

**Clay County Board of Supervisors
Agenda for Regular Meeting
Thursday, March 7, 2019 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Robert Calvert
 - Utility Permit on Camp Ground Road
 - 10:00 bid opening on Yokohama Boulevard Bridges Project No. SAP-13(11)M
- Paige Lamkin
 - Mobile Home Refund
- John Crowell
 - Request to support Local and Private Legislation to support EMCC to enter into a long term lease agreement
- Phyllis
 - Accept Engineering Recommendation for the W. Church Hill Road Project
- Eddie Scott
 - Authorize and approve to terminate the agreement with Inmate Calling Solutions, LLC
- Luke Lummus
 - Auction in Brooksville, MS
- Amy Berry
 - Authorize the President to Execute the Promissory Note Agreement through the CAP Loan Program at MDA
 - Authority to advertise for quarterly Supply and Material Bids
- Approve travel for Flood Plain Coordinator to travel to Natchez, MS, April 2-4, 2019, to attend AFMM Conference
- Request to go into executive session to discuss potential litigation as allowed under Section 25-41-7 of *Mississippi Code*
- Recess until Monday, March 11, 2019, at 9:00 a.m.

Amendments:

EXHIBIT A-1

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO. _____ COUNTY Clay

UTILITY NAME West Point Utilities

BY Marion "Boodro" Marsac, Utility Superintendent
(Name & Company Title)

ADDRESS P.O. Box 1117 West Point, MS 39773, herein called APPLICANT,

proposes to construct water
(Type of Facility)

along or across Witherspoon Road, said facility to be
(Name of Road)

installed between Station No. _____ and Station No. _____ and within the road

right-of-way, and hereby makes application to the County for the construction permit. Attached hereto are drawings or plans for the construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting County roads in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

Approx. 450 feet of 6" Waterline is to be relocated along Witherspoon Rd. Waterline to be in back five feet of right-of-way. Refer to Map No. 1 for project location.

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

Clay County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility.
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105.06 and Section S-107.18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition).
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws.

WITNESS THE SIGNATURE OF THE APPLICANT this the 6th day of

March, 2019.

By: 

Marion "Boodro" Marsac

Title: Utility Superintendent

AGREED TO AND APPROVED BY ORDER OF THE Clay

COUNTY BOARD OF SUPERVISORS this the 7th day of March

2019.

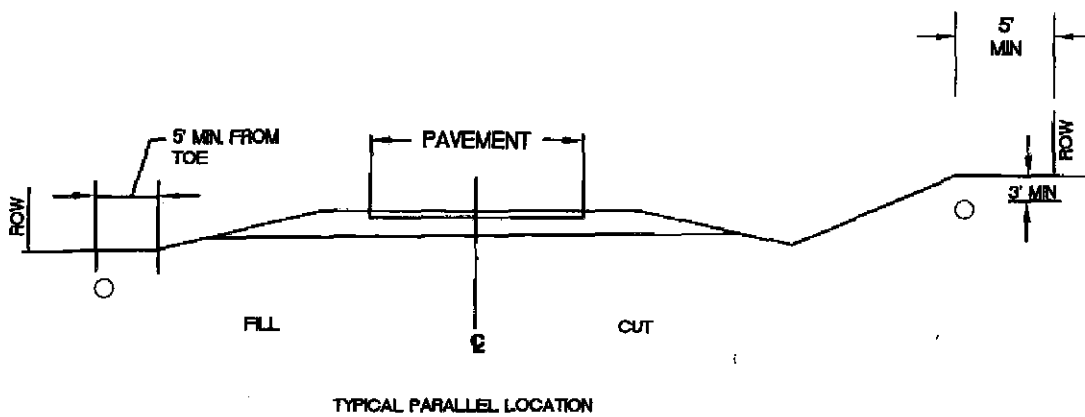
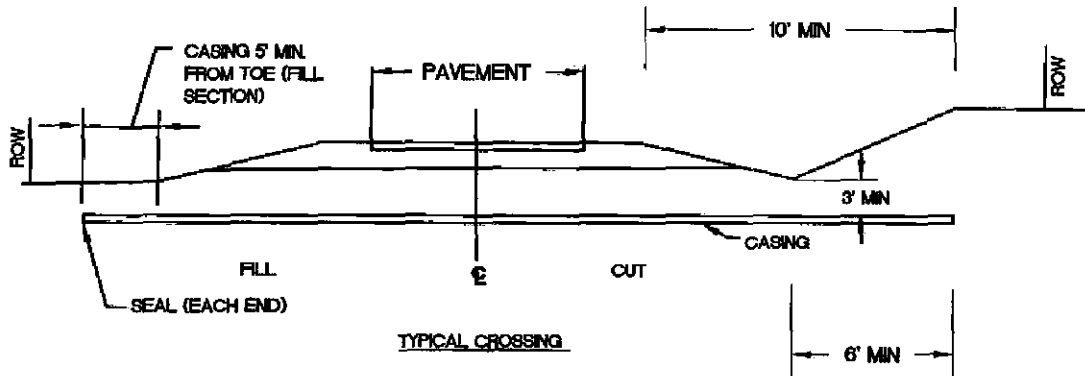
By: 

County/LSBP Engineer

ATTACHMENT "A"

