Point of Beginning. From the Point of Beginning thence run East along said right-of-way of West Street a distance of 157.50 feet more or less; thence run East a distance of 130.00 feet more or less; thence run North a distance of 150.00 feet more or less to the South right-of-way of Nixon Street; thence run West a distance of 87.70 feet more or less to the Point of Beginning; containing (0.38 acre(s) more or less; 1639 Nixon Street).

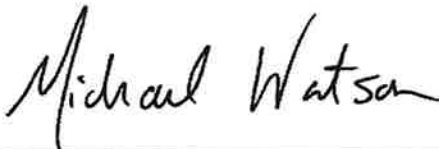
SIGNATURE ADDENDUM

82

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

PICAYUNE MUNICIPAL SCHOOL DISTRICT

as LESSOR and DRAESHUND K MAGEE as LESSEE with a rent amount of \$ 934.00 dated 14th day of March, 2023 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the PICAYUNE 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

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



HUDSON HOLLIDAY
District Three
JASON SPENCE 83
District Four
MELINDA BOWMAN
Clerk of Board

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

April 3, 2023

To Whom It May Concern:

This letter is to serve as notice that Pearl River County will provide fuel for the generator at the Pearl River County Hospital & Nursing Home in case of emergency as long as Pearl River County has fuel available. If you need any further information or explanation, please feel free to call.

Sincerely,

Adrain Lumpkin, Jr.

Mike Marshall
Maintenance Director
Pearl River County Hospital & Nursing Home

Kevin Hedgepeth
Hospital Administrator

James Williams
Nursing Home Administrator

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



HUDSON HOLLIDAY
District Three
JASON SPENCE 84
District Four
MELINDA BOWMAN
Clerk of Board

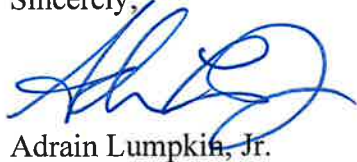
BOARD OF SUPERVISORS
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P.O. BOX 569
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ADRIN LUMPKIN, JR.
County Administrator

April 3, 2023

To Whom It May Concern:

This letter is to serve as notice that Pearl River County will provide water at the Pearl River County Hospital & Nursing Home in case of emergency as long as Pearl River County has water available. If you need any further information or explanation, please feel free to call.

Sincerely,



Adrain Lumpkin, Jr.

Mike Marshall
Maintenance Director
Pearl River County Hospital & Nursing Home

Kevin Hedgepeth
Hospital Administrator

James Williams
Nursing Home Administrator

ORDER TO APPROVE TRAVEL

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

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

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

Tommy Breland, Elena Shaw, Nance Fitzpatrick Stokes to 2023 ECAM Certification Makeup Training Session in Brandon, MS on April 4, 2023.

Christy Goss to Keep MS Beautiful Awards Luncheon in Jackson, MS on April 27, 2023.

Ordered and adopted, this the 3rd day of April, 2024.

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) 403-2327

nstokes@pearlrivercounty.net

March 29, 2023

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

Re: 2023 ECAM Certification Makeup Training Session

Gentlemen:

I hereby request approval for the following individuals to attend the 2023 ECAM Certification Makeup Training Session at the Brandon Public Library, 1475 West Government Street, Brandon, Mississippi on Tuesday, April 4, 2023:

1. Tommy Breland
2. Elena Shaw
3. Nance Fitzpatrick Stokes

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

Cindy Lee

From: Christy Goss
Sent: Wednesday, March 29, 2023 11:31 AM
To: Cindy Lee; Adrain Lumpkin
Subject: Travel

Mrs. Cindy,

Please add to the agenda the Poplarville High School Cheerleaders are coming to be recognized at April 3rd BOS meeting. I have their certificates ready for them.

And I am asking to go to the Keep MS Beautiful Awards Luncheon on April 27th in Jackson.

