

# LEGAL NOTICES

**SECTION 00 0001  
INVITATION FOR BIDS**  
**HOLMES COUNTY COURTHOUSE RENOVATION & ADMINISTRATION OFFICE ADDITION AND RENOVATION**  
**LEXINGTON, MISSISSIPPI**  
**SEALED BIDS WILL BE RECEIVED BY HOLMES COUNTY, HEREAFTER REFERRED TO AS OWNER, AT HOLMES COUNTY ADMINISTRATION BUILDING UP TO 2:00 P.M. LOCAL TIME, OCTOBER 7, 2021, FOR ALL LABOR, EQUIPMENT, AND MATERIALS (AS SPECIFIED) FOR THE HOLMES COUNTY COURTHOUSE RENOVATION & ADMINISTRATION OFFICE ADDITION AND RENOVATION PROJECT. BIDS WILL BE OPENED AND READ ALOUD AT THE CLOSING OF THE BID PERIOD IN THE BOARD MEETING ROOM.**

Principal items of work include Part I: Renovation of an existing service station including shingle abatement, new single story construction of an addition, limited office renovation and limited site work. Part II: Restoration of a historic courthouse clock tower, roofing, and window restoration.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract time shall be two hundred seventy (270) consecutive calendar days from the effective date shown in the Notice to Proceed.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing their classification as to the value and type of construction on which they are authorized to bid. Bids shall show the Contractor's Certificate of Responsibility Number on the Bid envelope.

Bids must be submitted in duplicate on the form included in the Project Manual and must be accompanied by a bid guarantee of at least five percent (5%) of the bid. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond in the amount of one-hundred percent (100%) of the contract amount. No proposals may be withdrawn after the scheduled closing time.

Awarding public contracts to non-resident bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances.

Bid documents are being made available via paper copy and digital file. Plan holders and plan rooms are required to log in or register at [www.bsaplanroom.com](http://www.bsaplanroom.com) to view and order bid documents. All plan holders are required to have a valid email address for registration. There is no charge to view documents online. Paper and digital bid documents can be purchased with a non-refundable deposit of \$100 and \$50, respectively, and must be purchased through the website. For questions regarding website registration or online orders, please contact Planhouse Printing at the number listed below.

Planhouse Printing  
607 W. Main Street Tupelo, MS 38804  
(662) 407-0193

For anyone interested in submitting bids electronically in place of a sealed bid, they may do so through [www.bsaplanroom.com](http://www.bsaplanroom.com) only. Contact Planhouse Printing for questions regarding electronic bidding.

For specific questions related to the project, please contact:

Belinda Stewart Architects, PA  
PO Box 867 / 61 North Dunn Street  
Eupora, MS 39744  
[bsa@belindastewartarchitects.com](mailto:bsa@belindastewartarchitects.com)  
662-258-6405 - phone  
662-258-6452 - fax

The Contract Documents are on file and may be examined at the following locations:

The Holmes County  
Administration Building, Holmes County  
408 Court Square, P.O. Box 239  
Lexington, MS 39095.

Belinda Stewart Architects, PA,  
61 North Dunn Street, Eupora, MS 39744

Site visits will need to be coordinated through the Holmes County Administrator's office.

Holmes County reserves the right to reject any and all bids and to waive informalities whenever rejection is in the best interest of the owner.

Vanessa Truss Holmes County  
9-9,16b

**FINAL NOTICE &  
PUBLIC EXPLANATION OF  
A PROPOSED ACTIVITY IN THE  
100-YEAR FLOODPLAIN**

Holmes County, Mississippi, has conducted an evaluation as required by Executive Order 11988, in accordance with HUD regulations at 24 CFR 55.20 to determine the potential effect that its activity in the floodplain will have on the environment. The proposed project is rehabilitating eight homes for eligible-income homeowners.

This HOME Investment Partnership funded project has one home located in the floodplain. Alternatives considered were no action and relocating project to a non-flood hazard area. But there is no practicable alternative other than to rehabilitate the home in the floodplain for the following reasons: 1) no action would continue to cause unsafe and unsanitary living conditions and 2) rebuilding outside the floodplain would require acquisition, which is not allowed with the home rehabilitation grant. This activity will have no significant impact on the environment. The home owner will be required to maintain flood insurance through the National Flood Insurance Program.