1. The utility company agrees to notify the County Supervisor 48 hours in advance of the commencement of any work on the county road right-of-ways.
2. All facilities will be located no closer to the roadway than the bottom of the ditch or toe of fill, unless on-site approval is given by the county supervisor or his authorized representative for each requested variance from this norm.
3. Upon completion of the permitted work and prior to final acceptance, the utility company or its representative agrees to hold an on-site final inspection with the county supervisor or his representative; unless, on being contacted by the utility company, the county supervisor waives the right for the said final inspection.
4. This permit shall be null and void if the utility or its representative does not contact the county supervisor two days prior to beginning work.
5. Notwithstanding any provisions to the contrary, the utility company, by acceptance of this permit, waives any compensation for damages which might occur to its property, placed and buried on county right-of-way, as a result of normal road and drainage maintenance by the county; and further agrees to relocate said property at its own expense in the event such relocation becomes necessary due to alterations in the roadway.
6. By accepting permit, utility company agrees to repair any damage caused to road or road right-of-way.
7. Utility company agrees to keep ditches and culverts open for six-month-period after work is completed.
8. If utility company fails to do the above, they will agree to reimburse county for maintenance due to utility company's construction.

ATTACHMENT 'B'

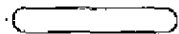


UTILITY COMPANY WILL BE RESPONSIBLE FOR THE FOLLOWING:

1. Maintaining traffic during installation.
2. Property signaling traffic during installation
3. Damage inflicted on motorist and vehicle during installation.
4. Returning area back to its normal condition or better and doing so as soon as possible.
5. Notify supervisor of district of actual installation time.
6. All pipe will be pushed or jacked under roads.
7. All casing will be accomplished by dry boring.
8. All overhead lines shall maintain an 18' clearance.

NOTES: WATERLINE TO BE
RELOCATED ON COUNTY
RD. R.O.W.

INDICATES PROJECT LOCATION



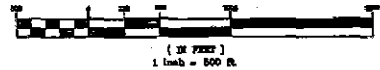
PARCELID	OWNER
086 13 0020100	ROBERT L BELL & FLOYD E
086 13 0040100	GREGORY MOORE
086 13 0020000	HAROLD A BIRD JR.

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CLAY COUNTY		MAP NO.
DATE	APPROVED BY	86

LEGEND	
EXISTING WATER LINE	---
EXISTING GATE VALVE & BOX	--- ---
PROPOSED WATER MAIN	---
PROPOSED GATE VALVE & BOX	--- ---
PROPOSED BLEED OFF VALVE	---
PRESSURE REDUCING VALVE	---
POTENTIAL CUSTOMER	---
PROPOSED CUSTOMER	---
EXISTING CUSTOMER	---

GRAPHIC SCALE



CLAYTON - SPANGLER ENGINEERS, INC. <small>Consulting Engineers</small> P.O. BOX 8975 • Phone (601) 484-7881 West Point, Mississippi 39271	PROJECT LOCATION	
	WITHERSPOON RD	
CITY OF WEST POINT UTILITIES CLAY COUNTY, MS.	DESIGNED BY	MAP NO.
	CHECKED BY	1
	DATE	

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EXHIBIT A-2

Refunded 2018 + 2019
per bd order - moved
to Low County

CLAY COUNTY, MISSISSIPPI
TAX COLLECTOR
P.O. BOX 712
WEST POINT, MISSISSIPPI 39075
(601) 484-4482

PAY TO THE ORDER OF Vanderbilt Mtg DATE 3-13-17

One thousand five hundred ninety-three & 23/100 DOLLARS

BANKFIRST
A FIRST CITIBANK
FOR REFUND 2018 + 2019 taxes for Paige Hamilton
Shelby Franklin

12711E001 02 1804 1E00 001



Attn: Tax Dept
PO Box 9800
Maryville, TN 37802

RETURN SERVICE REQUESTED

2/14/2019

Clay County Tax Collector
P.O. Box 795
West Point, MS 39773

To Whom It May Concern:

The following home was moved in December of 2017 to Lowndes County. 2018 and 2019 taxes were paid in error to Clay County. Mr. Henley paid 2018 taxes to Lowndes County and has provided the payment receipt to your office. We are requesting a refund for taxes paid in 2018 and 2019, since the home was moved out of Clay County prior to the start of 2018.

Year Model: 2012
Length x Width: 72 x 28
Serial Number: SA4059142ALAB
Parcel Number: 2012-38
Owner Name: Shelby Franklin (Deceased - Jimmy Henley is successor)

Thank you,

Angela Parton



Angela Parton
Tax Specialist
Vanderbilt Mortgage and Finance, Inc.
500 Alcoa Trail • Maryville, TN 37804 • 865-380-3000 x 5866
Angela.Parton@vmf.com

Toll Free: 800.970.7250 • Phone: 865.380.3000 • Fax: 865.380.3726 • www.VMF.com • NMLS # 1561

Page 1 of 1

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2/19/2019

Mobile Homes On-Line Receipt Collections

13:36:32

Receipt#: 2019 344 00 Regn#: 2012 38 Collection Date: 2/19/2019

Owner Name: FRANKLIN SHELBY B

AMOUNT OF PAYMENT:

Payment #:	002	ORIGINAL AMT	PREV. COL'D	CURRENT DUE	AMT COL'D
Tax Amount		766.75	766.75		
Recording Fee-Tax					
Recording Fee-Chan.					
Registration Fee					
Printer/Filing Fees					
Interest Charged					
Miscellaneous Charges					
TOTAL AMOUNT		766.75	766.75		

Taxes paid by: FRANKLIN SHELBY B

Method: CK CHECK

Check#: Collected By: PLAMKIN Collection Number: 0000495

Option: 4=Void Payment 5=View Payment Detail

OPT	PMT#	DATE PAID	AMOUNT PD	PAID BY	COL-D BY	VOID
-	001	1/14/2019	766.75	VANDERBILT MORTGAGE	ALICE	

F5=Post Payment/Print Receipt F6=Post Payment/No Print F8=Reprint F12=Cancel Bottom

2/19/2019

MOBILE HOMES
Tax Receipt Collection Entry

13:37:24

Receipt #: 2018 345 00
Owner Name: FRANKLIN SHELBY B

Registration #: 2012 38

<u>Pmt#</u>	<u>Date Paid</u>	<u>Amt Paid</u>	<u>Paid By</u>	<u>Col'd By</u>	<u>Void</u>
001	2/15/2018	826.48	VANDERBILT MTG (POSTMARK)	PLAMKIN	

Bottom

F3=Exit F6=Print

State of Mississippi

LOWNDES COUNTY
 GREG ANDREWS
 P O BOX 1077
 COLUMBUS

MS 39703

Mobile Home
 Receipt Year 2018 Tax Year 2018

DRAWER: 10
 USER: VBANKHEAD
 Paid: Chk# 4446

MHMODP 044-0

Year- 2012 24 X 78
 Make- SOUTHERN
 Serial Number 1- 59142A
 Serial Number 2- 59142B
 Color- BEIGE
 Acquired From-
 ROGER COGGINS SHELBYFRNKS

Acct 07441	Receipt # 0045403	Date: 06/08/2018
Tax District 500		
PROP ADDR: 253 ASKEW RD Registration Number: 032018744144P		
Class 1 Value True Assessed	Class 2 Value	Total Value 43,267 6,490

Customer Copy
 Paid by:
 HENLEY JAMES OR ANGELA HENLEY
 20180608 1301 VBANKHEAD W7

Type of Tax	Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY	40.3600	261.94			261.94
SCHOOL	46.7100	303.15			303.15
ACCOUNT PAID IN FULL		Total Tax Due			\$565.09
HENLEY JAMES OR ANGELA HENLEY 253 ASKEW RD		Tax Amount Paid			565.09
STARKVILLE MS 39759		Interest Amount Paid			
Received by: <i>J. Bankhead</i>		Total Paid this Receipt			565.09
<small>LEADMODP - LEADMODP2 - 03 (04/2016)</small>		Prior Tax Payments			0.00
		Tax Balance Remaining			0.00
		Grand Total Paid			565.09

MEMREGP

State of Mississippi, LOWNDES County
2018 Mobile Home Registration Certificate

Account Number 07441

Tax District 500

Owner	Description
HENLEY JAMES OR ANGELA HENLEY 253 ASKEW RD	MFG SOUTHERN Size 24 X 78 Stories 1 Year 2012 True Value 43,267 Color BEIGE - Title - Serial#1:59142A #2:59142B #3: #4: Acquired From ROGER COGGINS SHELBYFRNK Acquired Date 3/ 1/2018
STARKVILLE MS 39759 Physical: 253 ASKEW RD Court:	

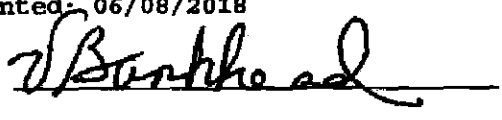
I declare the herein described Manufactured Home to be Personal Property.

Filed by HENLEY JAMES OR ANGELA HENLEY
Receipt Number 3784 ID VEANKHEAD /W7
Drawer 10 Date 6/ 8/2018 12:57:15
Registration Number 032018744144P
Comment

Registration Fee 1.00
Total Paid 1.00

Printed: 06/08/2018

GREG D ANDREWS

By: 

Year Number Sub# MOBILE HOMES
Rec #: 2019 344 00 Receipt File Maintenance
Reg #: 2012 38

07:57:55

Owners Name: FRANKLIN SHELBY B Last Updated
*Mailing Address: 49 CAMPGROUND RD ALICE
City/State/Zip: WEST POINT MS 39773 12/17/2018
Trailer Park Code: 08 Lot #: *Property Code: M Title #: G182412
Physical Address: 49 CAMPGROUND RD
Location Desc: CARPENTER EDDIE EST Serial Number: SA4059142ALAB
Make of Trailer: SOUTHERN Map Id Number: 086 13 0070000
Registration Date: 6/18/2012 Millage Taxes
r: 2012 Lngth: 72 Width: 28 S/M/F M *Tax Dist: 2010 County: .05042 364.99
Beat: 2 *City: 0 *School: 1 *Special: 0 Municipal:
Assessed Value: 7239 Addl Value: Cty School:
Pro-rated Value: 7239 Sep School: .05550 401.76
Mo/Yr Reg Taxes Due Reg Fee P Fee Intr .10592 766.75
Recording Fees: Tax: Chancery: Registration:
Misc. Chg: Total Due: 766.75 Prt Fee:
Date Paid Receipt# Amt Collected Rect Locn Rcd Fee-Tax:
1/14/2019 344 766.75 0 Misc. Chg:
Delinquent Dt: 2/01/2019 *Mortgage Comp: VAN Total: 766.75
Enter=Accept *F4=Prompt F9=Print F10=Void F11=Certificate F13=Notes
F12Cancel F14Void/Replace

Voided 3/13/19

per Bd Order & Refunded

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EXHIBIT E

EXHIBIT B

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A RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI,
SUPPORTING THE REQUEST THAT THE MISSISSIPPI LEGISLATURE PASS A LOCAL
AND PRIVATE BILL ENABLING EAST MISSISSIPPI COMMUNITY COLLEGE TO
ENTER INTO A LONG TERM LEASE AGREEMENT.