Thanks,

Christy Goss

Pearl River County Economic Development District

Project Manager

cgoss@pearlrivercounty.net

601-749-7780/601-273-2322

ORDER TO ACKNOWLEDGE ECONOMIC DEVELOPMENT DIRECTOR'S
AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to acknowledge Economic Development Director's 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 acknowledge the following Economic Development Director's Agenda Items as listed with attachments:

A. Legislative Session Update

B. Gulf Coast Restoration Fund Legislature Update

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

REPORT OF CONFERENCE COMMITTEE

2

MR. PRESIDENT AND MR. SPEAKER:

We, the undersigned conferees, have had under consideration the amendments to the following entitled BILL:

S. B. No. 3047: Appropriation; Gulf Coast Restoration Funds to the Mississippi Development Authority.

We, therefore, respectfully submit the following report and recommendation:

- 1. That the House recede from its Amendment No. 1.
- 2. That the Senate and House adopt the following amendment:

Amend by striking all after the enacting clause and inserting in lieu thereof the following:

6 **SECTION 1.** The following sum of money, or so much thereof as
7 may be necessary, is hereby appropriated out of any money in the
8 Gulf Coast Restoration Fund, as created in Section 57-119-1
9 Mississippi Code of 1972, not otherwise appropriated to the
10 Mississippi Development Authority. These funds are provided for
11 projects as outlined in Section 57-119-9, Mississippi Code of
12 1972, for assistance to local units of government, nongovernmental
13 organizations, institutions of higher learning, community
14 colleges, ports, airports, public-private partnerships, private
15 for-profit entities, private nonprofit entities and local economic
16 development entities for the fiscal year beginning July 1, 2023,
17 and ending June 30, 2024.....\$ 50,960,148.00.



18 Of the funds appropriated in this section the following sums
 19 are provided for projects:

20 (a) To assist the City of Diamondhead with a
 21 Commercial District Transformation Project.....\$ 2,000,000.00

22 (b) To assist the City of Moss Point with
 23 the Moss Point-Point of Connection Road..... \$ 200,000.00

24 (c) To assist the City of Long Beach with
 25 the Long Beach Harbor Complex Restoration..... \$ 3,500,000.00

26 (d) To assist Heritage Spring Water, LLC.,
 27 with the Heritage Spring Water Project in Stone,
 28 County, Mississippi..... \$ 260,000.00

29 (e) To assist the Pascagoula Redevelopment
 30 Authority with the Live, Work, Play Pascagoula
 31 Riverfront Redevelopment..... \$ 1,500,000.00

32 (f) To assist the Pearl River County Board of
 33 Supervisors with the Pearl River County Industrial
 34 Park Infrastructure and Site Development..... \$ 1,922,800.00

35 (g) To assist the City of Bay St. Louis
 36 with a City Government Safety Complex..... \$ 1,000,000.00

37 (h) To assist the Hancock County Port and
 38 Harbor Commission with the Technology Park and Site
 39 Development at Stennis Airport Phase I..... \$ 2,000,000.00

40 (i) To assist Mississippi State University
 41 Research and Technology Corporation with
 42 Continued Development of the Mississippi Cyber



43 Center Project..... \$ 2,000,000.00
44 (j) To assist the City of Gulfport with
45 the Daniel Boulevard Extension and Connector Road
46 between Highway 49 and Canal Road..... \$ 4,600,000.00
47 (k) To assist the City of Lucedale with
48 the Lucedale Municipal Park Stage..... \$ 498,000.00
49 (l) To assist the City of Moss Point with
50 the Highway 63/Escatawpa Natural Gas Pipeline
51 Installation..... \$ 1,750,000.00
52 (m) To assist the Moss Point Redevelopment
53 Authority with the Moss Point Downtown
54 Revitalization..... \$ 1,000,000.00
55 (n) To assist the George County Board of
56 Supervisors with a Grain Elevator/River Road
57 Rehabilitation..... \$ 1,599,906.00
58 (o) To assist the George County Board of
59 Supervisors with the Old Highway 63 North Regional
60 Agriculture and Agri-Tourism Accelerator Project... \$ 1,599,372.00
61 (p) To assist the Jackson County Economic
62 Development Foundation with the Sunplex Light
63 Industrial Park Site Improvements and Trent
64 Lott Airport..... \$ 2,000,000.00
65 (q) To assist the Pearl River County Board
66 of Supervisors with the Pearl River County
67 Technology Park Phase I and Site Development..... \$ 1,800,000.00



