

**Minutes of  
Clay County Board of Supervisors  
Meeting Held Monday, April 15, 2019 at 9:00 a.m.**

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Monday, April 15, 2019.

**PRESENT:**

R.B. Davis, Supervisor District 3, Presiding  
Lynn D. Horton, Supervisor District 1  
Luke Lummus, Supervisor District 2  
Shelton Deanes, Supervisor District 4  
Joe Chandler, Supervisor District 5

Angela Turner Ford, Board Attorney  
Amy G. Berry, Chancery Clerk  
Eddie Scott, Sheriff  
Torrey Williams, Clay County Emergency Management  
Troy Johnston, Butler Snow

Member of News Media  
County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order by Sheriff Scott. The welcome was given by Supervisor Davis with invocation given by Supervisor Deanes.

**ADOPT AGENDA**

Motion by Supervisor Deanes to adopt the agenda as prepared.

– Second by Supervisor Lummus.

(See Exhibit “A” - Agenda).

**AMEND AGENDA**

Motion by Supervisor Horton to call for amendments of the agenda.

– Second by Supervisor Deanes.

**AMENDMENTS TO AGENDA ANNOUNCED**

Torrey Williams to present proclamations for disaster relief.

Supervisor Deanes to present a report of flood and water damage.

**APPROVAL OF BOARD RESOLUTIONS TO REFINANCE INDUSTRIAL DEVELOPMENT BONDS**

Motion by Supervisor Lummus to authorize and approve County Bond Resolution regarding Partial Buy Back and Refinancing of 2013 Industrial Development Bonds.

– Second by Supervisor Deanes.

Motion by Supervisor Lummus to authorize and approve County Sales Parameter Resolution regarding refinance of Industrial Development Bonds.

– Second by Supervisor Deanes.

(See Exhibit "B" - Copies of Resolutions and Supporting Documents).

**APPROVAL OF TRAVEL**

Motion by Supervisor Deanes approving and authorizing Sheriff's Deputy Bell to travel to Biloxi June 26 - 27, 2019, to attend Accreditation Managers Training Conference.

– Second by Supervisor Horton.

Motion by Supervisor Lummus to authorize and approve travel for two Sheriff's Deputies to Indiana to transport an inmate, including the advancement of funds for meals.

– Second by Supervisor Deanes.

(See Exhibit "C" - Deputy Travel Documents).

**ACCEPTANCE OF LETTER OF RESIGNATION AND APPOINTMENT TO FILL VACANCY**

Motion by Supervisor Deanes to accept the letter of resignation of Larry Barton from service on the E-911 Commission.

– Second by Supervisor Horton.

(See Exhibit “D”).

Motion by Supervisor Lummus to appoint Bert Parker to fill vacancy on E-911 Commission, term to expire December 2022.

– Second by Supervisor Deanes.

#### APPRECIATION FOR SERVICE ON E-911 COMMISSION

Motion by Supervisor Lummus to send a letter of appreciation to Larry Barton and Mayor Robinson commending them for their service on the E-911 Commission.

– Second by Supervisor Deanes.

#### APPROVAL OF TRAVEL

Motion by Supervisor Lummus to authorize and approve travel of County employees and elected officials to attend conference(s).

– Second by Supervisor Deanes.

(See Exhibit “E”)

#### SOLID WASTE ENFORCEMENT AGREEMENT

Motion by Supervisor Deanes to authorize and approve Solid Waste Enforcement Officer Grant Agreement in the amount of \$11,486.00 for the year 2020.

– Second by Supervisor Horton.

(See Exhibit - “F”).

#### AUTHORITY TO PAY GOLDEN TRIANGLE LINK

Motion by Supervisor Deanes pay GTRLINK for special services invoice in the amount of \$3,731.00 and to bill the City of West Point for one-half reimbursement.

– Second by Supervisor Lummus.

(See Exhibit - “G”).

**AUTHORITY TO PAY FOR RIGHT OF WAY EASEMENT ON MHOON VALLEY BRIDGE  
ERBR PROJECT**

Motion by Supervisor Deanes to authorize payment for right of way easements for Mhoon Valley Bridge Emergency Road and Bridge Repair Project.

– Second by Supervisor Horton.

(See Exhibit - "H").

**AUTHORITY TO ADVERTISE FOR AUDIO-VIDEO SYSTEM BIDS**

Motion by Supervisor Deanes to give authority to advertise for competitive bids for the audio-video system for the Court Complex. Bids to be submitted on or before May 3, 2019, at 9:00 a.m.

– Second by Supervisor Horton. (See Exhibit "H-1 – Advertisement for Audio- Video System")

**AUTHORITY TO ADVERTISE PUBLIC HEARING FOR KRATOM ORDINANCE**

Motion by Supervisor Deanes to authorize the Clerk to advertise the setting of a public hearing for the purpose of deciding whether to ban Kratom.

– Second by Supervisor Horton.

(See Exhibit "H-2 – Advertisement Public Hearing for Kratom Ordinance")

**JURY COMMISSIONER APPOINTMENT**

Motion by Supervisor Horton to reappoint Robert L. Calvert to serve as Jury Commissioner.

**DISASTER PROCLAMATION/RESOLUTION**

Motion by Supervisor Deanes to authorize and approve Proclamation for Existence of Local Emergency and Resolution Requesting Governor Proclaim a State of Emergency due to weather conditions.

– Second by Supervisor Horton.

(See Exhibit - "T").

CLOSED SESSION

Motion by Supervisor Deanes to go into closed session to determine the need to go into Executive Session, following a recess.

– Second by Supervisor Horton.

RESUME CLOSE SESSION

Motion by Supervisor Horton to resume closed session after a recess.

– Second by Supervisor Deanes.

EXECUTIVE SESSION

Motion by Supervisor Horton to go into Executive Session to discuss the potential sale of property and a matter of potential litigation.

– Second by Supervisor Chandler.

RETURN TO OPEN MEETING

Motion by Supervisor Horton to return to open meeting.

– Second by Supervisor Deanes.

PAYMENT IN FULL OF CAPITAL LEASE

Motion by Supervisor Lummus to accept \$38,317.40 from Riceco to pay-off the Capital Lease entered into by Riceco with Clay County, and to approve the deed transferring land.

– Second by Supervisor Deanes.

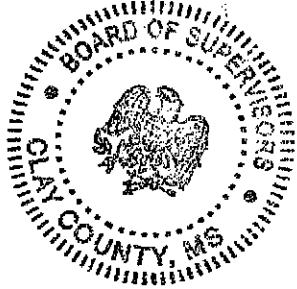
(See Exhibit - "J").

RECESS

Motion by Supervisor Horton to recess until Monday, April 29, 2019, at 9:00 a.m.

– Second by Supervisor Chandler.

DATED this the 15<sup>th</sup> day of April, 2019.



**R.B. DAVIS, PRESIDENT  
CLAY COUNTY BOARD OF  
SUPERVISORS**

**ATTEST:**

**AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE CLAY COUNTY  
BOARD OF SUPERVISORS**

# EXHIBIT A

**Clay County Board of Supervisors  
Agenda for Regular Meeting  
Monday, April 15, 2019 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Troy Johnston, Butler Snow
  - Approve Bond Resolutions for Partial Buy Back and Refinancing of 2013 Industrial Dev. Bonds
- Eddie Scott – Sheriff
  - Approve Deputy Bell to travel to Accreditation Managers Training Conference
  - Authorize two Deputy Sheriff's to travel to Indiana to pick up inmate -
    - Travel advancement for meals
- Angela Turner Ford
- Authorize and approve Travel for other County Employees and Elected Officials –See Attached
- Authorize and approve the Solid Waste Enforcement Officer Grant Agreement in the amount of \$11,486 for year 2020
- Authority to pay GTRLINK for Special Services invoice in the amount of \$3,731.00 and to bill the City of West Point for one half for reimbursement
- Authorize and approve payment for ROW Easement on the MHoon Valley Bridge ERBR Project
- Authority to advertise for competitive bids for the audio video system at Court Complex – bids to be submitted on or before Friday, May 3, 2019 by 9:00 a.m.
- Authority to advertise for the Public Hearing on the Kratum Ordinance for Monday, May 6, 2019 at 9:00 a.m.
- Authorize to reappoint Robert L. Calvert to serve as Jury Commissioner
- Request to go into Executive Session to discuss a matter of potential litigation and the potential selling and leasing of lands as allowed under Section 25-41-7 of the *Mississippi Code*
- Recess until Monday, April 29, 2019, at 9:00 a.m. \*\*\*\* Note Meeting Day Change\*\*\*\*

**Amendments:**

---

---

---

---

---



# EXHIBIT B

**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT REFUNDING BOND, SERIES 2019 (THE "COUNTY BOND"), OF CLAY COUNTY, MISSISSIPPI (THE "COUNTY"), TO BE DATED THE DATE OF DELIVERY THEREOF, IN THE NOT TO EXCEED PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (A) THE PREPAYMENT, REFINANCE AND REFUNDING OF ALL OF OR A PORTION OF THE OUTSTANDING PRINCIPAL OF THE COUNTY'S TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND, SERIES 2013, DATED SEPTEMBER 12, 2013, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$11,000,000 (THE "2013 COUNTY BOND") PURCHASED BY THE MISSISSIPPI DEVELOPMENT BANK AND THE SUBSEQUENT ADVANCE REFUNDING OF ALL OF OR A PORTION OF THE OUTSTANDING PRINCIPAL OF THE BANK'S TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT), DATED SEPTEMBER 12, 2013, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$11,000,000 (THE "2013 BANK BONDS"), AND THE REDEMPTION OF CERTAIN OUTSTANDING MATURITIES OF THE 2013 BANK BONDS, (B) FUNDING A DEBT SERVICE RESERVE FUND FOR THE BANK BONDS, AS HEREIN DEFINED, INCLUDING PAYMENT OF A DEBT SERVICE RESERVE FUND SURETY BOND PREMIUM, AND (C) PAYING FOR THE COSTS OF ISSUANCE OF THE COUNTY BOND AND THE BANK BONDS, INCLUDING PAYMENT OF A MUNICIPAL BOND INSURANCE PREMIUM (COLLECTIVELY, (A) THROUGH (C), THE "PROJECT"), ALL IN COMPLIANCE WITH SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND/OR SECTIONS 31-27-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME; APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS; AND APPROVING THE FORM OF AND EXECUTION OF THE CONTINUING DISCLOSURE AGREEMENT, AS HEREIN DEFINED.**

WHEREAS, the Board of Supervisors (the "Board") of Clay County, Mississippi (the "County"), acting for and on behalf of said the County, hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean together the County Bond Act, the County Refunding Act, the County Restructuring Act and the Bank Act.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the County under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Additional Bonds" shall mean bonds, if any, issued in one or more series on a parity with the County Bond pursuant to Section 17 hereof.

"Advance Refunding Escrow Agreement" shall mean the Advance Refunding Escrow Agreement to be entered into by and between the Escrow Agent and the Bank, as acknowledged and approved by the County, providing for the escrow and investment of a portion of the proceeds of the Bank Bonds and the County Contribution to provide funds for the Refunding Project.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Board.

"Authorized Officer" shall mean President of the Board of Supervisors, the Chancery Clerk, and any other officer designated from time to time as an Authorized Officer by resolution of the County, and when used with reference to any act or document also means any other Person authorized by resolution of the County to perform such act or sign such document.

"Bank" shall mean the Mississippi Development Bank.

"Bank Act" shall mean Sections 31-25-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Bank Bond Purchase Agreement" shall mean the Mississippi Development Bank Bond Purchase Agreement, by and among the County, the Bank and the Underwriter, providing for the sale of the Bank Bonds to the Underwriter.

"Bank Bonds" shall mean the not to exceed \$7,500,000 Mississippi Development Bank Taxable Special Obligation Refunding Bonds, Series 2019 (Clay County, Mississippi Taxable General Obligation Industrial Development Refunding Bond Project), authorized to be issued by the Purchaser pursuant to the Bank Act and the terms and conditions of the Indenture.

"Board" shall mean the Board of Supervisors of the County.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Resolution" shall mean this resolution.

"Bond Year" shall mean the period commencing on the date of the delivery of the County Bond and ending on March 2, 2020 and each twelve (12) month period thereafter each beginning on March 2 of one year and ending on March 1 of the following year until final maturity of the Authority Bond, commencing with the period ending March 1, 2021.

"Bondholder" or "Holder" or "Holders of Bank Bonds" or similar term, means the registered owner of any Bank Bonds as provided in the Indenture.

"Callable 2013 Bank Bonds" shall mean the Refunded 2013 Bank Bonds maturing on March 1 in the years 2020 through 2031, both inclusive.

"Callable 2013 County Bond" shall mean the Refunded 2013 County Bond maturing on March 1 in the years 2020 through 2031, both inclusive.

"Clerk" shall mean the Chancery Clerk of the County.

"Costs of Issuance" means all items of expense related to the authorization, sale, validation and issuance of the County Bond and the Bank Bonds.

"County" shall mean Clay County, Mississippi.

"County Bond" shall mean the not to exceed \$7,500,000 Clay County, Mississippi Taxable General Obligation Industrial Development Refunding Bond, Series 2019, authorized to be issued pursuant to the Act and the Bond Resolution.

"County Bond Act" means the provisions of Mississippi Code of 1972, Sections 19-9-1, 19-9-5, *et seq.* and Section 57-75-37, as amended from time to time.

"County Bond Purchase Agreement" shall mean the bond purchase agreement, to be dated the date of sale of the County Bond, by and between the County and the Purchaser, setting forth the terms of the sale of the County Bond to the Purchaser.

"County Contribution" shall mean funds contributed by the County to provide a portion of the funds for the Project.

"County Refunding Act" shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created for the Bank Bonds under the Indenture.

"Debt Service Reserve Requirement" means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Bond Year (meaning each one year period beginning on March 2 of one year and ending on March 1 of the following year, or such shorter period from the date of issuance of the Series 2019 Bonds to March 1, 2020), on all Series 2019 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2019 Bonds; or (iii) ten percent (10%) of the stated principal amount of the Series 2019 Bonds, or if such issue of Series 2019 Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that for the Series 2019 Bonds, the term "Debt Service Reserve Requirement" will mean the amount set forth in (i) hereinabove; provided further,

however, that if in future years the amount of such Debt Service Reserve Requirement for the Series 2019 Bonds should equal an amount in excess of the lesser of (i), (ii) and (iii) above, then the funds held in the Debt Service Reserve Fund equal to such Debt Service Reserve Requirement shall not be invested at a yield in excess of the yield on the Series 2019 Bonds.

