

**Minutes of
Clay County Board of Supervisors
Regular Meeting
Thursday, July 23, 2020 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 Thursday, July 23, 2020.

PRESENT:

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

Eddie Scott, Clay County Sheriff
Amy G. Berry, Clay County Chancery Clerk
Angela Turner Ford, Board Attorney

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Eddie Scott. The welcome was given by Supervisor Lummus with invocation given by Supervisor Joe Chandler.

ADOPTION OF AGENDA

Supervisor Chandler moved to adopt the agenda as presented.

The motion was seconded by Supervisor Davis.

(Exhibit "A")

AMENDMENT OF AGENDA

Supervisor Deanes moved to amend the agenda as presented.

The motion was seconded by Supervisor Davis.

AMMENDMENTS APPROVED TO BE ADDED TO THE AGENDA

The amendments approved to be added to the agenda for further consideration and discussion were as follows:

- Sheriff, Eddie Scott, requesting consideration of the following
 - Two quotes for repair to the Henry Harris Building awning
 - Two quotes for repairs to Deputy vehicles
 - Submission of JAG Grant application
 - Approval of the Non- Compensated Special Agent Contract with the MS Bureau of Narcotics
- Veteran's Service officer, Annie Hines-Goode, to make monthly report

AUTHORIZE AND APPROVE RESOLUTION AUTHORIZING THE GTRPDD TO PREPARE AND SUBMIT A RURAL DEVELOPMENT APPLICATION FOR THE PURCHASE OF SANITATION TRUCK

Supervisor Deanes moved to authorize and approve of the Resolution authorizing the Golden Triangle Planning and Development application for the Purchase of the sanitation truck.

The motion was seconded by Supervisor Davis

(Exhibit "B")

AUTHORIZING AND APPROVING THE RESOLUTION TO AMEND THE BOND RESOLUTION APPROVED ON JUNE 4, 2020 IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION ROAD AND BRIDGE BONDS FOR DISTRICT THREE IN THE AMOUNT OF \$500,000 AND ACCEPTING THE BID TO TRUSTMARK NATIONAL BANK

Supervisor Davis moved to authorize and approve the Resolution to amend the bond resolution approved at the regular board meeting held June 4, 2020 in connection with the issuance of the General Obligation Road and Bridge Bonds for District Three in the amount of \$500,000 and accepting the bid of Trustmark National Bank.

The motion was seconded by Supervisor Deanes.

(Exhibit "C")

AUTHORIZE AND APPROVE PAYMENT OF THE CONSTABLES NET MONTHLY GROSS FEE INCOME FOR THE MONTH OF JULY 2020

Supervisor Deanes moved to authorize and approve payment of the Constables net monthly gross fee income for the month of July 2020.

The motion was seconded by Supervisor Chandler.

(Exhibit "D")

AUTHORIZE AND APPROVE THE FINAL APPROVAL RECEIVED FROM THE MS DEPARTMENT OF REVENUE ON THE AD VALOREM TAX EXEMPTION REQUEST FOR PLUM CREEK ENVIRONMENTAL TECHNOLOGIES

Supervisor Deanes moved to authorize and approve the final approval received from the MS Department of Revenue on the ad valorem tax exemption request for Plum Creek Environmental Technologies.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

AUTHORIZING AND APPROVING THE AD VALOREM TAX EXEMPTION REQUEST OF PRAIRIE BELT BLUES FOUNDATION

Supervisor Deanes moved to authorize and approve of the ad valorem tax exemption request of Prairie Belt Blues Foundation.

The motion was seconded by Supervisor Davis.

(Exhibit "F")

AUTHORIZE AND APPROVE TRAVEL REQUEST OF THE CONSTABLES

Supervisor Davis moved to authorize and approve the travel request of the Constables to attend the quarterly MS Association of Constables Board meeting held Friday, July 24, 2020 at the Hampton Inn & Suites in Vicksburg, MS.

The motion was seconded by Supervisor Deanes.

(Exhibit "G")

AUTHORIZE AND APPROVE TO REAPPOINT H. SCOTT ROSS AND KYLE CHANDLER, IV TO SERVE A THREE-YEAR TERM ON THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT BOARD

Supervisor Chandler moved to authorize and approve to reappoint H. Scott Ross and Kyle Chandler IV to serve a three-year term on the Clay County Economic Development District Board.

The motion was seconded by Supervisor Deanes.

(Exhibit "H")

AUTHORIZE AND APPROVE THE NOTICE OF ADVERTISEMENT FOR THE PURCHASE OF A SANITATION TRUCK AND TO CONTRACT WITH CENTRAL BIDDING INC

Supervisor Deanes moved to authorize and approve the Notice of Advertisement for the purchase of Sanitation Truck and to contract with Central Bidding Inc.

The motion was seconded by Supervisor Davis.

(Exhibit "I")

AUTHORIZE AND APPROVE THE INVOICE RECEIVED FROM THE GOLDEN TRIANGLE LINK IN THE AMOUNT OF \$604.50

Supervisor Deanes moved to authorize and approve the invoice received from the Golden Triangle LINK in the amount of \$604.50 and for the Clerk to invoice the City of West Point for one half of the invoice.

The motion was seconded by Supervisor Davis.

(Exhibit "J")

ACCEPT AND AWARD THE THIRD QUARTER SUPPLY AND MATERIAL BIDS FOR YEAR 2020

Supervisor Davis moved to accept and award the third quarter supply and material bids for year 2020.

The motion was seconded by Supervisor Deanes.

(Exhibit "K")

AUTHORIZING AND APPROVING TWO QUOTES TO REPAIR THE HENRY HARRIS BUILDING

It appears to this Board the Sheriff presented two quotes, one from Steve Moore Construction in the amount of \$25,100.00 and second from KAP Construction in the amount of \$26,250.00 to repair the awning on the front of the Henry Harris Building. It appears to this Board, the bid of Steve Moore Construction in the amount of \$25,100.00 is the lowest and best bid.

Therefore, Supervisor Deanes moved to accept and award to Steve Moore Construction in the amount of \$25,100.00 to make the said repairs to the Henry Harris Building.

The motion was seconded by Supervisor Davis.

(Exhibit "L")

AUTHORIZING AND APPROVING THE NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT WITH THE MS BUREAU OF NARCOTICS

Supervisor Horton moved to authorize and approve of the Non-Compensated Special Contract Investigator Contract with the MS Bureau of Narcotics for Terry Wayne Scott.

The motion was seconded by Supervisor Deanes.

(Exhibit "M")

AUTHORIZING AND APPROVING TO PAY FOR REPAIRS TO SHERIFF VEHICLES

Supervisor Deanes moved to authorize and approve to pay the two repair bills for two Sheriff vehicles, one totaling \$1,372.00 and the second \$830.00.

The motion was seconded by Supervisor Davis.

AUTHORIZING AND APPROVING OF THE SUBMISSION OF THE JAG GRANT APPLICATION FOR YEAR 2020

Supervisor Davis moved to authorize and approve of the submission of the JAG Grant Application for year 2020.

The motion was seconded by Supervisor Chandler.

(Exhibit "N")

AUTHORIZING AND APPROVING THE MONTHLY REPORT OF THE VETERAN'S SERVICE OFFICER, ANNIE HINES-GOODE

Supervisor Davis moved to authorize and approve of the monthly Veteran's Service Officer, Annie Hines-Goode.

The motion was seconded by Supervisor Chandler.

(Exhibit "O")

ADOPTING AND APPROVING OF THE RESOLUTION TO IMPLEMENT A CURFEW (10:00 P.M. – 5:00 A.M.) REQUIRING FACE COVERINGS AND SOCIAL DISTANCING AS MANDATED BY THE CENTER OF DISEASE CONTROL IN ALL PUBLIC PLACES AND GATHERINGS

Supervisor Deanes moved to adopt and approve of the Resolution to implement a curfew from 10:00 p.m. to 5:00 a.m. and requiring face coverings and social distancing as mandated by the Center of Disease Control in all public places and gatherings.

The motion was seconded by Supervisor Chandler.

(Exhibit "P")

AUTHORIZING AND APPROVING TO GO INTO CLOSED SESSION

Supervisor Davis moved to go into closed session.

The motion was seconded by Supervisor Deanes.

AUTHORIZING AND APPROVING TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER AS ALLOWED UNDER SECTION 25-41-7 OF *THE MISSISSIPPI CODE*

Supervisor Deanes moved to go from Closed Session to Executive Session to discuss a personnel matter as allowed under Section 25-41-7 of *the Mississippi Code*.

The motion was seconded by Supervisor Chandler.

AUTHORIZING AND APPROVING TO COME OUT OF EXECUTIVE SESSION

Supervisor Davis moved to come out of Executive Session.

The motion was seconded by Supervisor Deanes.

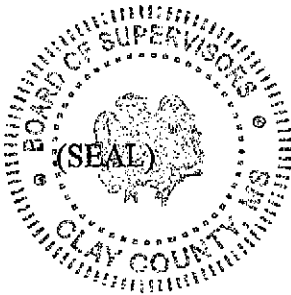
ADJOURN

Supervisor Deanes moved to adjourn until Monday, August 3, 2020, at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Chandler.

***All motions were carried unanimously unless otherwise indicated.

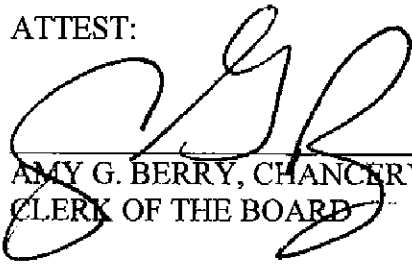
SO ORDERED, this the 23rd day of July, 2020.



Luke Lummus

LUKE LUMMUS, PRESIDENT
CLAY COUNTY
BOARD OF SUPERVISORS

ATTEST:



AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD

EXHIBIT A

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*Clay County Board of Supervisors
Agenda for Meeting
Thursday, July 23, 2020, at 9:00 a.m.*

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Mrs. Collins and Others, *Concerned Citizens*
 - Regarding the condition of George Walker Road
- George Crawford, *Golden Triangle Planning and Development District*
 - Grant Funding for Sanitation Truck
- Troy Johnston, *Butler Snow*
 - Clay County, MS D-3 GO Bond Bids
- Authorize and approve the payment of the Net monthly Gross Fee Income
- Authorize and approve the Final Approval for the Tax Exemption on Plum Creek Environmental Technologies as received from the MS Department of Revenue
- Authorize and approve Ad Valorem Tax Exemption for Prairie Belt Blues Foundation
- Authorize and approve Constables Travel
- Authorize and approve to reappoint Scott Ross and Kyle Chandler to the Economic Development Board to serve a three year term
- Authorize and approve the Advertisement for Sanitation Truck with Southern Procurement to facilitate Reverse Auction for County
- Authorize and approve LINK invoice for payment in the amount of \$604.50 and for the Clerk to invoice the City of West Point for one half of the invoice
- Nikki Cude, *Clay County Purchase Clerk*
 - Consider the Quarterly Supply and Material Bids for 3rd Quarter of 2020
- Request to go into Executive Session regarding a personnel matter as allowed under Section 25-41-7 of the *Mississippi Code of 1972*
- Adjourn until Monday, August 3, 2020, at 9:00 a.m.

Amendments:

EXHIBIT B

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RESOLUTION

Authorizing the Golden Triangle Planning and Development District to Prepare and Submit a Rural Development Application for Clay County, Mississippi

WHEREAS, Clay County, Mississippi has certain pressing Economic and Community Development needs, and

WHEREAS, the USDA/Rural Development has available funds under the FY-2020 Funding Cycle for eligible Community Facilities Loans and Grants activities, and

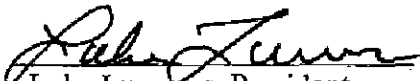
WHEREAS, Clay County, Mississippi is eligible to apply for said assistance, and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents, and

THEREFORE, BE IT RESOLVED, by the Clay County Board of Supervisors:

- (1) That the Golden Triangle Planning and Development District is hereby authorized to prepare a FY-2020 Rural Development Community Facilities Grant Program Application on behalf of the Clay County Board of Supervisors for a new garbage truck for Clay County District 4;
- (2) That Luke Lummus in his official capacity as the President of the Clay County Board of Supervisors is hereby authorized to sign all necessary documents, including Grant Agreements, upon approval of said application by the USDA/Rural Development.

SO ORDERED THIS the 23rd day of July, 2020, by the Clay County Board of Supervisors of West Point, Mississippi in a regularly scheduled meeting.


Luke Lummus, President


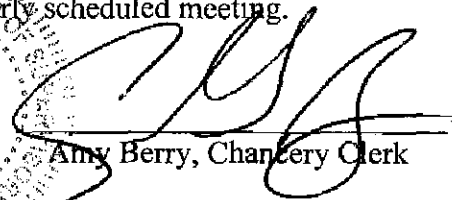


Amy Berry, Chancery Clerk

EXHIBIT C

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Following the reading of the bids, the Board of Supervisors, acting for and on behalf of the District, proceeded to consider them for the purpose of determining which was the best and most advantageous bid submitted. Whereupon, the following resolution was presented, read and its adoption and passage moved by Supervisor Davis:

RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION ROAD AND BRIDGE BONDS, SERIES 2020, OF SUPERVISOR DISTRICT THREE OF CLAY COUNTY, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

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

1. The Governing Body, on June 4, 2020, as amended on July 6, 2020, did adopt a resolution directing that General Obligation Road and Bridge Bonds, Series 2020 (the "Bonds"), of the District in the principal amount of Five Hundred Thousand Dollars (\$500,000) be offered for sale on sealed bids to be received up to and until the hour of 10:00 o'clock a.m. on July 23, 2020.

2. As directed by the aforesaid resolution, notice of sale of the Bonds was duly published in the *Daily Times Leader*, a newspaper published in and having general circulation in the County, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published on July 11 and 18, 2020, in said newspaper, the first publication having been made at least ten (10) days preceding July 23, 2020, all as shown by the proof of publication of said notice filed in the office of the Clerk.