68 (r) To assist the Jackson County Board of
69 Supervisors with the Vancleave Medical Center..... \$ 3,193,750.00
70 (s) To assist the City of Bay St. Louis
71 with a Downtown ADA Boardwalk..... \$ 1,400,000.00
72 (t) To assist the City of Ocean Springs
73 with Mary C. O'Keefe Cultural Arts Center
74 Renovations and Signage..... \$ 700,000.00
75 (u) To assist the Gulf Hills Resort with the
76 Development of 2,000 feet of Blueway Waterfront
77 with Public Marina Access..... \$ 900,000.00
78 (v) To assist the Mississippi Coast Model
79 Railroad Museum with the All Aboard: Mississippi
80 Coast Model Railroad Museum Project..... \$ 1,000,000.00
81 (w) To assist the Ohr-O'Keef Museum of Arts
82 with Completion of the Ohr-O'Keef Museum Campus.... \$ 1,000,000.00
83 (x) To assist the University of Southern
84 Mississippi with the USM Visualization and
85 Digital Multimedia Center of Excellence..... \$ 2,501,320.00
86 (y) To assist Pinchers Seafood with a
87 Working Waterfront..... \$ 3,600,000.00
88 (z) To assist the Jackson County Economic
89 Development Foundation and the Biloxi Bay RV Resort \$ 1,585,000.00
90 (aa) To assist Plaid Properties, LLC with
91 the Redevelopment of Blighted Property into a
92 WAMA Connected District..... \$ 250,000.00



93 (bb) To assist the Ocean Springs Redevelopment
 94 Foundation with Public Works Redevelopment and
 95 Relocation..... \$ 2,000,000.00

96 (cc) To assist the Harrison County Development
 97 Commission with the I-10 and Canal Road Site
 98 Development..... \$ 3,600,000.00

99 **SECTION 2.** The following sum, or so much thereof as may be
 100 necessary, is reappropriated out of any money in the Gulf Coast
 101 Restoration Fund not otherwise appropriated for the Mississippi
 102 Development Authority for the purpose of reauthorizing the
 103 expenditure of Gulf Coast Restoration Fund, as authorized in
 104 Senate Bill No. 3049, 2022 Regular Session, for the fiscal year
 105 beginning July 1, 2023, and ending June 30, 2024.....
 106\$35,461,356.00.

107 Notwithstanding the amount reappropriated under this section,
 108 the amount that may be expended under the authority of this
 109 section shall not exceed the unexpended balance of the funds
 110 remaining as of June 30, 2023, from the amount authorized for the
 111 previous fiscal year. In addition, this reappropriation shall not
 112 change the purpose for which the funds were originally authorized.

113 Of the funds reappropriated in this section the following
 114 sums are provided for projects:

115 (a) To assist the Gulfport Redevelopment
 116 Commission for the completion of the second and
 117 final phase of a mixed-use, downtown redevelopment



118 project, including public use components, so as
 119 to leverage public and private investment.....\$ 8,000,000.00
 120 (b) To assist the City of Pass Christian
 121 with the Water Front Redevelopment Plan.....\$ 3,000,000.00
 122 (c) To assist the Pascagoula Redevelopment
 123 Authority with the City of Pascagoula Rail Line
 124 Development Plan.....\$ 3,061,356.00
 125 (d) To assist the City of Biloxi with the
 126 Popp's Ferry Extension Project.....\$ 3,000,000.00
 127 (e) To assist the City of Waveland with
 128 the Waveland Marina Phase I\$ 2,000,000.00
 129 (f) To assist the Ocean Springs Redevelopment
 130 Authority with City of Ocean Springs Projects.....\$ 2,000,000.00
 131 (g) To assist the City of Moss Point with
 132 Moss Point's Magnificent Mile 2.0.....\$ 2,000,000.00
 133 (h) To assist the Hancock County Port and
 134 Harbor Commission with the Technology Park at
 135 Stennis Airport Phase I.....\$ 2,000,000.00
 136 (i) To assist the City of Long Beach with
 137 the Long Beach Harbor Complex Restoration.....\$ 1,000,000.00
 138 (j) To assist the City of Bay St. Louis
 139 with the City Public Safety Complex.....\$ 1,000,000.00
 140 (k) To assist the Mississippi State
 141 University Research and Technology Corporation
 142 with continued development of the Mississippi



143 Cyber Center Project.....\$ 1,000,000.00
 144 (l) To assist the City of Diamondhead with
 145 the Commerce District Transportation.....\$ 900,000.00
 146 (m) To assist Heritage Spring Water, LLC.,
 147 with the Heritage Spring Water Project in Stone
 148 County, Mississippi.....\$ 600,000.00
 149 (n) To assist the Ocean Springs Collective
 150 with Ocean Springs Collective Projects.....\$ 400,000.00
 151 (o) To assist the Mississippi Export Railroad
 152 with Mississippi Export Projects.....\$ 3,500,000.00
 153 (p) To assist the Greater Biloxi Economic
 154 Development Foundation and JDLE, LLC with the
 155 Downtown Redevelopment of Barq's and Kress
 156 Buildings on Howard Avenue.....\$ 2,000,000.00

