

*Minutes of
Clay County Board of Supervisors
Regular Meeting
Tuesday, August 10, 2021 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 Tuesday, August 10, 2021.

PRESENT:

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

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

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 Deanes with the invocation given by Supervisor R. B. Davis.

ADOPTION OF AGENDA

Supervisor Davis moved to adopt the agenda as presented.

The motion was seconded by Supervisor Horton.

(Exhibit "A")

AMENDMENT OF AGENDA

Supervisor Horton moved to amend the agenda as presented.

The motion was seconded by Supervisor Davis.

AMMENDMENTS TO BE APPROVED AND ADDED TO THE AGENDA

There were no amendments to be added to the agenda.

AUTHORIZE AND APPROVE TO APPOINT MILTON SUNDBECK AND NEAL COKER TO SERVE ON THE ECONOMIC DEVELOPMENT DISTRICT BOARD FOR THREE YEAR TERM

Supervisor Davis moved to authorize and approve to appoint Milton Sundbeck and Neal Coker to serve on the Economic Development District Board for a three-year term beginning July 1, 2021 and ending June 30, 2024.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE FOR PAYMENT THE INVOICE FROM THE *GOLDEN TRIANGLE LINK* IN THE AMOUNT OF \$625.00 AND FOR THE CLERK TO REQUEST FOR REIMBURSEMENT FROM THE CITY OF WEST POINT FOR ONE-HALF PORTION

Supervisor Davis moved to authorize and approve for payment the invoice from the *Golden Triangle LINK* in the amount of \$625.00 and for the Clerk to request for reimbursement from the City of West Point for one-half portion.

The motion was seconded by Supervisor Horton.

(Exhibit "B")

AUTHORIZE AND APPROVE TO APPOINT CAROLYN POSTON AND JIMMIE DAVIDSON TO SERVE ON THE LINK BOARD OF TRUSTEES FOR CLAY COUNTY

Supervisor Horton moved to authorize and approve to appoint Carolyn Poston and Jimmie Davidson to serve on the LINK Board of Trustees for Clay County for two-year appointment beginning October 1, 2021 thru September 30, 2023.

The motion was seconded by Supervisor Davis.

(Exhibit "C")

AUTHORIZE AND APPROVE TO IMPLEMENT MASK MANDATE FOR ALL COUNTY OWNED BUILDINGS AND FURTHER, TO TEMPORARILY SUSPEND THE RENTAL OF ANY COUNTY BUILDING BEGINNING AUGUST 16, 2021 UNTIL INDEFINATELY

Supervisor Horton moved to authorize and approve to implement mask mandate for all County owned buildings and further, to temporarily suspend the rental of any county building beginning August 16, 2021 until indefinitely.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE THE CHANCERY CLERK TO EXECUTE THE COLLATERAL SECURITY AGREEMENT WITH BANCORP SOUTH BANK

Supervisor Davis moved to authorize and approve the Chancery Clerk to execute the Collateral Security Agreement with BancorpSouth Bank.

The motion was seconded by Supervisor Horton.

(Exhibit "D")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE CERTIFICATE OF TRAINING FROM THE STATE AUDITOR'S OFFICE ON AMY G. BERRY, INVENTORY CLERK, AND LAFRANCE BOYD, RECEIVING CLERK

Supervisor Horton moved to authorize and approve to spread on the minute the Certificate of Training from the State Auditor's Office on Amy G. Berry, Inventory Clerk, and LaFrance Boyd, Receiving Clerk.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

AUTHORIZE AND APPROVE THE CERTIFICATE OF COMPLETION ON THE WEST CHURCHILL ROAD PROJECT FOR THE SMALL MUNICIPALITIES LIMITED POPULATION GRANT SM-18-831

Supervisor Davis moved to authorize and approve the Certificate of Completion on the West Churchill Road Project for the Small Municipalities Limited Population Grant #SM-18-831.

The motion was seconded by Supervisor Horton.

(Exhibit "F")

AUTHORIZE AND APPROVE THE PRESIDENT TO EXECUTE THE GRANT AGREEMENT WITH THE MS DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE COUNTY ENFORCEMENT OFFICER

Supervisor Horton moved to authorize and approve the President to execute the Grant Agreement #SW1317 with the MS Department of Environmental Quality to reimburse the County for a portion of the County Enforcement Officer position.

The motion was seconded by Supervisor Chandler.

(Exhibit "G")

AUTHORIZE AND APPROVE TO TABLE THE DESIGNATION OF THE COUNTY ENFORCEMENT OFFICER

Supervisor Horton moved to authorize and approve to table the designation of the County Employee to serve as the County Enforcement Officer.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE TO TRANSFER \$200,000 FROM FUND NO. 018, TVA SPECIAL FUND TO FUND NO 001, GENERAL COUNTY FUND

Supervisor Davis moved to authorize and approve to transfer \$200,000 from fund no. 018, TVA Special Fund to fund no. 001, General County Fund.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE THE PURCHASE OF NINE SHERIFF VEHICLES ON STATE CONTRACT FROM KIRK'S AUTO WORLD IN GRENADA, MS FOR \$323,087.00

Supervisor Lummus moved to authorize and approve the purchase of nine Sheriff Vehicles on State Contract from Kirk's Auto World in Grenada, MS for \$323,087, as budgeted in the current year budget, and further, for the Sheriff to sell any vehicles from the existing fleet at a public auction with the sales proceeds generated from the sale to go towards the purchase of the new vehicles.

