

**Minutes of  
Clay County Board of Supervisors  
Meeting Held Friday, November 22, 2019 at 9:00 a.m.**

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Friday, November 22, 2019.

**PRESENT:**

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

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

County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order. The welcome was given by Supervisor Davis with invocation given by Reverend Dennis Hannah.

**ADOPT AGENDA**

Motion by Supervisor Horton to adopt the agenda as prepared.

– Second by Supervisor Chandler.

(See Exhibit "A" - Agenda).

**AMEND AGENDA**

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

– Second by Supervisor Chandler.

AMENDMENTS TO AGENDA ANNOUNCED

Reverend Dennis Hannah appeared before the Board and requested to be recognized to inquire about the propose beginning of lease term for Job Corp Office

AUTHORIZE THE MODIFYING OF A TAX RECEIPT

Motion by Supervisor Deanes to authorize the Tax Assessor/Collector to modify a Tax Receipt on property assessed incorrectly in order to be compliant with Section 42 Guidelines

Seconded by Supervisor Lummus  
(Exhibit "B")

AUTHORIZE AND APPROVE THE MAPPING FEE SCHEDULE

Motion by Supervisor Lummus to authorize and approve the mapping fee schedule for the printing of any maps from the Tax Assessor/Collector's office

Seconded by Supervisor Deanes  
(Exhibit "C")

JANITORIAL BIDS

Motion by Supervisor Horton to take the bids under advisement for comparison and follow up questions, if necessary

Seconded by Supervisor Deanes  
(Exhibit "D")

TELEPHONE CONTRACT WITH FRANKLIN COMPANY

Motion by Supervisor Lummus to approve and authorize execution of telephone contract with Franklin Telephone Company

Seconded by Supervisor Horton  
(Exhibit "E")

AUTHORIZE TRAVEL FOR SHERIFF

Motion by Supervisor Deanes to authorize the Sheriff's travel to attend the National Sheriff Conference in Washington, D. C., and to further authorize Supervisor Deanes and Davis travel to attend the said Conference

Seconded by Supervisor Horton  
(Exhibit "F")

Motion by Supervisor Horton to authorize the Sheriff, Supervisor Deanes, Supervisor Davis, and the necessary Jail Staffing to travel to San Diego, CA to attend the American Correctional Association Conference held January 9-14, 2020

Seconded by Supervisor Horton

(Exhibit "G")

AUTHORIZE TRAVEL FOR THE NECESSARY COUNTY OFFICIALS AND OTHERS TO TRAVEL TO THE MID WINTER CONFERENCE FOR THE MS ASSOCIATION OF SUPERVISORS

Motion by Supervisor Deanes for the Chancery Clerk, Board Attorney, County Engineer, Supervisors, and the Sheriff to travel to the MS Association of Supervisors Mid-Winter Conference in Jackson in January 2020

Seconded by Supervisor Horton

(Exhibit "H")

AUTHORIZE AND APPROVE RAISES FOR THE COUNTY SUPERVISORS AS PASSED BY THE MS LEGISLATURE

Motion by Supervisor Deanes approving the pay increase for the Board of Supervisor as voted upon by the MS Legislature which would be effective beginning 1/1/2020

Seconded by Supervisor Horton

AUTHORIZE VEHICLE REPAIR

Motion by Supervisor Lummus to authorize and expenditure in the amount of \$591.00 to repair the 2013 Dodge Charger (SD 1695) which was damaged as a result of striking a deer

Seconded by Supervisor Deanes

(Exhibit "I")

Motion by Supervisor Horton to authorize and approve expenditure in the amount of \$2,967.00 to Mitchell Buick Automotive for the repair of 2017 Durango (SD 1672)

Seconded by Supervisor Lummus  
(Exhibit "J")

**APPROVE APPOINTMENT OF FIRE INVESTIGATOR AND TRAINING**

Motion by Supervisor Horton to approve Sheriff's Deputy Jeremy Dubois to serve as the Fire Investigator and, to further, approve him to attend the MS Fire Investigator Training in January 2020. The training will be administered by the State Fire Academy in Jackson, MS for a cost of \$216.00

Seconded by Supervisor Deanes  
(Exhibit "K")

**APPROVE THE TRANSFER OF FUNDS**

Motion by Supervisor Horton to authorize the transfer the balance of funds in the amount of \$3,174.28 from the Building Code Fund to the Volunteer Fire Insurance Rebate Fund

Seconded by Supervisor Deanes

**COUNTY COMPLIANCE FORM**

Motion by Supervisor Lummus to authorize and approve the County Fire Compliance Form FY 2019

Seconded by Supervisor Horton  
(Exhibit "L")

**DISBURSEMENT OF VOLUNTEER FIRE INSURANCE REBATE FUNDS TO THE VOLUNTEER FIRE DEPARTMENTS**

Motion by Supervisor Horton to not authorize the distribution of Volunteer Fire Rebate Funds to Volunteer Fire Units so surplus funds could be used as a "match portion" of a grant to purchase more radios compliant with the MSWIN Radio system for the Volunteer Fire Departments

Seconded by Supervisor Deanes

RESOLUTION TO THE TRVMWD TO STABILIZE A CREEK ON HERMAN SHIRLEY ROAD

Motion by Supervisor Lummus to send a resolution to the TRVMWD authorizing the stabilization of a creek located off Herman Shirley Road and, further, to utilize one-fifth of the PLN monies (private local nature monies) to reimburse District 2 for the purchase of supplies

Seconded by Supervisor Deanes

(Exhibit "M")

TENNESSEE VALLEY WATER MANAGEMENT DISTRICT DOCUMENTS

Motion by Supervisor Horton to authorize and approve the following resolutions and certificates of block:

1. River Oaks Culvert Project – Local Cooperation Agreement, Right of Entry form, and Attorney Certificate
2. Bogue Culley Creek – Local Cooperation Agreement, Right of Way Form, and Attorney Certificate
3. Resolution Terminating Project No. 13-1301-002, Cleanout of Bell Creek, Project No. 13-1412-081 W. Half Mile Bridge, McGee Creek, and Camp Seminole

(Exhibit "N")

CONSTABLES NET MONTHLY GROSS FEE INCOME

Motion by Supervisor Lummus to authorize the payment to the Constables for the net monthly gross fee income for the month of November 2019

Seconded by Supervisor Deanes

(Exhibit "O")

CERTIFICATE OF TRAINING JUDGE MCBRAYER

Motion by Supervisor Lummus to approve to spread on the minutes the Certificates of Training as presented by Justice Court Judge Chris McBrayer

Seconded by Supervisor Deanes

(Exhibit "P")

**AUTHORIZE TRAVEL**

Motion by Supervisor Horton to approve travel as requested by County officials and employees

Seconded by Supervisor Deanes

(Exhibit "Q")

**HAY LEASE AND PROPANE SERVICES**

Motion by Supervisor Lummus to advertise to take bids for Hay Lease on 17.14 acres located on Hwy 45 South next to Graham Roofing and for Propane Service contract for all County Buildings

Seconded by Supervisor Deanes

(Exhibit "R")

**SUPPLY AND MATERIAL BIDS IN DECEMBER FOR JANUARY 2020**

Motion by Supervisor Horton to advertise to take Supply and Material Bids in December to be effective in January 2020

Seconded by Supervisor Deanes

(Exhibit "S")

**MS REGIONAL HOUSING AUTHORITY BOARD**

Motion by Supervisor Lummus to appoint Todd Glusenkamp to serve on the MS Regional Housing Authority Board for Clay County

Seconded by Supervisor Deanes

(Exhibit "T")

**CLOSED SESSION**

Motion by Supervisor Horton to go into closed session to determine the need to go into Executive Session

Seconded by Supervisor Deanes

EXECUTIVE SESSION

Following a discussion, Supervisor Horton moved to go into Executive Session to discuss matters of Security as allowed by the Mississippi Code of 1972, Section 25-41-7

Seconded by Supervisor Deanes

OPEN MEETING

Motion by Supervisor Deanes to come out of Executive Session

Seconded by Supervisor Lummus

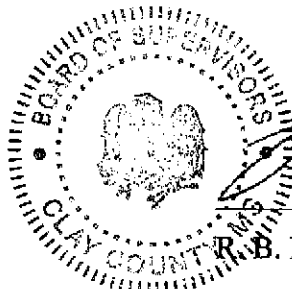
ADJOURN

Motion by Supervisor Deanes to adjourn until Monday, December 2, 2019, at 9:00 a.m. at the Clay County Courthouse

Seconded by Supervisor Horton

All Motions were carried unanimously unless otherwise indicated.