3. The Governing Body did meet at its meeting place in the Clay County Courthouse in the City of West Point, Mississippi, at 10:00 o'clock a.m. on July 23, 2020.

4. At said time and place _____ () sealed proposals for the purchase of the Bonds were received, examined and considered by the Governing Body, said bids having heretofore been presented by and being on file with the Clerk.

5. The Governing Body does now find, determine and adjudicate that the highest and best bid made and offered for the Bonds on the basis of the lowest net interest cost over the life of the issue was made by _____, located in _____, and said bid was accompanied by a cashier's check, certified check or exchange payable to Supervisor District Three of Clay County, Mississippi, in the amount of Ten Thousand Dollars (\$10,000), issued or certified by a bank located in the State of Mississippi, as a guarantee that said bidder would carry out its contract and purchase the Bonds if its bid be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY,
ACTING FOR AND ON BEHALF OF THE DISTRICT, AS FOLLOWS:

SECTION 1. The Bonds are hereby awarded and sold to
Trustmark National Bank located in _____
in accordance with the offer submitted
to the Governing Body, acting for and on behalf of the District, in words and figures as follows:

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INSERT COPY OF WINNING BID

SECTION 2. The President of the Governing Body and Clerk are hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the District.

SECTION 3. The good faith checks filed by all unsuccessful bidders shall forthwith be returned to them upon their respective receipts therefor, and the good faith check filed by the successful bidder shall be retained by the Governing Body, acting for and on behalf of the District, as a guarantee that said bidder shall carry out its contract and purchase the Bonds. If said successful bidder fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the County, acting for and on behalf of the District, as liquidated damages for such failure.

SECTION 4. The Bonds shall be in fully registered form; shall be dated the date of delivery; shall be of the denomination of \$5,000 each or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at the office of the Chancery Clerk of the County, said Chancery Clerk to act as paying agent, registrar and transfer agent for said Bonds; shall bear interest from the date thereof at the rates hereinafter set forth, payable semiannually on February 1 and August 1 in each year (each an "Interest Payment Date"), commencing August 1, 2021; and shall mature and become due and payable serially, on August 1 in the years and principal amounts as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2021	\$35,000	_____
2022	35,000	_____
2023	40,000	_____
2024	40,000	_____
2025	40,000	_____
2026	40,000	_____
2027	45,000	_____
2028	45,000	_____
2029	45,000	_____
2030	45,000	_____
2031	45,000	_____
2032	50,000	_____

Bonds maturing on August 1, 2028 and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole or part, at any time on or after August 1, 2027.

SECTION 5. All orders, resolutions or proceedings of this Governing Body 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 6. For cause, this resolution shall become effective immediately upon the adoption thereof.


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 Horton	voted: AYE
Supervisor Luke Lummus	voted: AYE
Supervisor R. B. Davis	voted: AYE
Supervisor Shelton Deanes	voted: AYE
Supervisor Joe D. Chandler	voted: AYE

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the District, declared the motion carried and the resolution adopted, on this the 23rd day of July 2020.

**PRESIDENT, BOARD OF SUPERVISORS,
CLAY COUNTY, MISSISSIPPI, ACTING FOR
AND ON BEHALF OF SUPERVISOR
DISTRICT THREE, CLAY COUNTY,
MISSISSIPPI**

ATTEST:


**CLERK, BOARD OF SUPERVISORS,
CLAY COUNTY, MISSISSIPPI,
ACTING FOR AND ON BEHALF OF
SUPERVISOR DISTRICT THREE,
CLAY COUNTY, MISSISSIPPI**

(SEAL)

53827716.v1

OFFICIAL BID FORM

July 23, 2020

Board of Supervisors
 Clay County, Mississippi
 acting for and on behalf
 of Supervisor District Three
 365 Court Street
 West Point, Mississippi 39773

Ladies and Gentlemen:

We hereby offer to pay \$ _____ for the Five Hundred Thousand Dollars (\$500,000) principal amount General Obligation Road and Bridge Bonds, Series 2020, dated the date of delivery thereof (the "**Bonds**"), of Supervisor District Three (the "**District**") of Clay County, Mississippi (the "**County**"), as described in the Notice of Bond Sale, dated July 6, 2020, maturing on August 1 in each year and bearing interest as follows:

		INTEREST
YEAR	AMOUNT	RATE
2021	\$35,000	% _____
2022	\$35,000	% _____
2023	\$40,000	% _____
2024	\$40,000	% _____
2025	\$40,000	% _____
2026	\$40,000	% _____
2027	\$40,000	% _____
2028	\$45,000	% _____
2029	\$45,000	% _____
2030	\$45,000	% _____
2031	\$45,000	% _____
2032	\$50,000	% _____

Based upon the interest rate specified above, we compute the gross interest cost¹ to the District to be \$ _____, the net interest cost (deducting premium of \$ _____, if any) to be \$ _____ and the average annual net interest rate from the date of the Bonds to their respective maturities to be _____%.

If there is any discrepancy as between the actual interest cost computed upon the rate or rates of interest above specified and the interest cost or average rate hereinabove set forth, the

¹ For purposes of submitting this bid, please assume August 15, 2020 to be the dated date of the Bonds.

interest rate or rates above specified and the actual interest cost or average interest rate computed upon said rate or rates shall prevail.

A (cashier's check) (certified check) (bank exchange), issued or certified by a bank located in the State of Mississippi, and payable to the order of Supervisor District Three of Clay County, Mississippi, in the amount of Ten Thousand Dollars (\$10,000.00) accompanies this proposal as a guarantee that we will carry out this contract and accept delivery of the Bonds if this proposal is accepted, which shall be returned to the undersigned (1) if this bid be not accepted or (2) if the District should fail to deliver the Bonds to the undersigned in accordance with the terms of this proposal, or applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds.

This proposal is submitted subject to all of the terms and conditions of the Notice of Bond Sale, dated July 6, 2020, which by reference is hereby made a part of this Bid.

BIDDER: _____

BY: _____

TITLE: _____

Associates (if any):

Return of good faith deposit is hereby acknowledged.

DATE: _____

BY: _____

ACCEPTANCE

The above proposal accepted by resolution of the Board of Supervisors of the County, acting for and on behalf of the District, and receipt of the within-mentioned check is hereby acknowledged.

**SUPERVISOR DISTRICT THREE
CLAY COUNTY, MISSISSIPPI**

BY: _____
**Chancery Clerk, Acting for and on Behalf
of the District**

(SEAL)

The Board of Supervisors of Clay County, Mississippi (the "Governing Body" of the "County"), acting for and on behalf of Supervisor District Three of the County (the "District"), took up for consideration the matter of issuance of General Obligation Road and Bridge Bonds, Series 2020, of said District in the principal amount of Five Hundred Thousand Dollars (\$500,000) (the "Bonds") to raise money for the purpose of constructing, reconstructing, and repairing roads, highways and bridges, and acquiring the necessary land, including land for road-building materials, acquiring rights-of-way therefor; and the purchase of heavy construction equipment and accessories thereto reasonably required to construct, repair and renovate roads, highways and bridges and approaches thereto within the District (the "Project").

The Clerk reported that pursuant to a resolution adopted June 4, 2020, as amended on July 6, 2020, he did cause to be published in the *Daily Times Leader*, a newspaper published in and having general circulation in the County, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, a notice that sealed proposals for the purchase of the aforesaid Bonds would be received by the Board of Supervisors, acting for and on behalf of the District, at its meeting place in the Clay County Courthouse in the City of West Point, Mississippi, until the hour of 10:00 o'clock a.m. on July 23, 2020; said notice was published on 1 and 18, 2020, in said newspaper, the first publication having been made at least ten (10) days preceding the date set for the receipt of bids.

The Clerk then and there presented a publisher's affidavit as proof of publication of said Notice in the aforesaid newspaper, a copy of which was directed to be inserted in the minutes of this Board of Supervisors, acting for and on behalf of the District, and is as follows:

INSERT PUBLISHERS AFFIDAVIT

The hour of 10:00 o'clock a.m. on July 23, 2020, having arrived, the Clerk reported that pursuant to the aforesaid Notice of Bond Sale there had been filed with her at or prior to said hour on said date _____ () sealed proposals for the purchase of the aforesaid Bonds and the Clerk then and there presented said sealed proposals to the Board of Supervisors, acting for and on behalf of the District.

Thereupon it was ordered by the Board of Supervisors, acting for and on behalf of the District, that the Clerk proceed to open said sealed proposals and to read same aloud in the presence and hearing of said Board of Supervisors and of the bidders and other persons assembled. The Clerk thereupon proceeded to open and read the aforesaid bids which are as follows:

INSERT ORIGINAL BIDS

Following the reading of the bids, the Board of Supervisors, acting for and on behalf of the District, proceeded to consider them for the purpose of determining which was the best and most advantageous bid submitted. Whereupon, the following resolution was presented, read and its adoption and passage moved by Supervisor _____:

RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION ROAD AND BRIDGE BONDS, SERIES 2020, OF SUPERVISOR DISTRICT THREE OF CLAY COUNTY, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

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

1. The Governing Body, on June 4, 2020, as amended on July 6, 2020, did adopt a resolution directing that General Obligation Road and Bridge Bonds, Series 2020 (the "Bonds"), of the District in the principal amount of Five Hundred Thousand Dollars (\$500,000) be offered for sale on sealed bids to be received up to and until the hour of 10:00 o'clock a.m. on July 23, 2020.

2. As directed by the aforesaid resolution, notice of sale of the Bonds was duly published in the *Daily Times Leader*, a newspaper published in and having general circulation in the County, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published on July 11 and 18, 2020, in said newspaper, the first publication having been made at least ten (10) days preceding July 23, 2020, all as shown by the proof of publication of said notice filed in the office of the Clerk.

3. The Governing Body did meet at its meeting place in the Clay County Courthouse in the City of West Point, Mississippi, at 10:00 o'clock a.m. on July 23, 2020.

4. At said time and place _____ () sealed proposals for the purchase of the Bonds were received, examined and considered by the Governing Body, said bids having heretofore been presented by and being on file with the Clerk.

5. The Governing Body does now find, determine and adjudicate that the highest and best bid made and offered for the Bonds on the basis of the lowest net interest cost over the life of the issue was made by _____, located in _____, and said bid was accompanied by a cashier's check, certified check or exchange payable to Supervisor District Three of Clay County, Mississippi, in the amount of Ten Thousand Dollars (\$10,000), issued or certified by a bank located in the State of Mississippi, as a guarantee that said bidder would carry out its contract and purchase the Bonds if its bid be accepted.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY,
ACTING FOR AND ON BEHALF OF THE DISTRICT, AS FOLLOWS:**

SECTION 1. The Bonds are hereby awarded and sold to
_____, located in
_____, in accordance with the offer submitted
to the Governing Body, acting for and on behalf of the District, in words and figures as follows:

INSERT COPY OF WINNING BID

SECTION 2. The President of the Governing Body and Clerk are hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the District.

SECTION 3. The good faith checks filed by all unsuccessful bidders shall forthwith be returned to them upon their respective receipts therefor, and the good faith check filed by the successful bidder shall be retained by the Governing Body, acting for and on behalf of the District, as a guarantee that said bidder shall carry out its contract and purchase the Bonds. If said successful bidder fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the County, acting for and on behalf of the District, as liquidated damages for such failure.

SECTION 4. The Bonds shall be in fully registered form; shall be dated the date of delivery; shall be of the denomination of \$5,000 each or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at the office of the Chancery Clerk of the County, said Chancery Clerk to act as paying agent, registrar and transfer agent for said Bonds; shall bear interest from the date thereof at the rates hereinafter set forth, payable semiannually on February 1 and August 1 in each year (each an "Interest Payment Date"), commencing August 1, 2021; and shall mature and become due and payable serially, on August 1 in the years and principal amounts as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2021	\$35,000	_____
2022	35,000	_____
2023	40,000	_____
2024	40,000	_____
2025	40,000	_____
2026	40,000	_____
2027	40,000	_____
2028	45,000	_____
2029	45,000	_____
2030	45,000	_____
2031	45,000	_____
2032	50,000	_____

Bonds maturing on August 1, 2028 and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole or part, at any time on or after August 1, 2027.

SECTION 5. All orders, resolutions or proceedings of this Governing Body 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 6. For cause, this resolution shall become effective immediately upon the adoption thereof.

Supervisor _____ 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 Horton	voted: _____
Supervisor Luke Lummus	voted: _____
Supervisor R. B. Davis	voted: _____
Supervisor Shelton Deanes	voted: _____
Supervisor Joe D. Chandler	voted: _____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the District, declared the motion carried and the resolution adopted, on this the 23rd day of July 2020.