WHEREAS, the Board of Supervisors of Clay County, Mississippi, is advised that the Trustees of East Mississippi Community College desire to enter into a long term Lease Agreement on certain unimproved real property owned by the Trustees of East Mississippi Community College and their Successors, located and situated in Lowndes County, Mississippi, for a period of up to sixty (60) years; and

WHEREAS, during the initial development term of not more than five (5) years, a lessee proposes to raise funds for the design and construction of a state of the art multi-million dollar facility which may include a museum, a conference and learning center, classrooms, meeting rooms and a kitchen and/ or a catering kitchen and other facilities which will complement the public and educational purposes of EMCC; and

WHEREAS, upon conclusion of fundraising, design and construction of the building and improvements, the lessee shall have made a substantial investment in infrastructure on the real property owned by East Mississippi Community College, thus necessitating a long- term lease of up to sixty (60) years, with one renewal option, which will extend far beyond the terms of the current Board of Trustees, in conflict with the rule against binding successors in office.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Clay County, Mississippi, supports the Request of the Trustees of East Mississippi Community College, that the Mississippi Legislature pass a Local and Private Bill enabling and/or authorizing the Board of Trustees of East Mississippi Community College to enter into a long term Lease Agreement

for up to sixty (60) years, with one renewal option, excepting East Mississippi Community College from the rule against binding successors in office, in order to effectuate a means through which a facility can be constructed and operated for the benefit of the East Mississippi Community College, the Golden Triangle community, Mississippi State University, the State of Mississippi, and the surrounding area, being a significant investment for the State of Mississippi and the Golden Triangle community.

BE IT SO RESOLVED, in accordance with the action of the Board on the ___ day of March, 2019, at a regular monthly meeting of the Clay County Board of Supervisors.



Clay County Board of Supervisors

R. B. Davis

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EXHIBIT B-1

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Clay County Board of Supervisors

P.O. Box 815
West Point, Mississippi 39773
Phone (662) 494-3313
Fax (662) 492-4059
Website: claycountymiss.com
E-mail: aberlye@claycounty.ms.gov

District 1
Lynn D. Horton
District 2
Luke Lammus
District 3
R.B. Davis, President
District 4
Shelton Deanes, Vice-Pres
District 5
Joe Chandler

March 7, 2019

Mr. Robert L. Calvert, P.E.
Post Office Drawer 815
West Point, MS 39773

RE: Clay County Board of Supervisors
Engineering Proposal – West Church Hill Road Improvements
Appalachian Regional Commission (ARC)

Dear Mr. Calvert:

On behalf of the Clay County Board of Supervisors, thank you for submitting a proposal for Engineering Services for the referenced project. Each proposal was ranked according to the point system as outlined in the advertisement. Your engineering firm scored the highest number of points and has been selected as the engineer of record for this project. A negotiated contract will be forthcoming upon grant award.

If you have any questions, please contact this office or Phylis Benson, Project Analyst of Golden Triangle Planning and Development District, Inc. at (662) 320-2007.

Sincerely,

A handwritten signature in black ink, appearing to read "R. B. Davis".

R. B. Davis
President



Clay County Board of Supervisors

P.O. Box 815
West Point, Mississippi 39773
Phone (662) 494-3313
Fax (662) 492-4059
Website: claycountymiss.com
E-mail: aberrye@claycounty.ms.gov

District 1
Lynn D. Horton
District 2
Luke Lummus
District 3
R.B. Davis, President
District 4
Shelton Deanes, Vice-Pres
District 5
Joe Chandler

March 7, 2019

Mr. Thomas E. Allen, PE PLS
Cook Allen, PLLC
1636 Veterans Memorial Blvd
Eupora, MS 39744

RE: Clay County Board of Supervisors
Engineering Proposal – West Church Hill Road Improvements
Appalachian Regional Commission (ARC)

Dear Mr. Allen:

On behalf of the Clay County Board of Supervisors, thank you for submitting a proposal for engineering services for the referenced project.

In accordance with program guidelines, the Selection Committee reviewed all proposals that were received and ranked each one utilizing the point system outlined in the advertised legal notice. Another engineering firm scored the highest number of points and has been notified for contract negotiation.

Again, thank you for submitting your proposal. Your name will be kept on file for future engineering work.