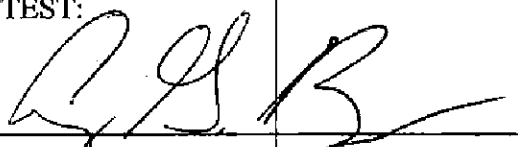
SO ORDERED this the 22nd day of November, 2019.



  
R. B. Davis, President

Clay County Board of Supervisors

ATTEST:

  
Amy G. Berry, Chancery Clerk

Clerk of the Board of Supervisors

# EXHIBIT A

7





**Clay County Board of Supervisors  
Agenda for Regular Meeting  
Friday, November 22, 2019, at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Treva Hodge & Daniel Hunt
  - Telephone Contract
- Paige Lamkin
  - Tax Receipt
  - Mapping update
- Open Janitorial/Cleaning Bids for the Court Complex as Noticed
- Eddie Scott
  - Authorize and approve travel to the National Sheriff's Conference
- Authorize and approve the County Fire Compliance Form FY2019
- Authorize and approve the County Fire Investigator Form FY 2019
- Authorize and approve to transfer the fund balance in Fund No. \_\_\_\_\_, Building Code fund to the Ins. Rebate Fund No. \_\_\_\_\_
- Consider approving the disbursement of insurance rebate funds to the Volunteer Fire Departments
- Authorize and approve the following documents for the TRVWMD
  - River Oaks Culvert Project – Local Cooperation Agreement, Right of Entry Form, and Attorney Certificate
  - Bogue Culley Creek – Local Cooperation Agreement, Right of Entry Form, and Attorney, and Attorney Certificate
  - Resolution terminating Project No. 13-1301-002, Cleanout of Bell Creek, 13-1412-081 W Half Mile Bridge; *McBee Creek; Camp Semmole; ~~McBee~~ McBee;*
- Authorize and approve payment to Constables for Net Monthly Gross Fee Income *M-2 S-4*
- Authorize and approve the Certificate of Training as received for Judge Chris McBrayer *M-2 S-4*
- Authorize and approve travel as attached
- Authorize to take annual bids for Hay Lease and Propane services *M-4 S-1*
- Authorize to take Supply and Material bids in December for January 2020 *M-1 S-4*
- Authorize and approve to appointment to the MS Regional Housing Authority IV Board *M-2 S-4*
- Recess until Monday, December 2, 2019, at 9:00 a.m.

**Amendments:**


**Authorize and approve Travel:**

- Judge McBrayer and Michelle Easterling to travel to Clinton to attend educational training at the DSM Office on the new Justice Court Software, in December – 16<sup>th</sup> or 19<sup>th</sup>
- Personnel Manager, Treva Hodge and Payroll Asst. and Comptroller, LaFrance Boyd, to attend the PAYROLL 2020 training class in Tupelo, MS on February 10, 2020

M   1                        S   4

**EXHIBIT B**

CLAY COUNTY TAX COLLECTOR  
 PAIGE LAMKIN  
 Real Property Change Form

Parcel Id : 082D215B 0010000 Change Number: 201900001  
 Assessment Year: 2019 Change Type: CHANGE  
 Name and Address: TIMEERLANE PARTNERS LP Date Effective 11/18/2019  
 725 AVIGNON DR # C 8:41:27  
 RIDGELAND MS 39157 Date Modified: 11/18/2019  
 Operator ID: PLAMKIN

S 15 T 17 R 06 S-T-R: 15-17-06E Acres: 15.40  
 DB 295/556 & 295/562 & 295/569 15.4 AC IN N 1/2 NW 1/4

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	3110	3110	
Asd Cul Land	46200	46200	
Asd Unc Land			
Asd Imp Val	751706	206550	545156-
Asd Tot Val	797906	252750	545156-
Advalorem Tax	40964.49	12976.19	27988.30-
Reg Hmstd Val			
Reg Hmstd Credit			
Spcl Hmstd Val			
Spcl Hmstd Credit			
Agri Acres	15.40	15.40	
Market Acres			
Timber Acres			
Timber Tax			
Imp. Dist:			
:			
:			
:			
:			
:			
Total Tax	40964.49	12976.19	27988.30-

REASON: CORRECTED VALUE DUE TO SECTION 42 GUIDELINES

I hereby certify that the above correction should be made by the Collector.

*Paige Lamkin*

Assessor

I hereby certify that the above correction has been made.

*Paige Lamkin*

Collector

I hereby certify that the above correction will be incorporated in the final settlement

\_\_\_\_\_  
 Deputy Clerk

# EXHIBIT C

# Clay County Tax Assessor/Collector Map Pricing

30 x 36 color	\$20.00
30 x 36 standard	\$12.00
8½ x 11 color	\$6.00
8½ x 11 standard	\$3.00

# EXHIBIT D

AFFP

AFFIDAVIT OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF CLAY

SS

Cindy Cannon being duly sworn, says:

That she is Classified Clerk of Daily Times Leader, a daily newspaper of general circulation, printed and published in West Point, Clay County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 15, 2019

October 18, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED

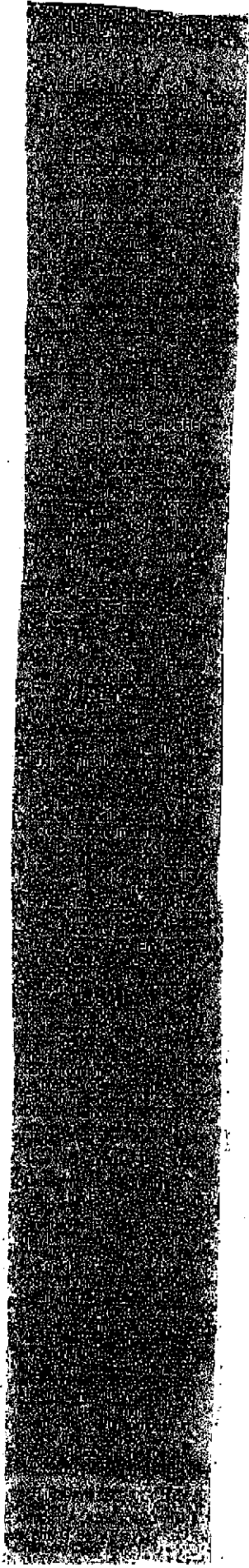
Cindy Cannon  
CLASSIFIED CLERK



Subscribed to and sworn to me this 24<sup>th</sup> day of October, 2019.

Amy G. Berry Chancery Clerk By: Dhakeena Douglas, D.C.





**NOTICE OF CLEANING/JANITORIAL  
SERVICES FOR THE CLAY COUNTY COURT COMPLEX BUILDING**

Notice is hereby served that the Clay County Board of Supervisors will accept sealed Cleaning/Janitorial Services proposals for the Clay County Court Complex Building on or before 9:00 o'clock a.m. on Friday, November 22, 2019 for a **six (6) month contract** for the said proposals to be opened same day by the Clay County Board of Supervisors at the Clay County Courthouse Board meeting room as located at 365 Court Street, West Point, Mississippi 39773.

The County wishes to engage a Cleaning/Janitorial Service to clean the Clay County Court Complex Building as located on 26089 West Main Street, West Point, Mississippi 39773.

Any Cleaning/Janitorial Services wishing to submit a sealed proposal for the said contract should pick up a Cleaning/Janitorial Service Bid Specification Packet for the Court Complex from the Clay County Chancery Clerk, Amy G. Berry. For more information or questions regarding this matter, please contact as follows:

**Clay County Chancery Clerk  
Amy G. Berry  
365 Court Street  
West Point, MS 39773  
Telephone: (662) 494-3124  
Email: [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)  
Office Hours:  
8:00 a.m. to 5:00 p.m.**

The Board of Supervisors reserves the right to accept and reject any and all proposals received and to waive any formalities with the acceptance and rejection of the proposals.

SO ORDERED this the 7th day of November 2019.

**AMY G. BERRY**  
Chancery Clerk  
Clerk of the Board of Supervisors

**PUBLISH:**

November 8, 2019

November 15, 2019

### **Considerations for Preparation of Proposal**

- A. The Clay County Court Complex building possesses a variety of types of public areas. There are several offices, meeting rooms, two small kitchenettes, three Courtrooms, two public restrooms, three staff restrooms, a staff break room, two foyer areas, and one large lobby area.
- B. The Court Complex hours are Monday – Friday, 8:00 a.m. to 5:00 p.m.
- C. The following holidays will be observed, with no services to be provided: Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Veteran’s Day, Thanksgiving, Christmas, and New Year’s Day.

It is advised that the person preparing the bid meet with Clay County Sheriff, Eddie Scott, to discuss the use and cleaning needs of the building. To contact Clay County Sheriff, Eddie Scott, please call (662) 295-5441.