The motion was seconded by Supervisor Horton.

(Exhibit "H")

AUTHORIZE AND APPROVE THE CHANCERY CLERK TO SOLICIT LEASE PURCHASE QUOTES FOR THE FINANCING OF THE PURCHASE OF THE NINE SHERIFF VEHICLES

Supervisor Lummus moved to authorize and approve the Chancery Clerk to solicit lease purchase quotes for the financing of the purchase of the nine Sheriff Vehicles.

The motion was seconded by Supervisor Horton.

PUBLIC HEARING FOR USDA FUNDS TO PURCHASE EQUIPMENT FOR THREE DISTRICTS – DISTRICTS 1, 3, AND 4

Phyllis Benson with the Golden Triangle Planning and Development District facilitated the public hearing as advertised to be held on August 10, 2021, at 10:00 a.m., to discuss the equipment requesting to be purchased by Districts 1, 3, and 4 with funds from USDA Rural Development. No citizens from the public at large were present. Only the members of the Board, Board Attorney, Clerk of the Board, Sheriff, and Phyllis Benson. No public questions or comments were heard.

(Exhibit "I")

AUTHORIZE AND APPROVE DISTRICTS 1, 3, & 4 PURCHASE THE REQUESTED EQUIPMENT AS ADVERTISED THROUGH USDA RURAL DEVELOPMENT

Supervisor Horton moved to authorize and approve for Districts 1, 3, & 4 to purchase mini excavators and utility trailers with USDA Rural Development Funds.

The motion was seconded by Luke Lummus.

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Horton moved to go into closed session.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF *THE MISSISSIPPI CODE OF 1972* TO DISCUSS A PERSONNEL MATTER

Supervisor Lummus moved to go from closed session to executive session as allowed under Section 25-41-7 of *the Mississippi Code of 1972* to discuss a personnel matter.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

Supervisor Davis move to come out of Executive Session

The motion was seconded by Supervisor Chandler.

RECESS

Supervisor Davis moved to recess until Wednesday, August 11, 2021 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Lummus.

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

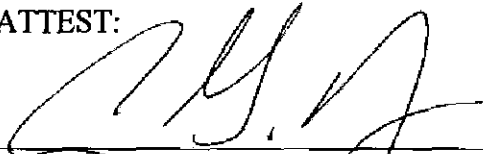
SO ORDERED: this the 10th day of August, 2021.



Shelton L. Deanes

SHELTON L. DEANES, PRESIDENT
CLAY COUNTY
BOARD OF SUPERVISORS

ATTEST:



AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD

EXHIBIT A



*Clay County Board of Supervisors
Agenda for Meeting
Tuesday, August 10, 2021, at 9:00 a.m.*

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Treva Hodge, *I/T and Personnel Administrator*
 - Request to consider Lexis Nexis Batch Services
- Authorize and approve to appoint Milton Sundbeck and Neal Coker to serve on the Economic Development Board for three-year term
- Authorize and approve payment to LINK for invoice in the amount of \$625.00 and for the Clerk to bill the City of West Point for one half portion for reimbursement
- Consider LINK Board appointments for two-year term
- Consider Mask Mandate requiring all Masks to enter County Buildings due to increase in COVID cases
- Authorize and approve the Chancery Clerk to execute the Collateral Security Agreement with Bancorp South Bank as required by all public bodies and mail to State Treasurer's Office
- Authorize to spread on the minutes the Certificate of Training as received from the MS Office of State Auditor's Office on Amy G. Berry, Inventory Clerk, and LaFrance Boyd as Receiving Clerk for the term
- Phyllis Benson, *Golden Triangle Planning and Development District*
 - Public Hearing at 10:00 a.m. on purchase of mini-Excavators and utility trailers for Districts 1, 3, and 4 through the USDA Equipment program
- Authorize and approve to spread on the minutes the Certificate of Completion from the MS Development Authority on SMLPC Grant No. SM-18-831, W. Church Hill Road Project
- Authorize and approve to spread on the minutes the award letter from MS Dept. of Environmental Quality for Enforcement Officer in the amount of \$11,384.00, Grant No. SW1317
- Budget Work Session
- Meet with the EDD Board at 11:00
- Recess until Wednesday, August 11, 2021 at 9:00 a.m. at the Clay County Courthouse

Amendments:

EXHIBIT B



Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

Invoice

Date	Invoice #
8/12/2021	257504

Bill To

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

Item Code	Description	Amount
Clay County Reimbursement	Calvert -Spradling #9725, Project Avocado	625.00

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	\$625.00
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Calvert-Spradling Engineers, Inc
P. O. Drawer 1078
West Point, MS 39773
662-494-7101

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

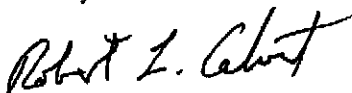
Invoice number 9725
Date 07/28/2021

Project 221-113 GTD LINK - PROJECT
AVOCADO (CLAY CO.)