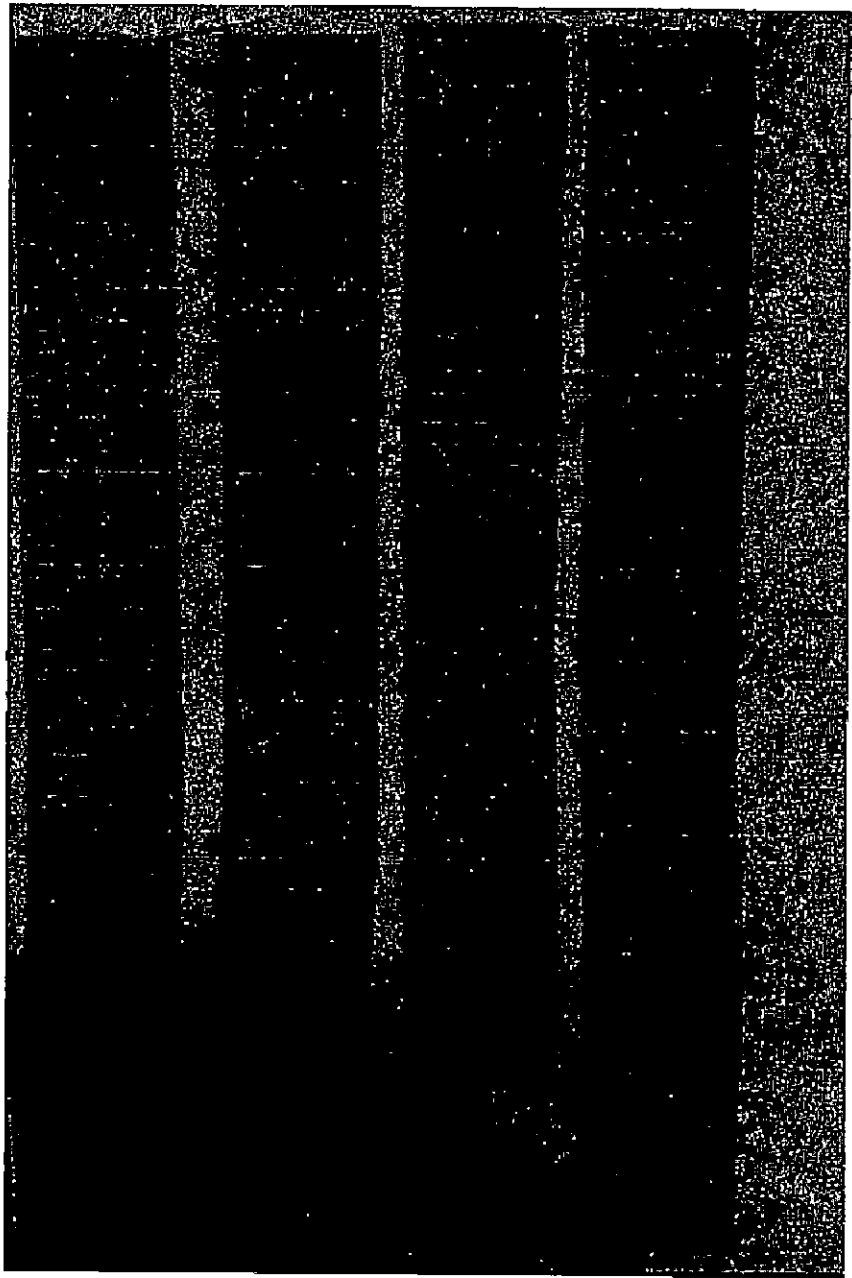
**PRESIDENT, BOARD OF SUPERVISORS,
CLAY COUNTY, MISSISSIPPI, ACTING FOR
AND ON BEHALF OF SUPERVISOR
DISTRICT THREE, CLAY COUNTY,
MISSISSIPPI**

ATTEST:

**CLERK, BOARD OF SUPERVISORS,
CLAY COUNTY, MISSISSIPPI,
ACTING FOR AND ON BEHALF OF
SUPERVISOR DISTRICT THREE,
CLAY COUNTY, MISSISSIPPI**

(SEAL)

53827716.v2



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EXHIBIT D

EXHIBIT E

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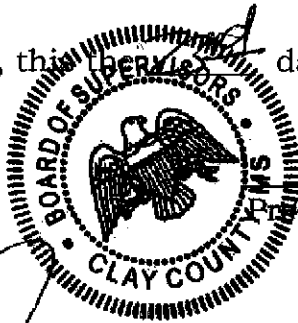
IN THE MATTER OF GRANTING FINAL APPROVAL FOR REAL
AND PERSONAL AD VALOREM TAX EXEMPTION FOR
PLUM CREEK ENVIRONMENTAL TECHNOLOGIES, LLC

There came on this day for consideration the matter of granting final approval for Ad Valorem Tax Exemption for Plum Creek Environmental Technologies, LLC.

It appears to this Board that the Mississippi Department of Revenue has given approval to exempt Plum Creek Environmental Technologies, LLC for a period of ten (10) years for real and personal property from and after January 1, 2020 and ending on December 31, 2029 with a total value of \$298,000.00.

After motion by Shelton Deanes and second by Lynn Horton, this Board doth vote unanimously to grant final approval for the exemption of Plum Creek Environmental Technologies, LLC from ad valorem taxes according to the authority of Section 27-31-101, *et seq.*, of the *Mississippi Code of 1972*, as amended and annotated.

SO ORDERED, this _____ day of July, 2020.



[Signature]

President

ATTEST.

[Signature]

Clerk of the Board



July 13, 2020

Ms. Amy Berry, Chancery Clerk

Clay County
P.O. Box 815
West Point, Ms. 39773

Applicant: Plum Creek Environmental Technologies, LLC.

Applicable Code Section: MCA §27-31-101
Date of Completion: December 31, 2019
Date Filed: May 12, 2020

EXEMPTION CERTIFICATION - NOTICE OF ACTION

- NO ACTION** – The Department of Revenue has no authority to act on exemptions requested under the cited section of law.
- INCOMPLETE DOCUMENTATION** – We cannot process your request, as necessary documentation is missing. Please provide:
- | | |
|--|--|
| <input type="checkbox"/> Application for Exemption | <input type="checkbox"/> Preliminary Resolution Granting Exemption |
| <input type="checkbox"/> Itemized Asset Listing | <input type="checkbox"/> MDA Approval Letter |
| <input type="checkbox"/> Tax Assessor's Position Statement | <input type="checkbox"/> Final Resolution Granting Exemption |
- REQUEST IS CERTIFIED AS INELIGIBLE** – This request is ineligible under the cited section of law.
- REQUEST IS CERTIFIED AS ELIGIBLE** – In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
<input checked="" type="checkbox"/> Real Property	\$298,000.00	\$298,000.00
<input type="checkbox"/> Personal Property	_____	_____
<input type="checkbox"/> Raw Materials	_____	_____
<input type="checkbox"/> Work-in-Progress	_____	_____
TOTAL	\$298,000.00	\$298,000.00
<input type="checkbox"/> Ineligible Property ^{(*) see below}	_____	_____

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra McDonald, Revenue Specialist
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov.

**RESOLUTION GRANTING AD VALOREM EXEMPTION FROM AD
VALOREM TAXES FOR A PERIOD OF TEN (10) YEARS FOR
PLUM CREEK ENVIRONMENTAL TECHNOLOGIES, LLC
AS AUTHORIZED BY SECTION 27-31-101, *ET SEQ.*, OF
THE MISSISSIPPI CODE OF 1972, AS AMENDED AND ANNOTATED**


The Board of Supervisors of Clay County, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Plum Creek Environmental Technologies, LLC.

WHEREAS, the governing authority finds that Plum Creek Environmental Technologies LLC has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, *et seq.*, of the *Mississippi Code of 1972*, as amended and annotated; and

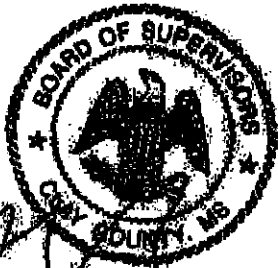
WHEREAS, this governing authority does hereby grant, subject to the approval and certification of the Mississippi Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of ten (10) years on the real and personal property beginning January 1, 2020 and ending on December 31, 2029, on the said property described in the application having a true value of \$298,000.00.

NOW THEREFORE, after motion by Shelton Deanes and second by Lynn Horton, this Board doth vote unanimously to authorize and approve of this Resolution granting the ad valorem exemption to the above named LLC for a period of ten (10) years as authorized by Section 27-31-101, *et seq.*, of the *Mississippi Code of 1972*, as amended and annotated.

SO ORDERED, this the 28th day of May, 2020.


President

(SEAL)



ATTEST


Clerk of the Board of Supervisors

APPLICATION OF PLUM CREEK ENVIRONMENTAL TECHNOLOGIES, LLC. FOR
EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF TEN YEARS
AS AUTHORIZED BY SECTION 27-31-101, ET SEQ.,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

TO THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI

1. Plum Creek Environmental Technologies, LLC (hereinafter, "Plum Creek") files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Board of Supervisors as follows:

2. Applicant, Plum Creek is a Mississippi Limited Liability Company with its principal place of business in the City of West Point, Clay County, Mississippi.

3. Applicant is acting as a manufacturer of Waste Containers, Scrap Containers, and Waste and Recycling Equipment within Clay County, Mississippi, which factory is a bona fide new enterprise within the meaning of Section 27-31-101 et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely as a manufacturer and processor of Waste Containers, Scrap Containers and Waste and Recycling Equipment.

4. That said enterprises were completed on the date reflected on the exhibit hereto, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemptions hereby claimed should commence on said date.

5. That said exemption of the real property described in the attached Exhibit "A" should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all to be exempted is Two Hundred Ninety Eight 00/100 Dollars (\$298,000.00), as shown by the Warranty Deed from RICEO, LLC to Plum Creek Environmental Technologies, LLC recorded in Deed Book 301 at page 675 in the Office of the

Chancery Clerk of Clay County, Mississippi, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Board of Supervisors enter a finding that Applicant's factory is in fact a new enterprise and that the same were completed on the date reflected on the Exhibits attached hereto, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 1st day of January, 2020 and ending on the 31st day of December, 2029, upon the tangible property described in the Exhibits attached hereto, used in, or necessary to the operation of Applicant's factory in Clay County, Mississippi; and

That this Board of Supervisors approve this application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Board of Supervisors will enter a final order on its minutes granting the exemption hereon prayed.

Respectfully submitted, this the 12th day of May, 2020.

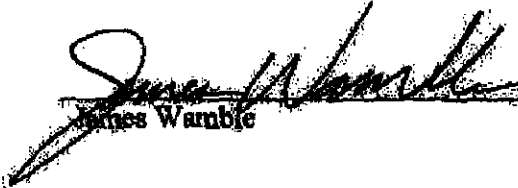
PLUM CREEK ENVIRONMENTAL TECHNOLOGIES, LLC

BY: 

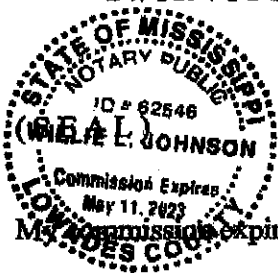
James Wamble, Member


STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority of law in and for said County and State, the within named JAMES WAMBLE known to me as a Member of PLUM CREEK ENVIRONMENTAL TECHNOLOGIES, LLC, who being by me first duly sworn state on oath that the facts contained in the above and foregoing Application on the day and year therein stated, for, on behalf of and as the act of said Limited Liability Company, being duly authorized so to do.


James Wamble

SWORN TO AND SUBSCRIBED before me, this the 12 day of May, 2020.




Notary Public

Prepared by:
James C. Helveston, MSB #2443
Edwards, Storey, Marshall, Helveston &
Basterling, LLP, Attorneys at Law
P. O. Box 835
West Point, MS 39773
(662) 494-5184

Return to:
James C. Helveston, MSB #2243
Edwards, Storey, Marshall, Helveston &
Basterling, LLP, Attorneys at Law
P. O. Box 835
West Point, MS 39773
(662) 494-5184

INDEXING INSTRUCTIONS: Three tracts of land in the SE-1/4 of S2-T17S-R6E,
Clay County, Mississippi

**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 considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

RICECO, LLC
a Mississippi Limited Liability Company
1319 WEST CHURCH HILL ROAD
WEST POINT, MS 39773
TELEPHONE: (662)295-3955

does hereby convey and warrant unto

PLUM CREEK ENVIRONMENTAL TECHNOLOGIES, LLC
a Mississippi Limited Liability Company
1302 INDUSTRIAL ACCESS ROAD
WEST POINT, MS 39773
TELEPHONE: (662)327-4183

the following described property located and situated in Clay County, Mississippi, to-wit:

TRACTS:

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 (Bishman 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

**Book DEED 301 Pg 675
Instrument 2019001537**



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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " rebar; thence North 00 degrees 12 minutes 59 seconds West a distance of 245.00 feet to a set $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " rebar; thence South 00 degrees 12 minutes 59 seconds East a distance of 264.50 feet to a set $\frac{1}{2}$ " rebar; thence South 12 degrees 18 minutes 22 seconds East a distance of 262.61 feet to a found $\frac{1}{2}$ " rebar; thence South 00 degrees 12 minutes 59 seconds East a distance of 43.54 feet to a set $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " rebar; thence North 00 degrees 12 minutes 59 seconds West a distance of 245.00 feet to a set $\frac{1}{2}$ " 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 (4383.55 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 ($1/16^{\text{th}}$) 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

**Book DEED 301 Pg 676
Instrument 2019001537**

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.

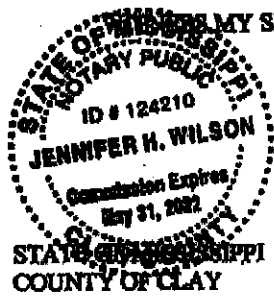
SUBJECT TO: An easement in favor of Southern Natural Gas Company filed of record on August 19, 1971 in Deed Book 117 at page 379 of the records in the office of the Chancery Clerk of Clay County, Mississippi.

TOGETHER WITH 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 1/2" 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 1/2" rebar; thence North 00 degree 12 minutes 59 seconds West a distance of 245.00 feet to a set 1/2" rebar; 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.

All 2019 ad valorem taxes assessed against subject property shall be prorated by and between the Grantor and Grantee as of the date of the execution of this instrument.

WITNESSE MY SIGNATURE, this the 30th day of April, 2019.



RICECO, LLC, a Mississippi Limited Liability Company
By [Signature]
LARRY RICE, MANAGER

Personally appeared before me, the undersigned authority of law in and for the State and County aforesaid LARRY RICE, MANAGER OF RICECO, LLC, a Mississippi Limited Liability Company, who acknowledged that he signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein stated, for and on behalf of and as the act of said RICECO, LLC, he being fully authorized so to do.

Given under my hand and official seal on this the 30th day of April, 2019.