"Depository" means any bank, trust company or national banking association selected by the County and approved by the Trustee as a depository of moneys and securities held under the provisions of this Bond Resolution, and its successor or assign or successors or assigns.

"Escrow Agent" shall mean Regions Bank, Little Rock, Arkansas, in its capacity as escrow agent under the Advance Refunding Escrow Agreement, and any successor or assign in such capacity.

"Event of Default" means any of those events defined as Events of Default by Section 20 of this Bond Resolution.

"Indenture" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Purchaser and a to be determined trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"Interest Payment Dates" shall be as described in Section 2.03 of the Indenture as the interest payment dates of the Bank Bonds.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Board to make payments of the principal of and interest on the County Bond, and to serve as registrar and transfer agent for the registration of owners of the County Bond, and for the performance of other duties as may be herein or hereafter specified by the Board and shall initially be the same as the Trustee under the Indenture.

"Payments" shall have the meaning given it in Section 12(b) hereof.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability company and a government or agency or political subdivision thereof.

"President" shall mean the President of the Board of Supervisors of the County.

"Project" shall mean providing funds for (i) the Refunding Project, (ii) a Debt Service Reserve Fund for the Bank Bonds, including the payment of the debt service reserve fund surety bond premium, and (iii) paying costs of issuance for the County Bond and the Bank Bonds, including the premium for municipal bond insurance premium.

"Purchaser" shall mean the Mississippi Development Bank, a public body, corporate and politic, of the State created pursuant to the Bank Act.

"Record Date" shall have the meaning given to it in Section 1.01 of the Indenture.

**"Record Date Registered Owner"** shall mean the Registered Owner as of the Record Date.

**"Refunded 2013 Bank Bonds"** shall mean the 2013 Bank Bonds maturing on March 1 in the years 2020 through 2031, both inclusive, or such maturities as are determined to be most economically beneficial to the County as set forth in the Mississippi Development Bank Bond Purchase Agreement.

**"Refunded 2013 County Bond"** shall mean the 2013 County Bond maturing on March 1 in the years 2020 through 2031, both inclusive, or such maturities as are determined to be most economically beneficial to the County as set forth in the Mississippi Development Bank Bond Purchase Agreement.

**"Refunding Project"** shall mean the prepayment, refinance and refunding of the Refunded 2013 County Bond and the subsequent advance refunding of the Refunded 2013 Bank Bonds and the redemption of the Callable 2013 Bank Bonds.

**"Registered Owner"** shall mean the Person whose name shall appear in the registration records of the County maintained by the Transfer Agent and shall initially be the Purchaser.

**"Reserve Fund Credit Facility"** means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the County and the Bank issued by a bank or other financial institution, which is acceptable to the County and the Bank, having a long-term credit rating of "A" or better, as determined by Standard & Poor's which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the County, no less than sixty (60) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; and (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

**"State"** shall mean the State of Mississippi.

**"Tax Intercept Agreement"** shall mean the Tax Intercept Agreement, dated the date of delivery thereof, by and between the County and the Bank, and accepted by the Trustee, as further described in Section 8 hereof.

**"Tax Monies"** shall have the meaning given to it in Section 8 hereof.

**"Transfer Agent"** shall mean any bank, trust company or other institution hereafter designated by the Board for the registration of the owner of the County Bond and for the performance of such other duties as may be herein or hereafter specified by the Board, and shall initially be the Trustee under the Indenture.

"Trustee" shall mean the trustee under the Indenture who will serve as Paying Agent and Transfer Agent under this Bond Resolution for the County Bond.

"2013 Bank Bonds" shall mean the Bank's Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project), dated September 12, 2013, issued in the original principal amount of \$11,000,000 issued under and secured by the 2013 Indenture.

"2013 Bond Resolution" shall mean together the bond resolution adopted by the County on July 3, 2013, as amended August 5, 2013, securing the 2013 County Bond.

"2013 County Bond" shall mean the County's Taxable General Obligation Industrial Development Bond, Series 2013, dated September 12, 2013, issued in the original principal amount of \$11,000,000.

"2013 Escrow Fund" shall mean the escrow fund established pursuant to the Advance Refunding Escrow Agreement to pay the principal of and interest on the Refunded 2013 Bank Bonds.

"2013 Indenture" shall mean the Indenture of Trust, dated September 12, 2013, by and between the Bank and the 2013 Trustee, securing the 2013 Bank Bonds.

"2013 Trustee" shall mean Regions Bank, Little Rock, Arkansas (formerly, Jackson, Mississippi), in its capacity as trustee under the 2013 Indenture.

"2019 Bond Fund" shall mean Clay County, Mississippi Taxable General Obligation Industrial Development Refunding Bond, Series 2019 Bond Fund provided for in Section 12 hereof.

"Underwriter" shall mean Crews & Associates, Inc., Little Rock, Arkansas, as the purchaser of the Bank Bonds through a negotiated sale with the Bank.

"United States" shall mean the United States of America.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Board is authorized and empowered by the provisions of the Act to issue its County Bond in the aggregate principal amount of not to exceed \$7,500,000 and sell same to the Bank for the purpose of providing funds for the Project.

3. The Board desires to authorize and approve the issuance of the County Bond pursuant to this Bond Resolution registered as to principal and interest in the form and manner as hereinafter provided for by Sections 31-21-1 to 31-21-7, Mississippi Code of 1972, as amended and/or supplemented from time to time.

4. The issuance of the County Bond will not cause the County to exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the County.

5. It has now become necessary to make provision for the preparation, execution and issuance of said County Bond.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:**

**SECTION 1.** In consideration of the purchase and acceptance of the County Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the County and the Registered Owner from time to time of the County Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the County for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the County Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

**SECTION 2.** The County Bond is hereby authorized and ordered to be prepared and issued in the total aggregate principal amount of not to exceed Eleven Million Dollars (\$11,000,000) to raise money for the Project as authorized by the Act.

**SECTION 3. (a)** Payments of interest on the County Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States.

**(b)** The County Bond shall be registered as to both principal and interest; shall be dated the date of delivery thereof, shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds (as provided in the Indenture), payable on an Interest Payment Date; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture.

**(c)** The County Bond is subject to redemption at the option of the County and mandatory redemption prior to maturity thereof only at the times, to the extent, in the manner and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as provided in Section 4.01 of the Indenture. The County shall provide proper notices to the Bank and the Trustee as provided in Section 4.05 of the Indenture in the event the County elects to redeem the County Bond or any portion thereof, and redemption of the County Bond or portion thereof shall be as provided in said Section 4.01. It is intended that redemption of the County Bond may only occur through the processes provided in the Indenture, and the County hereby accepts such redemption provisions by this reference.



(d) Notice of redemption identifying the portion of the County Bond to be redeemed shall be given to the Registered Owner thereof by first class mail at least thirty (30) days and not more than forty five (45) days prior to the date fixed for redemption. From and after such redemption date, interest with respect to such portion the County Bond to be redeemed will cease to accrue.

**SECTION 4. (a)** When the County Bond shall have been validated and executed as herein provided, the County Bond shall each be registered as an obligation of the County in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the County Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The County Bond shall be executed by the manual or facsimile signature of the President and countersigned by the manual or facsimile signature of the Clerk, with the seal of the County imprinted or affixed thereto; provided, however all signatures and seals appearing on the County Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the County whose signature or a facsimile of whose signature shall appear on the County Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The County Bond shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the County Bond, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery of the County Bond by the Transfer Agent, the County shall file with the Transfer Agent:

(i) a copy, certified by the Chancery Clerk, of the transcript of proceedings of the Board in connection with the authorization, issuance, sale and validation of the County Bond; and

(ii) an authorization to the Transfer Agent, signed by the President, to authenticate and deliver the County Bond to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the County Bond and deliver it to the Purchaser thereof upon payment of the purchase price of the County Bond to the County.

**SECTION 5. (a)** The County hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the County Bond. The County specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the County Bond shall remain outstanding, the County shall maintain with the Transfer Agent records for the registration and transfer of the County Bond. The Transfer Agent is hereby appointed registrar for the County Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the County Bond if entitled to registration or transfer.

(c) The County shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the County and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the County on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Board.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.05 and 11.06 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Indenture.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Section 11.08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

(v) Should any transfer, assignment or instrument in writing be required by any successor Agent from the County to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the County.

(vi) The County will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Board relating to the County Bond.

(vii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

**SECTION 6.** The County Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[remainder of page left blank intentionally]

**[COUNTY BOND FORM]**

**THIS COUNTY BOND HAS BEEN ASSIGNED TO REGIONS BANK, LITTLE ROCK, ARKANSAS, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED \_\_\_\_\_, 2019, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS COUNTY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.**

**UNITED STATES OF AMERICA  
STATE OF MISSISSIPPI  
CLAY COUNTY  
TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT  
REFUNDING BOND, SERIES 2019**

**NO. 1** \$ \_\_\_\_\_

<u><b>Rate of Interest</b></u>	<u><b>Maturity</b></u>	<u><b>Dated Date</b></u>	<u><b>CUSIP</b></u>
%			N/A

**Registered Owner:**

**Principal Amount:** **DOLLARS**

Clay County, State of Mississippi (the "County"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this County Bond, at the principal office of Regions Bank, Little Rock, Arkansas, or its successor, as paying agent (the "Paying Agent") for the Taxable General Obligation Industrial Development Refunding Bond, Series 2019 of the County (the "County Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this County Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the County maintained by Regions Bank, Little Rock, Arkansas, or its successor, as transfer agent for the County Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The County further promises to pay interest on such principal amount from the date of this County Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this County Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This County Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Bank Act"), Sections 19-9-1 through 19-9-31, Sections 19-5-99 and Section 57-75-37 of the Mississippi Code of 1972, as amended (the "County Bond Act"), and/or Sections 31-27-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "County Refunding Act" and together with the County Bond Act, and the Bank Act, the "Act"), and by the further authority of proceedings duly had by the Board of Supervisors of the County, including a resolution adopted April 15, 2019 (the "Bond Resolution").

This County Bond is issued in the aggregate authorized principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to raise money for the purpose of providing funds for (a) the prepayment, refinance and refunding of all of or a portion of the outstanding principal of the County's Taxable General Obligation Industrial Development Bond, Series 2013, dated September 12, 2013, issued in the original principal amount of \$11,000,000 (the "2013 County Bond") purchased by the Mississippi Development Bank (the "Bank") and the subsequent advance refunding of all of or a portion of the outstanding principal of the Bank's Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project), dated September 12, 2013, issued in the original principal amount of \$11,000,000 (the "2013 Bank Bonds"), and the redemption of certain outstanding maturities of the 2013 Bank Bonds, (b) funding a debt service reserve fund for the Bank Bonds, as hereinafter defined, including payment of a debt service reserve fund surety bond premium, and (c) paying for the costs of issuance of the County Bond and the Bank Bonds, including payment of a municipal bond insurance premium (collectively, (a) through (c), the "Project").

The County will duly and punctually pay the principal of, premium, if any, and interest on the County Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the County Bond, the County agrees to make payments upon the County Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) Mississippi Development Bank Taxable Special Obligation Refunding Bonds, Series 2019 (Clay County, Mississippi Taxable General Obligation Industrial Development Refunding Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Regions Bank, Little Rock, Arkansas, as trustee (the "Trustee"), dated \_\_\_\_\_, 2019 (the "Indenture"), when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the County and the Bondholder and the terms upon which the County Bond is or may be issued and secured.

The County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and

interest due hereon and for all other purposes and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

The County Bond is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County; provided that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred money to the bond fund of the County Bond from revenues, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the Bond Resolution. The County, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the County Bond as the same falls due.

This County Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This County Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture; this County Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The County and the Trustee may deem and treat the person in whose name this County Bond is registered as the absolute owner hereof, whether this County Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this County Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this County Bond to the extent of the sum or sums or paid, and neither the County nor the Trustee shall be affected by any notice to the contrary.

This County Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This County Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

**IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the County Bond, in order to make the same legal and binding general obligation of the County, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this County Bond, both principal and interest, the full faith and credit of the County are hereby irrevocably pledged.

**IN WITNESS WHEREOF**, the County has caused this County Bond to be executed in its name by the manual or facsimile signature of the President of the Board of Supervisors of the County, countersigned by the manual or facsimile signature of the Chancery Clerk of the County, under the manual or facsimile seal of the County, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

**CLAY COUNTY, MISSISSIPPI**

**BY:** \_\_\_\_\_  
**President, Board of Supervisors**

**COUNTERSIGNED:**

\_\_\_\_\_  
**Chancery Clerk**  
**(SEAL)**

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This County Bond is the County Bond described in the within mentioned Bond Resolution and is the Taxable General Obligation Industrial Development Refunding Bond, Series 2019 of Clay County, Mississippi.

**REGIONS BANK,  
Little Rock, Arkansas  
as Transfer Agent**

**BY:** \_\_\_\_\_  
Authorized Signatory

Date of Registration and Authentication: \_\_\_\_\_, 2019

**REGISTRATION AND VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI  
COUNTY OF CLAY**

I, the undersigned Chancery Clerk of Clay County, Mississippi, do hereby certify that the within County Bond has been duly registered by me as an obligation of said County pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Clay County, Mississippi, rendered on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chancery Clerk

(SEAL)

**[END OF COUNTY BOND FORM]**



**SECTION 7.** In case the County Bond shall become mutilated or be stolen, destroyed or lost, the County shall, if not then prohibited by law, cause to be authenticated and delivered a new County Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated County Bond, or in lieu of and in substitution for such County Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the County in connection therewith, and in case of a County Bond stolen, destroyed or lost, his filing with the County or Transfer Agent evidence satisfactory to them that the County Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the County or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

**SECTION 8. (a)** For the purpose of effectuating and providing for the payment of the principal of and interest on the County Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the County, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the County Bond and any additional obligations of the County under the Indenture; provided that such tax levy for any year shall be abated pro tanto to the extent the County on or prior to September 1 of that year has transferred money to the 2019 Bond Fund of the County Bond from revenues, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the County are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the County Bond and any additional obligations of the County as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the County Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the County Bond.

(b) As provided for in the Act, the County and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement whereby the County has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (1) withhold all or any part of any monies which the County is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "Tax Monies"), subject to the prior lien of that tax intercept agreement, dated September 12, 2013 (the "2013 Tax Intercept Agreement") securing the 2013 Bank Bonds, and (2) pay same over to the Trustee on behalf of the Bank to satisfy any delinquent payment (the "Delinquent Payment") under Section 12 of the Bond Resolution. If on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing on the date set forth in the Tax Intercept Agreement, there are insufficient funds to make the payments under Section 12 of the Bond Resolution, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the

Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Act. In any event if the County fails to make timely payments under the Bond Resolution as provided in Section 12 of the Bond Resolution, the Trustee is hereby further directed to file the Tax Intercept Agreement with the Mississippi Department of Revenue and take further action to recover Tax Monies under the Tax Intercept Agreement. The Trustee is hereby directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 of the Indenture.

