



Hancock County Board of Supervisors

Recessed Meeting Minutes

December 15, 2021 at 11:00 a.m.

Board Meeting Room

1. Call to Order

- A. Pledge of Allegiance
- B. Invocation

2. Roll Call

The record reflects County Administrator, Eddie Favre, Chancery Clerk, Tim Keller, County Attorney, Gary Yarborough, Grant Administrator, Maureen Anderson, Tax Assessor, Jimmie Ladner, Road Manager, Vic Johnson, County Engineer, Geoff Clemens, Comptroller, Nancy Kelly, and Deputy Chancery Clerk, Valere Fitts were all present in the Board Room.

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

4.E. - Bids for the Renourishment and Repairs to Hancock County Beach and Walking Path will be opened on January 18, 2022.

7.J.2. - Motion to approve and authorize Board President to sign and spread on the Minutes, the Lease Estoppel Agreement with Solar Development Lending, LLC, BCD Project Holdings 2, LLC and Moonshot, LLC.

A. **Motion to:** Motion to accept the agenda.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

- A. The next regular scheduled Board of Supervisor's meeting will be held on Monday, December 20, 2021, at 9:00 a.m.**
- B. Sealed bids will be received by the Board of Supervisors until 9:00 a.m. on Monday, December 20, 2021, and said bids are to be publicly opened and read aloud in the Board of Supervisors' Meeting Room for furnishing Newspaper Publication Services.**
- C. Sealed bids will be received by the Board of Supervisors until 9:00 a.m., December 20, 2021, and shortly thereafter publicly opened for providing the following to Hancock County, for a period of six months beginning at bid acceptance until June 30, 2022 or until a new bid is accepted: Office Supplies & Janitorial Supplies.**
- D. Sealed bids will be received by the Board of Supervisors of Hancock County, Bay St. Louis, MS, until 9:00 a.m., December 20, 2021 and shortly thereafter publicly opened for providing the following to Hancock County, for a period of one year beginning at bid acceptance until December 31, 2022 or until a new bid is accepted: Cold Bituminous Picked Up, Culverts & Couplings, Double Bituminous Surface Treatment, Gravel & Sand, High Polymer Micro Surfacing, Hot Bituminous In Place & Picked Up, Limesto**
- E. Sealed bids will be received by the Board of Supervisors until 10:00 a.m., January 3, 2022, and shortly thereafter publicly opened for Renourishment and Repairs of Hancock County Beach and Walking Path Repair.**

Bids will be opened on January 18, 2022

- F. Sealed bids will be received by the Board of Supervisors until 10:00 a.m., January 3, 2022, and shortly thereafter opened for Repairs to Hancock County Arena Phase II.**

5. External Business Agenda

- A. Beth and Stephen Clay - Clay Law Firm**
 - 1. Presentation/Discussion regarding legislative priorities meeting with the Clay Firm.

The record reflects a discussion commenced with Stephen and Beth Clay with the Clay Law Firm regarding 2022 legislative priorities for the County.

RESULT: NO ACTION TAKEN

6. Departmental Agendas

- A. Emergency Management Agency**
- B. Animal Shelter**
- C. Justice Court**
- D. IT Department**
- E. Purchasing**
- F. Planning and Zoning**
- G. Parks & Recreation**
- H. Inventory Clerk**
- I. Comptroller**

7. Elected/Appointed Agendas

- A. Sheriff's Office**
- B. Tax Assessor**
- C. Circuit Clerk**
- D. County Court**
- E. Chancery Clerk**
- F. County Engineer**
- G. Road Manager**
- H. Grant Administrator**

1. Motion to ratify approval and Board President's signature on the Emergency Watershed Protection (EWP) Program Agreement.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

I. County Administrator

1. Motion to approve the purchase of (5) 2021 Ford Police Interceptor Utility vehicles from MS State Contract No. 8200059517. Contract price is \$32,439.00 per vehicle for a total of \$162.195.00 from Courtesy Ford Motors.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

J. County Attorney

1. Motion to spread on the Minutes, Conciliation Agreement in the matter of U.S. Equal Employment Opportunity Commission.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve, authorize Board President to sign and spread on the Minutes, the Lease Estoppel Agreement with Solar Development Lending, LLC, BCD Project Holdings 2, LLC and Moonshot, LLC.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

8. Supervisors Items

A. District 1

1. Motion to waive/reimburse fee for the Lakeshore Community Center for the Robert Ingersoll Memorial Foundation Community Christmas Party held on December 11, 2021.