### **Bid Specifications/Cleaning General Requirements**

1. Contractor is to furnish high-quality cleaning maintenance services at the Clay County Court Complex in a professional and consistent manner.
2. Contractor will provide trained labor and supervision as described in the following pages.
3. All labor and supervision will be employees of the Contractor and the Contractor will pay all salaries, wages, expenses and related federal taxes, social security taxes, state and local taxes, unemployment taxes, and other similar taxes which apply to such employees.
4. The facility shall be cleaned three (3) nights per week, Sunday through Saturday according to a schedule established between the Contractor and the Clay County Sheriff.
5. Contractor shall at all times during the term of this agreement obtain and maintain in effect the following insurance: Workmen’s Compensation with statutory limits, bodily injury with limits of \$500,000 for each person and \$500,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence and an umbrella policy in the amount of \$4,000,000 to extend coverage beyond the aforesaid limits. This insurance package should include “Janitorial Bonding” for additional protection with the Clay County Board of Supervisors named as an additional insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the Clay County Court Complex and the Clay County Board of Supervisors.
6. Contractor, along with the Clay County Sheriff, will develop a comprehensive set of employee rules and regulations intended to identify proper behavior while working at the Court Complex.
7. The County may, from time to time, issue equipment to the Contactor for use by its employees while on duty at the Court Complex. The cost to replace/repair any damage

caused by Contractor personnel to such equipment beyond normal wear and/or usage will be the responsibility of the Contractor. Said equipment is not to be removed from the Court Complex building.

8. Contractor shall comply with all applicable laws and rules of federal, state and local governments.
9. Contractor shall use no products, supplies or equipment which will result in damage or injury to the surface to which they are applied. Contractor shall be liable for restoring, repairing or replacing any equipment or surfaces so damaged.
10. No experimentation with products, supplies or equipment shall be performed at the Court Complex without prior written approval from the Clay County Sheriff. This approval shall in no way limit the liability defined in No. 9 above.
11. The selected Contractor will be required to furnish MSD Sheets and an employee manual covering a Hazard Communication Program, a Hazard Assessment Plan and an Exposure Control Plan.
12. A list of products and supplies to be used shall be furnished to the Clay County Purchase Clerk prior to Contractor selection.

#### **Supervision and Quality Control**

1. Prior to being assigned to the Clay County Court Complex, Contractor's employees will be adequately trained at the Contractor's expense.
2. A communications log shall be made available for the purposes of recording complaints, special cleaning requests and instructions.

#### **Employees – General Information**

1. Rules and Regulations – All employees of the Contractor will be required to abide by a set of rules and regulations developed by the Contractor.
2. Contractor will undertake the necessary steps to ensure its employees are trustworthy and that said employees have been made aware they are subject to background checks.

#### **Supplies and Equipment**

1. Clay County shall provide hand towels, toilet tissue, plastic liners and hand soap. Contractor shall supply equipment and cleaning supplies. This equipment shall include mops, buckets, brooms, dusting equipment, vacuum cleaners and other equipment as needed.
2. Clay County reserves the right to require the Contractor to change products used if, in the Sheriff's opinion, the products being used do not achieve quality results.
3. Clay County will provide and maintain a trash service for Contractor's use at no charge to the Contractor.

**Labor Relations**

1. Contractor will be responsible for labor relations of its employees. In the event the Contractor negotiates a contract with any employee or labor organization, the contract shall not obligate the Clay County Court Complex to Contractor's employees or to any labor organization on the termination of this agreement or at any other time. In the event the Contractor knows or has reason to suspect that a labor dispute may prevent the timely performance under this agreement, all information concerning such dispute shall immediately be sent to the Sheriff and the Clay County Board of Supervisors.

**Compensation**

1. The Contractor shall bill Clay County on a monthly basis.

**Indemnification**

1. In addition to the liability imposed by law upon the Contractor due to other damage to property or personal injury (including death) arising from its assumption of operations under this agreement, Contractor hereby agrees to defend, indemnify and save the Clay County Court Complex, its agents, employees, officers and directors harmless against any and all loss, damage, liability, claims, demands or costs (including attorney fees) resulting from injury or harm to persons or property (including, without limitation, Contractor's employees or property) excepting only such injury or harm as may have been caused solely by the willful misconduct or gross negligence of the Clay County Court Complex or its agents, officers, directors or employees. Contractor's activities shall be deemed to include those of sub-contractors.

**Assignment**

1. Clay County shall have the right to assign this agreement to any successor or to any associated or affiliated entity of the company without securing the consent of the Contractor and may grant to such assignee the same rights and privileges it enjoys pursuant to this agreement.
2. The Contractor shall not assign or otherwise transfer its rights or obligations under this agreement without the prior written consent of the Clay County Sheriff. Consent will not be unreasonably withheld. Any attempted assignment not consented to in the manner as prescribed herein shall, at the option of the company, be null and void.

**Audit and Payments**

1. The Contractor will invoice Clay County, Mississippi on a monthly basis and will mail or deliver the summary. The invoices will provide for payment to Contractor within thirty (30) days.
2. As full compensation for the performance of the Contractor's obligations hereunder, Clay County, Mississippi will pay the Contractor pursuant to the bid rate corresponding to the occupied square footage of the building.

### **Contract Duration**

1. This contract will be for a period of six (6) months beginning on November 22, 2019, or as soon as practicable thereafter.

### **Cancellation**

1. This agreement shall become effective and shall continue in full force and effect as of the date on which the service company commences its duties hereunder for a period of six (6) months. However, either party may terminate this agreement prior to such date with or without cause by giving thirty (30) days written notice one to the other. This agreement may continue on a month to month basis, after the expiration of the initial term of six (6) months at the discretion of the County. In addition, Clay County, Mississippi reserves the right to terminate this agreement immediately due to the following situations:
  - (a) Upon notification that Contractor has filed a voluntary petition in bankruptcy or is seeking similar relief in another forum, that Contractor is the debtor identified in an involuntary petition in bankruptcy or if Clay County, Mississippi has reasonable grounds to believe that Contractor is insolvent and has committed an act of bankruptcy;
  - (b) Should any actions by the Contractor or the Contractor's personnel disrupt in any manner Clay County's ability to conduct business or interfere with the normal operations of any tenant; and
  - (c) Any claim for future damages against Clay County, Mississippi for failing to fulfill the terms of this agreement or to give the prescribed amount of notice to terminate shall be limited to those damages occurring during or resulting from Clay County's failure to provide Contractor with the prescribed notice.

### **Non-Waiver**

1. Forbearance or neglect on the part of Clay County, Mississippi to insist upon compliance by the Contractor with the terms of the agreement shall not be construed or constitute a waiver of its rights hereunder.

## Service Schedule

1. Janitorial services will be provided to all areas of the building.

*For the office areas, kitchen areas, staff break rooms and meeting rooms:*

Each Cleaning Day:

Empty all waste containers and replace soiled basket liners as required.  
Wipe spillage from trash can tops.  
Remove all designated trash to disposal areas.  
Empty recycling and take to recycle center.  
Break down cardboard and deposit in recycling dumpster.  
Damp wipe, clean and disinfect all tables. Dust all tops of furniture, window ledges, telephones, file cabinets and other horizontal surfaces.  
Wash both sides of glass doors.  
Remove fingerprints from around doors and light switches.  
Power vacuum high traffic areas.  
Dust mop all floors. Damp mop to remove spillage.

Weekly:

Dust all lower areas of chairs, file cabinets, desks, etc.  
Dust tops of picture frames and high ledges.

Monthly:

Spray buff all resilient tile and hard surface floors.  
Clean all baseboards and doorjambs.  
Power vacuum upholstered furniture.

Twice Per Year:

Strip and refinish all tile floors as needed. Buff to shine.  
Clean all baseboards and doorjambs.  
Vacuum all ceiling air vents.  
Dust with treated cloths all wood/wall surfaces.

*For the Public and Staff Bathrooms:*

Each Cleaning Day:

Empty and clean waste receptacles.  
Replenish all paper towel, toilet tissue and hand soap dispensers.  
Dust all ledges, dispensers and partitions.  
Clean top, bottom and side surfaces, inside and out, of all stools and urinals using a disinfectant cleaner.  
Clean both sides of stool seats using a disinfectant cleaner.  
Clean wash basins inside and out.  
Clean mirrors and counter tops.  
Mop all floors using a disinfectant cleaner.

Clean both sides of doors to restrooms.  
Report to supervisor any malfunctioning of equipment.

Weekly:

Wipe down all partitions, doors and walls using a disinfectant cleaner.  
Clean stools and urinals with non-acid bowl cleaner as needed.  
Pour water into floor drain units.

Monthly:

Scrub restroom floors.  
High dust or vacuum all walls and air diffusers.  
Damp wipe and clean wall tile using a disinfectant cleaner.