**SECTION 9.** Only if the County Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the County Bond be entitled to the rights, benefits and security of this Bond Resolution. The County Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the County Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the County Bond that may be issued hereunder at any one time.

**SECTION 10.** Ownership of the County Bond shall be in the Purchaser or its assignee. The Person in whose name the County Bond shall be registered in the records of the County maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the County Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the County Bond to the extent of the sum or sums so paid.

**SECTION 11.** The County Bond shall be transferable only as provided in the Indenture. Upon the transfer of the County Bond, the County, acting through its Transfer Agent, shall issue in the name of the transferee a new County Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered County Bond.

**SECTION 12. (a)** The County hereby establishes the 2019 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the County Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2019 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2019 Bond Fund;  
and

(iii) Any other funds available to the County which may be lawfully used for payment of the principal of, premium, if any, and interest on the County Bond or for other obligations of the County which may be due under the Indenture, and which the Board, in its discretion, may direct to be deposited into the 2019 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the County Bond or the Bank Bonds remain outstanding and/or other obligations of the County remain outstanding under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2019 Bond Fund sufficient monies to make the payments necessary (the "Payments") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the County under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the respective General Accounts of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

**SECTION 13.** Upon delivery of the County Bond, the County shall cause (i) a portion of the proceeds of the County Bond, together with the County Contribution, to be remitted as follows to effectuate the Refunding Project: (a) a portion of the proceeds of the County Bond will be remitted directly by the Underwriter, on behalf of the County, to the Escrow Agent for deposit in the Escrow Fund under the Advance Refunding Escrow Agreement, which funds, together with the County Contribution transferred by the County from the funds of the County to the Escrow Agent for deposit in the Escrow Fund, will be sufficient to effectuate the Refunding Project; (ii) a portion of the proceeds of the County Bond will be retained by the Bank under the Indenture to fund the Debt Service Reserve Fund for the Bank Bonds, including the payment of the debt service reserve fund surety bond premium; and (iii) a portion of the proceeds of the County Bond will be retained by the Bank under the Indenture to pay the costs of issuance of the County Bond and the Bank Bonds, including a municipal bond insurance premium.

**SECTION 14.** (a) Payment of principal on the County Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the County Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the County Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such County Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the County Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

**SECTION 15.** The County Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the County Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

**SECTION 16.** The County Bond shall be sold to the Purchaser based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter such sale of the County Bond to the Purchaser to be approved by the President evidenced by the President's execution of the County Bond Purchase Agreement. The Bank Bonds are being sold by a negotiated sale to the Underwriter, the result of which shall be approved by the President of the Board of the County evidenced by the President's execution of the Bank Bond Purchase Agreement.

**SECTION 17.** The County may issue Additional Bonds in one or more series with the consent of the Bank pursuant to a supplement to this Bond Resolution to provide funds for approved projects of the County so long as no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the Trustee an opinion of Bond Counsel that the exclusion from State income for tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected.

Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds.

Refunding bonds may be issued under and secured by a supplement to this Bond Resolution for the purpose of providing funds for the refunding of the County Bond and Additional Bonds, upon compliance with the provisions above.

It is intended that this Section 17 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Bank Bonds as provided in Article II of the Indenture.

**SECTION 18.** (a) The Bank and the County, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding County Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.01 of the Indenture;

(iii) To subject to the Indenture additional Revenues, properties or collateral;

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States or of any of the states of the United States, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and

(vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the County shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 18, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the County or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

**SECTION 19.** Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the County before such supplement or amendment may become effective.

**SECTION 20. (a)** Upon the occurrence of an Event of Default hereunder, the Registered Owner of the County Bond may, by suit, action, mandamus or other proceedings at

law or in equity, enforce and compel performance by the appropriate official or officials of the County of any or all acts and duties to be performed by the County under the provisions of the Act and of this Bond Resolution.

(b) Each of the following constitutes an Event of Default under this Bond Resolution:

(i) failure by the County to pay any installment of principal or, if applicable, the Redemption Price of the County Bond at the time required;

(ii) failure by the County to pay any installment of interest on the County Bond at the time required;

(iii) failure by the County to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the County Bond, and the continuance thereof for a period of sixty (60) days after written notice thereof to the County by the Registered Owner; or

(iv) an Act of Bankruptcy occurs.

**SECTION 21.** The President, the Clerk and any other Authorized Officers of the Board are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the County Bond.

**SECTION 22.** The County hereby approves and acknowledges the Indenture and the terms and provisions thereof in the form attached as EXHIBIT A to this Bond Resolution with such completions, changes, insertions and modifications as shall be approved by the President or Clerk and recognizes that many items governing the terms and conditions of the County Bond are based upon terms, limitations and conditions provided in the attached Indenture.

**SECTION 23.** The County hereby approves the form of and execution of the Continuing Disclosure Agreement dated the day of deliver of the Bank Bonds, by and between the County and the Trustee (the "Continuing Disclosure Agreement") and hereby authorized the President and the Clerk to execute the Continuing Disclosure Agreement. All provisions of the Continuing Disclosure Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Continuing Disclosure Agreement shall be in substantially the form as provided in EXHIBIT B hereto, with such completions, changes, insertions and modifications as shall be approved by the Authorized Officers executing and delivering the same.

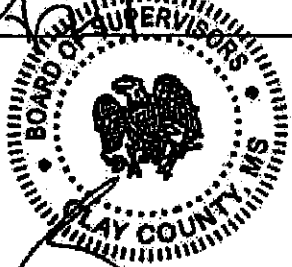
**SECTION 24.** All orders, resolutions or proceedings of the Board in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Supervisor Wanner moved and Supervisor Deane seconded the motion to adopt the foregoing Bond Resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Lynn "Don" Horton voted:  
Supervisor R.B. Davis voted:  
Supervisor Luke Lammus voted:  
Supervisor Shelton L. Deanes voted:  
Supervisor Joe D. Chandler voted:

AYE  
AYE  
AYE  
AYE  
AYE

The motion having received the affirmative vote of a majority of the members present, the President of the Board declared the motion carried and the Bond Resolution adopted, on this the 5th day of April, 2019.



[Signature]  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:  
[Signature]  
CLERK, BOARD OF SUPERVISORS

27042126v2

**EXHIBIT A**  
**FORM OF THE INDENTURE**



**EXHIBIT B**  
**FORM OF CONTINUING DISCLOSURE AGREEMENT**

RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI (THE "COUNTY") (I) DIRECTING THE SALE AND AWARD OF A TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT REFUNDING BOND, SERIES 2019 (THE "COUNTY BOND"), OF THE COUNTY, TO BE DATED THE DATE OF DELIVERY THEREOF, IN THE NOT TO EXCEED PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO BE SOLD TO THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") FUNDED BY THE PROCEEDS OF THE ISSUANCE OF THE BANK'S NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TAXABLE SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2019 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT REFUNDING BOND PROJECT) TO BE DATED THE DATE OF DELIVERY THEREOF (THE "BANK BONDS"); (II) APPROVING THE FORM OF AND EXECUTION OF (A) A COUNTY BOND PURCHASE AGREEMENT, AS HEREINAFTER DEFINED, FOR THE SALE OF THE COUNTY BOND TO THE BANK, (B) A MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, AS HEREINAFTER DEFINED, FOR THE SALE OF THE BANK BONDS, (C) A TAX INTERCEPT AGREEMENT, AS HEREINAFTER DEFINED, SECURING THE BANK BONDS, AND (D) THE ADVANCE REFUNDING ESCROW AGREEMENT, AS HEREINAFTER DEFINED; (III) AUTHORIZING AND APPROVING THE APPOINTMENT OF REGIONS BANK, LITTLE ROCK, ARKANSAS, AS ESCROW AGENT (THE "ESCROW AGENT") UNDER THE ADVANCE REFUNDING ESCROW AGREEMENT; (IV) AUTHORIZING (A) THE ESCROW AGENT TO MAKE THE APPLICATION TO DEPARTMENT OF THE TREASURY, BUREAU OF PUBLIC DEBT, DIVISION OF SPECIAL INVESTMENTS, PARKERSBURG, WEST VIRGINIA FOR UNITED STATES TREASURY SECURITIES - STATE AND LOCAL GOVERNMENT SERIES (THE "SLGS"), OR (B) THE UNDERWRITER, AS HEREINAFTER DEFINED, TO PROVIDE FOR A COMMITMENT FOR THE PURCHASE OF OPEN MARKET SECURITIES, EACH TO FUND THE ESCROW FUND UNDER THE ADVANCE REFUNDING ESCROW AGREEMENT; (V) AUTHORIZING THE COUNTY TO PROVIDE WRITTEN NOTIFICATION TO REGIONS BANK, LITTLE ROCK, ARKANSAS, AS TRUSTEE UNDER THE INDENTURE OF TRUST, DATED SEPTEMBER 12, 2013, SECURING THE BANK'S \$11,000,000 TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT) ("2013 BANK BONDS") OF THE ADVANCE REFUNDING OF ALL OF OR A PORTION OF THE OUTSTANDING MATURITIES OF THE 2013 BANK BONDS WITH THE FUNDS TO BE PROVIDED BY THE ISSUANCE OF THE COUNTY BOND AND THE SALE TO THE BANK FUNDED FROM THE PROCEEDS OF THE BANK BONDS; (VI) APPROVING THE SALE OF THE BANK BONDS; AND (VII) APPROVING AND AUTHORIZING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT PERTAINING TO THE BANK BONDS.

**WHEREAS**, the Board of Supervisors (the "Board") of Clay County, Mississippi (the "County"), acting for and on behalf of the County, hereby finds, determines, adjudicates and declares as follows:

1. The Board desires to issue its Taxable General Obligation Industrial Development Refunding Bond, Series 2019 (the "County Bond"), of the County, to be dated the date of delivery thereof, in the not to exceed amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), and sell same to the Mississippi Development Bank (the "Bank") said purchase to be funded from the proceeds of the not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) Bank's Taxable Special Obligation Refunding Bonds, Series 2019 (Clay County, Mississippi Taxable General Obligation Industrial Development Refunding Bond Project), to be dated the date of delivery thereof (the "Bank Bonds"), all as authorized under Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Bank Act"), Sections 19-9-1 through 19-9-31, Sections 19-5-99 and Section 57-75-37 of the Mississippi Code of 1972, as amended (the "County Bond Act") and/or Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "County Refunding Act" and together with the County Bond Act and the Bank Act, the "Act"), to raise money for the purpose of providing funds for (a) the prepayment, refinance and refunding of all of or a portion of the outstanding principal of the County's Taxable General Obligation Industrial Development Bond, Series 2013, dated September 12, 2013, issued in the original principal amount of \$11,000,000 (the "2013 County Bond") purchased by the Bank and the subsequent advance refunding of all of or a portion of the outstanding principal of the Bank's Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project), dated September 12, 2013, issued in the original principal amount of \$11,000,000 (the "2013 Bank Bonds"), and the redemption of certain outstanding maturities of the 2013 Bank Bonds, (b) funding a debt service reserve fund for the Bank Bonds, including payment of a debt service reserve fund surety bond premium, and (c) paying for the costs of issuance of the County Bond and the Bank Bonds, including payment of a municipal bond insurance premium (collectively, (a) through (c), the "Project").

2. The Board did meet at its meeting place in the in the Chancery Building in Clay, Clay County, Mississippi, at the hour of 9:00 o'clock a.m. on April 15, 2019.

3. At said time and place the following documents concerning the issuance, sale and purchase of the County Bond by the Bank were received, examined and considered by the Board: (i) a County Bond Purchase Agreement to be dated as of the date of sale of the County Bond, by and between the County and the Bank (the "County Bond Purchase Agreement"); (ii) a Mississippi Development Bank Bond Purchase Agreement to be dated the date of sale of the Bank Bonds (the "Mississippi Development Bank Bond Purchase Agreement"), by and among the County, the Bank and Crews & Associates, Inc., Memphis, Tennessee (the "Underwriter"); (iii) the Tax Intercept Agreement, dated the date of delivery thereof, by and between the County and the Bank (the "Tax Intercept Agreement"), and (iv) the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement"), and the Official Statement, to be dated the date of the sale of the Bank Bonds (the "Official Statement"), prepared in connection with the sale of the Bank Bonds.

4. If in the opinion of the Bank, Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel"), the Underwriter, and Government Consultants, Inc., Madison, Mississippi, as an independent registered municipal advisor to the Bank (the "Financial Advisor"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement (the "Official Statement") is necessary to provide proper disclosure for the Bank Bonds, the Board of the County desires to authorize (a) the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds.

5. The Board finds it necessary to authorize the President or Clerk of the Board of Supervisors of the County to provide a written notification to Regions Bank, Little Rock, Arkansas, the trustee (the "2013 Trustee") under the Indenture of Trust, dated September 12, 2013 (the "2013 Indenture"), by and between the Bank and the 2013 Trustee, securing the 2013 Bank Bonds, of the advance refunding of a portion of the outstanding 2013 Bank Bonds, maturing March 1 in the years 2020 through 2031, both inclusive or such maturities as are determined to be most economically beneficial to the County as set forth in the Mississippi Development Bank Bond Purchase Agreement (the "Refunded 2013 Bank Bonds") and the redemption of certain maturities of the Refunded 2013 Bank Bonds, said refunding/redemption to be funded with a portion of the funds to be provided by the issuance of the County Bond by the County and sale of the County Bond to the Bank and the sale of the Bank Bonds by the Bank.

6. The Board finds it necessary to approve the form of and execution of an advance refunding escrow agreement (the "Escrow Agreement"), by and between the Bank and the Escrow Agent, as hereinafter defined, as acknowledged and approved by the County, with regard to the advance refunding of the Refunded 2013 Bank Bonds and the redemption of the Callable 2013 Bank Bonds, as hereinafter defined.

7. The Board finds it necessary to approve the appointment of Regions Bank, Little Rock, Arkansas, as Escrow Agent (the "Escrow Agent"), under the terms and provisions of the Escrow Agreement.

8. The Board finds that under the terms and conditions of the Escrow Agreement they desire to authorize (i) the Escrow Agent to make the application to the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities - State and Local Government Series (the "SLGS"), or (ii) the Underwriter to provide for a commitment for the purchase of open market securities, each to make provisions for the investment of funds as required under the Escrow Agreement.