[Signature]
NOTARY PUBLIC

My commission expires: 5/31/2022

Book DEED 301 Pg 677
Instrument 2019001537

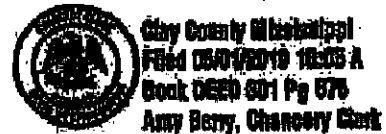
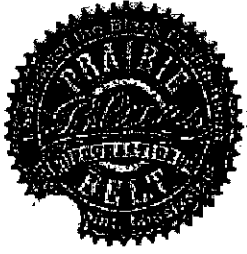


EXHIBIT F



PRAIRIE BELT BLUES FOUNDATION

PO Box 1334, West Point, MS 39773

July 20, 2020

Clay County Tax Assessor/Collector
Attn: Porsha Lee
P. O. Box 795
West Point, MS 39773

Dear Mrs. Lee:

The Prairie Belt Blues Foundation (Tax ID #46-5359870) is seeking tax exemption status under Internal Revenue Code (IRC) Section 501 (c) (3). Our organization has been classified as a public charity by the Internal Revenue Code.

Please consider our organization for the above mentioned tax status. If you have any questions, please contact Deborah Mansfield at (662) 275-7819.

Sincerely,

LaFrance Boyd
Secretary/Treasurer

LEGENDS OF THE BLACK PRAIRIE BLUES ♦ WEST POINT, MISSISSIPPI
www.MsBluesFoundation.org

EXHIBIT G



Board Approval

MISSISSIPPI CONSTABLES ASSOCIATION

Constables

BOARD OF DIRECTORS

Glenn McKay
Warren County
President

John H. Heggins
Warren County
Secretary/Treasurer

June 16, 2020

NORTHERN DISTRICT

Lewis Stafford
Clay County
Vice President

To All Board Members,

DIRECTORS

TBD
County

Sherman Ivy
Clay County

Bobby Holloway
Desoto County

We will be having our next quarterly board meeting in Vicksburg, MS. It will be held on Friday, July 24, 2020 at 9:00am at the Hampton Inn & Suites. If you would like to stay overnight on the 23rd, the rate is \$119.00 and you need to call and ask for the MCA rate. Please make your arrangements directly with the hotel.

CENTRAL DISTRICT

Jerry Dale Bridges
Montgomery County
Vice President

DIRECTORS

Troy Kimble
Warren County

Lee 'Chuck' Roberts
Lauderdale County

Willie Anderson
Holmes County

Sincerely,

John H. Heggins

Secretary / Treasurer

SOUTHERN DISTRICT

Harold Rhodes
Jefferson Davis County
Vice President

DIRECTORS

Randall Coleman
Simpson County

Scott Frost
Wayne County

Guy Harvison
Perry County

Hampton Inn & Suites of Vicksburg

3300 Clay St.

Vicksburg, MS 39183

601-636-6100

https://hamptoninn3.hilton.com/en/hotels/mississippi/hampton-inn-and-suites-vicksburg-VKSBGHX/index.html?SEO_id=GMB-HP-VKSBGHX

SERGEANT AT ARMS

Terry Ncaise
Hancock County

DIRECTOR AT LARGE

CHAPLAIN

L.D. Gillespie
Pontotoc County

EXHIBIT H

NO. _____

***IN THE MATTER OF APPOINTING H. SCOTT ROSS AND KYLE CHANDLER IV IN
SERVING ON THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT***

[There came on this day for consideration the matter of appointing H. Scott Ross and Kyle Chandler IV in serving on the Clay County Economic Development District.

It appears to this Board an appointment is needing to be made to the Clay County Economic Development District for another three years of service, and

It appears to this Board that H. Scott Ross and Kyle Chandler, IV are two qualified candidates for the said appointments and are willing and able to serve.

THEREFORE, after motion by Supervisor Lynn Horton and second by Supervisor Deanes this board doth vote unanimously to authorize and approve to appoint H. Scott Ross and Kyle Chandler IV to serve for a three year appointment beginning July 1, 2020 and ending June 30, 2023 on the Clay County Economic Development District.

SO ORDERED this the 23rd day of July, 2020.

Luke Lummus, President

ATTEST:

Amy G. Berry, Chancery Clerk
Clerk of the Board

EXHIBIT I

NOTICE OF INVITATION TO BID
Reverse Auction Information

Notice is hereby given that sealed or electronic bid proposals will be received by the Board of Supervisors of Clay County MS for the purchase of one (1) 2020 MODEL, ten (10) yard Truck Mounted Rear Loader GARBAGE TRUCK.

Bid proposals (no prices) will be accepted until 9:00 a.m. on Tuesday, September 8, 2020.

Bid specifications and procedures may be obtained by contacting the Purchase Clerk, Nikki Russell Cude, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at (662) 494-3313 or via email at ncude@claycounty.ms.gov. Bid proposals may be submitted by sealed envelope to the Chancery Clerk's office located at 365 Court Street, West Point, MS 39773 or by electronic submission at www.centralbidding.com.

All sealed bid proposals must be on file with the Chancery Clerk prior to or by the acceptance date and time as stated above. Said bid proposals must be sealed and clearly marked on the outside of the envelope as indicated: **ONE (1) 2020 MODEL GARBAGE TRUCKS/BID PROPOSAL DATE: Tuesday, September 8, 2020.** Submissions not so marked are submitted at the risk of the prospective bidder and the County assumes no responsibility for the premature opening of same by any County employee. Bid proposals sent through the U.S. Mail or delivered in person are done so at the risk of the prospective bidder and should be addressed and/or delivered to the Clay County Board of Supervisors, % of Amy G. Berry, Chancery Clerk, P.O. Box 815, West Point, MS 39773, or by hand or parcel delivery to 365 Court Street, West Point, MS 39773. The County is not responsible for submissions that are delivered in person or arrive in the mail after the designated opening time.

All electronic bid specifications and procedures may be obtained electronically at www.centralbidding.com. For questions relating to electronic downloads, please call Central Bidding at (225) 810-4814.

Bid proposals will be evaluated and vendors submitting acceptable proposals will be invited by no later than 5:00 p.m. on Tuesday, September 8, 2020 to submit priced bids. Final bidding will be held by electronic reverse auction on Thursday, September 10, 2020 at www.centralbidding.com beginning at 9:00 a.m. and ending at 10:00 a.m. (unless extended by anti-sniping).

Electronic bids and/or reverse auctions bids may be submitted at www.centralbidding.com. For any questions related to the electronic bidding process, please call Central Bidding at (225) 810-4814. Bids may also be submitted at Clay County Chancery Clerk's office % Amy G. Berry, 365 Court Street, West Point, MS 39773, on Thursday, September 10, 2020, beginning at 9:00 a.m. and ending at 10:00 a.m. (unless extended by anti-sniping) and will be included in the "live" reverse auction.

However, anyone wishing to submit bids in that manner will need to register with Central Bidding prior to said bid opening time and date. After careful consideration, the Clay County Board of Supervisors will officially award the bid at its regularly scheduled Board meeting on Thursday, September 10, 2020, at 10:30 a.m. unless continued until a later date.

If the agency is closed for any unforeseen reason which prevents the acceptance and/or opening of sealed or electronic bids, or prevents the live reverse auction at the advertised date and time, all bids shall be publicly opened and read aloud on the next business day that the agency shall be

open and at the previously advertised time. All reverse auctions shall begin on the next business day that the agency shall be open and at the previously advertised time. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the unforeseen closure of the agency. Each vendor/contractor shall be required to ensure the delivery and receipt of its sealed and/or electronic bid by the agency prior to the new date and time of the bid opening.

The Board expressly reserves the right to accept or reject any or all bids, or any part of any or all bids based on a lowest and best bid determination in the best interest of the County. The Board also reserves the right to waive informalities.

The County reserves the right to utilize "anti-sniping" for reverse auctions. Anti-sniping is a tool that automatically extends the bid time for reverse auctions by five (5) minutes if a vendor places a bid in the final five (5) minutes of the reverse auction. The anti-sniping effect will automatically extend the reverse auction bid time any time a bid is placed in the last five (5) minutes of the reverse auction and can auto extend the reverse auction multiple times until the bidding on the reverse auction ends.

by order of the Clay County Board of Supervisors. Witness my hand and official seal of office.

(SEAL)

Luke Lummus,
President of Board of Supervisors

Publish two (2) times,
Saturday, August 22, 2020
Saturday, August 29, 2020
Provide Proof of Publication

BID AMOUNT (MUST BE THE TOTAL BID FOR BOTH THE CHASSIS AND REAR
LOADER) \$ _____

EXHIBIT J

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Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

Invoice

Date	Invoice #
7/15/2020	256644

Bill To
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1035698	604.50

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 10%. The Link's dues and Trust fees are not deductible as charitable contribution.

Total	\$604.50
--------------	----------

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

FED. I.D.# 72-0445111

VIA EMAIL: MWILSON@GTRLINK.ORG

JUNE 29, 2020
 INVOICE NO. 1035698

RE: GENERAL PROJECT ADVICE - CLAY COUNTY

FILE NO. 140681-02

FOR PROFESSIONAL SERVICES RENDERED:

DATE	INIT	ACTION		HOURS
05/08/20	CSP	REVIEW CORRESPONDENCE FROM ORIGIS TEAM RE VENDOR PACKET COMPLETION REQUEST TO CLAY COUNTY EDD; FORWARD SAME TO A. BERRY WITH INSTRUCTIONS FOR COMPLETION.	.20	93.00
05/12/20	CSP	RETRIEVE AND FORWARD EXECUTED CLAY COUNTY BOARD RESOLUTION RE PROJECT OPTIMIST TO W. MONTJOY PER HIS REQUEST PRO SAME.	.10	46.50
05/21/20	CSP	AT THE REQUEST OF THE LINK TEAM, PARTICIPATE IN CALL WITH YOKOHAMA MANAGEMENT TO DISCUSS RUMORS OF HR ISSUES RELATED TO PANDEMIC AND LONG-TERM PLANT OPERATIONS; PREPARATION FOR SAID CALL, REVIEW YOKOHAMA MEMORANDUM OF UNDERSTANDING AND PILOT AGREEMENT.	1.00	465.00

TOTAL HOURS: 1.30

TOTAL FEES: \$604.50

-----TIME AND FEE SUMMARY-----			
-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S. PACE	465.00	1.30	604.50
TOTALS		1.30	604.50

JUNE 29, 2020

VOICE NO.: 1035698

FILE NUMBER: 140681-02

TOTAL COSTS: \$0.00

TOTAL FEES AND COSTS: \$604.50

DATE 29, 2020

INVOICE NO.: 1035698

FILE NUMBER: 140681-02

FILE NAME: GENERAL PROJECT ADVICE - CLAY COUNTY

*** REMITTANCE COPY ***

TOTAL FEES:	\$604.50
TOTAL COSTS:	\$0.00
LESS CREDITS:	\$0.00
TOTAL CURRENT FEES AND COSTS DUE	----- \$604.50

BALANCE DUE ON PRIOR INVOICES:

DATE	INVOICE NO.	BALANCE
09/27/18	953974	\$2679.50
01/30/19	981259	\$850.00

TOTAL PRIOR INVOICES DUE: -----
\$3,529.50

TOTAL AMOUNT DUE: -----
\$4,134.00
=====

PLEASE SEND PAYMENT AND REMITTANCE COPY TO:

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

APR 29, 2020

VOICE NO.: 1035698

FILE NUMBER: 140681-02

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

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EXHIBIT K

NOTICE TO BIDDERS
IN RE: CLAY COUNTY SUPPLY AND MATERIAL BIDS
FOR THIRD QUARTER ENDING SEPTEMBER 30, 2020

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 25th day of June, 2020 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for bids for supplies, materials, equipment, etc. for and on behalf of Clay County, MS for the third quarterly term period beginning July 24, 2020 and ending September 30, 2020. It appears to the Board that bids will be accepted Friday, July 17, 2020, on or before 9:00 A. M. in the Chancery Clerk's office located in the Clay County Courthouse at 365 Court Street, West Point, MS 39773 to be opened, reviewed, and tabulated by the Purchase Clerk, and presented to the Board of Supervisors Thursday, July 23, 2020.

IT IS THEREFORE ORDERED that Amy G. Berry, Clerk of the Board of Supervisors, be and is hereby directed to give notice by publication that the Board will receive sealed bids for supplies, materials, and equipment for the quarterly term period beginning July 24, 2020 and ending September 30, 2020, with the following:

- Grader Blades, Grader Blade Bolts, specify squared ended or beveled ended with or without bolts
- Cost per mile on setting up roads and shooting DBST and Reseal with 4/10 asphalt per lift, to bid two ways:
 - With County Furnishing Materials
 - Without County Furnishing Materials
- Cost per ton on asphalt (hot mix and cold mix)
- Crushed limestone, all sizes F. O. B. Quarry
- Cost per ton for Gravel – washed, pea, dirt, sand base, dirt and other road building material
- Cost per yard for Clay Gravel
- Cost per gallon for liquid asphalt
- Cost per gallon on spraying liquid asphalt
- Rental Rate of Equipment quoted with or without operator – Bulldozer, Motor Graders, Tractors, Trucks, Pans, Front End Loaders, Drag Lines, Asphalt Spreaders, Rollers, and other road building equipment
- Riveted and Spiral Metal Culvert pipes and bends on a per linear foot basis with delivery to be made in any quantity to any district shop or job site within 48 hours from time of order, freight to be prepaid on all deliveries, No Foreign material will be accepted
- Dual wall, smooth interior polyethylene pipes, all sizes, all grades

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. Friday, July 17, 2020. Mailed bids should be clearly marked "Third Quarter Bids – Do Not Open Until 7/17/2020".

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 Lynn Horton this Board doth vote unanimously in favor of the motion.

SO ORDERED this the 25th day of June, 2020.