157 **SECTION 3.** The following sum, or so much thereof as may be
 158 necessary, is reappropriated out of any money in the Gulf Coast
 159 Restoration Fund not otherwise appropriated for the Mississippi
 160 Development Authority for the purpose of reauthorizing the
 161 expenditure of Gulf Coast Restoration Fund, as authorized in
 162 Senate Bill No. 3049, 2022 Regular Session, for the fiscal year
 163 beginning July 1, 2023, and ending June 30, 2024.....
 164\$49,465,318.00.

165 Notwithstanding the amount reappropriated under this section,
 166 the amount that may be expended under the authority of this
 167 section shall not exceed the unexpended balance of the funds



168 remaining as of June 30, 2023, from the amount authorized for the
 169 previous fiscal year. In addition, this reappropriation shall not
 170 change the purpose for which the funds were originally authorized.

171 Of the funds reappropriated in this section the following
 172 sums are provided for projects:

173 (a) To assist the Mississippi State
 174 University Research and Technology Corporation
 175 with the design and construction of the
 176 Mississippi Cyber Center.....\$ 13,500,000.00

177 (b) To assist the University of Southern
 178 Mississippi Ocean Enterprise.....\$ 4,500,000.00

179 (c) To assist the Stone County Board of
 180 Supervisors with the Piney Wood Pellet Mill
 181 road, rail and bypass.....\$ 2,500,000.00

182 (d) To assist the Gulfport Redevelopment
 183 Commission for Phase I of a planned 3-phase
 184 project of downtown redevelopment to be used on
 185 a public use project so as to leverage public
 186 and private investment.....\$ 2,500,000.00

187 (e) To assist the City of Ocean Springs
 188 and the OHOS Development LLC with a
 189 Public/Private Development.....\$ 5,536,481.00

190 (f) To assist the Pascagoula Redevelopment
 191 with downtown revitalization project.....\$ 3,000,000.00

192 (g) To assist Long Beach High School with



193 the Long Beach High School Career and Technical
 194 Education Center.....\$ 2,500,000.00
 195 (h) To assist the City of Diamondhead with
 196 the Town Center District - Commercial District
 197 Project.....\$ 2,000,000.00
 198 (i) To assist Stone County School District
 199 with the Stone County High School Career and
 200 Technical Education Center.....\$ 3,195,782.00
 201 (j) To assist the City of Gulfport with
 202 flood control and/or drainage for the
 203 Forest Heights Project.....\$ 2,100,000.00
 204 (k) To assist the City of Moss Point with
 205 the Interstate 10 Frontage Roads, North and
 206 South.....\$ 2,000,000.00
 207 (l) To assist the City of Picayune with the
 208 Friendship Park Revitalization Project.....\$ 1,900,000.00
 209 (m) To assist Pearl River Community College
 210 PRCC Aviation Aerospace Academy.....\$ 1,900,000.00
 211 (n) To assist the City of Bay St. Louis with
 212 the Court Street Parking facility, expansion and
 213 improvements.....\$ 1,000,000.00
 214 (o) To assist the Walter Anderson Museum with
 215 Phase 3 and Phase 4.....\$ 636,000.00
 216 (p) To assist the City of Lucedale with
 217 Ventura Drive Improvements.....\$ 577,000.00



218 (q) To assist George County with the Scott
 219 Road Project, widening and infrastructure.....\$ 120,055.00

220 **SECTION 4.** The following sum, or so much thereof as may be
 221 necessary, is reappropriated out of any money in the Gulf Coast
 222 Restoration Fund not otherwise appropriated for the Mississippi
 223 Development Authority for the purpose of reauthorizing the
 224 expenditure of Gulf Coast Restoration Fund, as authorized in
 225 Senate Bill No. 3049, 2022 Regular Session, for the fiscal year
 226 beginning July 1, 2023, and ending June 30, 2024.....
 227\$31,888,371.00.

228 Notwithstanding the amount reappropriated under this section,
 229 the amount that may be expended under the authority of this
 230 section shall not exceed the unexpended balance of the funds
 231 remaining as of June 30, 2023, from the amount authorized for the
 232 previous fiscal year. In addition, this reappropriation shall not
 233 change the purpose for which the funds were originally authorized.