9. The Board finds it necessary to approve the form of, execution of and distribution of the notice of refunding of the Refunded 2013 Bank Bonds and the redemption of the Refunded 2013 Bank Bonds maturing on March 1 in the years 2020 through 2031, both inclusive, on March 1, 2023 (the "Callable 2013 Bank Bonds") at par (the "Notice of Refunding/Redemption") in the form as attached hereto.

10. The Board does now find, determine and adjudicate that each of the above documents regarding the sale of the County Bond and the Bank Bonds are in the best interest of the County and finds it necessary to approve the form of and the execution of each document, as applicable, including the distribution of a Preliminary Official Statement and an Official Statement for the Bank Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:**

**SECTION 1.** The County Bond is hereby awarded and sold to the Bank, in accordance with the terms hereof and the County Bond Purchase Agreement submitted to the Board in the form as provided in **EXHIBIT A** hereto. The Underwriter shall purchase the Bank Bonds pursuant to the terms provided in the Mississippi Development Bank Bond Purchase Agreement, and the County hereby approves the sale of the Bank Bonds by the Bank subject to the approval by the Board of the following: (1) compliance of the County with the provisions of the Act regarding the issuance of its County Bond; (2) issuance of the Bank Bonds in a total aggregate principal amount of not to exceed \$7,500,000; (3) a net interest cost on the Bank Bonds of not more than six percent (6.0%); (4) approval by the County of the proposal for the sale of the Bank Bonds evidenced by the County's execution of the Mississippi Development Bank Bond Purchase Agreement; (5) approval by the County of the sale of the County Bond to the Bank evidenced by the County's execution of the County Bond Purchase Agreement; (6) maturity schedule for Bank Bonds of not to exceed 12 years; (7) compliance by the Bank and the County with the provisions of any continuing disclosure agreements executed in connection with previous debt issued by the Bank and the County, respectively; and (8) compliance of the Bank Bonds with the Act.

**SECTION 2.** The Board hereby approves the form of and execution of the County Bond Purchase Agreement and hereby authorizes the President and the Clerk to execute the County Bond Purchase Agreement on behalf of said Board. All provisions of the County Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said County Bond Purchase Agreement shall be in substantially the form as provided in **EXHIBIT A** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 3.** The Board hereby approves the form of and the execution of the Mississippi Development Bank Bond Purchase Agreement and hereby authorizes the President to execute the Mississippi Development Bank Bond Purchase Agreement on behalf of said Board. All provisions of the Mississippi Development Bank Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Mississippi Development Bank Bond Purchase Agreement shall be in substantially the form as provided in **EXHIBIT B** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 4.** The form of the Tax Intercept Agreement, between the County and the Trustee, as accepted by the Bank, is hereby approved, and the President of the Board and the Chancery Clerk of the County are hereby authorized and directed to execute said Tax Intercept

Agreement on behalf of the County. All provisions of the Tax Intercept Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Tax Intercept Agreement shall be in substantially the form attached hereto as **EXHIBIT C**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 5.** The Board of the County hereby approves and adopts the Preliminary Official Statement in the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the President or Clerk.

**SECTION 6.** The distribution of copies of the Preliminary Official Statement to the Underwriter and prospective purchasers of the Bank Bonds and the distribution of copies of the Official Statement to the Underwriter and purchasers of the Bank Bonds is hereby authorized.

**SECTION 7.** The County hereby deems the Preliminary Official Statement to be "final" as described in Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

**SECTION 8.** If in the opinion of the Bond Counsel, the Underwriter and the Financial Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Board of the County hereby authorizes (a) the Bond Counsel acting as disclosure counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Board.

**SECTION 9.** The form of the Escrow Agreement is hereby approved, and the President and Clerk of the County are hereby authorized and directed to execute said Escrow Agreement on behalf of the County. All provisions of the Escrow Agreement when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Escrow Agreement shall be in substantially the form attached hereto as **EXHIBIT E**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 10.** The Board hereby approves the appointment of Regions Bank, Little Rock, Arkansas, as Escrow Agent under the terms and provisions of the Escrow Agreement.

**SECTION 11.** The Board under the terms and conditions of the Escrow Agreement hereby authorizes (a) the Escrow Agent to make the application to the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for the SLGS, or (b) the Underwriter to provide for a commitment for the purchase of open market securities, each to make provisions for the investment of funds as required under the

Escrow Agreement. The Underwriter is authorized to solicit for and provide a commitment for the purchase of open market securities in connection with the sale of the Bank Bonds.

**SECTION 12.** The Board of the County hereby approves the form of and execution of and distribution of the Notice of Refunding/Redemption of the Refunded 2013 Bank Bonds and optional redemption of the Callable 2013 Bank Bonds at par on March 1, 2023, such Notice of Refunding/Redemption being attached hereto as **EXHIBIT F**. The Board hereby authorizes and directs the President and Clerk of the Board to finalize the Notice of Refunding/Redemption and to forward said notice to the addressees of said notices with copies to the parties indicated pursuant to the terms and conditions of the 2013 Indenture.

**SECTION 13.** The President and/or the Clerk are hereby given the authority to approve the designation by the Executive Director of the Bank of a qualified banking institution/corporation to serve as trustee under the Indenture of Trust, to be dated the date of delivery of the Bank Bonds, by and between the Bank and such trustee (the "Trustee") (the "Indenture"), providing for the issuance of the Bank Bonds, such designation to be set forth in the Mississippi Development Bank Bond Purchase Agreement and such approval to be evidenced by the execution of the Mississippi Development Bank Bond Purchase Agreement by the Executive Director of the Bank, acting for and on behalf of the Bank, and the President of the Board, acting for and on behalf of the County.

**SECTION 14.** The President and/or the Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the County Bond of the County; provided, however, total costs of issuance for said Bank Bonds and the County Bond shall not exceed three percent (3%) of the total aggregate principal amount of the Bank Bonds (excluding the Underwriter's discount and, if applicable, any municipal bond insurance premium and/or debt service reserve surety bond premium).

**SECTION 15.** Upon receiving the recommendation of the Financial Advisor, Bond Counsel, and Counsel to the County, the President and Clerk are hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement, the Mississippi Development Bank Bond Purchase Agreement and the Indenture, for the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Executive Director of the Bank, to be evidenced by the execution of the Mississippi Development Bank Bond Purchase Agreement for the sale of the Bank Bonds, by the President, acting for and on behalf of the County, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank.

**SECTION 16.** If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Bank Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve fund surety bond selected to provide credit enhancement

in connection with the issuance of the Bank Bonds, the President is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve fund surety bond to the Indenture, the County Bond Purchase Agreement, the Mississippi Development Bank Bond Purchase Agreement, the Escrow Agreement, the Preliminary Official Statement or Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said municipal bond insurance and/or debt service reserve fund surety bond and other additional documents and certificates. The Board hereby authorizes and approves the execution of said commitment for municipal bond insurance and/or debt service reserve fund surety bond by the Executive Director of the Bank, for and on behalf of the County, if applicable.

**SECTION 17.** Prior to its delivery, the County Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time, by the Chancery Court of Clay County, Mississippi.

**SECTION 18.** The President and Clerk be, and they are hereby authorized and directed for and on behalf of the Board, to take any and all such action as may be required by the County to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Official Statement in connection with the Bank Bonds.

**SECTION 19.** All orders, resolutions or proceedings of this Board in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

**SECTION 20.** For cause, this resolution shall become effective immediately upon the adoption thereof.

Supervisor Lummus moved and Supervisor Deanes seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Lynn "Don" Horton voted:  
Supervisor R.B. Davis voted:  
Supervisor Luke Lummus voted:  
Supervisor Shelton L. Deanes voted:  
Supervisor Joe D. Chandler voted:


AYE  
AYE  
AYE  
AYE  
AYE



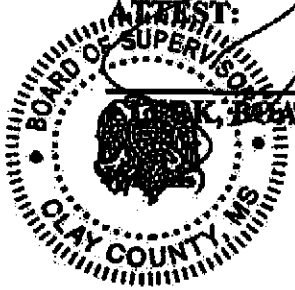
The motion having received the affirmative vote of a majority of the members present, the President of the Board declared the motion carried and the resolution adopted, on this the 15th day of April, 2019.



PRESIDENT, BOARD OF SUPERVISORS



ATTEST:  
CLERK, BOARD OF SUPERVISORS



The seal is circular with a double-line border. The outer ring contains the text "BOARD OF SUPERVISORS" at the top and "CLAY COUNTY, MS" at the bottom. The center of the seal features a stylized emblem, possibly representing a plow or a similar agricultural symbol.

**EXHIBIT A**  
**FORM OF COUNTY BOND PURCHASE AGREEMENT**

**EXHIBIT B**

**FORM OF MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT**

**EXHIBIT C**  
**FORM OF TAX INTERCEPT AGREEMENT**

**EXHIBIT D**  
**FORM OF PRELIMINARY OFFICIAL STATEMENT**

**EXHIBIT E**  
**FORM OF ESCROW AGREEMENT**

**EXHIBIT F**  
**FORM OF NOTICE OF REFUNDING/REDEMPTION**

(Put on letterhead of Clay County, Mississippi)

\_\_\_\_\_, 2019

Regions Bank

Attention: Corporate Trust Department  
400 West Capitol, 7<sup>th</sup> Floor  
Little Rock, Arkansas 72201

Mississippi Development Bank

Attn: Executive Director  
735 Riverside Drive, Suite 300  
Jackson, MS 39202

RE: Prepayment, refinance and refunding of [all of or a portion of] the outstanding principal of the Clay County, Mississippi \$11,000,000 Taxable General Obligation Industrial Development Bond, Series 2013, dated September 12, 2013 (the "2013 County Bond"), maturing on March 1 in the years 2020 through 2031, both inclusive (the "Refunded 2013 County Bond") and advance refunding of [all of or a portion of] the outstanding principal of the Mississippi Development Bank \$11,000,000 Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project), dated September 12, 2013, maturing on March 1 in the years 2020 through 2031, both inclusive (the "Refunded 2013 Bank Bonds"), and the redemption of the Refunded 2013 Bank Bonds maturing on March 1 in the years 2020 through 2031, both inclusive (the "Callable 2013 Bank Bonds")

Dear Sir:

The Board of Supervisors (the "Governing Body") for Clay County, Mississippi (the "County"), did adopt a resolution (a copy of which is attached), which authorized prepayment, refinance and refunding of the Refunded 2013 County Bond, the advance refunding of the Refunded 2013 Bank Bonds and the optional redemption of the Callable 2013 Bank Bonds. The Governing Body does hereby irrevocably exercise its option to call for redemption the outstanding Callable 2013 Bank Bonds effective March 1, 2023 at par, and hereby directs Regions Bank, as trustee for the Callable 2013 Bank Bonds (the "2013 Trustee"), to take any action required under the Indenture of Trust between the 2013 Trustee and the Mississippi Development Bank (the "Bank"), dated as of September 12, 2013 (the "2013 Indenture"), for the Callable 2013 Bank Bonds, including, without limitation, the giving of notice pursuant to Article IV thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2013 Indenture, and the 2013 Trustee is hereby authorized to utilize funds provided to the 2013 Trustee by itself, in its capacity as escrow agent (the "Escrow Agent"), from the funds held under an advance refunding escrow agreement, by and between the Bank and the Escrow Agent, as approved by the County (the "Escrow Agreement"), said Escrow Agreement being funded from the proceeds of the County's not to exceed \$7,500,000 Taxable General Obligation Industrial Development Refunding Bond, Series 2019, to be dated the date of delivery thereof (the "County Bond") to be sold to the Bank such sale being



funded from the proceeds of the Bank's not to exceed \$7,500,000 Taxable Special Obligation Refunding Bonds, Series 2019 (Clay County, Mississippi Taxable General Obligation Industrial Development Refunding Bond Project), to be date the date of delivery thereof (the "Bank Bonds").

From the date of the issuance of the County Bond and the Bank Bonds, the 2013 Trustee shall provide for the debt service due on the Refunded 2013 Bank Bonds and the funds for the optional redemption of the Callable 2013 Bank Bonds from the funds provided to the 2013 Trustee by the Escrow Agent from the funds held under the Escrow Agreement.

It is the responsibility of the 2013 Trustee to assure that all publications and form of redemption notices conform to the requirements of the 2013 Indenture.

Sincerely,

---

President, Board of Supervisors

cc: Municipal Securities Rulemaking Board  
(via website) at [www.emma.msrb.org](http://www.emma.msrb.org)

# EXHIBIT C



## Clay County Sheriff's Office

*P.O. Box 142  
348 West Broad Street  
West Point, Mississippi 39773  
Phone (662) 494-2712  
Fax (662) 494-4034*

*Sheriff  
Eddie Scott  
Chief Deputy  
Ramirez Williams  
Jail Administrator  
Anthony Cummings*

April 9, 2019

Extradition/Transport of Levi Sampson

False Pretense – Felony Capias

Correctional Industrial Facility  
5124 West Reformatory Road  
Pendleton, Indiana 46064

Frank Williamson  
Fred Brown

May 2 – 3, 2019

Lodging/Food for 2 days/1 night



Eric J. Holcomb  
Governor

Robert E. Carter Jr.  
Commissioner

**CORRECTIONAL INDUSTRIAL FACILITY**  
5124 West Reformatory Road, Pendleton, Indiana 46064  
Phone: (765) 778-8011 Fax (765) 778-0924

**TO: Clay County ME Sheriff's Dept**  
**Fax # 662-494-4034**

**RE: Sampson, Levi INDOC# 266283**  
**DOB: 9-15-1968**  
**Cause # 16-CR-115**

Our records indicate that this Offender has an open warrant/ detainer/community corrections out of your jurisdiction. His current Projected Release date from DOC is Friday, May 3, 2018. Can you please indicate below how you would like us to proceed and fax back to 765-778-5264, Thank you.

\*\*\*

If jail time is completed, what are the dates that the jail time took place  
DATES: \_\_\_\_\_

X

Warrant/Detainer/ Community Correction is active, will extradite. Will contact us with date/time.

\_\_\_\_\_

Warrant/Detainer/Community Correction is active, but we will not extradite, out of extradition range.

\_\_\_\_\_

No longer active, please attach paperwork showing dismissal, warrant/detainer withdraw, etc.