Luke Lummus, President
Board of Supervisor

ATTEST:

Amy G. Berry, Chancery Clerk
Clerk of the Board

Publication:

07/01/2020
07/08/2020

Wash Gravel-County Hauling

Bidder		Price Per Ton
BACCO		\$9.75
APAC		\$12.51

983

MDJ
SD4

Clay Gravel-County Hauling

Bidder	Product	Price Per Yard
PRESTON DOBBS		\$3.50
BACCO		\$6.50
APAC		\$7.28

X

MBY
SDS

Pea Gravel-County Hauling

Bidders	Product	Price Per Ton
BACCO		\$7.50
APAC		\$11.68

D3
D4

Fill Dirt-County Hauling

Bidders	Product	Price Per Ton
PRESTON DOBBS		\$3.00
APAC		\$6.24

D3
D5

Top Soil-County Hauling

Bidder		Price Per Ton
PRESTON DOBBS		\$8.00

X

M BY
S DJ

209

Oversized Gravel

Vendor		Price Per Ton	
BACCO		\$11.50	
APAC		\$13.23	

MDS
S 04

Sand-County Hauling

Bidder	Product	Price Per Ton
APAC	MASON SAND	\$13.75
PRESTON DOBBS	WASTE SAND	\$3.00

APAC	FILL SAND	\$7.02
PRESTON DOBBS	FILL SAND	\$6.00
APAC	CONCRETE SAND	\$8.57
APAC	TOP DRESSING SAND	\$14.52

DS
DS

Pit Run Bedding-County Hauling

Bidder		Price Per Ton

065

COLD MIX

Vendor	Price Per Ton - Hauling	Price Per Ton - Pickup	
COLD MIX	\$86.00	\$97.00	
APAC		\$105.00	

MDJ
DS

Hot Mix

Vendor		Price Per Ton
APAC		\$70.00

D4
D5

Limestone -County Hauling

Limestone	Vendor	Vendor	Vendor
	WARREN PAVING/TOM SOYA	APAC	
#5	N/A	\$38.50	
#7	\$24.50	\$38.50	
#57	\$23.00	\$38.50	
#67	\$23.00	\$38.50	
#89	\$24.50	\$38.50	
Crush Run	\$22.45	\$38.50	

D3
D4

000

Culverts-Plastic Poly-Pipe

Size	ADS Price	Vendor
		G & O SUPPLY CO
8"		SEE ATTACHED BID SHEET
10"		
12"		
15"		
18"		
24"		
30"		
36"		
42"		
48"		
60"		

G & O SUPPLY CO., INC.

1344 D.L. COLEMAN DRIVE
Tupelo, MS 38801
662-846-3083 • 662-267-8442 • FAX 662-846-8304

1344 D.L. Coleman Dr. 335 STONEMAN RD. 260 FOREST AVE. 1218 RIDGEWAY @ 110 AIR DUKERTHEAL PARK RD
TUPULO, MS 388
SYBILLA, MS 386 JACKSON, MS 3926 GADSDEN, MS 3954 GREENADA, MS 3945
662-846-3083 662-267-8442 662-846-8304 662-274-6442

TERM BID

LEGAL ENTITY: Clay County
BID TERM: Bid Good thru term of bid as advertised
BID DATE: July, 17, 2020 @ 9:00 a.m.

AASHTO SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (VIRGIN RESIN)

- AASHTO M-250, STANDARD SPECIFICATION FOR POLYETHYLENE CORRUGATED DRAINAGE TUBING, 4" TO 60" DIAMETER
- AASHTO M-251, STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE, 12" TO 60" DIAMETER
- RESIN CELL CLASS SHALL BE 4545C FOR 4" TO 36" PIPE AND 4545C FOR 12" TO 60" PIPE
- ASTM F-477 SPECIFICATION FOR GLYCOLATED SEALS (Gaskets) FOR JOINING PLASTIC PIPE

ASTM F2446 SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (RECYCLED RESIN)

- ASTM F2446, STANDARD SPECIFICATION FOR 2" TO 60" ANNUAL CORRUGATED PROFILE WALL POLYETHYLENE PIPE AND FITTINGS FOR LAND DRAINAGE
- RESIN CELL CLASS SHALL BE 4545C FOR 4" TO 18" PIPE AND 4545C FOR 12" TO 60" PIPE
- ASTM F2446, STANDARD SPECIFICATION FOR 12" TO 60" ANNUAL CORRUGATED PROFILE WALL POLYETHYLENE PIPE AND FITTINGS FOR QUANTIFICATION STORM SEWER AND GROUNDWATER COLLECTION APPLICATIONS
- PIPE LENGTHS AVAILABLE BOTH SPECIFICATIONS:
24" Lengths: 8'-00", 12'-00", 18'-00", 24'-00", 30'-00", 36'-00", 42'-00", 48'-00", 54'-00", 60'-00"
36" Lengths: 12'-00", 18'-00", 24'-00", 30'-00", 36'-00", 42'-00", 48'-00", 54'-00", 60'-00"

DIAMETER (INCHES)	AASHTO PIPE COST \$	ASTM F2446 PIPE COST \$	PER FOOT PER FOOT	PER FOOT PER FOOT
8"	4.28	2.58	12.82	7.62
10"	8.67	5.19	19.48	12.48
12"	12.96	7.81	29.24	18.72
15"	20.09	13.08	47.71	29.57
18"	27.22	18.35	66.18	41.42
24"	40.35	27.52	100.65	62.88
30"	53.48	36.69	135.12	84.34
36"	66.61	45.86	169.59	105.79
42"	79.74	55.03	204.06	127.24
48"	92.87	64.20	238.53	148.69
54"	106.00	73.37	273.00	170.14
60"	119.13	82.54	307.47	191.59

GENERAL:

- THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY REQUEST.
- WE ARE AUTHORIZED ADS REPRESENTATIVE OUR OFFICE ARE THE SAME.

SEE AUTHORIZATION LETTER ATTACHED

Charles M. Carmon
Charles M. Carmon
G & O SUPPLY CO., INC.

by
05

004

Grader Blades Vendor

ALL DISTRICTS

Vendor	Vendor	\$/LF	\$/EA Blade
G&O Supply			
Sizes	UNIT PRICE	UNIT PRICE	
1/2" x 6"	SEE BID SHEET		
1/2" x 8"			
5/8" x 6"			
5/6" x 8"			

2020 County BM Pricing

DESCRIPTION	FACTOR	UNIT	UNIT PRICE
GRADER BLADE			
GRADER BLADE 1/2" X 6" 2650001	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650002	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650003	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650004	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650005	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650006	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650007	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650008	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650009	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650010	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650011	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650012	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650013	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650014	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650015	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650016	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650017	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650018	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650019	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650020	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650021	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650022	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650023	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650024	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650025	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650026	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650027	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650028	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650029	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650030	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650031	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650032	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650033	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650034	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650035	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650036	EA	1	95.00
GRADER BLADE 1/2" X 6" 2650037	EA	1	95.00
GRADER BLADE 1/2" X 8" 2650038	EA	1	95.00
GRADER BLADE 5/8" X 6" 2650039	EA	1	95.00
GRADER BLADE 5/6" X 8" 2650040	EA	1	95.00



by DS

Other Road Buildings Materials
ASPHALT/EMULSTIONS INC

Material Bid	PRICE PER GALLON	ERGON	
CRS-2	DELIVERED	2.1118	
CRS-2	PLANT PICK UP	1.8618	
CRS-2P	DELIVERED	2.3641	
CRS-2P	PLANT PICK UP	2.1141	

DJ
04
206

Equipment Rental

Bidder	Item Bid	Price Per Hour
	ACCEPTED ALL EQUIPMENT RENTAL BIDS	
	6/8 Dump Truck w/operator	
	416D Cat Backhoe w/operator	
	50 ton Lowboy & Tractor w/operator	
	20 Yard Dump Trailer & Truck w/operator	
	Cedar Rapids Asphalt Paver w/operator	
	RC350 Broce Power Broom w/out operator	
	Komatsu PC 200 Track Excavator w/out operator	
	Komatsu 380 Frontend Loader w/out operator	
	Komatsu 31-P Wide Track Dozer w/out operator	
	140-G Caterpillar Motor Grader w/out operator	
	Dump Trucks (14 yard beds)	

806

	Dozer: D-5 Cat (wide track) w/operator	
	Excavator: CASE 9030 (wide track) 1 1/2 yd bucket w/operator	
	Grader: Champion 760 14 ft Mold Board w/operator	
	Loader: John Deere 544 2 1/2 yd w/operator	
	Dirt Pan John Deere 4840 8 yd w/operator	
	Compactor: 84" vibratory roller w/operator	
	Compactor: 60" vibratory roller w/operator	
	Rubber Tired Rollers w/operator	
	Backhoe: CASE 580K w/operator	
	Lowboy Equipment Hauler	
	John Deere 310-G Backhoe	
	31-P Komatsu Dozer	
	37-P John Deere (60) Mini Trackhoe	

DBST-Without County Furnishing Materials

Bidder		Price Per Yard

DBST-With County Furnishing Materials

Bidder		Price Per Square Yard

Herbicide-Weed Killer

Bidder	Price Per Gal.	Bidder
Items		
Conerstone (Genetic Round-Up)		
Crossbow		

Tree Killer-Spike

Bidder	Item	Bid

Bidder		PRICE PER TON
	1 1/2 X 0 DURABERM	
	3/4 X 0 COMMERCIAL SLAG	
	2 X 3/4 RAILROAD BALLAST	
	4 X 1 1/2 COMMERCIAL SLAG	

Propane Bid

Bid for ONE year contract to service and fill county tanks monthly

Bidder		Price Per Gallon
SCOTT PETROLEUM		\$1.15
STARKVILLE LP GAS		\$1.53

Preston Dobbs Truck Service & Gravel Sales, LLC.

P. O. Box 9
Hamilton, MS 39746
Phone & Fax: 662-343-5150
dobbspreston@gmail.com

Submitted to: Clay County Board of Supervisors
305 COURT STREET
West Point, MS 39773

Please consider this BID for the following:

Clay Gravel \$3.50 / yard
Sand & Gravel \$6.00 / yard
Topsoil \$8.00 / yard
Fill Dirt and Waste Gravel \$3.00 / yard
Waste Sand \$3.00 / yard

All items are F.O.B. Hamilton, MS pit location. Delivery of material from pit location in Hamilton, MS to requested location can be arranged for an additional \$0.25 per yard per loaded mile. \$125 minimum.

This bid will expire September 30, 2020

[Signature]
Scott Dobbs

7-15-2020
Date

PRICE QUOTATION

BACCO MATERIALS, INC.

P. O. BOX 8940
COLUMBUS, MS 39705-0014
Phone : (662) 434-0171
Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS
CLAY COUNTY
P.O. BOX 815
WEST POINT, MS 39773

Date: July 1, 2020
Project: General Requirements
Shipping Point: Bacco Materials Plant

QUOTATION IS SUBJECT TO COMPANY CONDITIONS

Mat. Code	Description	Price
(Prices FOB Bacco Materials Plant, Lowndes County, MS)		
For Sale Between 07/24/2020 and 09/30, 2020		
212	WASHED GRAVEL	\$ 9.75 PER TON
245	OVERSIZE GRAVEL	\$ 11.50 PER TON
214	PEA GRAVEL	\$ 7.50 PER TON
601	CLAY GRAVEL	\$ 6.50 PER CUBIC YARD

We hereby accept the above offer and agree to its terms and conditions on this the _____ day of _____, 20____. Please mail invoices to _____

Customer: _____
By: _____

Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By: Wanda Cutrer
Wanda Cutrer
Bacco Materials, Inc.



A CRH COMPANY

APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

July 14, 2020

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

GRAVEL SUPPLY BID

APAC-Mississippi, Inc., is pleased to bid on the following materials:

UNIT PRICES – F.O.B. APAC – SCRIBNER PIT (HAMILTON, MS)

Washed Gravel	\$12.51/ton
Oversized Gravel (washed)	\$13.23/ton
Clay Gravel	\$7.28/ton
Pea Gravel	\$11.68/ton
Mason Sand	\$13.75/ton
Fill Sand	\$7.02/ton
Fill Dirt	\$6.24/ton
Concrete Sand	\$8.57/ton
Top Dressing Sand	\$14.52/ton

The above prices apply for the period of July 24, 2020 through September 30, 2020.

Subject bid is not made to the exclusion of other bidders. We will supply all or any part of your requirements.

Respectfully,

Ashley Sansing

ASHLEY SANSING



PO Box 333
Nettleton, MS 38858
662-256-4529

July 17, 2020

Honorable Board of Supervisors
Clay County
PO Box 815
West Point, MS 39773

Dear Honorable Board of Supervisors:

We are pleased to bid on the following item for the period of July 24, 2020 through September 30, 2020.

Cold Mix Asphalt (limestone) @ \$86.00 (Eighty-six dollars) per ton - FOB our plant in Wren, MS.

Cold Mix Asphalt (limestone) @ \$97.00 (Ninety-seven dollars) per ton
Delivered to all districts in Clay County. (23 Ton Minimum Order)

We appreciate the opportunity to serve you!

Respectfully,

Libby Blasingame

Owner

Cold Mix, Inc.

Privilege License # 5104

Premium Cold Mix Asphalt Products

Physical Address - 32807 Highway 45 North, Nettleton, MS 38858



APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

July 14, 2020

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

HOT AND COLD MIX ASPHALT SUPPLY BID

APAC-Mississippi, Inc. is pleased to bid on the following materials and related work, which are guaranteed to meet Mississippi Department of Transportation specifications:

HOT MIX:

F.O.B. Columbus, MS plant \$70.00/ton
F.O.B. Hamilton, MS plant \$70.00/ton

COLD MIX:

F.O.B. Columbus, MS plant \$105.00/ton

The above prices will remain in effect from July 24, 2020 through September 30, 2020.

This bid is not made to the exclusion of other bidders; we will supply all or any part of your requirements. Your business is sincerely appreciated, and we hope we can be of service to you on the basis of this bid.

Respectfully submitted,

Ashley Sansing

ASHLEY SANSING



2020, 3rd Quarter Quote

POST OFFICE BOX 572

POST OFFICE BOX 25

HATTIESBURG, MISSISSIPPI 39403

GULFPORT, MISSISSIPPI 39503

TELEPHONE (601)544-7811 - FAX (601)544-2005

TELEPHONE (228)896-8003 - FAX (228)896-8155

Stone Prices FOB West Point (Tom Soya Grain Co.)