Labor

	Date	Hours	Rate	Billed Amount
Matthew T. Forrester 315 - ENGINEERING				
<i>RFI Responses</i>				
Mindy W. Ferguson 210 - CLERICAL	07/22/2021	0.50	110.00	55.00
<i>RFI</i>				
Robert Calvert Jr 170 - COMPUTER DESIGN	07/22/2021	0.75	60.00	45.00
Robert L. Calvert 260 - HOURLY ENGINEER	07/22/2021	3.00	75.00	225.00
Stanley J. Spradling 260 - HOURLY ENGINEER	07/22/2021	1.00	200.00	200.00
	07/22/2021	0.50	200.00	100.00
Labor subtotal		5.75		625.00
			Invoice total	625.00

Approved by:



Robert L. Calvert

EXHIBIT C



Approved 8/10/2021

July 20, 2021

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

Dear President Davis,

This letter serves as notice to the Clay County Board of Supervisors to appoint two (2) representatives to the Board of Directors of the Golden Triangle Development LINK (LINK). This appointment, as defined in the contractual agreement between the LINK and the Board, will serve a two-year term beginning October 2021 unless selected for leadership on our Executive Committee. In the the case of selection to the Executive Committee, members serve two-year terms.

The 2022-2024 Executive Committee will be selected no later than October 1, 2022. All four appointees from Clay County are eligible, however only two will be selected for this committee.

The LINK Executive Committee reserves the right to deny appointments and request new appointees should a conflict arise.

Traditionally, the LINK Board of Directors has been an elite group comprised of qualified, decision-making individuals. The charge of the board has a dramatic impact on the economic health of our community. It is imperative that individuals selected to serve must be capable and willing to take an active role in the growth and development of the Golden Triangle region.

If your community has inter-local an agreement for the appointment of representatives, please submit all appointees together in the same document using the format on the following page.

Sincerely,

Joe Max Higgins, Jr.
CEO, Golden Triangle Development LINK



Submit your nominees and their information in the following format:

Name	Organization/Occupation	Phone	Email
1. Jimmy Davidson		(662) 275-3834	
Carolyn Poston		(662) 295-8061	

Mail to:
Golden Triangle Development LINK
c/o Joe Max Higgins, Jr.
P.O. Box 1328
Columbus, MS 39703

All nominees MUST be received by **Friday, September 3, 2021.**

Members with terms expiring:
Jimmy Davidson, Board of Directors, 2020-2021
Carolyn Poston, Board of Directors, 2020-2021

Members still serving their terms:
LaDonna Helveston, Executive Committee, expiring 2021-2022
Bruff Sanders, Executive Committee, expiring 2021-2022

EXHIBIT D



BancorpSouth

June 10, 2021

Clay County, Mississippi
348 W Board Street
West Point, MS 39773

Attn: Financial Officer

We are very happy to have your public fund account.

As required by the State Treasurer's Office in order for you to participate in the State Collateral Pool, please find attached a COLLATERAL SECURITY AGREEMENT that all public bodies must complete and retain on file. This agreement will enable you to comply with Section 1823(e) of FIRREA, in order to assure FDIC insurance and adequate securitization for public funds deposits.

The COLLATERAL SECURITY AGREEMENT must be signed by you, the Public Depositor Official, and this depository bank. I am sending a signed Agreement to you. ***You need to sign and forward this agreement to the State Treasurer's Office for their signature at P.O. Box 138, Jackson, MS 39205.*** They will return a signed copy to you.

If you should have any questions concerning this form, please call me.

Respectfully,

Paula Russell | Funds Management Officer
BancorpSouth | P.O. Box 789 | Tupelo, MS 38802
BancorpSouth Bank | 201 South Spring Street, 6th Floor | Tupelo, MS 38804
(DIRECT) 662.680-2431 | (FAX) 662-680-2381 | email: paula.russell@bxs.com

Enclosure

P.O. Box 789 • Tupelo, MS 38802-0789 • 662-680-2000

**BANCORPSOUTH BANK
COLLATERAL SECURITY AGREEMENT
FOR MISSISSIPPI PUBLIC FUND DEPOSITS**

THIS COLLATERAL SECURITY AGREEMENT is made and entered into on this day by and between the Treasurer of the State of Mississippi, hereinafter called "Treasurer" on behalf of Clay County, Mississippi, hereinafter called "Depositor", and BancorpSouth Bank, a state banking association, organized under the laws of the State of Mississippi, and authorized by law to do banking business, hereinafter called "Bank".

RECITALS

Through action of its governing Board, Depositor has designated Bank as a depository for funds of the Depositor. During the term of this Collateral Security Agreement, the Depositor will, through appropriate action of its governing Board, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under the Collateral Security Agreement. Bank's Customer Service, Depositor or other pertinent Agreement, is incorporated herein for all purposes; however, to the extent that any provisions therein conflict with any provisions herein, this Collateral Security Agreement will control.

Funds on deposit with Bank to the credit of the Depositor are required to be secured by Collateral as provided for by law. Under the terms of this Agreement, as hereinafter described, Bank shall grant to Depositor a security interest in certain Collateral. The parties shall name and designate a statutory third party custodian (hereinafter called the "Custodian,") which will hold the Collateral in a joint custody account for the benefit of the Depositor. Depositor shall have entered into or shall in the future enter into a separate Custodial Agreement with such Custodian, which is incorporated herein by reference.