\_\_\_\_\_

Other \_\_\_\_\_

Signed by: Patty Stange, Records  
Name/Title  
662-494-7339  
Contact Info  
3-14-19  
Date

Please contact me at your earliest convince. PH: 765-778-8011 ext 1243 or thomas@idoc.in.gov or Fax: 765-778-5264



**THE MISSISSIPPI LAW ENFORCEMENT  
ACCREDITATION COMMISSION**

2 night  
June 26th  
27th

~~Handwritten scribbles~~



**ACCREDITATION MANAGERS  
TRAINING OFFICERS AND ASSESSORS  
SUMMER TRAINING MEETING  
GOLDEN NUGGET  
BILOXI, MISSISSIPPI  
JUNE 26-27, 2019**

*Jeremy Bell - to travel -*

**MISSISSIPPI LAW ENFORCEMENT ACCREDITATION COMMISSION**

**ACCREDITATION MANAGERS, TRAINING OFFICERS, AND ASSESSORS**

**SUMMER TRAINING MEETING**

**June 26-27, 2019**

**Accreditation Managers and Assessor Training**

**1:00 p.m. until 5:00 p.m. June 26, 2019**

**(Open to Training Officers and Accreditation Managers)**

**PowerDMS/PMAM Training Module and Assessor Training**

**9:00 a.m. until 2:00 p.m. June 27, 2019**

**(Open to Accreditation Managers and Training Officers)**

**Registration**

**(Deadline for registration is June 20, 2019)**

Name of Attendee: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Additional Attendees:

**There is no registration fee for the meeting. Your agency will be responsible for your meals and hotel room if you elect to spend the night(s) June 25-27, 2019 during the training.**

**The Mississippi Association of Chiefs of Police Conference is at the Golden Nugget June 25-28, 2019 and they are providing a training room for our meeting. In addition, we will be able to visit vendors and network with the Chiefs that are in attendance.**

**Please fill out and return to:**

**Bob Morgan**

**Standards and Training**

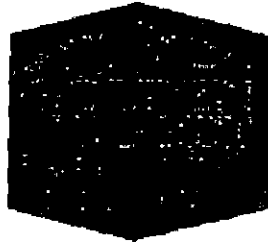
**1025 Northpark Dr.**

**Ridgeland, MS 39157**

**Or**

**[bmorgan@dps.ms.gov](mailto:bmorgan@dps.ms.gov)**

**Hotel Information**



*151 Beach Blvd*  
**Biloxi, Mississippi 39350**  
*Goldennugget.com/Biloxi/*

**Room Rate: \$109.00 per night plus \$9.00 per night resort fee.**  
**Additional local and state taxes applied if an exempt letter from your government agency is not presented at time of check in.**

**Payment options:**

**If payment by city check and requesting tax exemption, the check should be mailed to and received by the hotel two weeks prior to the conference check in date along with the tax exempt letter.**

**Payment by *city* credit card, tax exempt letter may be accepted at check-in with card.**

**\*\*Payment by personal credit card or cash, the hotel cannot honor a tax exempt letter\*\***

**Reservations may be made by  
Calling 1-800-777-7568 using promo code S196204 identify yourself  
With the meeting group: MS Association of Chiefs of Police**

**The Cutoff Date for room reservations will be 5:00 PM on  
June 4<sup>th</sup>, 2019.**

*Jeremy Bell*

Room Type	Additional Incidental Deposit	Method of Payment Accepted
Standard Guestroom	\$100.00 per stay	Credit Card, Debit Card

Room Rate = \$109.00 Mon-Thu Friday = \$199

All rates are subject to Harrison County room tax, currently five percent (5%), state sales tax of seven percent (7%) and a \$9.00 per night resort fee. County and state tax is subject to change without prior notice. *ALL hotel rooms are non-smoking. A \$200 charge will be assessed for smoking in a hotel room.*

Guestrooms must be occupied by and registered to at least one adult who is twenty-one years of age or older. Photo identification will be required at check-in.

**ARRIVAL/DEPARTURE**

Check-in time is after 4:00 p.m. Check-Out time is 11:00 a.m.

The Hotel will make the best effort to accommodate the requests for check-in prior to check-in time or late departures, based upon availability. *If rooms are available for check-in prior to 1:00 PM Central Time and guests chose to check-in, a \$15 early arrival fee will apply.*

**RESERVATION METHOD**

The room block will be established until the cut-off date June 4<sup>th</sup>, 2019.

All guests may make their reservations by calling our Reservations Department directly at 1-800-777-7568. In order to obtain your special group rate, the guests need to offer the reservation agent the **Group Promo Code S186117** or identify themselves as being with **MS Association Chiefs of Police**. All hotel rooms are non-smoking.

The Golden Nugget Biloxi requires a first night's deposit of room and tax, per room, to guarantee individual reservations. The Hotel accepts all major credit cards for the deposit and the credit card will be charged for the stipulated room and tax at time of reservation. Guests may cancel individual reservations up to 24-hours prior to arrival without penalty. Cancellations received inside of 24-hours of arrival will forfeit first night room and tax deposit. All guests will be required to provide a credit card upon check-in. Guests that do not cancel or do not check-in will be charged first nights rate and resort fee.

**CHECK-IN AUTHORIZATIONS**

Please be advised that the following payment/incidental deposits and authorizations are taken upon check-in.

Room & Tax for entire stay (unless billed to the master) + additional deposits outlined below - per night.



# EXHIBIT D

10

# LARRY BARTON

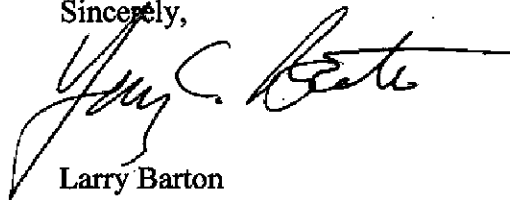
West Point, MS 39773

April 15, 2019

Dear Clay County Board of Supervisors:

Please except this letter as notice of my resignation as a member of the Clay County 911 Board effective April 25, 2019. It has been a privilege serving the citizens of Clay County. If I can be of any assistance during this transition, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry C. Barton", written in a cursive style.

Larry Barton

# EXHIBIT E

11

**Authorize Travel For the Following:**

- Veteran's Service Officer, Charles Tolliver, to travel to Gulfport, MS, May 22-24, 2019 for MS State Veteran Affairs School
- Supervisor Davis and Deanes to travel to Biloxi, MS, April 23-26, 2019, Planning and Development District Conference

M \_\_\_\_\_

S \_\_\_\_\_

**Authorize Travel For the Following:**

- Veteran's Service Officer, Charles Tolliver, to travel to Gulfport, MS, May 22-24, 2019 for MS State Veteran Affairs School
- Supervisor Davis and Deanes to travel to Biloxi, MS, April 23-26, 2019, Planning and Development District Conference

M 2

S 4



**Credit Card Authorization Request Form**

Date: 04/08/19

ATTN: Nikki Cude

This information is required to verify the credit card account name, number and signature. Reservation(s) will NOT be guaranteed until this completed authorization form is received back in our office within 24 hours.

I hereby authorize the charges of room, tax (12%) and/or incidentals only as outlined below to be charged by Beau Rivage to my credit card for the following guest(s). I understand that late cancellations and unused reservations are subject to a cancellation penalty charge which is non-refundable. Please be advised that the total authorized amount is due and your account will be charged upon completion of your credit card authorization form.

<u>Name of Guest(s)</u>	<u>Confirmation #</u>	<u>Arrival Date</u>	<u>Departure Date</u>	<u>1<sup>st</sup> Nt Dep</u>	<u>Total Stay</u>
R B Davis	790320109	04/23/19	04/26/19	\$171.73	\$582.39
Shelton Deanes	790320111	04/23/19	04/26/19	\$171.73	\$582.39

Room/Tax/Resort Fee Only

All nights' room/tax/resort fee(s) will be charged for the guest(s) listed above. Guest(s) must present a credit card at check-in for any incidentals.

All Charges (Room/Tax/Resort Fee/Incidentals)

All nights' room/tax/resort fee(s) and all incidental charges will be charged for the guest(s) listed above.

1<sup>st</sup> night's deposit (includes room/tax/resort fee)

ONLY the first night's room/tax/resort fee will be charged for the guest(s) listed above. Guest(s) must present a credit card at check-in for any incidentals or additional nights.

Incidentals Only

Guest(s) will be responsible for room/tax/resort fee(s) for their entire stay. Credit card holder is authorizing Beau Rivage to charge incidentals to the credit card listed below. Policy minimum of \$60 per stay will be authorized at time of check-in. The authorization 'hold' will fall off in 7-14 business days should there not be any incidentals charged to the room.

Tax Exemption: Yes  No

Letter of Exemption with Mississippi Seal must be returned with this form. All payments for tax exempt guests must be from the organization that is tax exempt. Payment will only be accepted from a company/organization credit card or check.

**ACCOUNT INFORMATION**

Credit Card Number: 4798 5100 4892 4175 Exp: 04/20

Card Holder's Name: Amy G. Berry, Clay County, MS Phone #: (662) 494-3124

Billing Address: P.O. Box 815 City/State/Zip: West Point, MS 39773

Signature of Cardholder: [Signature] Date: 4/9/2019

I do understand that this transaction is non-reversible unless the reservation(s) is/are canceled 24 hours prior to the arrival date. I acknowledge that all of the aforementioned charges will be processed to my credit card in the form of an advanced deposit for the person(s) designated above with exception of incidentals that will not be charged until time of checkout.

Our fax number is (228) 386-7446. For any questions, please contact us at 1-888-567-6667

*Request to travel*

# County Service Officer School May 22 - 24, 2019

**Location: Courtyard Gulfport Beachfront  
1600 E. Beach Blvd. Gulfport, MS 39501**

## REGISTRATION FORM

(Complete and return this form before May 1, 2019)

Name (please print): Charles Tolliver

Work Address: 218 W. Broad St P.O. Box 1203

County-City: Clay County West Point

Work Phone Number: 662 494 1554 Work Email: ctolliver@claycountymiss.gov

Are you the County Veteran Service Officer?  YES / NO

**There is No Registration Fee BUT Pre-registration is required to attend the training.**

Every County Veteran Service Officer (CVSO) in Mississippi is required to attend at least one of the training schools presented by the Mississippi State Veterans Affairs Board (SVAB) and each must successfully complete the testing. The CVSO training school will be held in Gulfport, MS at the Courtyard by Marriott Gulfport Beachfront. The training will be conducted from Wednesday, May 22, 2019 (starting at 12 noon) until Friday, May 24, 2019 (ending at 12 noon). Each person who attends the training will be required to complete the registration form, sign in each day at the training, and take a test before departing on Friday.

If you plan to attend the May 2019 CVSO training, return this completed registration form to the SVAB Claims Division office to ensure that you can attend the training. If you have questions or need additional information contact The SVAB Claims Division office.

### RETURN THIS FORM TO:

**MS STATE VETERAN AFFAIRS BOARD  
ATTN: CHUCK HOLIFIELD  
P.O. Box 55949  
Jackson, MS 39296  
Phone: (601) 364-7180  
Fax: (601) 364-7226  
Email: cholifield@vab.ms.gov**

February 27, 2019

To: Mississippi County Veteran Service Officers

Re: May 2019 CVSO Training

The Mississippi Code 35-3-21 requires the County Veteran Service Officers in Mississippi attend at least one of the schools of training provided by the MS State Veteran Affairs Board and pass a written exam. Each person who attends the training is required to sign in each day to verify attendance.

Courtyard by Marriott Gulfport Beachfront has graciously agreed to allow us the use of their facility for this training session. It is located at 1600 E. Beach Blvd. Gulfport, MS 39501.

Blocks of rooms have been reserved at the following hotel:

Courtyard by Marriott Gulfport Beachfront  
1600 E. Beach Blvd.  
Gulfport, MS 39501  
228-864-4310

Daily Room Rate: \$94/night (block reserved of 125 rooms)

Date to Reserve Room By: May 2, 2019

Hotel offers a breakfast that is not complimentary. Free wi-fi will be available throughout the hotel and public spaces. Tax exempt forms should be presented to the hotel at check-in. Cancellations should be made 72 hours in advance. Check-in time is 3:00 pm. Check-out time is 11:00 am. The deadlines for reserving a room are indicated above for the hotel. The group link to reserve your room is .

The agenda will be handed out at registration. **Please bring your training binder and material from 2018. We will only be providing updates, not new binders.** If you have questions or need additional information, contact the SVAB Claims Division office.

Chuck Holifield  
Claims Division Director  
Mississippi Veterans Affairs Board  
1600 E. Woodrow Wilson Blvd.  
Jackson, MS 39296  
Phone: (601) 364-7182  
Fax: (601) 364-7226  
Email: cholifield@vab.ms.gov





# Mississippi VA

DATE: 4-10-19

TO: Charles Tolliver

FAX: \_\_\_\_\_

NUMBER OF PAGES (Including Cover) 3

FROM: L. Misita, VSO 1

MESSAGE: Training, please return 1<sup>st</sup> page

3466 HWY. 80 EAST • P.O. BOX 5947 • PEARL, MS 39288-5947 • PHONE: 601-576-4850 • FAX: 601-576-4868

STACEY E. PICKERING  
Executive Director

JAMES H. GARNER  
Chairman  
Biloxi,  
Fifth Congressional District

MENDAL G. KEMP  
Vice-Chairman  
Madison,  
At Large

DEBORAH WALLEY COLEMAN  
Madison,  
At Large

MICHAEL J. MCGREVEY  
Decatur,  
Third Congressional District

DAVID H. McELREATH  
Oxford,  
First Congressional District

JAMES (MAX) FENN, JR  
Summit,  
Fourth Congressional District

GEORGE E. IRVIN, SR.  
Jackson,  
Second Congressional District

# EXHIBIT F



STATE OF MISSISSIPPI  
PHIL BRYANT  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
GARY C. RIGARD, EXECUTIVE DIRECTOR

April 5, 2019

Clay County Board of Supervisors  
Attn: Lynn Hurton, President  
P. O. Box 815  
West Point, MS 39773

Dear Ms. Hurton:

Our Department has completed a favorable review of the solid waste assistance grant application for non-competitive funds submitted on behalf of the Clay County Board of Supervisors. Based on this review, the County's grant request in the amount of \$11,486.00 has been preliminarily approved, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include conditions for the "Solid Waste Enforcement Officer Program" proposed by the County.

The formal grant agreement has been enclosed for the County's review and signature. **Please have your Board President sign each of the three copies of the agreement and return all three signed copies within 15 days of signature to Ms. Lenora Townsend in our Contracts Department.** Please contact my office at (601) 961-5174 if you have any questions concerning your grant award.