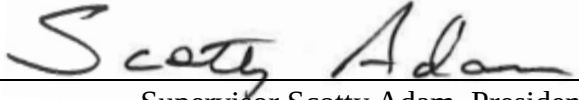
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

- B. District 2**
 - C. District 3**
 - D. District 4**
 - E. District 5**
- 9. Public Comments**
 - 10. Executive Session**
 - 11. Adjourn/Recess**

- 1. Motion to:** Motion to adjourn the meeting at 11:49:57 AM.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the December 15, 2021 have been read and approved.



Supervisor Scotty Adam, President



854 Highway 90, Suite A, Bay St. Louis
228-467-0172 www.hancockcounty.ms.gov

March 18, 2021

Kurt Readus, State
Conservationist Natural
Resources Conservation
Service 100 W. Capitol
Street, Suite 1321
Jackson, MS 39269-1602

RE: Emergency Watershed Protection (EWP)

Assistance Request Dear Mr. Readus:

We are requesting Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act Of 1978, Public Law 95-334, to restore damages sustained in **Hancock County** by the extreme rainfall that occurred during **March 17, 2021** storm event. Roads, streams, utilities, and structures in our area were adversely impacted as a result of this storm event.

We understand that as sponsors of an Emergency Watershed Protection (EWP) Program project, our responsibilities will include acquiring land rights and potentially any permits needed for construction. We also agree to operate and maintain the proposed measures. We are prepared to provide local funding and support for the cost of construction work in dollars.

The administrative and technical contact person for our organization is:

Christina Shurley, Program Manager
Digital Engineering
314 Coleman Avenue
Waveland, MS 39470
228-463-0130 (office), 504-247-7314 (cell)
cwheeler@deii.net

Thank you for your consideration of our request.

Sincerely,

Eddie Favre, County Administrator

RECIPIENT CONTACT INFORMATION

RECIPIENT ORGANIZATION NAME: Hancock County Board of Supervisors

Recipient Project Manager for Agreement
Name: Christina Shurley
Title: Project Manager, Digital Engineering & Imaging
Street Address: 314 Coleman Avenue
City: Waveland
Zip Code: 39576
PO Box:
Zip Code:
Office Phone: 228-463-0130
Cell Phone: 504-247-7314
Fax Number: 228-463-0160
Email Address: cwheeler@deii.net

Recipient Financial Point of Contact
Name: Maureen Anderson
Title: Grant Administrator/Assistant Administrator
Street Address: 854 Highway 90, Suite A
City: Bay St. Louis
Zip Code: 39520
PO Box:
Zip Code:
Office Phone: 228-467-0172
Cell Phone: 228-493-5846
Fax Number: 228-466-5994
Email Address: Maureen.Anderson@co.hancock.ms.us

Recipient Official Authorized to Sign the Agreement
Name: Scotty Adam
Title: President
Street Address: 854 Highway 90, Suite A
City: Bay St. Louis
Zip Code: 39520
PO Box:
Zip Code:
Office Phone: 228-467-0172
Cell Phone:
Fax Number: 228-466-5994
Email Address: Scotty.Adam@co.hancock.ms.us

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

- A. **PURPOSE** — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

- B. **PROJECT MEASURES COVERED** —

Name of project _____

Identity of improvement or development _____

Location _____

- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

- D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

	This action authorized
(Name of Sponsor)	at an official meeting
By:	on
Title:	day of , 19 ,
Date:	at
	State of
	Attest:
	(Name)
	(Title)
	This action authorized
(Name of Sponsor)	at an official meeting
By:	on
Title:	day of , 19 ,
Date:	at
	State of
	Attest:
	(Name)
	(Title)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Hancock County Board of Supervisors	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Scotty Middle Name: * Last Name: Adam Suffix: * Title: President	
* SIGNATURE:	* DATE: 12-8-2021



OPERATION AND MAINTENANCE PLAN
EMERGENCY WATERSHED PROTECTION

SITE(s): County Road 374, Lawrence Ladner Road, and Rotten Bayou

I. Operation

The Sponsor(s) Hancock County BOS is responsible for the operation and maintenance (O&M) for this project. Operation includes the administration, management, and performing of non-maintenance actions needed to keep a completed practice safe and functioning as planned for the life span of the practice.