THEREFORE, in consideration of the foregoing and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I. Bank hereby pledges to Depositor, and grants to Depositor a security interest in, those assets (hereinafter called the "Collateral" or "substitute Collateral") owned by Bank and held by Custodian for the benefit of Depositor, in accordance with the terms of this Collateral Security Agreement, to secure deposits held by Bank for Depositor. Depositor shall at all times have a first priority perfected security interest in the Collateral held by Custodian for the benefit of Depositor, and Bank shall not incur the Collateral to defeat Depositor's position nor hinder Depositor's ability to collect upon the Collateral under this Agreement.

II. The total of the market value of the Collateral securing such deposits will be in such an amount to comply with the applicable City of Ft. Smith Municipal Code Section 2-164: 102% of the daily account balances.

III. Bank has heretofore, or will hereafter, deliver to Custodian Collateral of the kind and character permitted by said statutes of sufficient amount and market value to provide adequate Collateral for the funds of Depositor deposited with Bank as required by said statutes. Said Collateral, or substitute Collateral as hereinafter provided for, shall be kept and retained by Custodian in trust so long as the depository relationship between Depositor and Bank shall exist hereunder, and thereafter so long as deposits made by Depositor with Bank, or any portion thereof, shall have been properly paid out by Bank to Depositor or on its order. Custodian shall not release any such Collateral without the written permission of Depositor, except as authorized under this Agreement.

IV. Bank shall cause Custodian to accept said Collateral and hold the same in trust for purposes herein stated.

V. Should Bank fail at any time to pay and satisfy, when due, any check, draft, warrant, or voucher lawfully drawn against any deposit of Depositor, or in case Bank becomes insolvent or in any manner breaches its contract with Depositor, Depositor may give written demand for cure or reparation of such failure, insolvency or breach to Bank, and Bank shall within five business days from receipt of such notice cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within five business days of receiving said written notice, it shall be the duty of Custodian, upon written demand of Depositor announcing the default of Bank under this Agreement, to surrender the above-described Collateral to the Depositor. Depositor may sell or cause to be sold all or part of such Collateral and out of the proceeds thereof pay Depositor all damages and losses sustained by it, together with all reasonable expenses of any and every kind incurred by it on account of such failure, insolvency or breach, or sale, accounting to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Bank shall remain liable for any deficiency after sale and reasonable expenses.

VI. Any sale of such Collateral, or part thereof, made by Depositor hereunder may be made either at public or private sale; provided, however, it shall give Bank ten days written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder for cash. Depositor and Bank shall have the right to bid at such sale.

VII. If at any time the aggregate market value of such Collateral so deposited with Custodian is less than the total sum required under said statutes, Bank shall within one business day deposit with Custodian such additional Collateral as may be necessary to cause the market value of such Collateral to equal the total amount of required Collateral. Bank shall make reasonable efforts to monitor the amount of deposits of Depositor, but it shall be the duty of Depositor to notify Bank of any significant increases in deposits.

VIII. If Bank shall desire to sell or otherwise dispose of any one or more of said securities (Collateral) so deposited with Custodian, Bank may substitute for any one or more of such securities other securities of the same market value and character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank at any time and as often as it may desire; provided, however that the aggregate market value of all Collateral pledged at any time shall be at least equal to the amount of Collateral required hereunder. With the lender of substitute Collateral to Custodian, Bank hereby warrants that the substitute Collateral will be of the same or greater market value as the Collateral released and of the kind and character permitted under the statutes. With respect to Collateral released under this paragraph, the security interest in such Collateral shall terminate upon proper and sufficient substitution.

IX. Bank shall be entitled to any and all income, interest, dividend or periodic payments of principal plus prepayments of principal on securities held by Custodian, and Custodian may dispose of such income as directed by Bank without approval of Depositor, provided that Depositor has not notified Custodian that Bank is in default under this Agreement.

X. Bank shall, or Bank shall cause Custodian to, promptly forward to Depositor copies of safekeeping or trust receipts covering all such Collateral held by Custodian for the benefit of Depositor, including substitute Collateral as provided for herein, and such receipts, or copies thereof, shall be deemed part of this Agreement. However, when the State Treasurer is the Depositor, Custodian shall send such receipts directly to the Treasurer's office. Bank shall, or Bank shall cause Custodian to, remit statements of account of the Collateral to Depositor or its auditors at least semi-annually.

XI. Securities (Collateral) delivered to Custodian in contemplation of or subsequent to execution of this Agreement, may be acceptable and effective as security for the purposes of this Agreement with or without specific mention by resolution of the appropriate governing committee or board of Bank or the governing body of Depositor.

XII. If at any time the Collateral in the hands of Custodian shall have a market value in excess of that required by said statutes, Depositor shall within one business day upon demand by Bank, authorize Custodian to release a specified amount of such excess of Collateral, and Custodian shall deliver this specified amount of Collateral (or specified securities) to Bank, taking its receipt therefor, and Custodian shall have no further liability for Collateral so redelivered to Bank under this paragraph, and the security interest provided for hereunder shall terminate with respect to such released collateral.