Sincerely,

A handwritten signature in black ink that reads "Tonisha Rogers".

Tonisha Rogers, Coordinator  
Grants/Management Support Branch

Enclosures

OFFICE OF POLLUTION CONTROL  
POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • [www.deq.state.ms.us](http://www.deq.state.ms.us)  
AN EQUAL OPPORTUNITY EMPLOYER



# Clay County Board of Supervisors

Post Office Box 815  
West Point, Mississippi 39773  
Telephone: (662) 494-331  
Facsimile: (662) 492-4059  
Website: claycountymiss.com  
E-mail: aberry@claycounty.ms.gov

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

April 22, 2019

Mississippi Department of  
Environmental Quality  
Contracts Department  
Attn: Lenora Townsend  
Post Office Box 2261  
Jackson, MS 39225-2261

Re: *Mississippi Department of Environmental Quality Assistance Agreement  
Solid Waste Assistance Grant Application for Clay County, Mississippi*

Dear Ms. Townsend:

In connection with the above referenced matter, please find enclosed three agreements which have been executed by the Clay County Board of Supervisors. After the agreements have been executed by the Mississippi DEQ, please forward a complete copy to me.

Should you need anything further from our office at this time, please advise. With best wishes, I remain,

Very truly yours,

Amy G. Berry, Chancery Clerk of  
Clay County, Mississippi

USPS TRACKING #  
& CUSTOMER  
RECEIPT

9114 9999 4431 3543 6045 58  
For Tracking or inquiries go to USPS.com  
or call 1-800-222-1811.

<b>MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT</b>		<b>ASSISTANCE ID NO:</b> SW#1199	
		<b>DATE OF STAFF APPROVAL</b> 04/05/2019	
<b>AGREEMENT TYPE</b>		<b>RECIPIENT TYPE</b>	
Cooperative Agreement		COUNTY	
Grant Agreement	X	TAX ID NO.	
Assistance Amendment			
<b>RECIPIENT</b>	<b>PROJECT MANAGER</b>		
CLAY COUNTY BOARD OF SUPERVISORS P. O. BOX 815 WEST POINT, MS 39773	LYNN HURTON PRESIDENT		
<b>ISSUING OFFICE</b>	<b>PROJECT MANAGER</b>		
MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	TONISHA ROGERS COORDINATOR, GRANT MANAGEMENT PROGRAM		
<b>ASSISTANCE PROGRAM</b>	<b>STATUTORY AUTHORITY</b>		
LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	SECTION 17-17-85, MS CODE ANN.		
<b>PROJECT TITLE AND DESCRIPTION</b>			
SOLID WASTE ENFORCEMENT OFFICER			
<b>PROJECT LOCATION</b>		<b>PROJECT PERIOD</b>	
CITY		The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2020	
COUNTY	CLAY		
STATE	MS	<b>TOTAL PROJECT COST</b>	
		<b>\$11,486.00</b>	
<b>FUNDS</b>	<b>Former Award</b>	<b>This Action</b>	<b>Amended Total</b>
MDEQ Amount This Action-- (4049)		\$ 11,486.00	
Recipient Contribution			
Other Contribution			
<b>Total Project Cost</b>		\$ 11,486.00	
<b>APPROVED BUDGET</b>			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other		\$ 11,486.00	
<b>Total Charges</b>		\$ 11,486.00	
<b>METHOD OF PAYMENT</b>			
Advance			
Reimbursement	X		

**SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT  
(Local Governments Solid Waste Assistance Grants Program)**

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supersede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Clean-Up Projects - Responsible Party Obligations

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

4. Solid Waste Enforcement Officer Projects

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);
- b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. Household Hazardous Waste Collection Project (HHW)

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

- a) Description of the public notification efforts for the event;
- b) Amounts of waste collected, by type;
- c) Cost summary;
- d) Number of residents participating in the HHW collection day event.
- e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. Disposal of Wastes

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

**STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS**

1. Work Plan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.



5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;
  2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
  3. Wholly or partly suspend or terminate the current award for the Recipient's program.
  4. Withhold further awards for the program, or
  5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
  2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or

B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.


The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CLAY COUNTY BOARD OF SUPERVISORS** approved costs incurred up to and not exceeding **\$11,486.00** for the support of approved budget period effort described in application (including all application modifications) cited in **SOLID WASTE ENFORCEMENT OFFICER**.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Gary C. Rikard  
Executive Director

\_\_\_\_\_  
Date

CLAY COUNTY BOARD OF SUPERVISORS  
\_\_\_\_\_  
Authorized Signature



\_\_\_\_\_  
Date 4/15/2019

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SW#1199

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CLAY COUNTY BOARD OF SUPERVISORS** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ \_\_\_\_\_, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

**CLAY COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Authorized Signature

ATTACHMENT A  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
ATTN: INVOICES  
P. O. BOX 2369  
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient \_\_\_\_\_ Grant Agreement No. \_\_\_\_\_  
Address \_\_\_\_\_ Person preparing report: \_\_\_\_\_  
\_\_\_\_\_ Telephone number: \_\_\_\_\_  
\_\_\_\_\_ Request period: From \_\_\_\_\_ To \_\_\_\_\_

1. Amount of this payment request: \$ \_\_\_\_\_
2. Total amount of grant: \$ \_\_\_\_\_
3. Total prior payments approved: \$ \_\_\_\_\_
4. Total funds requested to date (*line 1 plus line 3*): \$ \_\_\_\_\_
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ \_\_\_\_\_

---

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ \_\_\_\_\_
7. Amount contributed by recipient to date: \$ \_\_\_\_\_
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ \_\_\_\_\_

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Date

# EXHIBIT G





Golden Triangle  
Development  
**LINK**

# Invoice

Date	Invoice #
4/2/2019	25579

PO Box 1328  
Columbus, MS 39703

<b>Bill To</b>
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Calvert Spradling invoice 8036	597.50
Clay County Reimbursement	Calvert Spradling invoice 8037	747.50
Clay County Reimbursement	Jones Walker invoice 977202	2,386.50

Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 5%. The Link's dues and Trust fees are not deductible as charitable contribution.

<b>Total</b>	\$3,731.50
--------------	------------

Calvert-Spradling Engineers, Inc  
 P. O. Drawer 1078  
 West Point, MS 39773  
 662-494-7101

Code 1012 452 436  
 Approval \_\_\_\_\_  
 Approval \_\_\_\_\_

Golden Triangle Development Link  
 P. O. Box 1328  
 Columbus, MS 39703

Invoice number 8036  
 Date 03/27/2019

Project 219-040 LINK - PROJECT TRINITY 2019

Labor

	Date	Hours	Rate	Billed Amount
Robert Calvert Jr 170 - COMPUTER DESIGN	03/20/2019	6.00	70.00	420.00
	03/22/2019	4.00	70.00	280.00
Robert L. Calvert 260 - HOURLY ENGINEER	03/20/2019	2.50	190.00	475.00
	03/21/2019	1.00	190.00	190.00
Stanley J. Spradling 260 - HOURLY ENGINEER	03/20/2019	0.50	190.00	95.00
	03/21/2019	0.50	190.00	95.00
	03/22/2019	1.25	190.00	237.50
<i>Caledonia</i>				
Labor subtotal		15.75		1,792.50
			Invoice total	1,792.50

*3%*  
*597.50*

Approved by:

*Robert L. Calvert*

Robert L. Calvert

Calvert-Spradling Engineers, Inc  
P. O. Drawer 1078  
West Point, MS 39773  
662-494-7101

Code U12  
Approval \_\_\_\_\_  
Approval \_\_\_\_\_

Golden Triangle Development Link  
P. O. Box 1328  
Columbus, MS 39703

Invoice number 8037  
Date 03/27/2019

Project **219-005 GTR LINK - PROJECT TRIDENT  
(CLAY CO.)**

Labor

	Date	Hours	Rate	Billed Amount
John C. Freeman 312 - PROJECT ENGINEER	03/12/2019	2.00	125.00	250.00
Matthew T. Forrester 315 - ENGINEERING	03/08/2019	1.50	110.00	165.00
<i>Conference Call with Link, TVA, Industry Consultant</i>				
Robert L. Calvert 260 - HOURLY ENGINEER	03/08/2019	1.00	190.00	190.00
Stanley J. Spradling 260 - HOURLY ENGINEER	02/26/2019	0.50	190.00	95.00
<i>RFI response</i>	03/07/2019	0.25	190.00	47.50
	<b>Labor subtotal</b>	<b>5.25</b>		<b>747.50</b>
			<b>Invoice total</b>	<b>747.50</b>

Approved by:

*Robert L. Calvert*

Robert L. Calvert

**JONES WALKER LLP**  
 Alabama, Arizona, District of Columbia, Florida  
 Georgia, Louisiana, Mississippi, New York, Texas

FED. I.D.# 72-0445111

VIA EMAIL: JPRIDMORE@GTRLINK.ORG

MARCH 29, 2019  
 INVOICE NO. 977202

RE: GENERAL PROJECT ADVICE - CLAY COUNTY

FILE NO. 140681-02

FOR PROFESSIONAL SERVICES RENDERED:

DATE	INIT	ACTION		HOURS
01/16/19	CSP	REVIEW INITIAL DRAFT OF OPTION CONTRACT WITH LITWILLER FAMILY; RELATED CORRESPONDENCE WITH Z. BRANSON.	.70	297.50
01/25/19	CSP	REPLY TO MULTIPLE EMAILS FROM A. BERRY TO ADVISE SAME RE MOU TERMS FOR INSIDE THE FENCE GRANT DOLLARS FOR YOKOHAMA PROJECT; REVIEW MOU RE SAME.	.30	127.50
01/28/19	CSP	FURTHER EMAIL CORRESPONDENCE WITH J. HIGGINS ADVISING SAME RE PROPOSED CONVEYANCE OF CCEDD PROPERTY FOR FARMING PURPOSES AND RECENT AG OPINION REQUESTED AND RECEIVED BY SAME.	.10	42.50
02/06/19	ACT	EMAIL TO C. PACE RE TITLE WORK; REVIEW EMAIL FROM Z. BRANSON; COMPLETE ORDER FORMS FOR BOTH PROPERTIES FOR TITLE SEARCHES	.30	112.50
02/08/19	ZWB	REVIEW AND REVISE EMAIL FROM C. PACE ANALYZING AND SUMMARIZING STATUS OF AIRPORT AD VALOREM TAX BILL	.50	130.00
02/11/19	CSP	REVIEW COMMENTS TO OPTION CONTRACT RECEIVED FROM C. LITWILLER; RELATED CORRESPONDENCE WITH J. HIGGINS RE SAME; EDIT AND REVISE CONTRACT PER SAME.	.30	127.50

GOLDEN TRIANGLE DEVELOPMENT LINK  
 MARCH 29, 2019  
 INVOICE NO.: 977202  
 FILE NUMBER: 140681-02

PAGE 2

02/20/19 CSP PARTICIPATE IN CONFERENCE CALL WITH J. HIGGINS AND C. LITWILLER TO DISCUSS AND NEGOTIATE TERMS AND CONDITIONS IN LITWILLER OPTION CONTRACT;	.50	212.50
02/21/19 CSP PER INPUT FROM J. HIGGINS AND C. LITWILLER, EDIT AND REVISE OPTION CONTRACT FOR LITWILLER PROPERTY TO ADDRESS CROP LOSS ISSUES; CIRCULATE REVISED DRAFT TO C. LITWILLER FOR REVIEW AND COMMENT.	.70	297.50
02/22/19 CSP REVIEW FEEDBACK RE OPTION CONTRACT FROM C. LITWILLER RECEIVED VIA EMAIL; REVISE OPTION ACCORDINGLY AND REVERT REVISED DRAFT BACK TO SAME.	.50	212.50

TOTAL HOURS: 3.90

TOTAL FEES: \$1,560.00

*-----TIME AND FEE SUMMARY-----*			
*-----TIMEKEEPER-----*	RATE	HOURS	FEES
CHRISTOPHER S. PACE	425.00	3.10	1317.50
ZACHARY W. BRANSON	260.00	.50	130.00
ANN CORSO TAYLOR	375.00	.30	112.50
TOTALS		3.90	1560.00

COSTS INCURRED:

02/19/19 OTHER - FIRST AMERICAN ABSTRACT CO. - ABSTRACT	433.50
02/19/19 OTHER - FIRST AMERICAN ABSTRACT CO. - ABSTRACT	393.00
TOTAL COSTS:	\$826.50

COST SUMMARY

E124	OTHER	826.50
		-----
		826.50

TOTAL FEES AND COSTS: \$2,386.50

GOLDEN TRIANGLE DEVELOPMENT LINK  
MARCH 29, 2019  
INVOICE NO.: 977202  
FILE NUMBER: 140681-02

PAGE 3

FILE NAME: GENERAL PROJECT ADVICE - CLAY COUNTY

\* \* \* R E M I T T A N C E C O P Y \* \* \*

TOTAL FEES:	\$1,560.00
TOTAL COSTS:	\$826.50
LESS CREDITS:	\$0.00
TOTAL CURRENT FEES AND COSTS DUE	----- \$2,386.50

BALANCE DUE ON PRIOR INVOICES:

DATE	INVOICE NO.	BALANCE
09/27/18	953974	\$2679.50

TOTAL PRIOR INVOICES DUE: \$2,679.50  
-----

TOTAL AMOUNT DUE: \$5,066.00  
=====

PLEASE SEND PAYMENT AND REMITTANCE COPY TO:

JONES WALKER LLP  
201 St. Charles Ave. - 50th Floor  
New Orleans, Louisiana 70170-5100

GOLDEN TRIANGLE DEVELOPMENT LINK  
MARCH 29, 2019  
INVOICE NO.: 977202  
FILE NUMBER: 140681-02

PAGE 4

IF YOU PREFER TO REMIT VIA WIRE TRANSFER OR ACH CREDIT, OUR BANKING  
INSTRUCTIONS ARE:

Iberia Bank  
New Orleans, Louisiana  
ABA Number: 265270413  
Account Number: 20000247731  
Account Name: Jones Walker LLP

PLEASE INCLUDE OUR INVOICE NUMBER(S) IN THE WIRE OR ACH TEXT OR E-MAIL  
APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

GOLDEN TRIANGLE DEVELOPMENT LINK  
MARCH 29, 2019  
INVOICE NO.: 977202  
FILE NUMBER: 140681-02

PAGE 5

WE TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE APPRECIATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S. PACE IN JACKSON OR OUR CREDIT MANAGER AT (504)582-8220.