*For the Lobby/Entry Areas:*

Each Cleaning Day:

Empty and clean trash receptacles.  
Power vacuum carpets.  
Clean and disinfect all drinking fountains.  
Clean both sides of entrance doors and maintain metal around the doors.  
Clean all directory glass areas.

Weekly:

Dust all top ledges and walls.  
Power vacuum upholstered furniture.

Twice Per Year:

Strip and refinish floors as needed.

Quarterly:

High dust all wall areas.

*For Circuit Courtrooms A and B:*

Circuit Court is held daily for two consecutive weeks during the months of January, April, July and October.

Each Cleaning Day During Terms of Court:

Empty all waste containers and replace soiled basket liners as required.  
Check floors for debris and trash.  
Wipe down and realign Judges' benches, spectator benches and counsels' tables.

Twice Per Week During Terms of Court:

Mop and/or vacuum all floors.  
Dust all ledges and courtroom furniture.



*For Justice Courtroom*

**Twice Per Week:**

- Empty all waste containers and replace soiled basket liners as required.
- Mop and/or vacuum all floors.
- Wipe down and realign Judge's bench, spectator benches and counsel's tables.
- Dust all ledges and courtroom furniture.

**Carpet Cleaning**

1. Vacuum the high traffic areas of carpet each visit with the entire carpet being done two (2) times per week.
2. Carpet cleaning will be done once a year. Please include the following specifications for a carpet cleaning service and indicate if this work will be done by your own employees or sub-contracted to another company or scheduled by Clay County, Mississippi.

**Price Breakdown**

1. The following pricing breakdown is requested to insure clarity and fair comparison in all submitted bids:
  - Price for Sunday through Saturday janitorial service
  - Price for annual window cleaning.
  - Price for carpet cleaning program.
  - Per hour price for additional labor on a non-emergency basis.
  - Per hour price for additional labor on an emergency basis.
  - Please indicate number of hours to be used to clean facility.

**References**

1. Please furnish a minimum of three (3) references so they can be contacted or toured upon request.

**Square Footage**

1. Cleanable square footage consists of 25,000 square feet of carpet and/or tile.

**Start Date**

1. The start date will be November 25, 2019 or as soon as practicable.

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# BID FORM

## Bid for Janitorial Services

For the Clay County Court Complex Building  
26089 West Main Street, West Point, Mississippi 39773

The undersigned, having familiarized (himself/herself/themselves) with the Clay County Court Complex understands the requests set forth in the bid and hereby proposes to furnish high-quality janitorial services, three (3) days per week, in all areas of the Clay County Court Complex in a professional and consistent manner.

NAME OF COMPANY: SERVICE MASTER BY ONECALL

ADDRESS: 610 YELLOW JACKET DR

CITY: STARKVILLE STATE: MS ZIP: 39759

SIGNATURE: Hamp Holley (HAMP HOLLEY)

DATE: 11/21/19 TELEPHONE: 662-268-9800

MOBILE: 662-364-7508 EMAIL: HHOLLEY@SM1CALL.COM

\*\*\*\*\*

Charge		<u>Six Month Period</u>	<u>Charge Per Month</u>
2019-2020	1428 X 6 =	<u>\$8,568</u>	<u>\$1,428.00</u>

Price for Sunday - Saturday Janitorial Services:	<u>\$329.54</u>
Price for Annual Window Cleaning	<u>\$325</u>
Price for Carpet Cleaning Program	<u>\$1800</u>
Price for Floor Waxing Program (2 times per year)	<u>\$500 X 2 TIMES = \$1000</u>
Number of Hours Used to Clean Facility	<u>8 DAILY</u>
Price per Hour for Additional Labor (Non-Emergency)	<u>\$12</u>
Price per Hour for Additional Labor (Emergency)	<u>\$25</u>

\*\*\*\*\*

**ServiceMASTER  
Clean**

ANN G. BERRY

2019 NOV 23 PM 2:46

CLAY COUNTY  
WEST POINT, MS

D.C.

Warner, Inc.  
dba ServiceMaster  
Commercial Cleaning of Jackson  
P.O. Box 168  
Jackson, MS 39205-0168

Hamp Henry/S

BID FORM

BID FOR JANITORIAL SERVICES  
FOR THE CLAY COUNTY COURT COMPLEX BLDG  
26089 WEST MAIN STREET, WEST POINT, MI

AMY G. BERRY

2019 NOV 22 AM 8:38

CLAY COUNTY  
WEST POINT, MS

BY \_\_\_\_\_ O.C.

CLAY COUNTY CHANCERY CLERK

AMY G. BERRY

P.O. BOX 815

WEST POINT, MS 39773

# BID FORM

## Bid for Janitorial Services

For the Clay County Court Complex Building  
26089 West Main Street, West Point, Mississippi 39773

The undersigned, having familiarized (himself/herself/themselves) with the Clay County Court Complex understands the requests set forth in the bid and hereby proposes to furnish high-quality janitorial services, three (3) days per week, in all areas of the Clay County Court Complex in a professional and consistent manner.

NAME OF COMPANY: ~~J. Mitchell~~ J. Mitchell Enterprise LLC

ADDRESS: 1122 W Main St.

CITY: Tupelo STATE: MS ZIP: 38801

SIGNATURE: Joan Mitchell

DATE: NOV. 22, 2019 TELEPHONE: 662-871-8855

MOBILE: \_\_\_\_\_ EMAIL: jk.mitchell18855@gmail.com

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<u>Charge</u> 2019-2020	<u>Six Month Period</u> <del>\$9400</del>	<u>Charge Per Month</u> <del>\$1600</del>
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Price for Sunday – Saturday Janitorial Services:	<u>\$19200 Annual bid</u>
Price for Annual Window Cleaning	<u>\$1000</u>
Price for Carpet Cleaning Program	<u>NEG</u>
Price for Floor Waxing Program (2 times per year)	<u>NEG</u>
Number of Hours Used to Clean Facility	<u>NEG</u>
Price per Hour for Additional Labor (Non-Emergency)	<u>NEG</u>
Price per Hour for Additional Labor (Emergency)	<u>NEG</u>

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AMY G. BERRY  
22 8:53  
2019 NOV 25 AM 6:33

CLAY COUNTY  
WEST POINT, MS

BY \_\_\_\_\_ D.C.

# BID FORM

## Bid for Janitorial Services

For the Clay County Court Complex Building  
26089 West Main Street, West Point, Mississippi 39773

The undersigned, having familiarized (himself/herself/themselves) with the Clay County Court Complex understands the requests set forth in the bid and hereby proposes to furnish high-quality janitorial services, three (3) days per week, in all areas of the Clay County Court Complex in a professional and consistent manner.

NAME OF COMPANY: MATT. BOYS CLEANING Service

ADDRESS: 81 Kilburn ST

CITY: WEST POINT STATE: MS ZIP: 39773

SIGNATURE: Cynthia R. Mathews, STAN MATHEWS (Leadman)

DATE: 11-21-19 TELEPHONE: 662-295-3904

MOBILE: SAME EMAIL: cynthiamathews@bellsouth.net

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<u>Charge</u>	<u>Six Month Period</u>	<u>Charge Per Month</u>
2019-2020	<u>32,400</u>	<u>2,700</u>

Price for Sunday – Saturday Janitorial Services:	<u>\$675</u>
Price for Annual Window Cleaning	<u>\$300</u>
Price for Carpet Cleaning Program	<u>\$500</u>
Price for Floor Waxing Program (2 times per year)	<u>\$700</u>
Number of Hours Used to Clean Facility	<u>3.5</u>
Price per Hour for Additional Labor (Non-Emergency)	<u>\$100</u>
Price per Hour for Additional Labor (Emergency)	<u>\$150</u>

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AFFP

AFFIDAVIT OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF CLAY

SS

Cindy Cannon being duly sworn, says:

That she is Classified Clerk of Daily Times Leader, a daily newspaper of general circulation, printed and published in West Point, Clay County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

NOVEMBER 8, 2019

NOVEMBER 15, 2019

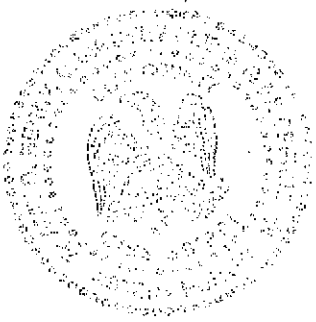
That said newspaper was regularly issued and circulated on those dates:  
SIGNED

Cindy Cannon  
CLASSIFIED CLERK

Subscribed to and sworn to me this 21<sup>st</sup> day of November, 2019.

Amy G. Berry Clerk  
Attn: T. D.L.