XIII. Either Depositor or Bank shall have the right to terminate this Agreement by advance written notice to the other of its election to do so, and this Agreement shall be null and void from and after the expiration of sixty days after the receipt of such notice, or when, upon notice of termination, all deposits of Depositor have been paid out by Bank. Upon such proper termination of this Agreement, the security interest provided for herein shall terminate, and Depositor shall immediately give Custodian written notice of such termination, whereupon Custodian shall re-deliver the Collateral to Bank.

XIV. When the depository relationship of Depositor and Bank shall have ceased to exist, and when Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to immediately give Custodian written notice to that effect; whereupon Custodian shall redeliver to Bank all Collateral then in its possession belonging to Bank, taking its receipt therefor. Upon such notice that all deposits have been properly paid out, the security interest provided for herein shall terminate. However, unless a notice of termination (as described in paragraph XIII, above) shall have been previously delivered, this Agreement shall be reinstated when a depository relationship shall be reinstated between Depositor and Bank.

XV. Any modifications to this Agreement, or change in Custodian, shall be agreed to and in writing signed by Depositor and Bank. This Agreement is continuing and binding upon Bank and its successors and assigns, and shall inure to the benefit of Depositor and its successors and assigns.

XVI. Bank shall not utilize a Custodian for the purpose of holding Collateral for the benefit of a public funds Depositor if such Bank and Custodian are owned by a single bank holding company.

XVII. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

XVIII. A copy of the resolution of the appropriate governing committee or board of Bank authorizing execution of this Agreement is attached hereto.

XIX. As used in this Agreement, the term "business day" shall mean a day in which the Federal Reserve Bank shall be open for the transaction of business.

EXECUTED ON THIS THE 10th DAY OF June, 2021, by the undersigned duly authorized officer of Bank.

FOR BANCORPSOUTH BANK:

Paula Russell
Title: Bank Agent Office

EXECUTED ON THIS THE 10th DAY OF August, 2021, by the undersigned duly authorized officer of Depositor.

FOR DEPOSITOR:

Chancy Clark
Title: Chancy Clark

EXECUTED ON THIS THE _____ DAY OF _____, 2021, by the undersigned duly authorized STATE TREASURER.

Title: _____

EXHIBIT E

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The State of Mississippi

State Auditor

TO ALL WHOM THESE PRESENTS SHALL COME, GREETINGS:


LaFrance Boyd

has completed the program for professional education administered by the Mississippi Cooperative Extension Service, as required by the laws of the State of Mississippi, and is registered by the Office of the State Auditor as a

Clay County Receiving Clerk

IN WITNESS WHEREOF, the State Auditor grants this certificate under the seal of the State of Mississippi at Jackson, Mississippi, this day of January 1, 2021.





State Auditor

The State of Mississippi
State Auditor

TO ALL WHOM THESE PRESENTS SHALL COME, GREETINGS:

Amy Gray Berry

has completed the program for professional education administered by the Mississippi Cooperative Extension Service, as required by the laws of the State of Mississippi, and is registered by the Office of the State Auditor as a

Clay County Inventory Control Clerk

IN WITNESS WHEREOF, the State Auditor grants this certificate under the seal of the State of Mississippi at Jackson, Mississippi, this day of January 1, 2021.





State Auditor

EXHIBIT F



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY
JOHN ROUNSAVILLE
EXECUTIVE DIRECTOR

July 27, 2021

Mr. Shelton Deanes, President
Clay County Board of Supervisors
P.O. Box 815
West Point, MS 39773

RE: Closeout – Clay County
SMLPC Grant #SM-18-831

Dear Mr. Deanes:

The Mississippi Development Authority's Community Incentives Division is hereby transmitting for your records a copy of the Certificate of Completion for the above-referenced Small Municipalities and Limited Population Counties project.

Also enclosed is an executed agreement relative to the close-out of your SMLPC project. This agreement designates that Clay County remains responsible for any subsequent audits or results of audits of project activities, which may result in funds having to be repaid to MDA by Clay County. You must retain these documents in your SMLPC records for five years in order to be in compliance with record retention regulations.

Thank you for your interest in the SMLPC grant program. We are proud to assist you in meeting your community's needs and hope that we can continue our working relationship to improve the quality of life.

Sincerely,

A handwritten signature in black ink that reads "Lisa Maxwell".

Lisa Maxwell
Bureau Manager
Community Incentives Division

LM: acs

Enclosure(s)

cc: Phylis Benson

**MISSISSIPPI DEVELOPMENT AUTHORITY BOND GRANT PROGRAM
CLOSE-OUT REPORT**

Grantee: Clay County Project Number: SM-18-831

Program: Small Municipals Rural Impact Development Infrastructure

Grantee's Address: Post Office Box 815, (205 Court Street) West Point, MS 39773

Person Completing this Report: Phylis W. Benson, Golden Triangle PDD

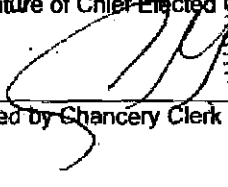
Document	Enclosed	Not Applicable
Job Creation/Matching Funds		X
Certificate of Completion	X	
Pictures of final project	X	

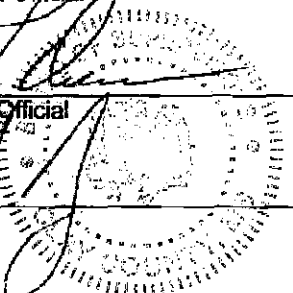
The grantee's chief elected official (i.e., mayor, board president) certifies that the data in this report is true and correct as of the date noted below.