ATLANTA, GA (404)870-7500  
BATON ROUGE, LA (225)248-2000  
BIRMINGHAM, AL (205)244-5200  
HOUSTON, TX (713)437-1800  
JACKSON, MS (601)949-4900  
LAFAYETTE, LA (337)593-7600  
MIAMI, FL (305)679-5700  
MOBILE, AL (251)432-1414  
NEW ORLEANS, LA (504)582-8000  
NEW YORK, NY (646)512-8101  
PHOENIX, AZ (602)366-7889  
TALLAHASSEE, FL (850)425-7800  
WASHINGTON, DC (CAPITOL HILL) (202)203-1000  
WASHINGTON, DC (DOWNTOWN) (202)434-4660  
THE WOODLANDS, TX (281)296-4400

\*\*\*\*\*



- OPERATING
- TRUST
- BARONNE TITLE
- BARONNE TITLE OF ALABAMA LLC

**REQUEST FOR CHECK DISBURSEMENT**

CLIENT NO.	CLIENT & FILE TITLE <b>Golden Triangle Clay County</b>	DATE <b>February 14, 2019</b>
FILE NO. <b>14068102</b>		
PAYABLE TO: <b>First American Abstract Company</b>		AMOUNT <b>\$828.20</b>
		MAIL CHECK <input checked="" type="checkbox"/>
		RETURN CHECK TO
PAYMENT FOR: <b>9692 - 274559597 / 2745-4240118 9692 - 274559596 / 2745-4240097</b>		NAME <b>Chris Pace</b>
		SIGNATURE <i>Chris Pace</i>

**FOR ACCOUNTING USE ONLY**

VENDOR NUMBER <b>21331 #1</b>	VOUCHER NUMBER	ACCOUNT NUMBER	AMOUNT <b>\$828.20</b>
----------------------------------	----------------	----------------	---------------------------

FORM A-8 (REV. 03/11)

**CHOOSE ONE CODE THAT DESCRIBES THE DISBURSEMENT**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> TRUST CHECK</li> <li><input checked="" type="checkbox"/> OTHER EXPENSES FOR TRANSACTIONAL MATTERS OR GENERAL OFFICES<sup>(1)</sup> - E124</li> <li><input type="checkbox"/> OTHER EXPENSES FOR LITIGATION MATTERS - E118</li> <li><input type="checkbox"/> ARBITRATORS/MEDIATORS - E121</li> <li><input type="checkbox"/> COURT FEES - E112</li> <li><input type="checkbox"/> DELIVERY SERVICES/MESSENGERS - E107</li> <li><input type="checkbox"/> DEPOSITION TRANSCRIPTS - E115<br/>VENDOR ID _____</li> <li><input type="checkbox"/> EXPERTS - E119<br/>VOUCHER ID _____</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> LOCAL COUNSEL - E122</li> <li><input type="checkbox"/> MEALS - E111</li> <li><input type="checkbox"/> OTHER PROFESSIONALS - E123</li> <li><input type="checkbox"/> OUTSIDE PRINTING - E102</li> <li><input type="checkbox"/> PRIVATE INVESTIGATORS - E120</li> <li><input type="checkbox"/> SUBPOENA FEES - E113</li> <li><input type="checkbox"/> TRIAL EXHIBITS - E117</li> <li><input type="checkbox"/> TRIAL TRANSCRIPTS - E116</li> <li><input type="checkbox"/> WITNESS FEES - E114</li> </ul> |
|--|--|

**FEB 15 2019**

G/L# \_\_\_\_\_  
File \_\_\_\_\_  
Sep. Ck. Y N

**(1) GENERAL OFFICE EXPENSES ARE NOT CHARGEABLE TO A BILLABLE MATTER (e.g. CLE, DUES, etc.). ALL CLE AND DUES CHECK REQUESTS MUST BE SUBMITTED WITH THE APPROVAL OF THE PRACTICE GROUP LEADER**



**First American Abstract Company**  
2001 Airport Road, Suite 301  
Flowood, MS 39232  
Phone: (601)366-1223 / Fax: (866)581-6510

FR: 12000

Ofc: 2745 (9692)

**Final Invoice**

**To:** Jones Walker, LLP  
P.O. Box 427  
Jackson, MS 39205-0427

**Invoice No.:** 9692 - 274559596  
**Date:** 02/13/2019

**Our File No.:** 2745-4240097  
**Title Officers:**  
**Escrow Officers:**

**Customer ID:** 2861221

**Attention:** Ann Taylor  
**Your Ref.:** 140684-00 (Litwiller)  
**RE: Property:**  
1498 East Hazelwood Road, West Point, MS

**Liability Amounts**

**Buyers:** Golden Triangle Development LINK  
**Sellers:** Wayne E. Litwiller, Leann K. Litwiller

Description of Charge	Invoice Amount
Copies	\$83.50
Abstracted Title Search	\$350.00

**INVOICE TOTAL** \$433.50

**Comments:**

**Thank you for your business!**

*To assure proper credit, please send a copy of this invoice and Payment to:*  
**Attention: Accounts Receivable Department**  
2001 Airport Road, Suite 301  
Flowood, MS 39232

- OPERATING
- TRUST
- BARONNE TITLE
- BARONNE TITLE OF ALABAMA LLC

**REQUEST FOR CHECK DISBURSEMENT**

CLIENT NO.	CLIENT & FILE TITLE <b>Golden Triangle Clay County</b>	DATE <b>February 14, 2019</b>
FILE NO. <b>14068102</b>		
PAYABLE TO: <b>First American Abstract Company</b>		AMOUNT <b>\$826.20</b>
		MAR. CHECK <input checked="" type="checkbox"/>
		RETURN CHECK TO
PAYMENT EQS: 9692 - 274559597 / 2745-4240118 9692 - 274559596 / 2745-4240097		NAME <b>Chris Pace</b>
		SIGNATURE <i>Chris Pace</i>

FOR ACCOUNTING USE ONLY

VENDOR NUMBER <b>21331 #1</b>	VOUCHER NUMBER <b>1005358</b>	ACCOUNT NUMBER	AMOUNT <b>\$826.20</b>
----------------------------------	----------------------------------	----------------	---------------------------

FORM A-8 (REV. 03/11)

**CHOOSE ONE CODE THAT DESCRIBES THE DISBURSEMENT**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> TRUST CHECK</li> <li><input checked="" type="checkbox"/> OTHER EXPENSES FOR TRANSACTIONAL MATTERS OR GENERAL OFFICE<sup>(1)</sup> - E124</li> <li><input type="checkbox"/> OTHER EXPENSES FOR LITIGATION MATTERS - E118</li> <li><input type="checkbox"/> ARBITRATORS/MEDIATORS - E121</li> <li><input type="checkbox"/> COURT FEES - E112</li> <li><input type="checkbox"/> DELIVERY SERVICES/MESSENGERS - E107</li> <li><input type="checkbox"/> DEPOSITION TRANSCRIPTS - E115</li> <li><input type="checkbox"/> EXPERTS - E119</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> LOCAL COUNSEL - E122</li> <li><input type="checkbox"/> MEALS - E111</li> <li><input type="checkbox"/> OTHER PROFESSIONALS - E123</li> <li><input type="checkbox"/> OUTSIDE PRINTING - E102</li> <li><input type="checkbox"/> PRIVATE INVESTIGATORS - E120</li> <li><input type="checkbox"/> SUBPOENA FEES - E113</li> <li><input type="checkbox"/> TRIAL EXHIBITS - E117</li> <li><input type="checkbox"/> TRIAL TRANSCRIPTS - E116</li> <li><input type="checkbox"/> WITNESS FEES - E114</li> </ul> |
|--|--|

FEB 15 2019

GAL# \_\_\_\_\_  
 File \_\_\_\_\_  
 Sep. Ck. Y N

**(1) GENERAL OFFICE EXPENSES ARE NOT CHARGEABLE TO A BILLABLE MATTER (e.g. CLE, DUES, etc.). ALL CLE AND DUES CHECK REQUESTS MUST BE SUBMITTED WITH THE APPROVAL OF THE PRACTICE GROUP LEADER.**



**First American Abstract Company**  
2001 Airport Road, Suite 301  
Flowood, MS 39232  
Phone: (601)366-1222 / Fax: (666)581-6310

PR: 12000

Ofc: 2745 (9692)

**Final Invoice**

To: Jones Walker, LLP  
P.O. Box 427  
Jackson, MS 39205-0427

Invoice No.: 9692 - 274559597  
Date: 02/13/2019

Our File No.: 2745-4240118  
Title Officer:  
Escrow Officer:

Customer ID: 2861221

Attention: Ann Taylor  
Your Ref: 140681-00 (Tkach Land Partnership)  
RE: Property:  
Sec 35, T16, R6E, Clay Co, MS

Liability Amounts

Buyers: Golden Triangle Development LINK  
Sellers: Tkach Land Partnership

Description of Charge	Invoice Amount
Copies	\$43.00
Abstracted Title Search	\$350.00

**INVOICE TOTAL** \$393.00

**Comments:**

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:  
Attention: Accounts Receivable Department  
2001 Airport Road, Suite 301  
Flowood, MS 39232*

# EXHIBIT H

**STEWART S. STAFFORD**

POST OFFICE BOX 862  
COLUMBUS, MISSISSIPPI 39703

January 25, 2019

Mr. Robert L. Calvert, PE / PLS  
Engineer for Clay County, Mississippi  
Post Office Drawer 1078  
West Point, Mississippi 397773

RE: Real Estate Appraisal of Approximately 0.3481 Acres  
Of Land To Be Acquired From LB, LLC

Mr. Calvert,

In response to your request and authorization, I have conducted the investigation and analysis necessary to form an opinion of the market value, for just compensation, of the indicated property which is contemplated for acquisition by the Clay County, Mississippi.

Based on the inspection of the property and the investigation and analysis undertaken, I have formed the opinion that as of December 10, 2018, and subject to the assumptions and limiting conditions set forth in this report, the subject property, as it currently exists, has a "before" market value, an "after" market value considering damages, and the resulting just compensation of:

LAND VALUE BEFORE THE ACQUISITION	\$ 928,000
Exclusive of Improvements	
LAND VALUE AFTER THE ACQUISITION	<u>\$ 927,443</u>
Exclusive of Improvements	
JUST COMPENSATION	\$ 557
Allocated to:	
0.3481 Acres to be acquired	\$ 557
Damages to the remainder	None

**STEWART S. STAFFORD**

POST OFFICE BOX 862  
COLUMBUS, MISSISSIPPI 39703

January 25, 2019

Mr. Robert L. Calvert, PE / PLS  
Engineer for Clay County, Mississippi  
Post Office Drawer 1078  
West Point, Mississippi 397773

RE: Real Estate Appraisal of Approximately 0.231 Acres  
Of Land To Be Acquired From  
Monroe Kut, Inc.

Mr. Calvert,

In response to your request and authorization, I have conducted the investigation and analysis necessary to form an opinion of the market value, for just compensation, of the indicated property which is contemplated for acquisition by the Clay County, Mississippi.

Based on the inspection of the property and the investigation and analysis undertaken, I have formed the opinion that as of December 10, 2018, and subject to the assumptions and limiting conditions set forth in this report, the subject property, as it currently exists, has a "before" market value, an "after" market value considering damages, and the resulting just compensation of:

LAND VALUE BEFORE THE ACQUISITION	\$ 511,920
Exclusive of Improvements	
LAND VALUE AFTER THE ACQUISITION	<u>\$ 511,550</u>
Exclusive of Improvements	
<b>JUST COMPENSATION</b>	<b>\$ 370</b>
Allocated to:	
0.231 Acres to be acquired	\$ 370
Damages to the remainder	None

# EXHIBIT H-1



**NOTICE TO BIDDERS**

**Regarding: Clay County Justice Complex  
Courtrooms Sound Reinforcements Systems, Visual Display Systems and  
Software Configuration**

Whereas, the Clay County Board of Supervisors having met in regular session on the 15<sup>th</sup> day of April 2019 did find as follows:

Whereas, a motion was made and duly seconded authorizing the clerk to advertise for bids for fixtures, equipment and software configuration for three (3) courtrooms of the Clay County Justice Complex. It appears to the Board that bids will be accepted Monday, May 6, 2019 on or before 9:00a.m. (Central Standard Time) in the Chancery Clerks Office located in the Clay County Courthouse at 365 Court Street, West Point, Mississippi 39773 to be opened, evaluated by the Architect, and presented to the Board of Supervisors at their meeting that day for approval.

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, Mississippi 39773 or may be mailed to: P.O. Box 815, West Point, Mississippi 39773 on or before 9:00a.m. (Central Standard Time), May 6, 2019. Mailed bids shall be clearly marked: **Clay County Justice Complex Courtrooms Sound Reinforcement system, Visual Display Systems and Software Configuration.**

No bid bond is required. No performance/payment bond is required.

**CERTIFICATE OF RESPONSIBILITY:** All bids submitted by a prime or subcontractor for public works or public projects where said bid is in excess of fifty thousand dollars (\$50,000) to perform contracts enumerated in Section 31-3-21, Mississippi Code of 1972, shall contain on the outside or exterior of the envelope or container of such bid the contractor's current certificate number. No bid shall be opened or considered unless such contractor's current certificate number appears on the outside or exterior of said envelope or container or unless there appears a statement on the outside or exterior of such envelope or container to the effect that the bid enclosed therewith does not exceed fifty thousand dollars (\$50,000).

The Clay County Board of Supervisors reserves the right to reject any and all bids and to waive any and all formalities with the acceptance and rejection of the bids.

After motion by Shelton Deanes and second by Luke Lummus this board doth vote unanimously in favor of the motion.

So ordered this 15<sup>th</sup> day of April 2019.

\_\_\_\_\_/s/ R. B. Davis\_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_/s/ Amy G. Berry\_\_\_\_\_  
Chancery Clerk

**Publication:**

4/21/2019  
4/28/2019

# EXHIBIT H-2

**NOTICE OF HEARING**

The Clay County Board of Supervisors will hold a public hearing on considering the passage of an **ORDINANCE PROHIBITING THE USE, PURCHASE, POSSESSION, DISTRIBUTION, SALE OR OFFERING FOR SALE OF SYNTHETIC CANNABINOIDS OR OTHER SYNTHETIC PRODUCTS** on Monday, May 6, 2019, at 9:00 a.m. at the Clay County Courthouse.

Any Citizen of Clay County, Mississippi is invited to attend this public hearing on the proposed ordinance and will be allowed a reasonable amount of time to speak and voice any concern.

If you should have any further questions, please do not hesitate to contact Amy Berry, Chancery Clerk at (662) 494-3124 or [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov) .