II. Maintenance

The Sponsor(s) shall be responsible for promptly performing or have performed maintenance determined by either the Sponsor(s) or the NRCS. Maintenance includes performance of work and providing the materials to prevent the deterioration of practices and/or repair damage to, or replacement of, the practice if one or more of its components fail. This includes both routine and recurring needs in a timely manner. Damages to completed practices caused by normal deterioration, drought, flooding caused by rainfall in excess of design rainfall, or vandalism are considered to be maintenance. Maintenance may include replacing displaced rocks, re-chinking, removing gravel and debris, filling undercut areas, repair of eroded banks, and vegetative treatment.

It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the practice.

1. Vegetation

- a. Reshape as necessary and either reseed or resod, and fertilize areas of poor stand, including those areas damaged by erosion, freezing, or drought.
- b. Fertilize vegetation as required to maintain a vigorous stand.
- c. Mow grass at regular intervals to maintain optimum cover.

- d. Spray or cut undesirable brush. Maintain desired brush. Cuttings for propagation on other sites are allowed with NRCS prior approval.

2. Structures

- a. Remove and properly dispose of logs, trees and debris impacting flows.
- b. Maintain diversions. Reshape areas to eliminate depressions and rills caused by concentrated runoff.
- c. Repair structures; streambanks; reshape and repair rock basins and rock flumes as needed, to keep functional. Add rock as needed.

- 3. The estimated average annual cost of providing the necessary maintenance for this site(s) is \$ 3,000.00. Funds to finance this cost will be provided by the Sponsor.

III. Inspection

As part of the Operation and Maintenance duties, the Sponsor is responsible for making the necessary inspections. If a problem is encountered, the Sponsor is encouraged to contact the Natural Resource Conservation Service (NRCS) representative to assist in developing a solution. The Sponsor shall not make any changes to, or within proximity of, the practice that will alter the original designed function without prior approval of NRCS. The Sponsor shall notify NRCS of any work to be done in a timely manner.

Inspections shall be performed on an annual basis before May 15 and also after major storm events. Inspection shall include but is not limited to:

- 1. Condition of the rock:
 - a. check all rocks for accelerated weathering and displacement including chinking
- 2. Condition of the channel bed and banks:
 - a. streambed scour at the toe rock or erosion of adjacent banks
 - b. failure of adjacent structures
 - c. gravel or debris build-up in the vicinity of the practice
 - d. soil settlement or ground cracks in the vicinity of the practice
 - e. presence of burrows due to animals

f. damage due to vandalism, vehicles, livestock, etc.

3. Condition of the vegetation:

- a. health/vigor of vegetation used as/in conjunction with the practice
- b. bio-engineering/planting techniques during the establishment period

A written report will be made of each inspection. If it is determined during the inspection, that the items above could affect the functioning of the site, corrective action and repairs will be made immediately in order to reduce the possibility of further damage and/or failure. A follow-up report will be provided when all corrective action has been accomplished.

IV. Land Rights

Project Sponsors must have or obtain land rights adequate for carrying out their O&M responsibilities.

Watershed: **Hancock County BOS****OPERATION AND MAINTENANCE AGREEMENT**

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

Hancock County BOS

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- County Road 374, Lawrence Ladner Road, and Rotten Bayou

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 - 1. In compliance with applicable Federal, State and local laws;
 - 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 - 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 - 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

- A. The Sponsor(s) will:
 - 1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.

2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

- A. The Sponsor(s) will:
1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.
 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.



Name of Sponsor: Hancock County BOS

By: [Signature] Title: Board President Date: 12/6/21

This action was authorized at an official meeting of the Sponsor named immediately above on 12/6/21 at 9am 854 Hwy 90 St. A Bay St. Louis, MS 39520

By: [Signature] Title: Grand Administrator

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____ Date: _____

Example - Partially Completed SF-424
For Informational Purposes

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424			
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	
		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 		4. Applicant Identifier: 	
5a. Federal Entity Identifier: 		5b. Federal Award Identifier: 	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name: Sponsor Name Here			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 		* c. Organizational DUNS: 	
d. Address:			
* Street1: Street2: * City: County/Parish: * State: Province: * Country: USA: UNITED STATES * Zip / Postal Code:			
e. Organizational Unit:			
Department Name: 		Division Name: 	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: Middle Name: * Last Name: Suffix:		* First Name: 	
Title:			
Organizational Affiliation: 			
* Telephone Number:		Fax Number:	
* Email:			