<u>Material</u>	<u>CODE</u>	<u>Price</u>
100 lb. & 200 lb. Rip Rap		\$28.00
Gabion		\$27.50
4 X1 Limestone		\$23.00
4's, 57's, & 67's		\$23.00
7's & 89's Washed		\$24.50
810 Screenings		\$22.00
610 Base		\$22.45
¾" Down Base		\$22.45

Warren Paving requires a copy of purchase order before loading Pricing is FOB 11018 Old Hwy 50, West Point MS, 39773 Haul rate for Clay County is \$5.00/ton, full truckload quantities crushed stone.

Haul rate for Clay County is \$6.50 /ton, full truckload quantities for Rip Rap. Prices are effective from July 24th, 2020 to September 30, 2020. For orders or questions, call Darron Wood 601 270 9555

Or email darronwood@warrenpaving.com

Darron Wood
7/1/2020



APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

July 14, 2020

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

LIMESTONE SUPPLY BID

APAC-Mississippi, Inc., Fed ID 58-1401467, is pleased to bid on the following materials and related work:

UNIT PRICES F.O.B. Columbus, MS

Crusher Run Limestone (3/4" top-size)	\$38.50/ton
#67 Crushed Limestone	\$38.50/ton
#89 Crushed Limestone	\$38.50/ton
#7 Crushed Limestone	\$38.50/ton
#5 Crushed Limestone	\$38.50/ton
#57 Crushed Limestone	\$38.50/ton

The above prices will remain in effect from July 24, 2020 through September 30, 2020.

This bid is not made to the exclusion of other bidders; we will supply all or any part of your requirements. Your business is sincerely appreciated, and we hope we can be of service to you on the basis of this bid.

Sincerely,

ASHLEY SANSING

G & O SUPPLY CO., INC.

1344 D.L. COLLUMS DRIVE

Tupelo, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

1344 D.L. Collums Dr.
TUPELO, MS 388
662-840-3003

333 STONEWALL RD
BYHALIA, MS 38611
662-838-5122

2052 FOREST AVE.
JACKSON, MS 39206
601-366-7444

18188 HIGHWAY 49
SAUCIER, MS 39574
228-832-9655

102 AIR INDUSTRIAL PARK RD
GRENADA, MS 38901
888-267-0442

TERM BID

LEGAL ENTITY: Clay County
BID TERM: Bid Good thru term of bid as advertised
BID DATE: July, 17 2020 @ 9:00 a.m.

AASHTO SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (VIRGIN RESIN)

1. AASHTO M-252, STANDARD SPECIFICATION FOR POLYETHYLENE CORRUGATED DRAINAGE TUBING, 4" -10" DIAMETER
2. AASHTO M-294, STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE, 12" - 60" DIAMETER
3. RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435400C FOR 12" TO 60" PIPE
4. ASTM F-477 SPECIFICATION FOR ELASTOMETRIC SEALS (GASKETS) FOR JOINING PLASTIC PIPE,

ASTM F2648 SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (RECYCLED RESIN)

1. ASTM F2648, STANDARD SPECIFICATION FOR 2" TO 60" ANNULAR CORRUGATED PROFILE WALL POLYETHYLENE PIPE AND FITTINGS FOR LAND DRAINAGE
2. RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435420C FOR 12" TO 60" PIPE
3. ASTM F-2306, STANDARD SPECIFICATION FOR 12 TO 60 IN. [300 TO 1500 MM] ANNULAR CORRUGATED PROFILE-WALL POLYETHYLENE (PE) PIPE AND FITTINGS FOR GRAVITY-FLOW STORM SEWER AND SUBSURFACE DRAINAGE APPLICATIONS
4. PIPE LENGTHS AVAILABLE BOTH SPECIFICATIONS:
20' Lengths 8"-60", 24' Lengths 8"-60", 30' Lengths 12"-60" (20' Lengths have bell & spigot)

SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - BRAND NAME "N-12"

DIAMETER (INCHES)	AASHTO Pipe COST \$	ASTM F2648 PIPE COST \$	PER UNIT	COUPLING COST \$	PER UNIT
8"	4.08	3.88	LINEAR FOOT	7.62	EACH
10"	5.67	5.39	LINEAR FOOT	10.49	EACH
12"	6.63	6.31	LINEAR FOOT	11.84	EACH
15"	9.09	8.66	LINEAR FOOT	19.71	EACH
18"	12.06	11.50	LINEAR FOOT	33.59	EACH
24"	20.15	19.18	LINEAR FOOT	47.37	EACH
30"	28.27	26.92	LINEAR FOOT	110.12	EACH
36"	35.37	33.68	LINEAR FOOT	153.21	EACH
42"	45.67	43.49	LINEAR FOOT	224.25	EACH
48"	58.34	55.60	LINEAR FOOT	263.25	EACH
60"	108.58	103.41	LINEAR FOOT	409.50	EACH

GENERAL:

1. THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY REQUEST.
2. AS AN AUTHORIZED ADS DISTRIBUTOR OUR PRICES ARE THE SAME

SEE AUTHORIZATION LETTER ATTACHED



Charles M. Carson
G & O SUPPLY CO., INC.

Clay County, MS Bid

Pricing effective in Clay County, MS

July 24, 2020 - Sep 30, 2020

Bid Date: Jul 17, 2020



DIA	(Arch)	Corrugation	Gage	Galvanized		Aluminized		Polymer	
				Round	Arch	Round	Arch	Round	Arch
12	(n/a)	2-2/3 x 1/2	16	\$10.36	\$11.40	\$10.85	\$11.93	\$14.34	\$15.78
15	(17 x 13)	2-2/3 x 1/2	16	\$12.44	\$13.68	\$13.02	\$14.32	\$17.21	\$18.93
18	(21 x 15)	2-2/3 x 1/2	16	\$15.55	\$17.10	\$16.27	\$17.90	\$21.51	\$23.66
21	(24 x 18)	2-2/3 x 1/2	16	\$17.62	\$19.38	\$18.44	\$20.28	\$24.38	\$26.82
24	(28 x 20)	2-2/3 x 1/2	16	\$19.69	\$21.66	\$20.61	\$22.67	\$27.25	\$29.97
30	(35 x 24)	2-2/3 x 1/2	16	\$24.88	\$27.36	\$26.03	\$28.64	\$34.42	\$37.86
36	(42 x 29)	2-2/3 x 1/2	16	\$30.06	\$33.06	\$31.46	\$34.60	\$41.59	\$45.75
42	(49 x 33)	2-2/3 x 1/2	16	\$37.00	n/a	\$38.72	n/a	\$51.20	n/a
48	(57 x 38)	2-2/3 x 1/2	16	\$41.36	n/a	\$43.28	n/a	\$57.22	n/a
12	(n/a)	2-2/3 x 1/2	14	\$12.44	n/a	\$13.02	n/a	\$17.21	n/a
15	(17 x 13)	2-2/3 x 1/2	14	\$15.55	\$17.10	\$16.27	\$17.90	\$21.51	\$23.66
18	(21 x 15)	2-2/3 x 1/2	14	\$18.66	\$20.52	\$19.52	\$21.48	\$26.82	\$28.40
21	(24 x 18)	2-2/3 x 1/2	14	\$21.77	\$23.94	\$22.78	\$25.06	\$30.12	\$33.13
24	(28 x 20)	2-2/3 x 1/2	14	\$24.88	\$27.36	\$26.03	\$28.64	\$34.42	\$37.86
30	(35 x 24)	2-2/3 x 1/2	14	\$31.09	\$34.20	\$32.54	\$35.79	\$43.03	\$47.33
36	(42 x 29)	2-2/3 x 1/2	14	\$37.31	\$41.04	\$39.05	\$42.95	\$51.63	\$56.79
42	(49 x 33)	2-2/3 x 1/2	14	\$45.71	\$50.28	\$47.83	\$52.62	\$63.25	\$69.57
48	(57 x 38)	2-2/3 x 1/2	14	\$52.24	n/a	\$54.67	n/a	\$72.28	n/a
54	(64 x 43)	2-2/3 x 1/2	14	\$58.77	n/a	\$61.50	n/a	\$81.32	n/a
21	(24 x 18)	2-2/3 x 1/2	12	\$31.56	\$34.72	\$33.03	\$36.33	\$43.67	\$48.04
24	(28 x 20)	2-2/3 x 1/2	12	\$35.91	\$39.51	\$37.58	\$41.34	\$49.89	\$54.66
30	(35 x 24)	2-2/3 x 1/2	12	\$44.62	\$49.08	\$46.70	\$51.37	\$61.74	\$67.92
36	(42 x 29)	2-2/3 x 1/2	12	\$53.33	\$58.66	\$55.81	\$61.39	\$73.79	\$81.17
42	(49 x 33)	2-2/3 x 1/2	12	\$65.13	\$71.65	\$68.16	\$74.98	\$90.13	\$99.14
48	(57 x 38)	2-2/3 x 1/2	12	\$74.28	\$81.70	\$77.73	\$85.50	\$102.78	\$113.06
54	(64 x 43)	2-2/3 x 1/2	12	\$83.42	\$91.76	\$87.30	\$95.03	\$115.43	\$126.97
60	(71 x 47)	2-2/3 x 1/2	12	\$110.19	n/a	\$115.32	n/a	\$152.47	n/a
66	(77 x 52)	2-2/3 x 1/2	12	\$121.07	n/a	\$126.70	n/a	\$167.53	n/a
36	(42 x 29)	2-2/3 x 1/2	10	\$67.47	\$74.22	\$70.61	\$77.67	\$93.37	\$102.70
36	(42 x 29)	2-2/3 x 1/2	10	\$67.47	\$74.22	\$70.61	\$77.67	\$93.37	\$102.70
42	(49 x 33)	2-2/3 x 1/2	10	\$82.28	\$90.50	\$86.10	\$94.71	\$113.85	\$125.23
48	(57 x 38)	2-2/3 x 1/2	10	\$93.70	\$103.07	\$98.06	\$107.87	\$129.66	\$142.82
54	(64 x 43)	2-2/3 x 1/2	10	\$105.13	\$115.64	\$110.02	\$121.02	\$145.47	\$160.02
60	(71 x 47)	2-2/3 x 1/2	10	\$140.12	\$154.13	\$146.64	\$161.30	\$193.89	\$213.27
66	(77 x 52)	2-2/3 x 1/2	10	\$153.72	n/a	\$160.87	n/a	\$212.71	n/a
72	(83 x 57)	2-2/3 x 1/2	10	\$174.02	n/a	\$182.11	n/a	\$240.79	n/a
78	(n/a)	2-2/3 x 1/2	10	\$188.17	n/a	\$196.92	n/a	\$260.37	n/a
84	(n/a)	2-2/3 x 1/2	10	\$203.73	n/a	\$213.20	n/a	\$281.90	n/a
90	(n/a)	2-2/3 x 1/2	10	\$217.88	n/a	\$228.01	n/a	\$301.48	n/a
96	(n/a)	2-2/3 x 1/2	10	\$232.02	n/a	\$242.82	n/a	\$321.06	n/a

n/a = configuration not available due to structural or manufacturing limitations

Hugger/5-C Bands priced at 1.5LF of same diameter

10-C Bands priced at 3LF of same diameter



GRADER BLADES

DESCRIPTION	PROD #	UNIT	UNIT PRICE
1/2" X 6" X 5' CDB 5/8" BH	GB10031	EA	\$ 40.00
1/2" X 6" X 6' CDB 5/8" BH	GB10055	EA	\$ 48.00
1/2" X 6" X 7' CDB 5/8" BH	GB10079	EA	\$ 56.00
1/2" X 6" X 7' CDB 3/4" BH	GB10091	EA	\$ 56.00
1/2" X 6" X 8' CDB 5/8" BH	GB10103	EA	\$ 64.00
1/2" X 6" X 8' CDB 5/8" BH	GB10127	EA	\$ 72.00
1/2" X 6" X 10' CDB 5/8" BH	GB10151	EA	\$ 80.00
1/2" X 8" X 6' CDB 5/8" BH	GB10319	EA	\$ 60.00
1/2" X 8" X 7' CDB 5/8" BH	GB10343	EA	\$ 70.00
1/2" X 8" X 8' CDB 5/8" BH	GB10367	EA	\$ 80.00
1/2" X 8" X 7' CDB 3/4" BH	GB10355	EA	\$ 70.00
1/2" X 8" X 8' CDB 3/4" BH	GB10379	EA	\$ 80.00
5/8" X 6" X 7' CDB 3/4" BH	GB20091	EA	\$ 77.00
5/8" X 8" X 7' CDB 3/4" BH	GB20355	EA	\$ 91.00
5/8" X 8" X 7' CDB 5/8" BH	GB20343	EA	\$ 91.00
5/8" X 2" BOLT PLOW W/NUT	BN6/8X2PBB	BOX(80)	\$ 108.00
5/8" X 2.5" BOLT PLOW W/NUT	BN6/8X2-1/2PBB	BOX(80)	\$ 115.00
5/8" X 3" BOLT PLOW W/NUT	BN6/8X3PBB	BOX(60)	\$ 96.00
3/4" X 2" BOLT PLOW W/NUT	BN3/4X2PBB	BOX(60)	\$ 105.00
3/4" X 2.5" BOLT PLOW W/NUT	BN3/4X2-1/2PBB	BOX(60)	\$ 118.00
3/4" X 3" BOLT PLOW W/NUT	BN3/4X3PBB	BOX(40)	\$ 90.00
Blades sold in bundles of 10			
Bolt & Nuts Sold by Box			



Ergon Asphalt & Emulsions, Inc.

July 17, 2020

Clay County, MS
Board of Supervisors
P. O. Box 815
West Point, MS 39773

RE: Bid for Asphalt Emulsions for Clay County, Mississippi for the period from July 24, 2020 through September 30, 2020

To Whom It May Concern:

We are pleased to quote you the following prices delivered in full truck transport quantities to any destination in Clay County, Mississippi.