234 Of the funds reappropriated in this section, the following
 235 sums are provided for projects recommended by the department and
 236 projects that meet the criteria outlined in Section 57-119-9,
 237 Mississippi Code of 1972:

238 (a) To assist Power Dynamics Innovations,
 239 LLC with Equipment and Facility Upgrades.....\$ 519,164.00

240 (b) To assist the City of Bay St. Louis
 241 with the Old Town Police Department.....\$ 379,176.00

242 (c) To assist the City of Bay St. Louis



243 with the Old Town Depot Revitalization
 244 District.....\$ 376,138.00
 245 (d) To assist the City of Diamondhead with
 246 the Commercial District Transformation Project.....\$ 1,500,000.00
 247 (e) To assist the Stone County School
 248 District with the Stone County High School
 249 Career and Technical Education Center.....\$ 1,131,502.00
 250 (f) To assist the University of Southern
 251 Mississippi with the Ocean Enterprise Phase I.....\$ 5,447,488.00
 252 (g) To assist the Walter Anderson Museum
 253 Creative Complex Phase I and begin Phase II.....\$ 366,298.00
 254 (h) To assist the City of Ocean Springs
 255 and the OHOS Development LLC with a
 256 Public/Private Development.....\$ 1,149,999.00
 257 (i) To assist the Gulfport School with
 258 a STEM Exploration Lab.....\$ 59,679.00
 259 (j) To assist the City of Biloxi with
 260 downtown revitalization at the Saenger Theater.....\$ 290,180.00
 261 Of the funds reappropriated in this section, the following
 262 sums are provided for projects that meet the criteria outlined in
 263 Section 57-119-9, Mississippi Code of 1972:
 264 (a) To assist Harrison County with the
 265 Harrison County Law Enforcement Training
 266 Academy.....\$ 134,166.00
 267 (b) To assist George Regional Health System



268 with a multispecialty medical office complex.....\$ 1,901,193.00
 269 (c) To assist Mississippi State University
 270 Research and Technology Corporation with the design
 271 and construction of the Mississippi Cyber Center...\$ 2,875,729.00
 272 (d) To assist the Port of Pascagoula with
 273 the North Rail Connector.....\$ 6,600,000.00
 274 (e) To assist Jackson County Economic
 275 Development Foundation with site development and
 276 related support of a defense supplier.....\$ 377,561.00
 277 (f) To assist the Pascagoula Redevelopment
 278 Authority with the Innovation Center.....\$ 1,000,000.00
 279 (g) To assist the Pascagoula Redevelopment
 280 Authority with the City Center.....\$ 165,479.00
 281 (h) To assist the Institute for Marine Mammal
 282 Studies with Educational Classrooms and Dorms.....\$ 3,000,000.00
 283 (i) To assist the City of Pass Christian
 284 with redevelopment and revitalization.....\$ 513,680.00
 285 (j) To assist the City of Long Beach
 286 with development and revitalization.....\$ 2,000,000.00
 287 (k) To assist the City of Long Beach
 288 with the Quarles House.....\$ 2,000,000.00
 289 (l) To assist George County with the
 290 Mississippi Export Railroad for the Enviva
 291 project.....\$ 100,941.00



SECTION 5. The following sum, or so much thereof as may be necessary, is reappropriated out of any money in the Gulf Coast Restoration Fund not otherwise appropriated for the Mississippi Development Authority for the purpose of reauthorizing the expenditure of Gulf Coast Restoration Fund, as authorized in Senate Bill No. 3049, 2022 Regular Session, for the fiscal year beginning July 1, 2023, and ending June 30, 2024.....
\$ 5,500,000.00.

Notwithstanding the amount reappropriated under this section, the amount that may be expended under the authority of this section shall not exceed the unexpended balance of the funds remaining as of June 30, 2023, from the amount authorized for the previous fiscal year. In addition, this reappropriation shall not change the purpose for which the funds were originally authorized.

Of the funds reappropriated in this section the following sums are provided for the following programs:

(a) For the Mississippi Development Authority and the Air Service Development Incentive Program...\$ 2,500,000.00

(b) For the Mississippi Development Authority and the Quality of Place Incentives Program.....\$ 3,000,000.00

Of these funds, One Million Dollars (\$1,000,000.00) is provided for the development of a South Mississippi defense and space industry strategy for small companies to compete for defense related contracts to include government, industry and academia.