Attachment: Emergency Watershed Protection Agreement (10173 : Authorize Board President to sign the Emergency Watershed Protection

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type:		
Type of Applicant 2: Select Applicant Type:		
Type of Applicant 3: Select Applicant Type:		
* Other (specify):		
* 10. Name of Federal Agency:		
USDA, Natural Resources Conservation Service		
11. Catalog of Federal Domestic Assistance Number:		
10.923		
CFDA Title:		
Emergency Watershed Protection Program		
* 12. Funding Opportunity Number:		
N/A		
* Title:		
N/A		
13. Competition Identification Number:		
N/A		
Title:		
N/A		
14. Areas Affected by Project (Cities, Counties, States, etc.):		
	Add Attachment	Delete Attachment
* 15. Descriptive Title of Applicant's Project:		
Attach supporting documents as specified in agency instructions.		
Add Attachments	Delete Attachments	View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Hancock County Board of Supervisors

* b. Employer/Taxpayer Identification Number (EIN/TIN):

64-600420

* c. Organizational DUNS:

188858773

d. Address:

* Street1:

854 Highway 90, Suite A

Street2:

* City:

Bay St. Louis

County/Parish:

Hancock County

* State:

MS

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39520

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Christina

Middle Name:

* Last Name:

Shurley

Suffix:

Title:

Project Manager

Organizational Affiliation:

Digital Engineering & Imaging, Inc.

* Telephone Number:

228-463-0130

Fax Number:

228-463-0160

* Email:

cwheeler@deii.net

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type:		
County - Local Government		
Type of Applicant 2: Select Applicant Type:		
Type of Applicant 3: Select Applicant Type:		
* Other (specify):		
* 10. Name of Federal Agency:		
USDA, Natural Resources Conservation Service		
11. Catalog of Federal Domestic Assistance Number:		
10.923		
CFDA Title:		
Emergency Watershed Protection Program		
* 12. Funding Opportunity Number:		
N/A		
* Title:		
N/A		
13. Competition Identification Number:		
N/A		
Title:		
N/A		
14. Areas Affected by Project (Cities, Counties, States, etc.):		
	Add Attachment	Delete Attachment
		View Attachment
* 15. Descriptive Title of Applicant's Project:		
County Road 374, Lawrence Ladner Road and Rotten Bayou Road		
Attach supporting documents as specified in agency instructions.		
Add Attachments	Delete Attachments	View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Scotty

Middle Name:

* Last Name:

Adam

Suffix:

* Title:

President

* Telephone Number:

228-467-0172

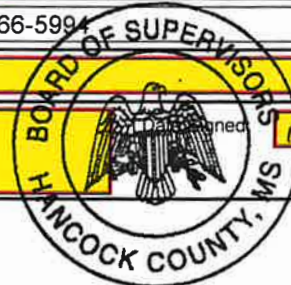
Fax Number:

228-466-5994

* Email:

Scotty.Adam@co.hancock.ms.us

* Signature of Authorized Representative:

INSTRUCTIONS FOR THE SF-424

This is a standard form required for use as a cover sheet for submission of pre-applications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the federal agency (agency). Required fields on the form are identified with an asterisk (*) and are also specified as "Required" in the instructions below. In addition to these instructions, applicants must consult agency instructions to determine other specific requirements.

Item	Entry:	Item:	Entry:
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. • Pre-application • Application • Changed/Corrected Application – Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date.	10.	Name Of Federal Agency: (Required) Enter the name of the federal agency from which assistance is being requested with this application.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award D. Decrease Duration B. Decrease Award E. Other (specify) C. Increase Duration	11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.	13.	Competition Identification Number/Title: Enter the competition identification number and title of the competition under which assistance is requested, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the federal agency, if any.	14.	Areas Affected By Project: This data element is intended for use only by programs for which the area(s) affected are likely to be different than the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.
6.	Date Received by State: Leave this field blank. This date will be assigned by the state, if applicable.	16.	Congressional Districts Of: 15a. (Required) Enter the applicant's congressional district. 15b. Enter all district(s) affected by the program or project. Enter in the format: 2 characters state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12 district, NC-103 for North Carolina's 103 district. If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e. all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00-000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Attach an additional list of program/project congressional districts, if needed.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the state, if applicable.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
8.	Applicant Information: Enter the following in accordance with agency instructions: a. Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the organization that has registered with the Central Contractor Registry (CCR). Information on registering with CCR may be obtained by visiting www.Grants.gov . b. Employer/Taxpayer Number (EIN/TIN): (Required) Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.	18.	Estimated Funding: (Required) Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
	c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting www.Grants.gov .	19.	Is Application Subject to Review by State Under Executive Order 12372 Process? (Required) Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
	d. Address: Enter address: Street 1 (Required); city (Required); County/Parish, State (Required if country is US), Province, Country (Required), 9-digit zip/postal code (Required if country US).	20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include; but, may not be limited to: delinquent audit disallowances, loans and taxes. If yes, include an explanation in an attachment.