Sincerely,

R. B. Davis
President

EXHIBIT C

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**MISSISSIPPI DEVELOPMENT AUTHORITY
CAPITAL IMPROVEMENTS LOAN PROGRAM**

PROMISSORY NOTE #19-013-CP-01

January 25, 2019

Not to exceed \$258,650.00

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the Mississippi Development Authority ("MDA") or its assigns, the principal sum not to exceed Two Hundred Fifty-Eight Thousand, Six Hundred Fifty Dollars (\$258,650.00), together with interest on the unpaid balance thereof until fully and finally paid at the rate of three percent (3%) per annum, together with all other amounts payable by the Borrower under the Agreement (as herein after defined).

This Note has been executed under and pursuant to a Loan Agreement dated as of the date hereof between MDA and the Borrower (the "Agreement") which agreement is incorporated herein in its entirety by reference. This Note is issued to evidence the obligation of the Borrower under the Agreement to repay the Loan (as defined in the Agreement) made by MDA hereunder. The Agreement provides provisions for prepayment of this Note. In the event that the terms of this Note conflict with the terms of the Agreement, the terms of the Agreement shall control.

As provided in the Agreement and subject to the provisions thereof, payments hereon are to be made to MDA at the address specified in the Agreement and on the dates and in the amounts as specified in the Agreement.

If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Mississippi, the due date thereof shall be extended to the next succeeding business day. Upon the occurrence of an event of default under the Agreement, the entire amount outstanding under this Note may be declared due and payable as provided in the Agreement. Upon such declaration, the Borrower shall pay all costs, disbursements, expenses and reasonable attorney's fees of MDA in seeking to enforce their rights under the Agreement and this Note.

The Borrower (a) waives diligence, demand, and presentment for payment, notice of non-payment, protest and notice of protest and notice of nay renewals of extensions of this Note and (b) agrees that the time for payment of this Note may be extended at the sole discretion of MDA without impairing its liability hereon. Any delay on the part of MDA in exercising any right here under shall not operate as a waiver of any such right, and any waiver granted with respect to one (1) default shall not operate as a waiver in the event of any subsequent or continuing default.


This Note must be signed and attested by duly authorized officers of the Borrower and sealed with the seal of the Borrower.


This Note shall be governed and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name all as of the day and year first above written.



Clay County


Title Chancery Clerk

By 
Title President

**MISSISSIPPI DEVELOPMENT AUTHORITY
CAPITAL IMPROVEMENTS LOAN PROGRAM**

LOAN AGREEMENT #19-013-CP-01

THIS LOAN AGREEMENT, dated as of January 25, 2019 (this "Agreement") by and between the Mississippi Development Authority ("MDA") and the entity set forth in Item 1 of Annex A (the "Applicant").

WITNESSETH:

WHEREAS, the Mississippi Capital Improvements Act, Section 57-1-301 (the "Act"), was enacted and authorized MDA to make interest-bearing loans to local entities for capital improvements; and

WHEREAS, the Applicant has agreed to retain title to the capital improvements and has requested MDA to finance a portion of the cost associated with the development of these improvements, more particularly described in Item 2 of Annex A (the "Project"); and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA under the Act (the "Guidelines"), the Applicant has filed an application (the "Application") with MDA for a loan to be used for the development of the Project, more particularly described in Item 2 of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Applicant with a loan under the ACT in the amount set forth in Item 3 of Annex A (the "Loan") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project by the Applicant; and

WHEREAS, to secure the payment of the Loan, the Applicant has authorized, executed, and delivered the Note (as hereinafter defined) to MDA.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

SECTION 1. Loan. Subject to and upon the terms and conditions set forth herein, MDA agrees to make the Loan to the Applicant and the Applicant agrees to borrow the proceeds of the Loan from MDA. The Loan will be evidenced by a promissory note payable to the order of MDA and dated as of the date hereof in substantially the form attached hereto as Exhibit A attached hereto (the "Note"), which Note shall bear interest at the rate or rates per annum set forth in Item 4 of Annex A and as shown on the face of the Note. Subject to the provisions of this Agreement, the Act, the application, and the Guidelines, and upon execution of this Agreement, the Note and any other documents required by MDA to secure the Applicant's repayment of the Loan, MDA shall pay the proceeds of the Loan unto the Applicant in order to finance, in part, the Project. The Applicant can submit only one request for cash per month to MDA, and the total amount of requested funds for the project cannot exceed the maximum loan amount. The amount of the request can only be for eligible costs on a current cash needs basis. All loan funds must be expended within two years from the date of the loan or the funds shall be recalled unless prior written approval is obtained from MDA.

SECTION 2. Loan Payments and the Note. All payments payable by the Applicant under this agreement and the Note (the "Loan Payments") are due and payable at the times and in the amounts set forth in Item 4 of Annex A. MDA directs the Applicant, and the Applicant agrees to pay to MDA, at the address set forth in Section 9 below, all payments payable by the Applicant pursuant to this Agreement.

Failure of the Applicant to meet its repayment obligations shall result in the forfeiture of sales tax allocation and/or homestead exemption reimbursement in an amount sufficient to repay obligations due pursuant to Section 57-1-303(3) of the Act.

The Applicant shall execute the Note to evidence its obligation to make the Loan Payments and other sums payable by the Applicant hereunder.

It is understood and agreed that all Loan Payments by the Applicant under this Agreement and the Note shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim or recoupment arising out of any breach by MDA, or the State of any obligation to the Applicant, whether hereunder or otherwise, or out of any indebtedness or liability at anytime owing to the Applicant by MDA or the State.