My Commission Expires January 6, 2020



**NOTICE OF  
HEARING/ARBITRAL  
HEARING/ARBITRAL  
HEARING/ARBITRAL**

The hearing/arbitral will be held on the following date and time at the following location. All interested parties should appear at the hearing/arbitral on the date and time specified. Failure to appear may result in a default judgment being entered against the party who fails to appear. The hearing/arbitral will be held in a confidential setting. All proceedings are confidential and will be held in a confidential setting. All proceedings are confidential and will be held in a confidential setting.

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All interested parties should submit a written statement of their position to the hearing/arbitral on the date and time specified. Failure to submit a written statement may result in a default judgment being entered against the party who fails to submit a written statement. The hearing/arbitral will be held in a confidential setting. All proceedings are confidential and will be held in a confidential setting.

For more information or to request a copy of this notice, please contact the hearing/arbitral administrator at the following address: [Address]. The hearing/arbitral will be held in a confidential setting. All proceedings are confidential and will be held in a confidential setting.

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For more information or to request a copy of this notice, please contact the hearing/arbitral administrator at the following address: [Address]. The hearing/arbitral will be held in a confidential setting. All proceedings are confidential and will be held in a confidential setting.

**PUBLISHED:**  
November 8, 2019  
November 15, 2019

# EXHIBIT E

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**FRANKLIN TELEPHONE COMPANY**



*Revolutionizing Communication Technology*

**Telecommunications Service Agreement**

#2997549

Service Term: 36 Months      Inside City Limits: Yes  
 Account Name: Clay County Court Complex      Main Phone #: 662-494-3124  
 Contact Name: Amy Berry      Number: 662-494-3124      Email:

**Install Location**

Address: 26908 E Main St      City: West Point      State: MS      Zip: 39773

**Billing Information**

Address: 218 West Broad St      City: West Point      State: MS      Zip: 39773

County: Clay      District: 5  
 Tax ID #: 64-6000252      Tax Exempt: Yes  
 Payment Terms: Direct Bill

Notes: No tax is to be applied to this contract.

QTY	Description	Sales Price	Total
28	VoIP Business Premium Service	\$27.99	\$783.72
2	VoIP POE Switch - Over 24 Port	\$60.00	\$120.00
1	VoIP Side Cart	\$7.00	\$7.00
3	Fax Line - Analog	\$50.00	\$150.00
1	VoIP Conference CO Equipment	\$9.99	\$9.99
1	VoIP Conference Polycom 8500	\$640.00	\$640.00
32	VoIP Business Premium Extension CO Equip	\$20.99	\$671.68
32	Phone Maintenance	\$3.00	\$96.00
1	Fiber Internet -100MB	\$264.00	\$264.00
4	Block of 10 Direct In Dial Number	\$8.00	\$32.00
3	VoIP POE Switch - 24 Port	\$20.00	\$60.00
1	908 E Maintenance	\$20.00	\$20.00
1	Music On Hold	\$4.95	\$4.95
1	20 M Fiber Month to Month ( for pricing only )	\$285.00	\$285.00
2	VoIP Auto Attendant	\$13.97	\$27.94

Subtotal: \$3172.28  
 Estimated Government Fees and Taxes: \$412.40  
 Total Charges: \$3584.68

It has been explained to me and I understand that the prices listed on this agreement and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that those charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

In ordering VoIP on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to VoIP or an upgrade thereof for a minimum period of 36 months, commencing on the date the service is activated. If I am unable to fulfill the entire 3 Year term of this Agreement, I

agree to pay Company upon billing, 50% of the balance due for the remaining of this agreement plus up to \$300 for the previously waived installation charges. In the case of termination of service(s) I acknowledge that all or part of my deposit, if any, may, in the sole discretion of the Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended.

AGB

Please initial box if accepted.

I understand and agree that all service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at the www.ftwebb.net and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of the same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this Agreement.

Signature [Handwritten Signature]

Date 11/22/2019

Signature \_\_\_\_\_

Date \_\_\_\_\_

This Services Agreement ("Agreement") is entered into by and between Franklin Telephone Company, Inc., a Mississippi corporation ("Franklin Telephone"), and the customer identified on the reverse hereof ("Customer"). Franklin Telephone agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Franklin Telephone's acceptance hereof, and shall be deemed dated the date accepted by Franklin Telephone, as indicated on the reverse hereof.

**TERM OF SERVICE.** The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Franklin Telephone notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof ("Applicable Term"). Following the expiration of the Applicable Term, this Agreement shall continue in effect on a month-to-month basis ("Extended Term"), until canceled by either party by giving thirty (30) days written notice of cancellation. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Franklin Telephone shall not be liable to Customer in any way for failure to commence the Service before such date.

**CHARGES AND PAYMENT.** Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Franklin Telephone during the Applicable Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Extended Term, if any such term arises, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Franklin Telephone's standard charge for the same or similar services ("Monthly Charge"). Franklin Telephone shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Franklin Telephone within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Franklin Telephone because of the Service provided by Franklin Telephone to Customer, shall be charge to and paid by Customer in addition to the Monthly Charge. If any Customers on the Utility, Basic and Premium plans have usage exceeding by 10 times the average usage of all the customers on this plan subscribing to the same number of lines, the customer may be charged an additional fee of \$50.00 per month per line.

**APPLICABLE TARIFFS.** This Agreement is subject to and controlled by the provisions of Franklin Telephone's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Franklin Telephone's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

**EQUIPMENT.** Customer understands and acknowledges that, for Franklin Telephone to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Franklin Telephone makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Franklin Telephone. Franklin Telephone may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing the VoIP Equipment from Franklin Telephone, then Franklin Telephone must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase VoIP Equipment from Franklin Telephone in order to receive the Service.

**COMPLIANCE WITH LAWS; PAYMENT OF TAXES.** Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Franklin Telephone in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Franklin Telephone), shall become immediately due from Customer to Franklin Telephone. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

**REMEDIES.** Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Franklin Telephone may, in its sole discretion, do any one or more of the following: (i) terminate the Agreement; (ii) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of Agreement immediately due and payable; and/or (iii) exercise any other right or remedy which may be available to it under applicable law.

Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Franklin Telephone's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Franklin Telephone at law or in equity. No express or implied waiver by Franklin Telephone of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Franklin Telephone's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

**CREDIT INVESTIGATION.** By execution of this Agreement, Customer authorizes Franklin Telephone to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Franklin Telephone from any and all claims arising against Franklin Telephone or its affiliates in connection with such investigation and agrees to indemnify and hold Franklin Telephone

**PROHIBITED USES OF THE SERVICE.** You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Franklin Telephone. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Franklin Telephone determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, Franklin Telephone reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Franklin Telephone's sole judgment the transmission, receipt or possession of such communication or material: (i) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law; or (ii) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Franklin Telephone reserves the right to terminate your Service immediately and without advance notice if Franklin Telephone, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Franklin Telephone harmless from and against any and all liability associated with such use.

**COPYRIGHT; TRADEMARK; UNAUTHORIZED USAGE OF EQUIPMENT.** The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and materials provided to you (either personally or via Franklin Telephone's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Franklin Telephone are and shall remain the exclusive property of Franklin Telephone and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Franklin Telephone, which Franklin Telephone reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Franklin Telephone from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

**TAMPERING WITH SERVICE OR EQUIPMENT.** Equipment purchased or leased from Franklin Telephone will be configured for your exclusive use of the Service purchased on the broadband connection designated by Franklin Telephone. Unless expressly authorized by Franklin Telephone you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Franklin Telephone. Franklin Telephone reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

**CANCELLATION OF SERVICE.** Franklin Telephone reserves the right to discontinue Service immediately and without advance notice if Franklin Telephone deems such action is necessary to prevent or protect against fraud or to otherwise protect Franklin Telephone's personnel, agents, facilities, or services. Without limitation, Franklin Telephone may take such actions if: (i) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (ii) you indicate that you will not comply with a request for security for the payment of Services; (iii) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (iv) you have been given notice by Franklin Telephone of any past due amount and such amount remains unpaid, in whole or in part; (v) you refuse to pay when billed for Service; (vi) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (vii) you act in a manner that is threatening, obscene, or harassing to Franklin Telephone personnel. The discontinuance of Service by Franklin Telephone does not relieve you of any obligation to pay Franklin Telephone for charges due and owing for Services furnished up to the time of cancellation.

**NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE.** You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

**INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD FRANKLIN TELEPHONE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE, RELATING TO OR ARISING OUT OF THE SERVICES, THE EQUIPMENT OR ITS INSTALLATION, OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LACK OF 911 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.**

**YOU AGREE THAT FRANKLIN TELEPHONE IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT AND YOU AGREE TO REIMBURSE FRANKLIN TELEPHONE FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE**

Telephone harmless from any and all liability, damages and costs, including attorneys fees, arising in connection with such investigation. Customer acknowledges and agrees that Franklin Telephone may terminate this Agreement any time before the Service Commencement Date in the event Franklin Telephone determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Franklin Telephone .