Written comments will be accepted until 5:00 p.m. on September 24, 2021, and should be addressed to Debra Mabry, Holmes County Board of Supervisors' President, 408 Court Square, Lexington, Mississippi 39095.

/s/Debra Mabry  
President, Holmes County Board of Supervisors  
Date: September 9, 2021

9-9b

**IN THE CHANCERY COURT OF  
HOLMES COUNTY, MISSISSIPPI  
RE: THE WILL AND ESTATE OF  
MARY D. CROWDER, DECEASED  
NO. 21-107  
NOTICE TO CREDITORS**

WHEREAS, Letters Testamentary upon the Estate of Mary D. Crowder, Deceased, were duly issued to the undersigned as Executor of the Estate by the Chancery Court of Holmes County, Mississippi, on the 5<sup>th</sup> day of August, 2021; therefore, legal notice is hereby given that all persons having claims against the Estate are required by law to have them filed, probated, and registered with the Clerk of the Chancery Court of Holmes County, Mississippi, at Lexington, Mississippi, within ninety (90) days' time from the publication of this notice, and the failure to file, probate, and register their claims with the Clerk within the time will forever bar the claims.

/s/ Michael Wayne Crowder  
Michael Wayne Crowder,  
Executor of the  
Estate of Mary D. Crowder,  
Deceased

**OF COUNSEL:**  
Samuel C. Kelly (MSB No. 7496)  
Drew C. Bigelow (MSB No. 105663)  
Brunini, Grantham, Grower & Hewes, PLLC  
Attorneys at Law  
190 E. Capitol Street, Suite 100  
Post Office Drawer 119  
Jackson, Mississippi 39205  
Telephone: (601) 948-3101  
Email: [skelly@brunini.com](mailto:skelly@brunini.com)  
[dbigelow@brunini.com](mailto:dbigelow@brunini.com)

8-26;9-2,9b

**ADVERTISEMENT FOR BIDS**

Separate and sealed bids for the construction of **DURANT STREET IMPROVEMENTS, SMLPCG NO. SM-20-1016**, will be received by the **CITY OF DURANT** located at **CITY HALL, 253 W. MULBERRY STREET, DURANT, MS 39063** until **10:00 A.M., LOCAL TIME, on FRIDAY, OCTOBER 8TH, 2021** and then at said office publicly opened and read aloud.

The project consists of the following:		
Mobilization	1	LS
Maintenance of Traffic	1	LS
9.5 mm Hot Mix Asphalt	232	Ton
12.5 mm Hot Mix Asphalt (Leveling)	10	Ton
Milling of Asphalt Pavement (All Depths)	420	SY
Removal of Concrete Driveways	84	SY
Concrete for Driveways	84	SY
Topsoil	80	CY
<b>ADDITIVE OPTION 1 CEDAR STREET</b>		
9.5 mm Hot Mix Asphalt	159	Ton
12.5 mm Hot Mix Asphalt (Leveling)	10	Ton
Milling of Asphalt Pavement (All Depths)	423	SY
Removal of Concrete Driveways	16	SY
Concrete for Driveways	16	SY
<b>ADDITIVE OPTION 2 MADISON STREET</b>		
9.5 mm Hot Mix Asphalt	322	Ton
12.5 mm Hot Mix Asphalt (Leveling)	10	Ton
Milling of Asphalt Pavement (All Depths)	1000	SY
Removal of Concrete Driveways	38	SY
Concrete for Driveways	38	SY
<b>ADDITIVE OPTION 3 LANDRUM STREET</b>		
9.5 mm Hot Mix Asphalt	183	Ton
12.5 mm Hot Mix Asphalt (Leveling)	10	Ton
Milling of Asphalt Pavement (All Depths)	422	SY
Removal of Concrete Driveways	80	SY
Concrete for Driveways	80	SY

The Contract Documents may be examined at the following locations: **CITY OF DURANT, 253 W. MULBERRY STREET, DURANT, MS 39063** and Cook Coggin Engineers, Inc., 703 Crossover Road, Tupelo, MS 38801.

Registering for a free account at [www.cceplanroom.com](http://www.cceplanroom.com) will enable bidders to view and/or order Contract Documents online. The only requirement for account registration is a valid email address. Questions regarding website registration and online orders shall be directed to Plan House Printing at (662) 407-0193.