ASPHALT EMULSION:

**CRS-2 \$1.8618/gallon tied to the MS July 2020 Index – PLANT PICKUP
**CRS-2 \$2.1118/gallon tied to the MS July 2020 Index – DELIVERED

**CRS-2P \$2.1141/gallon tied to the MS July 2020 Index – PLANT PICKUP
**CRS-2P \$2.3641/gallon tied to the MS July 2020 Index – DELIVERED

****Prices will be adjusted monthly based on previous months index. Freight is \$0.25/gal.**

Ergon allows two (2) hours unloading time after that we charge \$90 per hour demurrage.

Federal Environmental Fee will be added to above prices at a rate of \$0.0015/gal for all emulsion loads.

Ergon guarantees the quality of all products to be in full compliance with specifications prescribed by the Mississippi State Highway Department.

Federal tax identification number 64-0666411.

Respectfully yours,
ERGON ASPHALT & EMULSIONS, INC.



Bear Horne
Area Sales Manager

BH/tp

EXHIBIT L

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112739

Statement

DATE 7/6/20/20

TERMS

TO Clay County Bldg
Repair Honey Dams Bldg
West Point MS 39773

IN ACCOUNT WITH
KAP Construction
15021 Hwy 46
Abbeville MS 39755

	Half Gable system Labor & materials included -			\$26250	00
	Aluminum welded frame Add to Half Gable Price			\$5000	00
THANKS					

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT	
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Bid For Repair Henry Harris Bldg
COURT STREET
WEST POINT MS 39773

Demo front Awning structure

Replace with new structure

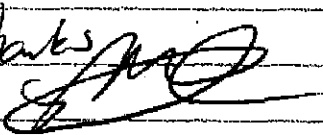
Stamp & Resurface TILE walkway

Paint Hand Railing

Clean up all TRASH & Remove MATERIAL

APP 2 WK weather permitting

Clay County to furnish 2-man Hydm. Lift
& Dumpster

Shanks


Invoice

Bid for Repair of Henry Harris Bldg. 628582

SOLD TO Clay County Henry Harris Bldg. West Point MS 39773	SHIP TO Contractor Steve Moore Construction 206 E Jones Drive Etchecoville Ala 35461			
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				7/4/2020

ORDER NO.	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
		Quote with Half Gable Truss System All material & Labor included		1	\$25,100.00
		To ADD Aluminum 1 1/2" welded frames to Half Gable Bid Price ADD			\$5,000.00
		Thank you			
		Bid for Repair of Henry Harris Bldg. Court Street West Point MS			

Edwards 8940

08-16

Bid for Repair Henry Lane's Bldg.
Demolition of Front Awning and tile on wall

Repair any damage to structure on removal of
Awning

Replace Framing Structures w/ Half Gable Trusses :
wood material will be used (Note will be sealed
any moisture.)

Cover framing w/ standing seam 40yrs wood
Metal (Color to match other metal on Bldg.)

Enclose under side of Awning with Vinyl or
white in Color (or Term Color if Different)

Will Add a 3" wall on front of walk way
(This will be stamped w/ same pattern as
walk way)

Walk way will have all existing Tile Removed
& New Surface applied.

Walk way to be stamped concrete (pattern)
note: (should never have to be replaced)

Repaint existing Hand Railing to match
Awning Color

Clean up all unused materials in Green

Note: if A Alum Awning Framing would be Perfor
Additional charge will be added.

Quote included all Material & Labor

With the weather being a factor Job ~~Should~~ Should be completed w/ 2 weeks working time.

Invoice will follow

NOTE!! Clay County TO furnish the following:
2-man Hydraulic Lift
Dumpster for use used & debris material

EXHIBIT M

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**NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
TERRY WAYNE SCOTT, AND CLAY COUNTY SHERIFF'S OFFICE**

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

1.0 PARTIES

The parties to this contract are the MISSISSIPPI BUREAU OF NARCOTICS, hereinafter referred to as "MBN" and generally as "State;" TERRY WAYNE SCOTT, hereinafter referred to as SCOTT and generally as "SCI;" and CLAY COUNTY SHERIFF'S OFFICE, hereinafter referred to as CLAY CO. SO and generally as "EMPLOYER."

2.0 SCOPE OF WORK

All services listed in this statement are to be performed by SCOTT unless otherwise noted.

2.1 Goal

Pursuant to § 41-29-112 Miss. Code Ann., the Director of the MBN desires the services and benefits of a Special Contract Investigator to detect and apprehend violators of the criminal statutes pertaining to the possession, sale or use of narcotics or other dangerous drugs. Employer desires SCI to be appointed as a non-compensated Special Contract Investigator to support its local law enforcement efforts. Employer's request for SCI appointment is attached as "Addendum A," and incorporated herein by reference.

2.2 Scope of Work

- 2.2.1 SCI will be known and will identify himself/herself as a Special Contract Investigator for the MBN when acting under his/her authority as a non-compensated Special Contract Investigator for the MBN.
- 2.2.2 SCI agrees and promises to perform services and duties as assigned by the Director of the MBN, or his designee. Such services and duties to be assigned SCI shall be consistent with the accomplishment of the intent, purpose and objective of the Mississippi Controlled Substances Law, Section 41-219-101, et. seq. of the Mississippi Code of 1972, as amended. SCI will be assigned duties and have authority to act in cases related to drug investigations with the MBN.
- 2.2.3 SCI agrees to faithfully perform the duties assigned to him/her by the Bureau to the best of his/her ability. Further, SCI agrees to keep inviolate the confidences, secrets, and non-public information of the MBN, whether written or oral, and will not communicate same in any way unless authorized to do so.
- 2.2.4 SCI agrees that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local government agency. Duties performed and time devoted in furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCI if otherwise employed or officially appointed.

- 2.2.5 SCI agrees to following Bureau methods and procedures to include: field testing, chain of custody, evidence handling, case reporting and handling of public funds. The MBN agrees to train SCI in such Bureau methods and procedures.
- 2.2.6 SCI agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the direct supervision, direction and control of the Director of the Mississippi Bureau of Narcotics or his designee.
- 2.2.7 SCI shall have the authority to arrest when acting under the scope of this contract.
- 2.2.8 SCI shall, as a condition to appointment as a SCI, meet the same requirement imposed on a Bureau agent regarding background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations provided, however, that SCI is not less than eighteen (18) years of age.
- 2.2.9 SCI understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the option of the Director or his designee.
- 2.2.10 SCI agrees to provide the MBN on demand with information required to conduct a background investigation, satisfactory results of polygraph and urinalysis testing from sources acceptable to the MBN.

3.0 ELIGIBILITY

3.1 Certified Law Enforcement Officer

SCI covenants as an express condition of his/her eligibility to become a non-compensated Special Contract Investigator that he/she is qualified to be a Mississippi Law Enforcement Officer under the provisions of § 45-6-11 Miss. Code Ann. and holds a valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training. Said certificate is attached to this contract as "Addendum B," and is incorporated herein by reference.

3.2 Firearms Qualification

SCI must have completed initial firearms training required by his/her permanent employer and show proof of meeting requalification requirements, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of the SCI and his/her employer. Said initial firearms qualification is attached to this contract as "Addendum C," and is incorporated herein by reference.

3.3 Non-MBN Employee

Pursuant to § 41-29-112 Miss. Code Ann., SCI shall not be considered an employee of the MBN for any purpose. SCI is a regular full-time employee of CLAY CO. SO (as well as being an SCI) and while functioning as a regular full-time employee of said Employer should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment.

4.0 STATUS OF SPECIAL CONTRACT INVESTIGATOR

4.1 No Entitlements of Employment with MBN

While functioning as a non-compensated Special Contract Investigator, SCI shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the Mississippi State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provisions specifically relating to public employment, as the above provisions apply to the MBN. While functioning as a non-compensated Special Contract Investigator, SCI shall not be entitled to participate in any group health or life insurance plan offered by the MBN or the State of Mississippi through the Bureau nor shall he/she be entitled by the contract to coverage by the Mississippi Workers' Compensation Commission as applicable to the MBN.

4.2 No Entitlement to Current or Future Employment

The relationship now being formed does in no way guarantee full employment either in the present or future for SCI now entering this agreement.

4.3 Independent Contractor

SCI shall be an independent contractor and not receive compensation from the Bureau.

4.4 Credentials

Badges, weapons, and other personal equipment will be furnished by the Employer. However, appropriate credentials will be furnished by the MBN for SCI.

4.5 Legal Representation

SCI shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded the SCI by the MBN for claims or criminal charges arising from the performance of duties under this agreement. Said representation must come from the Employer.

5.0 PERIOD OF PERFORMANCE

This contract shall commence on the date the contract is fully executed by all required signatories, notwithstanding the fact that this agreement may or may not be executed by the parties on the same date. This agreement shall terminate on **JUNE 30, 2021** unless terminated otherwise as stated below or if SCI leaves employment with Employer or SCI is deceased. However, in no case shall the duration of this contract exceed one year.

6.0 CONSIDERATION AND PAYMENT

7.0 GENERAL TERMS AND CONDITIONS

This contract is subject to and incorporates the following terms and conditions governing a contract between MBN and SCI for professional services:

7.1 Governing Law

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

7.2 Sovereign Immunity

The MBN, a Bureau of an agency of the State of Mississippi, in no way waives its sovereign immunity and such shall be controlling over any conflicting provision contained herein.

7.3 Termination for Convenience

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the MBN, ATTENTION: Director, at P.O. Box 720519, Byram, MS 39272, or to SCI at 19152 J.L. Webber Road, Cedar Bluff, MS 39741. Notice to Employer will also be given by MBN. Notice given pursuant to this paragraph shall be deemed sufficient for all purposes.

7.4 Termination for Cause

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCI or Employer.

7.5 Fitness for Duty Determination

The MBN shall have sole discretion to determine whether SCI is capable for fully performing the duties required of him/her by this contract.

7.6 Assignability

SCI acknowledges that he/she was selected by the MBN to perform the services required hereunder based, in part, upon the SCI's special skills and expertise. SCI shall not assigned, subcontract, or otherwise transfer this agreement, in whole or in party.

7.7 Waiver

SCI agrees and promises to make no claim against the Director, nor against any Agent, employee, Special Contract Agent, or other Special Contract Investigator of the MBN for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCI's duties. SCI assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waive any and all notice of the existence of such conditions.

7.8 Insurance

SCI agrees and promises that he is an authorized employee with CLAY CO. SO and that prior to entering upon the discharge of duties as a non-compensated Special Contract Investigator, he/she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his/her office and said bond covers SCI when working outside the jurisdiction of Employer as a non-compensated Special Contract Investigator. Said surety bond is attached as "Addendum D." and is incorporated herein by reference. Any and all liability to third persons not parties this this agreement shall be the total responsibility of SCI or Employer. Employer certifies that it has liability insurance

that covers SCI's performance of his/her duty as a non-compensated Special Contract Investigator and said insurance is effective outside the jurisdiction of Employer.

If the Employer's insurance will cover the SCI's liability while outside his or her employer's jurisdiction, the requirement for a surety bond will be waived. To receive this waiver the Employer must provide a statement to this affect to MBN on letterhead which is signed by the Authorizing Authority at the Employer.

7.9 Miscellaneous

Any requirement that SCI adhere to the policies and procedures of the MBN General Orders does not cause the incorporate, by reference or otherwise, of the General Orders as part of this contract. No contractual obligations arise therefrom or accrue against the MBN.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement, and is a complete and exclusive statement of the terms of that agreement. As such, pursuant to his power under §41-29-112 Miss. Code Ann., the Director of the MBN designates SCOTT to be a non-compensated Special Contract Investigator of the MBN with the authority, subject to the terms of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations.

DATE

STEVEN MAXWELL
MBN INTERIM DIRECTOR

DATE

SPECIAL CONTRACT INVESTIGATOR


WITNESS TO SCI SIGNATURE
PRINT NAME: _____

DATE

SHERIFF
PRINT NAME: _____

7/23/2020

DATE

 _____
AUTHORIZING AUTHORITY
PRINT NAME: _____

WITNESS TO A. AUTHORITY
PRINT NAME: *Amie B. Benz*

**LIST OF ADDENDUMS TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
TERRY WAYNE SCOTT, AND CLAY COUNTY SHERIFF'S OFFICE**

Addendum A – CLAY COUNTY SHERIFF'S OFFICE request for SCI appointment.

Addendum B – Valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training.

Addendum C - Initial firearms training qualification.

Addendum D – Surety Bond or Certification from Employer Regarding Insurance Coverage.

**ADDENDUM A TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
TERRY WAYNE SCOTT, AND CLAY COUNTY SHERIFF'S OFFICE**

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint TERRY WAYNE SCOTT to be a non-compensated Special Contract Investigator under § 41-29-112 Miss. Code Ann. and specifically agree to his/her serving as a non-compensated Special Contract Investigator under the conditions set forth in this contract. I specifically understand that the MBN will not provide legal representation for TERRY WAYNE SCOTT for any claims arising from the performance of duties or alleged performance of duty as a non-compensated Special Contract Investigator and agree that all legal liabilities and costs are the responsibility of CLAY COUNTY SHERIFF'S OFFICE.