**911 SERVICES.** The 911 emergency service provided in connection with Franklin Telephone 's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Franklin Telephone 's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Franklin Telephone relies on third parties for the forwarding of information underlying such routing, and accordingly Franklin Telephone and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Franklin Telephone for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Franklin Telephone nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Franklin Telephone .

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. erun:yes\*> When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Franklin Telephone for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS FRANKLIN TELEPHONE , ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES

RESULTING FROM YOUR PROVISION TO FRANKLIN TELEPHONE OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF FRANKLIN TELEPHONE .

**PRIVACY AND SECURITY.** VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Franklin Telephone cannot guarantee that VoIP Service is private and secure. Franklin Telephone is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

**LOSS OF SERVICE.** You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Franklin Telephone ) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Franklin Telephone terminate the Service in accordance with its Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Franklin Telephone suspend or terminate your Service, the Service will not function until Franklin Telephone restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

**HOME SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT.** All non-voice communications equipment including, but not limited to, home security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Franklin Telephone 's VoIP Service, and fax machines and modems may not be compatible with Franklin Telephone 's VoIP Service. By accepting this Agreement you waive any claim against Franklin Telephone for interference with or disruption of such systems due to the Service.

**LAWFUL, NON FRAUDULENT USE OF SERVICE.** You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (i) interferes with our ability to provide Service to you or other customers; or (ii) avoids your obligation to pay for Services. If Franklin Telephone has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Franklin Telephone does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Franklin Telephone from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Franklin Telephone harmless from any and all liability associated with such violation. If Franklin Telephone determines that you are using the Service from outside the United States, Franklin Telephone reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

**OWNERSHIP AND RISK OF LOSS.** You shall be deemed the owner of the Equipment and you bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase Equipment from Franklin Telephone .

Account Name **Clay County Court Complex**

Initial AGB

ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

LIMITATION OF LIABILITY. FRANKLIN TELEPHONE 'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF FRANKLIN TELEPHONE RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY FRANKLIN TELEPHONE 'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF FRANKLIN TELEPHONE 'S INTENTIONAL OR WILLFUL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. FRANKLIN TELEPHONE AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Franklin Telephone will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: (i) acts or omissions of an underlying carrier, service provider, vendor or other third party; (ii) equipment, network, or facility failure; (iii) equipment, network, or facility upgrade or modification; (iv) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (v) Service, equipment, network, or facility failure caused by loss of power to you; (vi) outage of your broadband service provider; (vii) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (viii) any other cause that is beyond Franklin Telephone 's control including, but not limited to, failure of or defect in any Equipment, the inability of communications connections to be completed, or the degradation of voice quality. Further Franklin Telephone will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

Franklin Telephone 's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Franklin Telephone 's performance or nonperformance hereunder, or (iii) any act or omission of Franklin Telephone hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. FRANKLIN TELEPHONE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, FRANKLIN TELEPHONE DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY FRANKLIN TELEPHONE OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO, FRANKLIN TELEPHONE EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT. If you received Equipment from Franklin Telephone and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Franklin Telephone is not the manufacturer of the Equipment and you agree to look solely to the manufacturer for any remedies associated with the malfunction of the Equipment. Franklin Telephone makes no warranties of any kind, express or implied, in connection with the Equipment.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Franklin Telephone hereunder shall be freely assignable, in whole or in part, by Franklin Telephone. Additionally, Franklin Telephone may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Franklin Telephone to such assignment. Any such transfer without the consent of Franklin Telephone is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to Franklin Telephone such further documents and take such further action as Franklin Telephone may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Franklin Telephone to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW, ARBITRATION. This Agreement shall be binding when accepted in writing by Franklin Telephone in the State of Mississippi and shall be governed by the laws of the State of Mississippi. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be submitted to binding arbitration before a panel consisting of three (3) arbitrators at a mutually agreeable site in Mississippi, or if no site can be agreed upon, then in Jackson, Mississippi. Such arbitration shall be binding upon both Customer and Franklin Telephone and shall be in accordance with the rules of the American Arbitration Association ("AAA"), including selection of the arbitrators, which shall be accomplished in accordance with the rules of the AAA. The award rendered by the



arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties further agree that the prevailing party in such arbitration shall be entitled to recover the costs of such arbitration from the other party, including reasonable attorneys fees. This Agreement to arbitrate shall not in any way impair or lessen the remedies available to Franklin Telephone in the event of default by Customer as more particularly set forth in this Agreement. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly set forth the entire agreement between Franklin Telephone and Customer with respect to the Services provided by Franklin Telephone to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.

# EXHIBIT F



NATIONAL Sheriff  
Feb 8-12  
ACA JAN 9th - 14th

NOV 4th

Event Details Registration Housing Exhibitors ACA.org

### 2020 Winter Conference - San Diego

2020 Winter Conference 1/9/2020 - 1/14/2020

When 1/9/2020 - 1/14/2020  
Where San Diego, CA United States

1.10.20  
1.15.20

Exhibitors please register [here](#). For any exhibitor registration questions please call 1-866-692-2070 or email [registration@expofonic.com](mailto:registration@expofonic.com)

### Program

Select programs by **Category**

*Registration	
1/9/2020 7:00 AM	<p><b>Full Conference Registration Fee</b> Your Registration Fee Includes: Access to all ACA workshops, meetings, sessions, events and the exhibit hall.</p> <p>Category *Registration Time 1/9/2020 7:00 AM - 1/14/2020 11:59 PM</p>
1/8/2020 7:00 AM	<p><b>Student Registration Fee</b> Student Registration available only for students not currently employed in corrections. Note: ID must be present at time of check-in. Your Registration Fee Includes: Access to ACA workshops, business meetings, the exhibit hall and ACA events</p> <p>Category *Registration Time 1/9/2020 7:00 AM - 1/14/2020 11:59 PM</p>
1/11/2020 7:00 AM	<p><b>Saturday Daily Registration Fee</b> Your Registration Fee Includes: Access to all ACA workshops, meetings, sessions and events on Saturday ONLY.</p> <p>Category *Registration Time 7:00 AM - 11:59 PM</p>
1/12/2020 7:00 AM	<p><b>Sunday Daily Registration Fee</b> Your Registration Fee Includes: Access to all ACA workshops, meetings, sessions, events and the exhibit hall on Sunday ONLY.</p> <p>Category *Registration Time 7:00 AM - 11:59 PM</p>

### Non-Exhibiting Company Registration

[https://register.aca.org/ACA\\_Conference/Registration/ACA\\_Conference/Registration\\_Open.aspx?hkey=8dca851a-1bc6-4391-927c-6d8c82b1988a](https://register.aca.org/ACA_Conference/Registration/ACA_Conference/Registration_Open.aspx?hkey=8dca851a-1bc6-4391-927c-6d8c82b1988a)

1/2

You may already have an active registration account. Please use Forgot Username or Forgot Password below to generate your login credentials.

If you do not have an account, please contact 1-800-322-5648 ext 0121. Hours of Operation: Monday - Friday 9:00 a.m. - 4:00 p.m. EST.

### Sign In

Username

Password

Remember me

[Forgot my password or my username](#)

[Create a new account](#)



# EXHIBIT G



NATIONAL Sheriff  
Feb 8-12  
ACA JAN 9th - 14th

NOV 4th

Event Details Registration Housing Exhibitors ACA.org

### 2020 Winter Conference - San Diego

2020 Winter Conference 1/9/2020 - 1/14/2020

When 1/9/2020 - 1/14/2020  
Where San Diego, CA United States

1.10.20  
1.15.20

Exhibitors please register [here](#). For any exhibitor registration questions please call 1-866-692-2070 or email [registration@exnologic.com](mailto:registration@exnologic.com)

#### Program

Select programs by

##### \*Registration

1/9/2020 7:00 AM	<b>Full Conference Registration Fee</b> Your Registration Fee Includes: Access to all ACA workshops, meetings, sessions, events and the exhibit hall. Category *Registration Time 1/9/2020 7:00 AM - 1/14/2020 11:59 PM
1/9/2020 7:00 AM	<b>Student Registration Fee</b> Student Registration available only for students not currently employed in corrections. Note: ID must be present at time of check-in. Your Registration Fee Includes: Access to ACA workshops, business meetings, the exhibit hall and ACA events Category *Registration Time 1/9/2020 7:00 AM - 1/14/2020 11:59 PM
1/11/2020 7:00 AM	<b>Saturday Daily Registration Fee</b> Your Registration Fee Includes: Access to all ACA workshops, meetings, sessions and events on Saturday ONLY. Category *Registration Time 7:00 AM - 11:59 PM
1/12/2020 7:00 AM	<b>Sunday Daily Registration Fee</b> Your Registration Fee Includes: Access to all ACA workshops, meetings, sessions, events and the exhibit hall on Sunday ONLY. Category *Registration Time 7:00 AM - 11:59 PM

##### Non-Exhibiting Company Registration

You may already have an active registration account. Please use [Forgot Username](#) or [Forgot Password](#) below to generate your login credentials.