	e. Organizational Unit: Enter the name of the primary organizational unit, department or division that will undertake the assistance activity.	21.	Authorized Representative: To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (Required); prefix, middle name, suffix. Enter title, telephone number, email (Required); and fax number. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.)		
9.	f. Name and contact information of person to be contacted on matters involving this application: Enter the first and last name (Required); prefix, middle name, suffix, title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone number and email (Required); fax number. Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. <table border="0"> <tr> <td style="vertical-align: top;"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority </td> <td style="vertical-align: top;"> M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify) </td> </tr> </table>	A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify)		
A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify)				

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses <i>and all other TA costs TA</i>	\$ 350,000.00	\$.00	\$ 350,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$ 0.00
3. Relocation expenses and payments	\$.00	\$.00	\$ 0.00
4. Architectural and engineering fees <i>(see above) TA</i>	\$.00	\$.00	\$ 0.00
5. Other architectural and engineering fees <i>(see above) TA</i>	\$.00	\$.00	\$ 0.00
6. Project inspection fees <i>(see above) TA</i>	\$.00	\$.00	\$ 0.00
7. Site work	\$.00	\$.00	\$ 0.00
8. Demolition and removal	\$.00	\$.00	\$ 0.00
9. Construction <i>FA</i>	\$ 4,666,667.00	\$.00	\$ 4,666,667.00
10. Equipment	\$.00	\$.00	\$ 0.00
11. Miscellaneous	\$.00	\$.00	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 5,016,667.00	\$ 0.00	\$ 5,016,667.00
13. Contingencies	\$.00	\$.00	\$ 0.00
14. SUBTOTAL	\$ 5,016,667.00	\$ 0.00	\$ 5,016,667.00
15. Project (program) income	\$.00	\$.00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 5,016,667.00	\$ 0.00	\$ 5,016,667.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>75</u> % of FA 100 % of TA		\$ 3,850,000.00

BUDGET INFORMATION - Construction Programs*NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.*

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 43,436.50	\$	\$ 43,436.50
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$	\$	\$
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$	\$	\$
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 581,820.00	\$	\$ 581,820.00
10. Equipment	\$	\$	\$
11. Miscellaneous	\$	\$	\$
12. SUBTOTAL (sum of lines 1-11)	\$ 625,456.50	\$	\$ 625,456.50
13. Contingencies	\$	\$	\$
14. SUBTOTAL	\$ 625,456.50	\$	\$ 625,456.50
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 625,456.50	\$	\$ 625,456.50
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 82.5 %		\$ 516,001.61

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not allowable* for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	President
APPLICANT ORGANIZATION	DATE SUBMITTED
Hancock County Board of Supervisors	

SF-424D (Rev. 7-97) Back

PINE BELT
AUTO GROUP



Ford Police Interceptor Utility

\$32,073.00

- Flex Fuel 304hp 3.3L V6
- Climate Control, Power Windows & Locks, Tilt & Cruise
- Full Size Spare Tire and Wheel
- AM/FM
- SYNC
- Power Driver Seat
- Power Adjustable Pedals
- Radio Noise Suppression Bonds
- Left Hand Spotlight
- Pre-Wire for Grill siren and speaker
- Keyless entry

Incl.
Incl.
Incl.
Incl.
Incl.