Shelton Deanes
Typed Name of Chief Elected Official

President
Typed Title of Chief Elected Official


Signature of Chief Elected Official


Certified by Chancery Clerk



07/22/2021

Date

07/22/2021

Date

RECEIVED

JUL 26 2021

MDA
COMMUNITY INCENTIVES DIVISION

CERTIFICATE OF COMPLETION

Grantee's Name: Clay County, Mississippi

Project/Grant Number: SM-18-831

Address (City, State, Zip): Post Office Box 815 (205 Court Street), West Point, MS 39773

FINAL STATEMENT OF PROGRAM COST: \$150,000.00

TO BE COMPLETED BY GRANTEE				FOR STATE ONLY
Program Activities (taken from Funding Approval/Grant agreement) (A)	Program Cost Paid (B)	Program Cost Unpaid (C)	Total (column b+c) (D)	Approved Cost (E)
1. Administration			\$ 0.00	
2. Drainage Systems			\$ 0.00	
3. Utility Systems			\$ 0.00	
4. Sewer Systems			\$ 0.00	
5. Transportation Facility	\$150,000.00	\$ 0.00	\$150,000.00	\$150,000.00
6. Building			\$ 0.00	
7. Land Purchase			\$ 0.00	
8. Land Improvements			\$ 0.00	
9. Engineering Design			\$ 0.00	
10. Engineering Const.			\$ 0.00	
11. Architectural Design			\$ 0.00	
12. Other			\$ 0.00	
13. Contingencies			\$ 0.00	
14. Marine Structure			\$ 0.00	
15. Airfield/Airport			\$ 0.00	
Total Program Cost (1-15)	\$150,000.00	\$ 0.00	\$150,000.00	\$150,000.00

COMPUTATION OF GRANT BALANCE

Description	TO BE COMPLETED BY RECIPIENT	TO BE COMPLETED BY STATE
1. Grant Agreement Amount	\$150,000.00	\$ 150,000.00
2. Amount for Unsettled 3 rd Party Claims	\$ 0.00	0
3. Grant Amount Received	\$150,000.00	\$ 150,000.00
4. Grant Amount De-obligated/Returned	\$ 0.00	0
5. Amount Retained by State	\$ 0.00	0

Certification of Grantee:

It is hereby certified that all activities undertaken by the Grantee with funds provided under the grant agreement in the heading above, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that the proper provision has been made by the Grantee for the payment of all unpaid costs and unsettled third-party claims identified above; that the State of Mississippi is under no obligation to make any further payment to the Grantee under the grant agreement in excess of the amount identified on line 3 hereof, and that every statement and amount set forth in this document is, to the best of my knowledge, true and correct as of this date.

Shelton Deanes
Shelton Deanes, President
 Signature and Title of Chief Elected Official

07/22/2021
 Date

Local Contribution:

Per Funding Approval/Grant Agreement \$807,000.00 Actual Total Match \$ 820,331.88
(SMLPC Amount)

List any unpaid cost and unsettled third-party claims against the recipients grant, describe circumstances and amounts involved.

None

Person who can best answer questions about this report (preparer):

Name: Phylis W. Benson, Golden Triangle PDD Telephone: (662) 320-2007

Address (City, State, Zip): Post Office Box 828, Starkville, MS 39760

E-mail: pbenson@gtpdd.com

Basis of Close-out (TO BE COMPLETED BY THE STATE)

- Regular Close-out: All conditions of the grant have been met.
- Administrative Close-out: All conditions have been met, except audit of funds disbursed by MDA and other funding sources.

(NOTE: Any disallowed cost by audit(s) of these funds shall be returned to the State).

State Execution (TO BE COMPLETED BY THE STATE)

This Certificate of completion is hereby approved on conditions stated above. Unused committed contract funds have been de-obligated in the amount of \$ 0 on 7/26/2021

Mississippi Development Authority
Community Services Division

By: 

Date: 7/27/2021

**Mississippi Development Authority
Request for Cash**

Section A: General Information		Section B: Project Information		Services Rendered: Beginning	Thru
Program Name	SMLPC	Contract No.	SM-18-831	Accomplishment Narrative: Environmental Clearance received; engineering design complete; construction procurement process complete; construction underway - 56% complete.	
Recipient	Clay County	Request No.	Closeout		
Address	P. O. Box 815	Project No.	SM-18-831		
City, State, Zip	West Point, MS 39773	Final RFC	Yes		

Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance	Activity No.
General Admin	GTPDD			\$ -		\$ -	\$ -		
App Prep (CDBG Only)								\$ -	
Total Administration				\$ -	\$ -	\$ -	\$ -	\$ -	
Engineering	Caivert-Spradling Eng.			\$ -		\$ -	\$ -	\$ -	
Total Engineering/Architectural			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contingencies						\$ -	\$ -	\$ -	
Total Contingencies			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction	Falcon Construction Co.					\$ 150,000.00	\$ 150,000.00	\$ -	
Total Construction			\$ -	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00	\$ -	
GRAND TOTAL			\$ -	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00	\$ -	

Cumulative Program Expenditures \$ 150,000.00 Cumulative Matching Expenditures \$820,331.88

I hereby certify that (a) the services covered by this request have not been received from the Federal or State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. I hereby certify that the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.