If you do not have an account, please contact 1-800-222-5846 ext. 0121. Hours of Operation: Monday - Friday 9:00 a.m. - 4:00 p.m. EST.

#### Sign In

Username

Password

Remember me

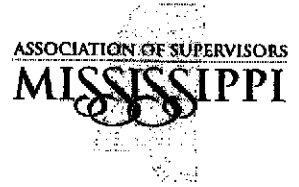
[Forgot my password or my username](#)

[Create a new account](#)



# EXHIBIT H

MISSISSIPPI ASSOCIATION OF SUPERVISORS  
2020 MID-WINTER LEGISLATIVE CONFERENCE  
HILTON JACKSON | JANUARY 7-9, 2020



**COUNTY OFFICIAL REGISTRATION FORM**

Mail to: MS Association of Supervisors  
Attn: Yamalky Gamez  
793 N. President Street  
Jackson, MS 39202

Fax to: 601.353.2749  
Email to: [YGamez@massup.org](mailto:YGamez@massup.org)

County: \_\_\_\_\_ Purchase Order (if needed): \_\_\_\_\_  
Completed by: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone No: \_\_\_\_\_

**\*\*\* If you are a county employee, you may not register as a spouse/guest. \*\*\***

Official: \_\_\_\_\_ Office: \_\_\_\_\_

Registration \$ \_\_\_\_\_ Spouse/Guest: \_\_\_\_\_

Supervisor or Associate Member (\$250)  Non-Member (\$275)

Official: \_\_\_\_\_ Office: \_\_\_\_\_

Registration \$ \_\_\_\_\_ Spouse/Guest: \_\_\_\_\_

Supervisor or Associate Member (\$250)  Non-Member (\$275)

Official: \_\_\_\_\_ Office: \_\_\_\_\_

Registration \$ \_\_\_\_\_ Spouse/Guest: \_\_\_\_\_

Supervisor or Associate Member (\$250)  Non-Member (\$275)

Official: \_\_\_\_\_ Office: \_\_\_\_\_

Registration \$ \_\_\_\_\_ Spouse/Guest: \_\_\_\_\_

Supervisor or Associate Member (\$250)  Non-Member (\$275)

Official: \_\_\_\_\_ Office: \_\_\_\_\_

Registration \$ \_\_\_\_\_ Spouse/Guest: \_\_\_\_\_

Supervisor or Associate Member (\$250)  Non-Member (\$275)

\*\*\*\*\*

Total Registration Fees \$ \_\_\_\_\_  Check Enclosed (No. \_\_\_\_\_)  Bill County

Bill to (Attn.): \_\_\_\_\_ Email: \_\_\_\_\_

**Registrations received in MAS Office after January 2, 2020 will be processed on-site.**

# EXHIBIT I



C-7  
SD1695

**GUEST BODY SHOP, LLC**

26076 W. MAIN STREET, WEST POINT, MS 39773

Phone: (662) 494-1369

FAX: (662) 495-1169

Workfile ID: e0961b8a  
 PartsShare: 5DR8Qw  
 Federal ID: 64-0934799  
 State ID: 013-04737-8

**Preliminary Estimate**

**Customer: BOARD OF SUPERVISORS, CLAY COUNTY**

**Job Number:**

Written By: Holl Wilkerson

Insured: BOARD OF SUPERVISORS,  
CLAY COUNTY

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

BOARD OF SUPERVISORS, CLAY COUNTY

Inspection Location:

GUEST BODY SHOP, LLC

26076 W. MAIN STREET

WEST POINT, MS 39773

Repair Facility

(662) 494-1369 Business

Insurance Company:

**VEHICLE**

2013 DODG Charger Polce RWD (Fleet) 4D SED 8-5.7L Gasoline Electronic Fuel Injection

VIN: 2C3CDXAT7DH642756

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

**TRANSMISSION**

Automatic Transmission

**POWER**

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

**DECOR**

Dual Mirrors

Tinted Glass

Console/Storage

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

**SEATS**

Cloth Seats

Bucket Seats

**WHEELS**

Styled Steel Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control

Stability Control

California Emissions

Power Trunk/Gate Release

11/19/2019 2:15:48 PM

308163

Page 1

**Preliminary Estimate**

**Customer: BOARD OF SUPERVISORS, CLAY COUNTY**

**Job Number:**

2013 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Electronic Fuel Injection

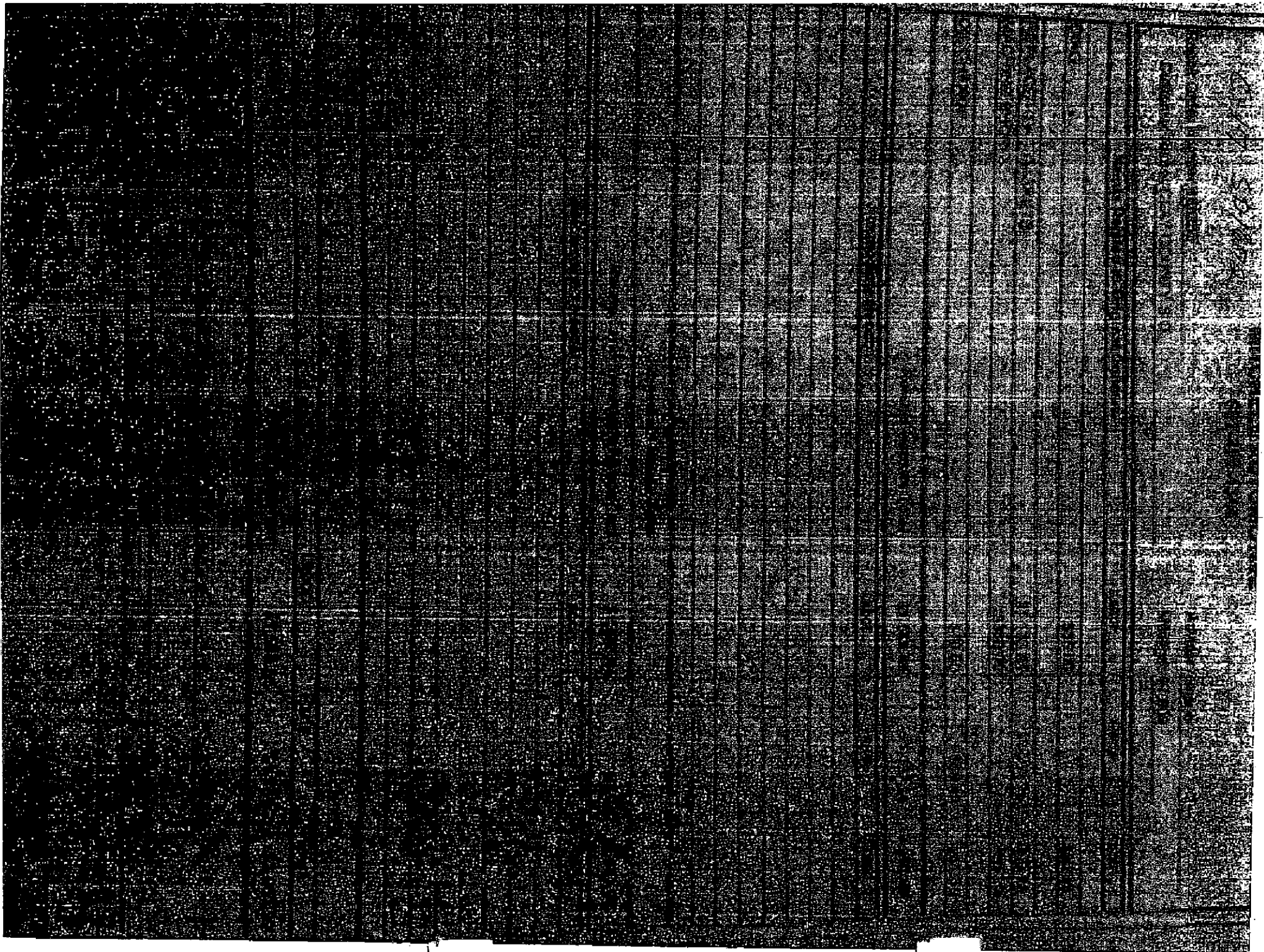
Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2		O/H front bumper		0	0.00	2.7	0.0
3	*	R&I R&I bumper cover		0	0.00	Incl	0.0
4		Repl RT Cover support	57010286AC	1	14.10	Incl	0.0
5	#	R&I PUSH BAR		0	0.00	1.0	0.0
6		<b>FRONT LAMPS</b>					
7	**	Repl A/M RT Headlamp assy w/o HID	57010410AE	1	150.00	0.4	0.0
8		Alm headlamps		0	0.00	0.5	0.0
9		<b>FENDER</b>					
10	*	Rpr RT Fender		0	0.00	2.0	0.0
11		Repl RT Fender liner	68083028AH	1	96.45	0.3	0.0
<b>SUBTOTALS</b>					<b>260.55</b>	<b>6.9</b>	<b>0.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			260.55
Body Labor	6.9 hrs @	\$ 48.00 /hr	331.20
Subtotal			591.75
<b>Grand Total</b>			<b>591.75</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>591.75</b>