316 **SECTION 6.** The money herein appropriated shall be paid by
 317 the State Treasurer out of any money in the State Treasury to the
 318 credit of the proper fund or funds as set forth in this act, upon
 319 warrants issued by the State Fiscal Officer; and the State Fiscal
 320 Officer shall issue his warrants upon requisitions signed by the
 321 proper person, officer or officers, in the manner provided by law.

322 **SECTION 7.** This act shall take effect and be in force from
 323 and after July 1, 2023.

**Further, amend by striking the title in its entirety and
 inserting in lieu thereof the following:**

1 AN ACT MAKING AN APPROPRIATION AND A REAPPROPRIATION TO THE
 2 MISSISSIPPI DEVELOPMENT AUTHORITY TO AUTHORIZE AND REAUTHORIZE THE
 3 EXPENDITURE OF GULF COAST RESTORATION FUNDS PREVIOUSLY
 4 APPROPRIATED FOR PROJECTS FOR FISCAL YEAR 2024.

CONFEREES FOR THE SENATE

X (SIGNED)
 Hopson

X (SIGNED)
 Polk

X (SIGNED)
 Wiggins

CONFEREES FOR THE HOUSE

X (SIGNED)
 Read

X (SIGNED)
 Bennett

X (SIGNED)
 Eure





Budgetary Summary of Estimated Cost
Poplarville Industrial Park at I-59 and Hwy 26
Poplarville, MS

Description	Estimated Cost
Roadway Construction Cost	\$1,250,000.00
Box Bridge Construction Cost	\$500,000.00
Utility Construction Cost	\$200,000.00
Total Budgetary Estimated Construction Cost	\$1,950,000.00
Right-of-Way Cost (County)	\$0.00
Phase I Cultural Cost	\$5,000.00
Preliminary Engineering Cost (7%)	\$136,500.00
Construction Engineering Cost (8%)	\$156,000.00
Material Testing Cost (3%)	\$58,500.00
Construction Contingency Cost (5%)	\$97,500.00
Total Non-Construction Cost	\$453,500.00
Budgetary Estimated Total Cost	\$2,403,500.00


 7/8/22

SERVICE. STRENGTH. SOLUTIONS.

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



Technology Park Phase I Preimlinary Cost Estimate State of Mississippi Gulf Coast Restoration Funds Pearl River County, MS	
7500 Sq. Ft. Technology Facility Building No. 1	\$1,750,000.00
Site Improvements	\$250,000.00
Professional Services	\$250,000.00
Total Project Cost	\$2,250,000.00

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEM

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

Upon motion made by 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 following Road Department's Agenda Item as listed with attachment:

A. Personnel: William G. Mayo Resign

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC: Cindy Lee
Date: 3/27/2023
Re: Personnel

Comments: Please accept the resignation of William G. Mayo. His last day to work was March 23, 2023.

ORDER TO CLOSE SESSION

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

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

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

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

ORDER TO ENTER EXECUTIVE SESSION

Upon motion made by 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 enter executive session at 11:00 a.m. to discuss matters covered under 25-41-7 of the Mississippi Code of 1972, items covered under Section 4(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 3rd day of April, 2023.

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

Voting NAY: None

ORDER TO RETURN TO REGULAR SESSION

Upon motion made by 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 that
this Board does now return to regular session at 12:30 p.m. after
taking no action in executive session.

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

ORDER TO RECESS

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

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

Be It Further Ordered that this Board does now take a recess
until the next scheduled meeting to be held at 9:00 a.m.,
Wednesday, the 19th day of April, 2023, at the Board of
Supervisors meeting room in the Pearl River County Courthouse
Complex in the City of Poplarville.

Ordered and adopted, this the 3rd day of April, 2023.

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

Voting NAY: None

PRESIDENT

CLERK OF THE BOARD

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



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

110

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

NOTICE OF SUPERVISOR'S MEETING

You are hereby notified

Pursuant to

THE MISSISSIPPI OPEN MEETINGS LAW

that the next meeting of the

Board of Supervisors of Pearl River County, Mississippi,
will be held on April 19, 2023 at 9:00 o'clock a.m.
in the Board of Supervisors Meeting Room
in the Board Room Building
at the Courthouse in Poplarville, Pearl River County, Mississippi

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By: 
Adrain Lumpkin, Jr., County Administrator