I certify that:

- (1) SCOTT is bonded as a condition of his employer and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of CLAY CO. SO while working as a non-compensated Special Contract Investigator.
- (2) CLAY CO. SO is self-insured through the State of Mississippi. Said self-insurance will remain in effect during the life of this contract. The undersigned agrees to immediately notify the MBN if said insurance policy is cancelled or modified in any way. I further certify that this officer is cover outside the jurisdiction of CLAY CO. SO while working as a non-compensated Special Contract Investigator.
- (3) SCOTT has been certified under § 45-6-11 Miss. Code Ann. by the Board on Law Enforcement Officer Standards and Training and that such certification is current.
- (4) SCOTT has met the firearms training requirements of my law enforcement agency and that required requalification are current and will remain current during the life of this contract.
- (5) SCOTT has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922(g)(9).
- (6) That this request to appoint SCOTT as a non-compensated Special Contract Investigator and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the H. Eddie Scott

(INSERT AUTHORIZING AUTHORITY)

H. Eddie Scott
SHERIFF

PRINT NAME: H. Eddie Scott

DATE

7/23/2020

DATE



Jake Leung
AUTHORIZING AUTHORITY

PRINT NAME: Jake Leung

WITNESS TO A. AUTHORITY

PRINT NAME: Amy G. Benz

PURCHASE ORDER
CLAY COUNTY
WEST POINT, MS
662-494-3124

Requisition #: 29056

OPEN

PO #: 46205
Date: 7/21/2020

Vendor #: 3312

GUEST BODY SHOP, LLC
26076 W MAIN ST

WEST POINT MS 39773-0000

Bill to:

CLAY COUNTY SHERIFF'S DEPT
348 W BROAD ST
PO BOX 142
WEST POINT MS 39773-0000

Ship to:

CLAY COUNTY SHERIFF'S DEPT
348 W BROAD ST
PO BOX 142
WEST POINT MS 39773-0000

Bid Date:

Contract Date:

QUANTITY	DESCRIPTION		PRICE	TOTAL
1.00	WINDSHIELD	001- -	235.00	235.00
1.00	A/C COMPRESSOR KIT	001- -	537.00	537.00
5.00	FREON	001- -	12.00	60.00
3.00	LABOR FOR SD 1510	001- -	180.00	540.00

TOTAL AMOUNT OF PURCHASE ORDER: 1372.00

Made
Purchase Clerk

ORIGINAL DATE OF PRINT: 7/21/2020 9:46:49

PURCHASE REQUISITION

Requisition No 029056

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Related Purchase Order No. 44005

County Department or Office

Date 7-21-20

Budget to be Charged:

Date Needed

Sheriff

Delivery to:

Guest Body Shop

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Windshield	235.00
1	A/C Compressor Kit	537.00
.5	Freon	12.00
3	Labor @ 60.00	180.00
	SD1510	
		\$1000.00

Approved: Anthony Cummins
Authorized Signature

Guest Body Shop, LLC
 26076 W. MAIN ST.
 West Point, Ms. 39773
 662-494-1369

Estimate

Date	Estimate #
7/20/2020	1809

Name / Address
CLAY COUNTY SHERIFF

Attn: Anthony

			Project
Description	Qty	Cost	Total
WINDSHIELD REPLACEMENT	1	235.00	235.00
AC COMPRESSOR KIT	1	537.50	537.50
FREON	0.5	24.00	12.00
LABOR	3	60.00	180.00
14 DODGE CHARGER VIN: 2C3CDXAGXE11236538			
SALES TAX		7.00%	0.00
Total			\$964.50

GUEST BODY SHOP

07/20/2020 16:02 5624951169

EXHIBIT N

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]

]



Clay County Sheriff's Department

Post Office Box 142
348 West Broad Street
West Point, Mississippi 39773
Telephone: (662) 494-2896
Facsimile: (662) 494-4034

Sheriff
Eddie Scott
(662) 295-5441

Chief Investigator
Ramirez Williams
(662) 295-1632

Jail Administrator
Anthony Cummings

July 23, 2020

Dept. of Public Safety Planning
Office of Justice Program
1025 Northpark Drive
Ridgeland, MS 39157
Attn: Sharon Nguyen, JAG

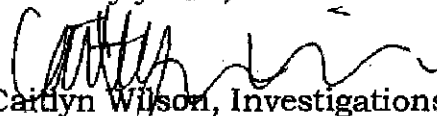
Re: JAG Grant Application for Clay County Sheriff's Office

Dear JAG Nguyen:

Enclosed please an original and one copy of the JAG Grant Application for Year 2018 for the Clay County Sheriff's Office for your review and consideration.

If there is anything further that is required from this office in this regard, please do not hesitate to contact me at 662-494-2896.

Sincerely yours,


Caitlyn Wilson, Investigations Assistant
Clay County Sheriff's Office

Enclosures



Clay County Board of Supervisors

Post Office Box 815
West Point, Mississippi 39773
Telephone: (662) 494-3313
Facsimile: (662) 492-4059
E-mail: supervisors@claycounty.ms.gov

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

July 23, 2020

Dept. of Public Safety Planning
1025 Northpark Drive
Ridgeland, MS 39157
Attn: Micheal Hall

Dear Mr. Hall:

In response to your questions regarding communication with the Department of Homeland Security (DHS) and/or Immigration and Custom Enforcement (ICE), the Clay County Sheriff's Office responds as follows:

Question: *Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?*

Answer: Yes. By order of the Sheriff of Clay County, Mississippi, this office is to notify the Department of Homeland Security (DHS) of any illegal immigrants in this jurisdiction.

Question: *Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet with description in question?*

Answer: No. Clay County, Mississippi does not have any superior policies in place with regard to any type of immigration.

If there is anything further that is required from this office in this regard, please do not hesitate to contact me.

Sincerely yours,

Luke Lummus, President of the Board of Supervisors of Clay County, Mississippi

FY 2018 JAG APPLICATION CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

Subgrant Application summary Form (DPSP form A)

Statement of the Problem (DPSP A-2a)

Objectives and Projected Impact (DPSP Form A-2b)

Implementation Plan/Project time-line (DPSP Form A-2c)

Sustainability Plan (DPSP Form A-2d)

Budget Summary (DPSP Form 3)

Budget Narrative (DPSP Form 4)

Evaluation Plan (DPSP Form 5)

Non-Supplant Certification

Equal Employment Opportunity Plan Certification (DPSP Form 6)

Original and one copy of the application package

2018 JAG Certification 1373

Body Worn Camera Policy & Certification (if applicable)

Body Armor Mandatory Wear Policy & Certification (if applicable)

Copy of SAM Registration (sam.gov)

All of the above award documents should be returned by: July 8, 2019

Amy G. Berry
SUB-GRANT CONTACT PERSON


DATE

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2018 Certification of Compliance With 8 U.S.C. §§ 1373 & 1644

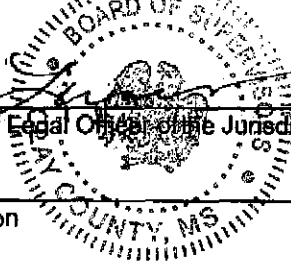
On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:


- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).



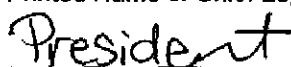
Signature of Chief Legal Officer of the Jurisdiction

Date of Certification





Printed Name of Chief Legal Officer



Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (i.e., the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

Rev. August 28, 2018



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING



CLAY COUNTY DEPUTIES SUMMARY

1. Applicant (Name, Address, Zip, Phone, Email) Clay County Sheriff Sheriff Eddie Scott 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P: (662) 295-5441 escottclaysheriff@gmail.com	2. Project Director (Name, Address, Zip, Phone) Caitlyn Wilson, Investigations Assistant 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P:(662) 397-1022 cwilson@claysheriffms.org	3. Financial Officer (Name, Title, Address, Zip, Phone) Captain Jeremy Bell 348 West Broad Street West Point, MS 39773 W: (662) 494-2896 P: (662) 295-9420 Jeremybell23@gmail.com
--	---	--

4. Project Title <p style="text-align: center;">Local Law Enforcement</p>	5. DUNS Number: <u>079117719</u> Tax ID. Number: <u>64-6000252</u>
--	---

6. Type of Application <input checked="" type="checkbox"/> Initial <input type="checkbox"/> 2 nd Yr. or <input type="checkbox"/> ___ Yr. <input type="checkbox"/> Continuation of Grant No.	7. Desired Project Duration <u>6</u> Months Start Date: October 1 st 2020 End Date: March 31 st 2021
--	---

8. Brief Project Summary (required)
 Funds provided will aid in providing the Clay County Sheriff's Department with uniform and professional duty equipment. By being able to issue Deputies their duty equipment, the Clay County Sheriff's Department will better serve the community in a more uniformed and professional manner. The boots will help complete required patrol duty uniforms.

9. Budget Category	Requested							
a. Personnel								
b. Fringe Benefits								
c. Equipment								
d. Travel								
e. Operating Expense								
f. Contractual Services								
g. Miscellaneous								
Total Project Budget								

10. Source of Funds	Federal	%	St/Local Match	%	Total	%
Requested Budget	4,459.86	75	1,486.62	25	5,946.48	100

11. Number of pages in this application

[Signature]
 Chief Administrative Officer (Signature and Date)

[Print Name]
 Chief Administrative Officer (Type or Print)

[Signature] 7/22/2020
 Project Director (Signature and Date)

[Signature] 7/22/20
 Financial Officer (Signature and Date)

 Title



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**



BUDGET FUNDING DATA

BUDGET CATEGORY	REQUESTED BUDGET	
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT		
TOTAL EQUIPMENT	5,946.48	
	\$5,946.48	
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET	\$5,946.48	

SUMMARY FUNDING DATA

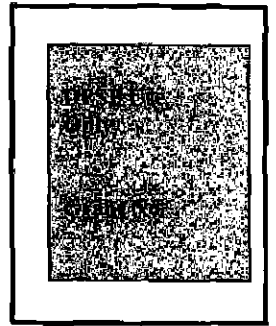
	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	4,459.86	75	1,486.62	25	5,946.48	100
APPROVED BUDGET						

Budget Prepared By: _____



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

NON-SUPLANT CERTIFICATION



PART VIII:

The Clay County Sheriff's Office (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

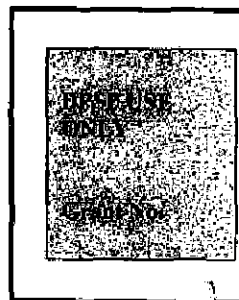
Signature: _____
(Chief Executive Officer)

Title: Sheriff, Clay County Sheriff's Office

Date: _____



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING



EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

A. The County of Clay (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name Amy G. Berry

Address P.O. Box 815 West Point, MS 39773

Title Chancery Clerk's Office

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The _____ (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

MID SOUTH UNIFORM & SUPPLY, INC.
1825 UNIVERSITY BLVD
JACKSON, MS 39204
(601)373-3613 (800)325-3958

06/05/20

BOOTS W/O ZIPPER
CLAY COUNTY SHERIFF'S DEPT.
330 W BROAD STREET
P O BOX 142
WEST POINT MS 39773

662-494-2896

Dear Sirs:

Please accept this correspondence as our quote on the following:

QUOTE #33236

ITEM #	DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
1 3021034-200	UA VALSETZ RTS 1.5 BOOT-COYOTE	24	105.77	2,538.48
	Comment: BLACK OR COYOTE			
2 3040	BOOT - JUSTIN - BLACK	24	142.00	3,408.00

Total of lines with quantities only: 48 5,946.48

Thank you for allowing us this opportunity to serve you.
This quote is valid for up to 30 days.

Sincerely,



Terry Dahlem
Vice President Sales

EXHIBIT O

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]

]

EXHIBIT P

[

[

[

**RESOLUTION OF THE CLAY COUNTY BOARD OF SUPERVISORS
IMPLEMENTING CERTAIN POLICIES, PRACTICES AND PROCEDURES
TO CONTROL THE SPREAD OF INFECTIOUS DISEASE IN RESPONSE TO THE
CORONAVIRUS (COVID-19) PANDEMIC**

THERE CAME ON TO BE HEARD AND WAS HEARD the motion of Supervisor Deanes, which motion was seconded by Supervisor Chandler, to adopt the following resolution, to-wit:

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and the State of Mississippi significantly impact the life and health of our people, as well as the economy of Clay County and the State of Mississippi; and

WHEREAS, the Centers for Disease Control (CDC) guidance for responding to COVID-19 suggests avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions, and that based on Executive Order No. 1492 (I)(i)(l) Clay County is authorized to adopt orders, rules, regulations and resolutions during this COVID-19 State of Emergency; and

WHEREAS, there is a surge in cases in the State of Mississippi, with the case total for Clay County being 263 and thirteen (13) deaths, as of July 21, 2020, at 6:00 p.m. and that the total cases for the State of Mississippi is 47,071 with total deaths of 1,423 as of the aforesaid date and time, neither of which support a finding of a downward trajectory in the occurrence of COVID-19 cases.

IT IS THEREFORE, ORDERED AND RESOLVED:

1. That a curfew of 10:00 p.m. to 5:00 a.m. is hereby ordered and established to remain in effect for thirty (30) days following the execution of this order. This provision is not in any way intended to limit or alter a person's ability to travel to and from an essential business or for the purpose of a medical emergency.
2. That due to the surge in cases throughout the State of Mississippi, face coverings (covering a person's nose and mouth) must be worn indoors and outdoors when unable to maintain a minimum of six (6) feet separation from other individuals not in the same household.

This face covering requirement SHALL NOT apply to the following individuals:

- a. People whose religious beliefs prevent them from wearing a face covering;
- b. Those who cannot wear a face covering due to medical reasons;
- c. Restaurant patrons while dining; and

- d. Children under six (6) years of age.
3. Bars, clubs and other such establishments where social distance (more than six (6) feet of separation) IS POSSIBLE are limited to no more than fifty (50) people on the premises.
4. Bars, clubs and other such establishments where social distance (more than six (6) feet of separation) IS NOT POSSIBLE are limited to no more than ten (10) people on the premises.
5. The number of customers in a restaurant shall be no greater than fifty percent (50%) of seating capacity in conformity with Executive Order No. 1478 (I)(a)(x).
6. A copy of this Resolution shall be delivered to the Sheriff of Clay County.
7. This Resolution shall take effect immediately and remain effective until further notice.
8. This Resolution shall be posted on the website for the County and published otherwise as required by law.

After due discussion, the motion was called to vote and each supervisor voted as follows, to-wit:

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

The motion passing by a majority of the supervisors, it was declared passed by the Board of Supervisors.


SO ORDERED, on this the 23rd day of July, 2020.

CLAY COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

BY: *Luke Lummus*
LUKE LUMMUS, PRESIDENT



ATTEST:



AMY G. BERRY, CLERK