The Applicant may, at its option, at any time and from time to time prepay the Loan without premium or penalty.

SECTION 3. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Applicant herein contained.

(a) MDA is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Agreement.

(b) MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(c) MDA is not in default under any provision of the laws of the State material to the performance of its obligations under this Agreement.

(d) MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited (1) by bankruptcy, reorganization, or similar laws limiting enforceability of creditor's rights generally or (2) by the availability of any discretionary equitable remedies.

(e) The Loan for the activity or activities described in Annex A Item 2 to the Applicant, as provided by this Agreement, will further the purposes of the Act, to wit: to assist local entities in the providing of capital improvements.

SECTION 4. Representations of the Applicant. The Applicant makes the following representations as the basis for the Loan and the undertakings on the part of MDA herein contained:

(a) The Applicant has all necessary power and authority to enter into and perform its duties under this Agreement and the Note and, when adopted or when executed and delivered by the respective parties hereto and thereto, this Agreement and the Note, will constitute legal, valid and binding obligations of the Applicant enforceable in accordance with their respective terms except to the extent that the enforceability of the rights set forth herein and therein may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting creditor's rights generally and except to the extent that the enforceability of the rights set forth herein and therein may be limited by the validity of any particular remedy. The execution and delivery of this Agreement and the Note and compliance with the provisions of each will not conflict with, or constitute a breach of or default under, the Applicant's duties under any law, administrative regulation, court decree, resolution, charter, by-laws, or other agreement to which the Applicant is subject or by which it is bound.

(b) There is no consent, approval, authorization or other order of, filing with, or certification from any regulatory authority having jurisdiction over the Applicant required for the execution and delivery or the consummation by the Applicant of any of the transactions contemplated by this Agreement and the Note that have not already been obtained.

(c) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, governmental agency or body pending or, to the best knowledge of the Applicant, after reasonable investigation and due inquiry, threatened against the Applicant to refrain or enjoin the execution or delivery of the Note, or the making of the Loan Payments contemplated by this Agreement and the Note, or in any way contesting or affecting the validity of this Agreement and the Note, or contesting the powers of the Applicant to adopt, enter into or perform its obligations under any of the foregoing or materially and adversely affecting the properties or conditions (financial or otherwise) or existence or powers of the Applicant.

(d) It shall comply with the terms and provisions of this Agreement, the Note, the Act, and the Guidelines.

(e) It is not in default under any previous loans from MDA, the State, or the Federal government.

(f) All information furnished by the Applicant to MDA for the purpose of approving the Loan, but not limited to, the Application, is true, accurate, and complete as of the date hereof and thereof.

(g) The Loan is being made to finance the Project and will not be used for any other purpose.

SECTION 5. Covenants of the Applicant. The Applicant covenants and agrees, until the Loan is repaid and satisfied in full according to the terms of this Agreement, as follows:

(a) The Applicant will retain title, maintain, preserve, keep the Project in good working order, and condition. For water and wastewater improvements, the Applicant must have established a reserve fund prior to loan closing and the fund should have the equivalent of one year maintenance cost at the end of the first year. For improvements in fire protection, the Applicant must meet the National Fire Protection Association (NFPA) standards in the 1990 series.

(b) The Applicant shall not, without the prior written consent of MDA, create, assume, or otherwise suffer to exist, any mortgage, pledge, or other encumbrance upon the Project.

(c) The Applicant shall promptly give to MDA written notice of any event of default as specified in Section 9 hereof or any event that, upon lapse of time or notice or both, would become an event of default.

(d) **Application of the Mississippi Employment Protection Act of 2008.** All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program. Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION 6. Defaults and Remedies. The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Applicant to pay or cause to be paid when due any payments required to be paid under Section 2 hereof and the Note;

(b) Failure by the Applicant to observe and perform in any material way, any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of MDA within the earlier of ten (10) days after actual knowledge thereof by the Applicant or written notice, specifying such failure and requesting that it be remedied, is given to the Applicant by MDA;

(c) Any written representation or written warranty made by the Applicant in or with respect to this Agreement shall prove to have been false in any material respect at the time of execution by the Applicant of this Agreement;

(d) The Applicant shall commence a voluntary case or other proceeding in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing or shall take any other action indicating its consent to, approval of, or acquiesce in any such case or proceedings, and said proceeding is not dismissed within thirty (30) days after the commencement thereof; the Applicant shall apply for, or consent to or acquiesce in the appointment of a receiver, liquidator, custodian, sequestrator or a trustee for all or a substantial part of its property; the Applicant shall make an assignment for the benefit of its creditors; or the Applicant shall fail. Or shall admit in writing its failure to pay its debts generally as such debts become due;

(e) There shall be filed against the Applicant an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing and such petition is not set aside within thirty (30) days after such filing; or a receiver, liquidator, custodian, sequestrator or trustee of the Applicant for all or a substantial part of its property shall be appointed without the consent or approval of the Applicant or a warrant of attachment execution or similar process against any substantial part of the property of the Applicant is issued; and continuance of any such events for thirty (30) days un-dismissed or un-discharged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code; or

(f) There is a material adverse change in the financial condition of the Applicant which would, in the opinion of MDA endanger MDA's ability to collect the Loan.