47.00
319.00
\$32,439.00

Ritchie Bearden
662-360-8590
rbearden@pinebeltmotors.com

Attachment: HANCOCK CO SO UTILITY PPV 2021 (10204 : Vehicle Purchase for Sheriff's office)



Hancock County School District

7.J.2.a

Teresa V. Merwir
Superintendent of Education

November 29, 2021

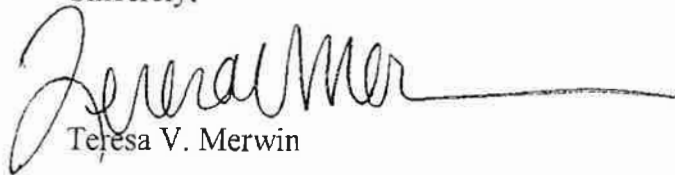
Hancock County School Board
18375 Hwy 603
Kiln, MS 39556

Dear Ladies and Gentlemen:

AMENDMENT TO MEMORANDUM OF LEASE

Please consider the recommendation to approve the Amendment to the Memorandum of Lease with Moonshot Solar, LLC.

Sincerely,


Teresa V. Merwin



LEASE ESTOPPEL AND AGREEMENT

_____, 2021

State of Mississippi – Section 16th Land
 c/o Hancock County School District
 Teresa Merwin
 17304 Highway 603
 Kiln, MS 39556

Re: Solar Energy Ground Lease dated as of November 6, 2017, by and between Hancock County School District, for and on behalf of the State of Mississippi, by and through the Board of Trustees (“**Landlord**”) and RES North America Leasing, LLC, a Delaware limited liability company (“**Original Tenant**”), recorded on December 19, 2017, in Book 2017, Page 15162 of the Hancock County, MS Chancery Clerk’s Office, as assigned and further evidenced by that certain Assignment and Assumption of Real Property Documents Agreement dated as of November 11, 2019, by and between Original Tenant and Moonshot Solar, LLC, a Delaware limited liability company (“**Tenant**”) and recorded on November 14, 2019 in Book 2019, Page 25786 of the Hancock County, MS Chancery Clerk’s Office (collectively, the “**Ground Lease**”), with respect to that certain real property described in Exhibit A attached to the Lease (the “**Land**”).

Dear Ms. Merwin:

Solar Development Lending, LLC, a Delaware limited liability company (the “**Lender**”), has agreed to advance a development loan (the “**Loan**”) to BCD Project Holdings 2, LLC, a Delaware limited liability company (the “**Borrower**”), which is the parent of the Tenant. The Loan is evidenced by a Revolving Development Loan Agreement, dated as of June 3, 2020, between the Lender and the Borrower (the “**Loan Agreement**”). The Loan is secured, in part, by the granting by Tenant of a collateral assignment of or leasehold mortgage on its leasehold interest in the Land (the “**Security Instrument**”). The rights and interests of Tenant under the Ground Lease and Tenant’s leasehold interest in the Land and all rights and proceeds of Tenant relating thereto are referred to herein as the “**Leasehold Estate**”.

As part of Lender’s due diligence review in determining whether to advance loan proceeds under the Loan Agreement, we ask that you confirm the following:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Ground Lease and any amendments or other modifications thereto in effect as of the date hereof. As of the date hereof, the Ground Lease constitutes the entire agreement between you and Tenant with respect to the subject matter thereof and the Ground Lease is in full force and effect.
2. All payments due under the Ground Lease have been paid in full through the date hereof.

3. As of the date hereof: (i) neither you nor, to your knowledge, Tenant is in default under the Ground Lease; and (ii) there is no event which, solely with the giving of notice and/or the passage of time, would constitute such a default or otherwise permit the Landlord to terminate the Ground Lease prior to its expiration date.

4. As of the date hereof: (i) you have no claim, setoff or defense of any nature whatsoever against Tenant with respect to the Tenant's rights under the Ground Lease; and (ii) there is no event which, with the giving of notice and/or the passage of time, would constitute the basis of such a claim, setoff or defense.

5. Landlord holds fee title to the Land, and the Ground Lease is not subordinate, and has not been subordinated to any mortgage, lien or other encumbrance. Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Ground Lease or its interest in the Land, and there are no mortgages, deeds of trust or other security interests or other encumbrances encumbering the Landlord's interest in the Land, except for the items listed on **Exhibit B** attached hereto.

6. No third party has any option or preferential right to purchase all or any part of the Land.

7. Landlord has not assigned, leased or otherwise conveyed any interest or option in or in respect to any oil, gas or other minerals on or under the Land, except for the items listed on **Exhibit B** attached hereto.

8. As of the date hercof, there are no actions pending against you under bankruptcy or any similar laws of the United States or any state.