 7/22/2021
 Shelton Deanes, President
 Typed Name and Title of Authorized Official

Prepared By Phyllis Benson, GTPDD 7/22/2021
 662-320-2007
 Preparer's Telephone No.

To be completed by MDA Authorized Official

APPROVED BY: _____
 Signature, Authorized MDA Representative

Date **RECEIVED**

IDIS Voucher No.	Vendor No.	Fund No.	Cost Center	Expense

JUL 26 2021

MDA
 COMMUNITY INCENTIVES DIVISION

MDA Staff

715

EXHIBIT G



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

July 27, 2021

Mr. Shelton Deanes, President
Clay County Board of Supervisors
P.O. Box 815
West Point, MS 39773

Dear Mr. Deanes:

Enclosed is your copy of the executed Solid Waste Assistance Grant Agreement **SW1317** to the Clay County Board of Supervisors in the amount of **\$11,384.00** for the *Solid Waste Enforcement Officer Program* proposed by the County. The grant is set to expire on December 31, 2022 or upon the County's completion of the use of the awarded funds (whichever comes first).

The County may request reimbursement for program expenditures by submitting the Request for Payment form attached to your grant agreement. Please submit a payment request **quarterly** for approved program activities. The maximum reimbursement from this grant is \$948.67 monthly or \$437.85 biweekly, depending on the officer's pay schedule.

Your payment request should be mailed to:

Mississippi Department of Environmental Quality
Attention: Invoices
P Box 2369
Jackson, MS 39225

The Release of Claims form (attached to your grant agreement) should be submitted with your final payment request. Please contact me at (601) 961-5626 if you have questions or comments concerning your grant project.

Sincerely,

Taaka Scott Bailey
Taaka Scott Bailey, CPM, Manager
Grants/Management Support Branch

Enclosure

OFFICE OF POLLUTION CONTROL
POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.mdeq.ms.gov
Facebook: @mdeq.ms • Twitter: @MDEQ • Instagram: @MDEQ
AN EQUAL OPPORTUNITY EMPLOYER

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SW1317	
		DATE OF STAFF APPROVAL 06/17/2021	
AGREEMENT TYPE		RECIPIENT TYPE	
Cooperative Agreement		COUNTY	
Grant Agreement	X	TAX ID NO.	
Assistance Amendment			
RECIPIENT	PROJECT MANAGER		
CLAY COUNTY BOARD OF SUPERVISORS P. O. BOX 815 WEST POINT, MS 39773	SHELTON DEANES PRESIDENT		
ISSUING OFFICE	PROJECT MANAGER		
MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	TONISHA ROGERS COORDINATOR, GRANT MANAGEMENT PROGRAM		
ASSISTANCE PROGRAM	STATUTORY AUTHORITY		
LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	SECTION 17-17-65, MS CODE ANN.		
PROJECT TITLE AND DESCRIPTION			
SOLID WASTE ENFORCEMENT OFFICER PROGRAM			
PROJECT LOCATION		PROJECT PERIOD	
CITY		The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2022	
COUNTY CLAY			
STATE MS			
		TOTAL PROJECT COST	
		\$11,384.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action-- (4049)		\$ 11,384.00	
Recipient Contribution		\$ 27,926.10	
Other Contribution			
Total Project Cost		\$ 39,310.10	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other			
Total Charges		\$ 11,384.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

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

1. **Method of Payment**

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

2. **Grant Administration Costs**

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

3. **Clean-Up Projects - Responsible Party Obligations**

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

4. **Solid Waste Enforcement Officer Projects**

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

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

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

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

5. **Household Hazardous Waste Collection Project (HHW)**

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

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

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

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

6. **Disposal of Wastes**

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

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

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

2. Expenditure Commitment

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

3. Financial Management

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

4. Audit: Access to Records

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

5. Method of Payment

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

6. Final Payment

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

7. Procurement

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

8. Disadvantaged Businesses

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

9. Title to Real Property, Equipment and Supplies

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

10. Changes and Amendments

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

11. Recycled Paper

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

12. Gratuities

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

13. Publication and Publicity

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

14. Hold Harmless for Personnel Claims

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

15. Assurances

The Recipient certifies that:

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

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;
 - 2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Recipient's program.

4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

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

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

18. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

19. Remedies

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

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **CLAY COUNTY BOARD OF SUPERVISORS** for all approved costs incurred up to and not exceeding **\$11,384.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for **CLAY COUNTY SOLID WASTE ENFORCEMENT OFFICER PROGRAM**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY




(for) Chris Wells
Executive Director

7/21/2021

Date

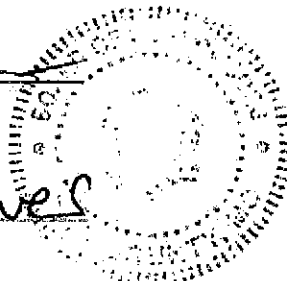
CLAY COUNTY BOARD OF SUPERVISORS


Authorized Signature

6/25/2021
Date

Shelton L. Deavers
Typed/Printed Name

President
Title



RECEIVED

JUL 20 2021

CONTRACTS DEPT.