Contract Documents are issued to potential Bidders only as paper copies from Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804. Bidders may opt to purchase Contract Documents online at [www.cceplanroom.com](http://www.cceplanroom.com). All payments for Bid Documents are non-refundable and shall be made payable to Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804.

**Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by Plan House Printing, on behalf of the Engineer, and whose name appears on the official list of Planholders maintained by Plan House Printing.**

The contract will be awarded as an entire job and individual items will not be let for separate work.

Minority and Women Owned Business Enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

Each bidder must deposit with this bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

No Bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Simultaneously with his delivery of the executed contract, the Contractor shall furnish surety bonds subject to the conditions provided in the Information for Bidders.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.


Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid.

A conditional or qualified Bid will not be accepted. Award will be made to the lowest responsible, responsive Bidder.

The Owner reserves the right to waive any informality or to reject any or all Bids.

**MAYOR JOHN HAYNES, SR.  
CITY OF DURANT**

9-9,16b



## Living With Children

By John Rosemond  
Copyright 2017, John K. Rosemond

I wrote a book several years ago, *Grandma Was Right After All*, in which I deconstructed the twenty-five most popular parenting adages of a bygone era. They included “You made this bed, so you and only you will lie in it,” “I knew if I gave you a long enough rope, you’d hang yourself,” and “You will have to stew in your own juices over this.” An entire parenting philosophy was expressed through the adages in question, most of which are now extinct because the philosophy in question has gone by the wayside, to the detriment of us all.

Nearly all of these adages are misunderstood today, but surely the single most misunderstood parenting aphorism in the history of humankind is “Children should be seen and not heard.” It actually originated in 15th Century England and applied only to – gasp! – young girls, who were thought to have nothing to say worth hearing. Gradually, however, it was expanded to include young boys as well, for which we are all grateful.

“Children should be seen but not heard” was ripe for demonizing and demonized it was by America’s mental health community, who claimed that its popular use reflected a general disdain of children. That may have been true of the Augustine clergyman who first penned it, but by the time I heard it, circa 1954, its meaning had, shall we say, evolved. It simply meant that when in a room otherwise occupied by adults holding conversation, children were to listen (be seen) but not interrupt (be heard). In other words, we were to know our place. It was a very civilized arrangement, actually, and no one my age whom I’ve queried on the subject has ever expressed feeling disdained upon hearing it. In fact, we boomers tend to rue that all too many of today’s parents seem to lack the mettle to tell their children, in no uncertain terms, what their place is and to stay there. The almost inevitable result is children who, through no fault of their own, are irritating.

Have you noticed what almost invariably happens when children are allowed to participate in adult conversation? Given license to talk, they don’t stop talk-

ing, which is in no one’s best interest, including their own.

Today, the adage could be applied to parents who tend to over-protect and over-manage their children. These zealous folks are usually known as “helicopter parents,” albeit I think “Cuisinart parents” more accurately reflects the dance of codependency that’s being performed.

The few and far between parent of sixty-plus years ago – anxious, hovering, micromanaging, enabling – has become ubiquitous today, a clear refutation of Darwin’s theory that only functional attributes are perpetuated. In those glory days, parents were to provide adequate supervision, but at a reasonable distance. If a mother could hear her children, they were probably too close, which explains my mother’s insistence that in any weather other than a lightning storm or hurricane, I was to be outside, out from “underfoot” – yet another parenting word that has fallen out of usage.

By the way, “underfoot” was synonymous with “annoying,” and I knew it, and I am today a better person for knowing it. I trust that my friends agree.

John Rosemond:  
[johnrosemond.com](http://johnrosemond.com), [parentingguru.com](http://parentingguru.com).

# LEGAL NOTICES

persons disagreeing with this decision are invited to submit written comments for consideration by Holmes County, Mississippi, to the office of the undersigned. Such written comments should be received at the Holmes County Administrative Office, 408 Court Square, Lexington, Mississippi 39095 on or before September 24, 2021. All such comments so received will be considered and the county will not request the release of funds or take any administrative action on the within named project prior to the date specified in the preceding sentence.