Whenever an event of default shall have occurred and be continuing, MDA may at any time thereafter, at their option, declare the Loan to be due and payable, whereupon the maturity of the then unpaid balance of the loan shall be accelerated and the same shall forthwith become due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding, and MDA may take any action at law or in equity to enforce this Agreement to collect payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Applicant under this Agreement or the Note. No remedy conferred upon or reserved to MDA by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission or exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If the Applicant shall default under any of the provisions of this Agreement and MDA shall employ attorneys or incur other expenses for collection of the Loan Payments or for the enforcement or performance or observance of any obligation or agreement on the part of the Applicant contained in this Agreement or the note, the Applicant, will on demand therefore pay the reasonable fees and expenses of MDA and its attorneys as they are incurred included all fees of counsel incurred for negotiation, trial, appeals or ruling of any lower tribunals, administrative hearings, bankruptcy and creditors' reorganization proceedings.

(g) All cost and disbursements must be in accordance with the loan agreement and the Mississippi Capital Improvements Act § 57-1-301 *et seq.* for eligible cost. If any cost or disbursements are ineligible, the Applicant is in default and must reimburse the MDA for the ineligible cost and any accrued interest.

SECTION 7. Compliance with Environmental Laws. The Applicant shall cause all business, operations, and activities at or upon the Project at all times during the term of this Agreement to be conducted in compliance with all applicable federal, state, or local laws, ordinances, rules or regulations concerning public health, safety or the environment. These include, but are not limited to, the following:

- (a) The Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*;
- (b) The Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq.*;
- (c) The Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq.*;
- (d) The Safe Drinking Water Act, as amended, 42 U.S.C. § 300 (f) *et seq.*;
- (e) The Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 *et seq.*;
- (f) The Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*;
- (g) The Emergency Planning and Community Right-to-Know Act of 1986, as amended, 42 U.S.C. § 11001 *et seq.*;
- (h) The Occupational Health and Safety Act, as amended, 29 U.S.C. § 651 *et seq.*;
- (i) The Mississippi Air and Water Pollution Control Law, as amended, Miss. Code Ann. § 49-17-1 *et seq.*;
- (j) The Mississippi Solid Waste Disposal Law of 1974, as amended, Miss. Code Ann. § 17-17-1 *et seq.*;
- (k) The Mississippi Underground Storage Tank Act of 1988, as amended, Miss. Code, Ann. § 49-17-401 *et seq.*; and
- (l) The Mississippi Conservation of Groundwater Law, as amended, Miss. Code Ann. § 54-4-1 *et seq.*
- (m) Antiquities Law of Mississippi, as amended, Miss. Code Ann. § 39-7-1 *et seq.*

SECTION 8. Notice Addresses. All notices given pursuant to this agreement shall be in writing signed by the party giving the notice and shall be given by (a) certified mail, postage prepaid, (b) prepaid overnight delivery, (c) hand delivery. For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth in Item 6 of Annex A hereto or to such other addresses that the parties may designate in writing.

SECTION 9. Miscellaneous.

(a) The paragraph headings in this Agreement are for convenience only and are not intended to limit or interpret the provisions of the Agreement.

(b) All Annexes and Exhibits which are referred in this Agreement are made a part of and are incorporated into this Agreement.

(c) This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

(d) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one in the same instrument.

(e) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(f) If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

(g) The economic benefit to Applicant must be stated in any lease agreement with a business.

(h) Before releasing any CAP funds, the local entity shall provide title insurance on all real property acquisitions or title opinion on all other projects from the local entity's attorney.

(i) The local entity must place a sign in accordance to the Policy Statement. The local entity shall be responsible for the cost of the sign. CAP funds cannot be used to pay for the sign.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written on the cover page hereof.

MISSISSIPPI DEVELOPMENT
AUTHORITY

Attest

Kristen Chancellor
Kristen Chancellor, Bureau Manager
Community Services Division

By

James A. McCarthy
Chief Financial Officer



Clay County

Attest

[Signature]
The Clay County Clerk

By

R. B. Davis
~~Lynn D. Horton~~ R. B. Davis
Board President

I HEREBY CERTIFY that I have reviewed all necessary documentation pursuant to this Agreement and the Note, and that the Applicant is legally empowered to execute the documents and enter into said Capital Improvements Revolving Loan with MDA.

[Signature]
Applicant's Attorney

7 205

**Annex A
To
Loan Agreement**

Item 1 Name of Applicant:

Clay County
Loan #19-013-CP-01

Item 2 Description of Project:

Purchase of a Pumper Truck.

Item 3 Loan Amount:

Note: Not to exceed Two Hundred Fifty-Eight Thousand, Six Hundred Fifty,
Dollars (\$258,650.00)

Item 4 Loan Terms and Conditions:

Estimated Payment: \$2,497.54 monthly

The terms of the Note shall be for 120 months following the completion of the capital improvements at three percent (3%) annual interest computed daily. Payments shall be made as referenced above; however, interest will be adjusted to reflect the actual dates of disbursement. The payments will begin 30 days after the completion date of the project. All Loan funds must be expended within two years (1) from the date of the Loan or the funds shall be recalled unless prior written approval is obtained from MDA.