9. You have not received written notice of and you do not have any knowledge of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against your interest in the Land.

10. You have not received written notice of any violation of any governmental law or regulation applicable to the Land, including, without limitation, any environmental laws and you have no reason to believe that there are grounds for any claim of any such violation.

11. Landlord agrees that it shall not assign, pledge or otherwise transfer its interests in the Ground Lease except (a) as permitted under the terms of the Ground Lease, and (b) to an assignee who assumes Landlord's obligations under this Lease Estoppel and Agreement.

12. You acknowledge and agree that Lender is a "Lender" under the Ground Lease, that this Lease Estoppel and Agreement constitutes the notice of such designation of the Lender, and that Lender is entitled to all rights and protections afforded to a Lender under the Ground Lease, including but not limited to the rights to receive notice of defaults and the rights to cure as provided therein. Lender's address for purpose of notices to be provided under the Ground Lease or this letter shall be the following (unless another address is provided by Lender to you in writing):

Solar Development Lending, LLC
 c/o Fundamental Renewables LLC
 745 5th Avenue, 25th Floor
 New York, NY 10151
 Attention: Mark Domine
 Email:

13. You acknowledge and agree that you have made the above statements and agreements for the benefit and protection of, and with the intent and understanding that they will be relied upon by, Lender and its successors and assigns.

14. That there are no parties occupying, renting, leasing, residing in, or possessing the Land or any portion thereof pursuant to any unrecorded written or oral agreement or claim of right.
15. That Landlord has not granted any unrecorded easements, covenants, licenses, servitudes, or similar agreements encumbering the Land.
16. That no work, improvements, or repairs on or to the Land during the 90 days immediately preceding the date of this Affidavit have been done or made.
17. That there are no current, uncured violations of any covenants, conditions, or restrictions affecting the Land (including private charges or assessments which have not been timely paid), and that Landlord has received no notice or claim of any such violation.
18. That there are no current, uncured violations of any zoning ordinances, building setback lines, subdivision laws or building permits for the Land, and that Landlord has received no notice or claim of any such violation.
19. That there are no cemeteries or burial grounds located on the Land, and that there are no abandoned roads or railroad lines located on the Land.

[remainder of page intentionally left blank]

We would appreciate you reviewing and signing this letter at your earliest possible convenience, as we would like to conclude this transaction as quickly as possible. If you have any questions or comments, please do not hesitate to contact Lender by calling Kevin Panzica at (716) 570-6522.

Sincerely,

SOLAR DEVELOPMENT LENDING, LLC.
a Delaware limited liability company

By: Fundamental Renewables LLC,
its Administrative Member

By: _____
Name: Mark Domine
Title: Managing Director

**ACKNOWLEDGED, CONFIRMED, AND AGREED
AS OF THE DATE SET FORTH ABOVE:**

President of the Board

By: _____

Name: Dr. Jennifer Seal

Secretary of the Board of Trustees

By: _____

Name: Darnita C. Hulladay

Superintendent of the Hancock County School District

By: _____

Name: Teresa Merwin

Hancock County Board of Supervisors

By: _____

Name: _____

Its: _____

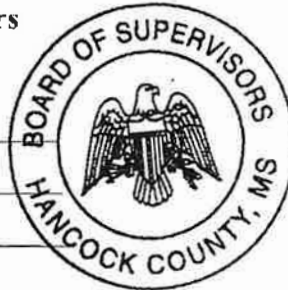


Exhibit A
GROUND LEASE

[See attached]

#764569
013503-0150

Attachment: Memorandum of Lease with Moonshot Solar - signed (10224 : Authorize Board President to sign Lease Estoppel Agreement with

Exhibit B
DISCLOSED ENCUMBRANCES

[to be added by LO prior to execution]

After Recording Return to:

Moonshot Solar, LLC
130 Roberts Street
Asheville, NC 28801
Attention: Jake Ross

STATE OF MISSISSIPPI) **FIRST AMENDMENT TO**
) **GROUND LEASE AGREEMENT**
COUNTY OF HANCOCK) *(Cross-Reference: Book 2017, Page 15162)*

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("*Amendment*") is entered into this ____ day of November 2021 ("*Effective Date*"), by and between **Hancock County School District**, for and on behalf of the State of Mississippi, by and through its Board of Trustees ("*Landlord*"), and **Moonshot Solar, LLC**, a Delaware limited liability company ("*Tenant*"). Landlord and Tenant are sometimes referred to individually as a "*Party*" and, collectively, as the "*Parties*".