ATTACHMENT A

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

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____

Address _____ Person preparing report: _____

_____ Telephone number: _____

_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____

2. Total amount of grant: \$ _____

3. Total prior payments approved: \$ _____

4. Total funds requested to date (line 1 plus line 3): \$ _____

5. Balance of grant funds remaining after this request (line 2 minus line 4) \$ _____

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

6. Total funds to be contributed by recipient: \$ _____

7. Amount contributed by recipient to date: \$ _____

8. Balance to be contributed by recipient (line 6 minus line 7): \$ _____

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

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

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SW1317

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

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

CLAY COUNTY BOARD OF SUPERVISORS

Authorized Signature

EXHIBIT H

KIRK

AUTO GROUP

GREENWOOD • GRENADA

CLAY COUNTY SO- VEHICLE COST INFORMATION

DODGE DURANGO V6, ALL WHEEL DRIVE Gray with full police package Total of Seven vehicles	\$ 251,545.00
RAM 1500 4X4 WARLOCK PACKAGE Max Steel with slicktop police package Total of one vehicle	\$ 36,992.00
RAM 1500 4X4 TRADESMAN PACKAGE Silver with slickto police package Total of one vehicle	\$ 34,550.00
TOTAL COST 9 VEHICLES FOR CLAY COUNTY	\$ 323,087.00

CALL OR SEE: **WES HERRING**
Wes 601-503-4534
wes@kirkautomotive.com

EXHIBIT I

NOTIFICATION OF PUBLIC MEETING

The Clay County Board of Supervisors is applying to the United States Department of Agriculture Rural Development for funds to purchase equipment to include – a mini excavator and utility trailer for Supervisor Districts 1, 3 and 4. More specific details regarding these project applications will be provided at a public hearing that will be held on August 10, 2021 at 10:00 a.m. at the Clay County Courthouse, to give citizens of the community an opportunity to become acquainted with the proposed project and to comment.

Publish one (1) time on July 31, 2021 in the Daily Times Leader as a small block advertisement in the **non-legal section**. Proof of Publication is required. Send bill to Clay County Board of Supervisors, Post Office Box 815, West Point, MS and Proof of Publication to Golden Triangle Planning and Development District, Post Office Box 828, Starkville, MS 39760.

EXHIBIT J



Bobcat

Product Quotation

Quotation Number: AMS-02582

Date: 2021-10-05 09:18:40

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
Clay County Attn: Luke Lummus WEST POINT, MS 39773	Skip Clayton Williams Equipment and Supply, Shannon, MS 122 COUNTY ROAD 713 SHANNON MS 38868 Phone: (662) 844-3251 Fax: (662) 767-0094	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
E42 R2-Series Bobcat Compact Excavator Auto&Idle Auto&Shift, 2&Speed Travel Auxiliary Hydraulics with Selectable Flow <ul style="list-style-type: none"> W/ Arm Mounted Flush Face Quick Couplers Canopy <ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat <ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117&2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD)	M3315	1	\$40,723.20	\$40,723.20
Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyless Start Rubber Tracks Spark Arrestor Standard 5 in. Display Turbocharged, Tier 4, Non DPF Vandalism Protection Work Lights X-Change Attachment Mounting System Warranty: 2 years, or 2000 hours whichever occurs first				
P70 Performance Package Long Arm	M3315-P06-P70	1	\$3,596.60	\$3,596.60
C11 Comfort Package Open Canopy Motion Alarm	M3315-P07-C11	1	\$217.00	\$217.00
24" MX4 XCHG TEETH	7311868	1	\$1,041.96	\$1,041.96
36" MX4 XCHG GRADING	7333657	1	\$1,013.08	\$1,013.08
Bobcat Hydraulic Clamp, Class IV; E42R2, E50R2 & E60R2	7419569	1	\$2,623.16	\$2,623.16
Total of Items Quoted				\$49,215.00
Freight Charges				\$1,335.00
Dealer Assembly Charges				\$0.00
Other Charges: Material and Logistics				\$846.00
Quote Total - US dollars				\$51,396.00

***Prices per the Sourcewell Contract -040319-CEC**
***Terms Net 30 Days. Credit cards accepted.**
***FOB Destination within the 48 Contiguous States.**
***State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.**
***TID# 38-0425350**
***Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





Ship to	Bobcat Dealer	Bill To
Clay County Attn: Luke Lummus West Point, MS 39773	Williams Equipment and Supply, Shannon, MS 122 COUNTY ROAD 713 SHANNON MS 38868 Phone: (662) 844-3251 Fax: (662) 767-0094 Contact: Skip Clayton Phone: 662-844-3251 ext0000 Fax: 662-767-0094 Cellular: 662-871-9590 E Mail: sclayton@williamsequipment.com	Clay County Attn: Luke Lummus West Point, MS 39773

Description	Part No	Qty	Price Ea.	Total
Econoline Trailer 18' Flat with 2' Dove Tail		1	\$6,000.00	\$6,000.00
Total of Items Quoted				\$6,000.00
Freight Charges				\$0.00
Dealer Assembly Charges				\$0.00
Sales total before Taxes				\$6,000.00
Taxes: Sales Tax ALL SALES				\$0.00
Quote Total - US dollars				\$6,000.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____

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