SO ORDERED this the 15<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
R. B. Davis  
President  
Clay County Board of Supervisors

\_\_\_\_\_  
Amy G. Berry  
Chancery Clerk  
Clay County MS

# EXHIBIT I

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on April 13<sup>th</sup>, 2019, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flash Flooding + Winds a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on April 13<sup>th</sup>, 2019, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey J. Williams, EMA Director is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

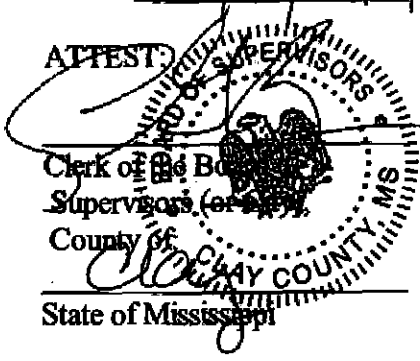
DATE: 4/15/2019 [Signature] Mayor (Board President)

ATTEST: [Signature] Board Member

[Signature] Board Member

[Signature] Board Member

[Signature] Board Member



**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

WHEREAS, Clay County the ~~City Council~~/or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City/County, caused by Flash Flooding + Winds  
(Severe storm, tornado, damaging winds, flash flooding, river flooding)

~~drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)~~

commencing on or about 10 AM/PM on the 13<sup>th</sup> day of April, 2019; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

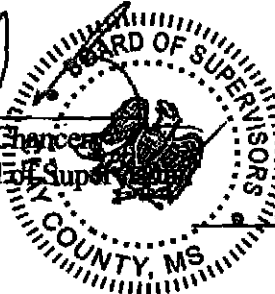
NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City/County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the ~~City Council~~/ Board of Supervisors of the ~~City~~/ County of Clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City/ County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City/ County Emergency Operations Plan.

DATE: 4/15/2019

ATTEST:

[Signature]  
Clerk of City/ Chancery  
Clerk for Board of Supervisors



Clay  
City/ or County, State of MS

[Signature]  
Mayor / President of Board of Supervisors

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

# EXHIBIT J

**EDWARDS, STOREY, MARSHALL, HELVESTON & EASTERLING, LLP**

**ATTORNEYS AT LAW**

**A.M. EDWARDS, JR.**  
1926-2007

**P.O. BOX 835 529 E. BROAD STREET  
WEST POINT, MS 39773  
PHONE: (662) 494-5184 FAX: (662) 494-4836  
E-MAIL: [esmhe@esmhe.net](mailto:esmhe@esmhe.net)  
WEBSITE: <http://www.esmhe.net>**

**THOMAS B. STOREY, JR.  
ROBERT B. MARSHALL, JR  
JAMES C. HELVESTON  
MICHELLE D. EASTERLING**

April 9, 2019

*Via Hand Delivery*

Mrs. Amy Berry  
Chancery Clerk of Clay County, Mississippi  
P. O. Box 815  
West Point, MS 398773

Re: Clay County, Mississippi – Riceco, LLC Transaction

Dear Amy:

Enclosed please find Riceco, LLC's certified check made payable to Clay County, Mississippi in the amount of Thirty Eight Thousand Three Hundred Seventeen and 40/100 Dollars (\$38,317.40). This check represents payment in full of the Lessee's obligations under the terms of the Lease Agreement entered into by Clay County, Mississippi and Long Branch Company, Inc. on August 16, 2010. Said Lease is recorded in Deed Book 287 at page 227 in the office of the Chancery Clerk of Clay County, Mississippi. As you know, this Lease was subsequently assigned to Riceco, LLC.

This is also to request a Warranty Deed from Clay County, Mississippi to Riceco, LLC conveying the property included in the original lease and the Amendment to Lease executed on May 6, 2016 and recorded in Deed Book 294 at page 662 in the Office of the Chancery Clerk of Clay County, Mississippi. Please let me know if you need anything else in connection with this transaction.

Very truly yours,

EDWARDS, STOREY, MARSHALL, HELVESTON & EASTERLING, LLP

By:  James C. Helveston

JCH/clm

cc: Honorable Angela Turner Ford



Prepared by:  
Angela Turner Ford  
Turner Law Offices, P.L.L.C.  
Post Office Drawer 1500  
West Point, MS 39773  
(662) 494-6611

Return to:  
Angela Turner Ford  
Turner Law Offices, P.L.L.C.  
Post Office Drawer 1500  
West Point, MS 39773  
(662) 494-6611

STATE OF MISSISSIPPI  
COUNTY OF CLAY

**WARRANTY DEED**

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Clay County, Mississippi  
P.O. Box 815  
365 Court Street  
West Point, MS 39773  
(662) 494-3124

does hereby warrant and convey its interest in the following described tracts of land to:

Riceco, LLC  
1319 West Church Hill Road  
P.O. Box 1135  
West Point, Mississippi 39773

with said tracts of land being situated and located in the County of Clay, State of Mississippi, to-wit:

(See Exhibit A attached)

INDEXING INSTRUCTIONS: Three tracts of land in the SE Quarter of Section 2, T-17-S, R-6-E, Clay County, Mississippi.


THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:


1. Mineral reservations and conveyances, if any, by prior owners.
2. Taxes for the year 2019 to be paid by Grantee.
3. All other rights-of-way and easements affecting said property, including, by way of illustration, but not limitation, rights-of-way and easements for public roads,

**Book DEED 301 Pg 509  
Instrument 2019001435**

rights-of-way for ingress and egress granted to individuals and/or entities, rights-of-way and easements for telephone/communication lines, and rights-of-way and easements for natural gas pipelines.

WITNESS OUR SIGNATURES, on this the 15<sup>th</sup> of April, 2019.

  
R.B. DAVIS, IN HIS OFFICIAL CAPACITY AS PRESIDENT OF THE CLAY COUNTY BOARD OF SUPERVISORS

  
RICECO, LLC

STATE OF MS  
COUNTY OF Clay

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of April, 2019, within my jurisdiction the within named R.B. Davis, in his official capacity as President of the CLAY COUNTY BOARD OF SUPERVISORS, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.



  
NOTARY PUBLIC

My Commission Expires January 6, 2020  
My Commission Expires: \_\_\_\_\_

Book DEED 301 Pg 510  
Instrument 2019001435

STATE OF MS

COUNTY OF Clay

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of April, 2019, within my jurisdiction the within named Larry Rice, in his official capacity as President of RICECO/LLC, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.



[Signature]  
NOTARY PUBLIC

My Commission Expires: My Commission Expires January 6, 2020

Book DEED 301 Pg 511  
Instrument 2019001435

**EXHIBIT "A"**

**TRACT A:**

A parcel of land located in the Southeast Quarter of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi, being more particularly described as follows:

Commencing at the point of intersection of the West right-of-way of Old Aberdeen Road (Eshman Avenue) with the South boundary of above said Section 2, run thence North 00 degrees 39 minutes 40 seconds East along said West right-of-way line 1770.5 feet to the intersection of said West right-of-way line with the South right-of-way line of Industrial Access Road, thence run North 89 degrees 38 minutes 11 seconds West along the South right-of-way line of Industrial Access Road 1003.6 feet to an existing iron pin located at the Northeast corner of the Edward Todd property as described in Deed Book 222 at page 253 in the records of the Chancery Clerk of Clay County, Mississippi; thence run South 00 degrees 37 minutes 03 seconds West 565.54 feet to an iron pin at the Point of Beginning for this description. Run thence South 00 degrees 37 minutes 03 seconds West 245.00 feet to an existing iron pin, thence run North 89 degrees 38 minutes 11 seconds West 210.00 feet to an iron pin, thence run North 00 degrees 37 minutes 03 seconds East 245.00 feet to an iron pin, thence run South 89 degrees 38 minutes 11 seconds East 210.00 feet to the Point of Beginning, containing 1.18 acres, more or less.

TOGETHER WITH an easement for the purpose of ingress/egress, being a strip of land 30 feet in width, lying 15 feet on each side of the following described centerline: Commencing at the point of intersection of the West right-of-way line of Old Aberdeen Road (Eshman Avenue) with the South boundary of above said Section 2, run thence North 00 degrees 39 minutes 40 seconds East along said West right-of-way line 1770.5 feet to the intersection of said West right-of-way line with the South right-of-way line on Industrial Access Road, thence run North 89 degrees 38 minutes 11 seconds West along the South right-of-way line of Industrial Access Road 1003.6 feet to an existing iron pin located at the Northeast corner of the Edward Todd property, as described in Deed Book 222 at page 253 in the records of the Chancery Clerk of Clay County, Mississippi; thence run North 89 degrees 13 minutes 11 seconds West along said right-of-way 15.0 feet to the Point of Beginning for the easement centerline, thence run South 00 degrees 37 minutes 03 seconds West 565.6 feet to the end of the easement centerline.

**TRACT B:**

Commencing at a found cotton spindle at the Southeast corner of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi; thence North 56 degrees 39 minutes 00 seconds West a distance of 1719.39 feet to a found ½" rebar at the Southwest corner of a parcel of land found in Deed Book 226 at page 503 on file in the Chancery Clerk's office of Clay County, Mississippi; thence North 89 degrees 27 minutes 49 seconds East a distance of 190.16 feet to a set ½" rebar; thence North 00 degrees 12 minutes 59 seconds West a distance of 245.00 feet to a set ½" rebar, said point being the Point of Beginning for the herein described tract; thence North 00 degrees 12 minutes 59 seconds West a distance of 565.17 feet to a set ½" rebar on the South right-of-way of Industrial Access Road; thence, along said South right-of-way, North 89 degrees 28 minutes 51 seconds East a distance of 155.00 feet to a set ½" rebar; thence South 00 degrees 12 minutes 59

**Book DEED 301 Pg 512  
Instrument 2019001435**

seconds East a distance of 264.50 feet to a set ½" rebar; thence South 12 degrees 18 minutes 22 seconds East a distance of 262.61 feet to a found ½" rebar; thence South 00 degrees 12 minutes 59 seconds East a distance of 43.54 feet to a set ½" rebar; thence South 89 degrees 27 minutes 49 seconds West a distance of 210.00 feet to the Point of Beginning, containing 2.22 acres, more or less, and lying in the Southeast Quarter (SE-1/4) of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi.

**SUBJECT TO:** A non-exclusive easement for the purpose of ingress/egress being a strip of land 20 feet in width being more particularly described as follows:

Commencing at a found cotton spindle at the Southeast corner of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi; thence North 56 degrees 39 minutes 00 seconds West a distance of 1719.39 feet to a found ½" rebar at the Southwest corner of a parcel of land found in Deed Book 226 Page 503 on file in the Chancery Clerk's office of Clay County, Mississippi; thence North 89 degrees 27 minutes 49 seconds East a distance of 190.16 feet to a set ½" rebar; thence North 00 degrees 12 minutes 59 seconds West a distance of 245.00 feet to a set ½" rebar; thence North 00 degrees 12 minutes 59 seconds West a distance of 107.04 feet to a set rail road spike in a gravel drive, said point being the Point of Beginning of the herein described Easement; thence, along the West line of previously described Tract 2, North 00 degrees 12 minutes 59 seconds West a distance of 27.03 feet to a set rail road spike in a gravel drive; thence, leaving said West line, North 47 degrees 30 minutes 22 seconds East a distance of 215.90 feet to a set rail road spike in a gravel drive on the East line of previously described Tract 2, thence, along said East line, South 12 degrees 18 minutes 22 seconds East a distance of 23.14 feet to a set rail road spike in a gravel drive; thence, leaving said East line, South 47 degrees 30 minutes 22 seconds West a distance of 222.45 feet to the Point of Beginning, containing 0.10 acres (4382.55 Sq. Ft.), more or less, and lying in the Southeast Quarter (SE-1/4) of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi.

**LESS AND EXCEPT:** An undivided one-sixteenth (1/16<sup>th</sup>) interest in and to all oil, gas and other minerals on, in and under said land, to the General American Life Insurance Company, which was reserved to it in that certain Warranty Deed dated August 5, 1937 and recorded in Deed Book 57 at page 634 of the records in the office of the Chancery Clerk of Clay County, Mississippi.

**SUBJECT TO:** An easement in favor of Southern Natural Gas Company filed of record on August 19, 1971 in Deed Book 117 at page 379 of the records in the office of the Chancery Clerk of Clay County, Mississippi.

**TRACT C: A NON-EXCLUSIVE EASEMENT:**

Commencing at a found cotton spindle at the Southeast Corner of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi; thence North 56 degrees 39 minutes 00 seconds West a distance of 1719.39 feet to a found ½" rebar at the Southwest corner of a parcel of land found in Deed Book 226 Page 503 on file in the Chancery Clerk's Office of Clay County, Mississippi; thence North 89 degrees 27 minutes 49 seconds East a distance of 190.16 feet to a set ½" rebar; thence North 00 degree 12 minutes 59 seconds West a distance of 245.00 feet to a set ½" rebar;

**Book DEED 301 Pg 513  
Instrument 2019001435**

thence North 00 degree 12 minutes 59 seconds West a distance of 107.04 feet to a set rail road spike in a gravel drive; thence, along the West line of previously described Tract 2, North 00 degrees 12 minutes 59 seconds West a distance of 27.03 feet to a set rail road spike in a gravel drive; thence, leaving said West line, North 47 degrees 30 minutes 22 seconds East a distance of 215.90 feet to a set rail road spike in a gravel drive on the East line of previously described Tract 2, said point being the Point of Beginning of the herein described Easement; thence, along said East line, South 12 degrees 18 minutes 22 seconds East a distance of 23.14 feet to a set rail road spike in a gravel drive; thence, leaving said East line, North 47 degrees 30 minutes 22 seconds East a distance of 20.82 feet to a set rail road spike on the west line of a 30 foot ingress/ egress easement found in Deed Book 228 Page 158 in the Chancery Clerk's Office of Clay County, Mississippi; thence, along the West line of said Easement, North 00 degrees 12 minutes 59 seconds West a distance of 27.03 feet to a set rail road spike; thence, leaving said easement, South 47 degrees 30 minutes 22 seconds West a distance of 27.37 feet to the Point of Beginning, containing 0.01 acres (481.91 Sq. Ft.), more or less, and lying in the Southeast Quarter of Section 2, Township 17 South, Range 6 East, Clay County, Mississippi.

**Book DEED 301 Pg 514  
Instrument 2019001435**



**Clay County Mississippi  
Filed 04/16/2019 02:42 P  
Book DEED 301 Pg 509  
Amy Berry, Chancery Clerk**