RECITALS:

- A. Landlord and RES North America Leasing, LLC, a Delaware limited liability company ("*Original Tenant*") entered into that certain Solar Energy Ground Lease dated November 6, 2017 ("*Lease*"), as assigned to Tenant by that certain Assignment and Assumption of Real Property Documents Agreement dated November 11, 2019, and recorded on November 14, 2019, in Book 2019, Page 25786 in the Hancock County Chancery Clerk's Office for certain real property located in Hancock County, Mississippi, as more particularly described in Exhibit "A" attached hereto.
- B. Landlord and Original Tenant provided record notice of the Lease by recording the same on December 19, 2017, in Book 2017, Page 15162 in the Hancock County Chancery Clerk's Office ("*Lease*").
- C. Landlord and Tenant desire to amend the Lease as set forth below.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Lease as follows:

1. Recitals. The recitals shall form a part of this Amendment. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Lease.
2. Exhibit "A" to the Lease is hereby replaced in its entirety with Exhibit "A" attached hereto.
3. Ratification. Except as amended and modified by this Amendment, all the terms, provisions, agreement, covenants and conditions of the Lease are hereby affirmed and ratified. From and after the date hereof, all reference to the Lease shall mean the Lease as amended hereby and to the extent that there are inconsistencies between this Amendment and the Lease, this Amendment shall control.
4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, the undersigned have executed this Amendment by authority duly given and effective as of the Effective Date.

LANDLORD:

President of the Board

By: Jennifer Seal

Name: Dr. Jennifer Seal

Secretary of the Board of Trustees

By: Dante Holladay

Name: Dante L. Holladay

**Superintendent of the Hancock County
School District**

By: Teresa Merwin

Name: Teresa Merwin

Hancock County Board of Supervisors

By: Scotty Adams

Name: Scotty Adams

Its: Board President



STATE OF _____

_____ COUNTY

I, _____, a Notary Public for _____ County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20 ____.

(Official Seal) _____

Notary Public

My commission expires _____, 20 ____.

Attachment: Memorandum of Lease with Moonshot Solar - signed (10224 : Authorize Board President to sign Lease Estoppel Agreement with

IN WITNESS WHEREOF, the undersigned has executed this Amendment by authority duly given and effective as of the Effective Date.

TENANT:

MOONSHOT SOLAR, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public for _____ County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20 ____.

(Official Seal)

Notary Public

My commission expires _____, 20 ____.

EXHIBIT A
Legal Description

[As-surveyed legal description to be added and approved by Landlord prior to recording]

Attachment: Memorandum of Lease with Moonshot Solar - signed (10224 : Authorize Board President to sign Lease Estoppel Agreement with

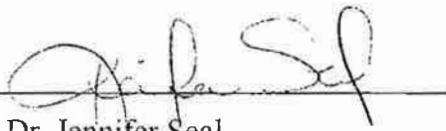
The undersigned, being the owners of the property described in the documents below, do hereby consent to the following documents being dated as of the day of closing:

1. Estoppel
2. Memorandum of Ground Lease Agreement

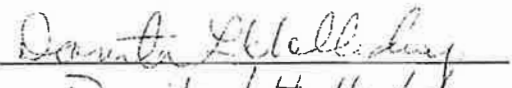
This the ____ day of _____ 2021.

**ACKNOWLEDGED, CONFIRMED, AND AGREED
AS OF THE DATE SET FORTH ABOVE:**

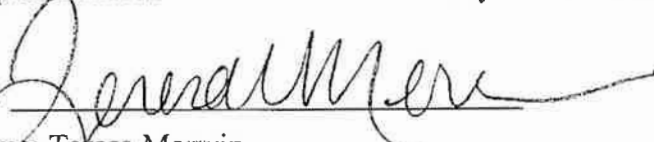
President of the Board

By: 
Name: Dr. Jennifer Seal

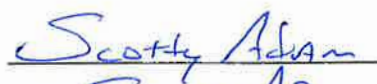
Secretary of the Board of Trustees

By: 
Name: Danita L. Holladay

Superintendent of the Hancock County School District

By: 
Name: Teresa Merwin

Hancock County Board of Supervisors

By: 
Name: Scotty Adam
Its: Board President