**Release of Funds**

Holmes County, Mississippi, will undertake the project described above with grant funds from the Homeowner Rehabilitation Grant Program. Holmes County, Mississippi, is certifying to the State that the Board of Supervisors consent to accept the jurisdiction of the federal courts if an action is brought to enforce responsibilities in relation to environmental reviews and that these responsibilities have been satisfied under the National Environmental Policy Act of 1969, as amended.

**Objections To Release of Funds**

The State will accept objections to its release of funds and the County’s certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City; (b) the City has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by Mississippi Home Corporation; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Attention: Shirley Thompson, 735 Riverside Drive, Jackson, Mississippi 39202. Potential objectors should contact the Mississippi Development Authority to verify the actual last day of the objection period.

Vanessa Truss  
County Administrator  
Holmes County  
408 Court Square  
Lexington, Mississippi 39095

9-9b

**NOTICE OF  
SUBSTITUTE TRUSTEE'S SALE  
STATE OF MISSISSIPPI  
COUNTY OF HOLMES**

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust dated June 22, 2006, executed by WILLIE WEBSTER, JANETTE WEBSTER, conveying certain real property therein described to PATRICK LAW FIRM ATTY, as Trustee, for NEW CENTURY MORTGAGE CORPORATION, Original Beneficiary, to secure the indebtedness therein described, as same appears of record in the office of the Chancery Clerk of Holmes County, Mississippi filed and recorded January 23, 2020, in Deed Book 2020, Page 303-318; and

WHEREAS, the beneficial interest of said Deed of Trust was transferred and assigned to HSBC Bank USA, National Association, as Trustee, in trust for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2006-NC3, Asset Backed Pass-Through Certificates; and

WHEREAS, Ruben Lublin, LLC has been appointed as Substitute Trustee; and

NOW, THEREFORE, the holder of said Deed of Trust, having requested the undersigned so to do, as Substitute Trustee or his duly appointed agent, by virtue of the power, duty and authority vested and imposed upon said Substitute Trustee shall, on **October 7, 2021** within the lawful hours of sale between 11:00AM and 4:00PM at the north door of the Courthouse proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, the following described property situated in Holmes County, Mississippi, to wit:

BEGIN AT THE NORTHWEST CORNER OF LOT 157, AND RUN THENCE SOUTHERLY ALONG THE BOUNDARY LINE BETWEEN SAID LOT AND JACKSON STREET 126 FEET, MORE OR LESS, TO AN IRON STAKE ON SAID BOUNDARY LINE 14 1/2 FEET SOUTHERLY FROM THE POINT OF INTERSECTION OF SAID BOUNDARY LINE MADE BY EXTENSION OF THE LINE MADE BY THE SOUTH SURFACE OF THE SOUTH WALL OF THE RESIDENCE SITUATED ON THE LOT HEREIN DESCRIBED; THENCE RUN IN AN EASTERLY DIRECTION PARALLEL TO THE NORTHERN BOUNDARY OF SAID LOT 157 A DISTANCE OF 165 FEET TO THE EAST BOUNDARY OF SAID LOT AND AN ALLEY; THENCE NORTHERLY ALONG THE EASTERN BOUNDARY OF SAID LOT 126 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF SAID LOT; THENCE RUN IN A WESTERLY DIRECTION ALONG THE NORTHERN

BOUNDARY OF SAID LOT 165 FEET TO THE NORTHWEST CORNER, THE POINT OF BEGINNING AND CLOSE, AND BEING ALL OF SAID LOT 157 EXCEPT 59 FEET, MORE OR LESS, OFF THE SOUTHERLY SIDE THEREOF.

PROPERTY ADDRESS: The street address of the property is believed to be **15054 S. Jackson Street, DURANT, MS 39063**. In the event of any discrepancy between this street address and the legal description of the property, the legal description shall control.

Title to the above described property is believed to be good, but I will convey only such title as is vested in me as Substitute Trustee.

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Rubin Lublin, LLC  
428 North Lamar Blvd, Suite 107  
Oxford, MS 38655  
[riselaw.com/property-listing](http://riselaw.com/property-listing)  
Tel: (877) 813-0992  
Fax: (470) 508-9401  
PUBLISH: 09/09/2021, 09/16/2021, 09/23/2021, 09/30/2021

9-9,16,23,30b

Please submit all legal notices to heraldlegals@gmail.com