Item 5 All funds must be disbursed by January 25, 2021

Item 6 Address Notice:

Mississippi Development Authority
501 North West Street, 5th Floor
Post Office Box 849
Jackson, Mississippi 39205
Attention: Community Services

EXHIBIT D

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Clay County Floodplain Administrator

Clay County Administrator

P.O. Box 815

West Point, Mississippi 39773

Phone (662) 494-3124

Fax (662) 492-4059

E-mail: supervisors@claycounty.ms.gov

Randolph "Randy" Jones, CFM

March 4, 2019

County Board of Supervisors
The Honorable R.B. Davis, President
P.O. Box 815
West Point, MS 39773

Dear Mr. Davis,

Enclosed you will find my current summary of actions February 4, 2019 through March 4, 2019 and incurred expense as Clay County Floodplain Administrator for consulting, travel, and inspections for the Board of Supervisors' review. A detailed invoice for my actions and expenses as well as file copies of correspondence is attached.

I still have not yet received the report of FEMA and MEMA CAV Community Assistance Visit (CAV). December 3rd - 5th. I contacted them and expect their response in the near future.

The Honorable R.B. Davis and I attended the FEMA workshop to participate in the lower Tombigbee Watershed study to improve access to more accurate risk assessments based on new technology for determining topographic contours.

AFMM recently announced the spring conference for CEU accreditation would be conducted only once this year and will be April 2nd - 4th 2019 in Natchez, MS. I am requesting Board approval for registration, travel, and lodging.

Of course we recently endured record rainfall and flooding in the eastern portion of the county. Much credit is due to your EMA Director, Torrey Williams, for his untiring efforts in providing advice and assistance with multiple community services including damage assessments for our citizens.

Thank you so much for your interest and diligence in attending to issues that protect citizens and property, as well as, saving the tax payers' money. We continue to make considerable progress collating materials and actions to pursue participation in the Community Rating System (CRS).

Sincerely,

Randolph W. Jones, CFM
Clay County Floodplain Administrator

Encl as

cf: Clay County Chancery Clerk

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2019 Annual Conference

Tuesday - Thursday

April 2 -April 4, 2019

Natchez Convention Center

Natchez, MS

President: Bruce Cook

brcook@bellsouth.net



Make checks payable to: AFMM
Mail to: Tara Coggins C/O Lamar County Planning
P.O. Box 309
Purvis, MS 39475

Name: RANDOLPH W. JONES

Professional Designation(s): CFM PE PS GISP Other _____

Mark One: State/Federal Gov. _____ Local Gov. Private Sector _____

Title: FLOODPLAIN ADMINISTRATOR

Organization: CLAY COUNTY, MS BOARD OF SUPERVISORS

Mailing Address: P.O. BOX 815 WEST POINT, MS 39773

Phone: (662) 524-0039

Email: rjones@wpnet.org

Registration Category: MEMBER T-Shirt Size: XL

Total Amount Enclosed \$ 195.00

*If you do not receive a confirmation email within a week please contact Tara Coggins at:
tcoggins@lamarcountymiss.gov or 601-408-7426.

AFMM 2019 ANNUAL CONFERENCE

Natchez, MS | April 2-4

Registration Form

(Please use one form per person)

Included with registration:

- Continental Breakfast (Wed & Thurs) @ Natchez Grand Only
- Luncheon (Wed)
- Reception (Tues)
- Evening Event (Wed)

Registration Categories	On/Before March 22, 2019	After March 22, 2019
Member	\$195.00	\$270.00
Non-Member	\$295.00	\$370.00
Student Rate	\$75.00	\$100.00
One-Day (Wed) – luncheon & social events not included	\$75.00	\$100.00

This section is for Guest/One Day Participants only.

# of People (Adult)	A La Carte Pricing	Per Person
	Reception (Tues)	\$15
	Luncheon (Wed)	\$15
	Evening Event -shirt required (Wed)	\$30

Please note: T-shirts are required if you plan to attend the evening event on Wed.

Guest Registration Information

Guest Name _____ Shirt Size _____

Total Amount Enclosed \$ _____

If you have any questions, please contact Tara Coggins at tcoggins@lamarcountymiss.gov or 601-408-7426

EXHIBIT E

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BID SHEET
Clay County Board of Supervisors - Bridge Undersealing
Yokohama Boulevard - SAP-13(11)M

March 7, 2019 10:00 A.M.
CSE # 218089

CONTRACTOR

BASE BID

Sunbelt Sealing, Inc.
License No. 05770-SC

\$ _____

Gregory Companies
License No. 22120-MC

\$ 384,475.63

APAC-Mississippi, Inc.
License No. 00095-MC

\$ not take part Did not have all
the required info
on the outside

Falcon Contracting
License No. 05973-MC

\$ 293,699.40

Rutledge Contracting
License No. 05499-MC

\$ 477,920.19

Engineer Estimate \$ 291,515.20

M-1

S-2

Total under
advertisement

NO. _____

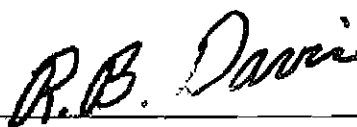
IN THE MATTER OF TRANSFERRING INTEREST EARNED

There came on this day for consideration the matter of transferring interest earned.

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 23.49 and in the Insurance Clearing Account in the amount of \$7.52 for and the said amounts should be transferred and settled to the General Operating Fund.

After motion by Joe Chandler and second by Shelton Deanes this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 7th day of March, 2019.



Lynn Horton, President

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INTENTIONALLY

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