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

EXHIBIT J

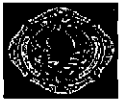


# EXHIBIT K

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### 2020 MISSISSIPPI STATE FIRE ACADEMY GENERAL ADMISSION APPLICATION

Replaces All Previous Editions.  
http://www.msfa.ms.gov

Submit application to:  
STATE FIRE ACADEMY  
1 Fire Academy USA  
Jackson, MS 39208-9600

Phone: 601-932-2444; Fax: 601-932-2819

Duplicate form as needed. Please Print in Ink or Type Application:

Applicant, Chief or designee, and one witness must sign application for processing.

Internal Office Use Only:			
Pay Method:	No Fee	Bill-After	Prepay CASH
CK/MO		Date Paid	
Total Remittance: \$			
PO#		INV#	
Course Fee: \$		Dorm:	
Course Date Assigned:			

Last Name: <b>Dubois</b>		First Name: <b>Jeremy</b>		M.I.: <b>L</b>	MSFA ID# (3 letters last name-2 letters first name-last 4 digits of SS#)
Date of Birth And Age: <b>4/20/1980 Age:39</b>	Applicant Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female		Are you a high school graduate or have a GED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
Contact Phone Number: <b>6623122178</b>	Current Position with Sponsoring Department: <b>Deputy Investigator</b>		Rank: <b>Investigator</b>		
Years in Position: <b>4</b>	Hire Date: <b>11/15/2014</b>	Applicant Status with Department/Organization: <input checked="" type="checkbox"/> Career <input type="checkbox"/> Volunteer <input type="checkbox"/> Other			
Student Email Address: <b>jdubois@claysheriffms.org</b>					

Name of Sponsoring Department/Organization: <b>Clay County Sheriff's Department</b>					
Address: <b>348 W Broad St</b>		Contact: <b>Eddie Scott</b>			
City, State: <b>West Point</b>	Zip: <b>39773</b>	County: <b>Clay</b>			
Phone Number: <b>6624942896</b>	Fax: <b>6624944034</b>	Email: <b>escott@claysheriffms.org</b>			
<input checked="" type="checkbox"/> City, Federal or State Government <input type="checkbox"/> Other-Describe _____					
<input type="checkbox"/> MS Municipal Fire Dept.	<input type="checkbox"/> Career	<input type="checkbox"/> Volunteer	<input type="checkbox"/> Combination	<input checked="" type="checkbox"/> Appointed Fire Investigator	
<input type="checkbox"/> MS County Fire Dept.	<input type="checkbox"/> Career	<input type="checkbox"/> Volunteer	<input type="checkbox"/> Combination		
<input type="checkbox"/> Industrial Organization	<input type="checkbox"/> For Profit	<input type="checkbox"/> Out of State	<input checked="" type="checkbox"/> Law Enforcement	<input type="checkbox"/> Dispatcher	<input type="checkbox"/> Emergency Management <input type="checkbox"/> Other

Course Name: <b>Mississippi County Fire Investigator</b>		Course Code: <b>CFAI</b>	
Requested Date: <b>1st Choice: 2/10/2020</b>		2nd Choice:	
Pre-Requisites Required for this Course: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES-If Yes, complete section below:			
List Course Pre-Requisite Certifying Agency Date Completed	Required Pre-Requisite One: Course: Agency Date Completed: (Attach copy of certificate)	Required Pre-Requisite Two: Course: Agency Date Completed: (Attach copy of certificate)	

Do you want to reserve a dorm room?  NO  YES (If dorm fee is not included in course fee, add \$17 per night to course fee)

Signature of Applicant: \_\_\_\_\_

I am an investigator for the sheriff's department. In that role I have to protect the integrity of the crime scene, take pictures of the scene, collect evidence, take notes, and do good reports.

COMPLETE BOTH SIDES  
MISSISSIPPI STATE FIRE ACADEMY - DIVISION OF MISSISSIPPI INSURANCE DEPARTMENT

**2020 MISSISSIPPI STATE FIRE ACADEMY GENERAL ADMISSION APPLICATION**

Replaces All Previous Editions.  
http://www.msfa.ms.gov

Applicant Name: (Last, First, Middle) \_\_\_\_\_

Dubois, Jeremy, L \_\_\_\_\_

Error! Reference source not found.MSFA ID: \_\_\_\_\_

Course Name: Error! Reference source not found.	Course Fee: \$ 100
Is this a pre-payment required course? If Yes, attach a purchase order or check for the registration process. (Please check catalog course description if unsure.)	Dorm Fee: \$17 per night x 4 nights = \$68 (If applicable and <u>not</u> included in course fee)
Group A fee students represent: Mississippi Municipal (career or volunteer) fire departments, Mississippi County (career or volunteer) fire departments, emergency management, military personnel assigned full time to a Mississippi Base, arson investigators (County Fire Arson and Fire Investigator courses), and Choctaw Fire Department.	Meal Fee: \$12 per day x4 days = \$ 48 (If applicable and <u>not</u> included in course fee)
Group B fee students represent: Industrial organizations, federal affiliates, out-of-state students, for-profit entities, law enforcement, medical entities, dispatchers, etc.	Book Fee: \$ 0 (If applicable and not included in course fee)
<b>TOTAL COURSE FEE: \$ 216</b>	

**SECTION 5: SPONSORSHIP, BEST KNOWLEDGE, FINANCIAL RESPONSIBILITY, AND OBLIGATIONS**

Signature of approval by chief of fire department or head of organization for applicant to attend course listed. Acknowledgement that a course processing fee of \$40 will be charged for all substitutions or cancellations. Additionally, if applicant does not show up for a registered course (regardless of financial responsibility), a fee of \$60 will be charged to the sponsoring department/organization. The course fee will be due and paid by organization listed in Section 2 unless marked otherwise below (except the processing fee or no show fee).

Signature of Chief or Designee: _____ Eddie Scott <i>Eddie Scott</i>	Please Check One: <input checked="" type="checkbox"/> Department Responsible OR <input type="checkbox"/> Student Responsible
Printed Name: <u>Eddie Scott</u> Eddie Scott	Note: If student is responsible, payment must be received 30 days prior to course begin date or student will be removed from the course delivery.
Title/Date: Sheriff 11/19/2019	

**SECTION 6: MEDICAL CONSIDERATIONS**

Do you have any medical conditions which would require special consideration during your attendance? (See American Disabilities Act Federal Regulations in catalog on Rules and Guidelines Governing Students.)

NO  YES-Explain: \_\_\_\_\_

- A. I certify that the information recorded on this application is correct. I agree to abide by the rules, policies, and regulations of the State Fire Academy of Mississippi if I am admitted as a student. Falsification of information may result in denial of admission or a course certification.
- B. I hereby authorize the release of any and all information concerning my enrollment in this course to the chief officer in charge or designee of my organization. All requests for information shall be in writing from said chief officer or designee.
- C. I understand that the State Fire Academy of Mississippi is not authorized to provide medical or health insurance for students. I maintain appropriate insurance on an individual basis.
- D. I have read and understand all rules and guidelines listed in the catalog governing all students.

**WAIVER...**While attending for the purpose of instruction in the State Fire Academy's program, (course name) MS County Fire Investigator Error! Reference source not found. and desiring to obtain practical experience by acting in various capacities on the fire apparatus, trucks, and other equipment in connection with

my instruction, I (PRINT NAME) Jeremy Dubois do hereby relieve the State Fire Academy and all agencies or individuals furnishing equipment or services in connection with said school as well as any fellow student or instructor from any and all liability or any sort or nature whatsoever that might arise or occur as a result of any accident, injury, or damage to me during my participation in the course conducted by the State Fire Academy and do, by my presence, assume whatever risk, apparent and unapparent, that training of this entails.

I understand that the nature of the tasks a fire fighter will be called upon to perform requires a high degree of physical fitness, agility, and dexterity. The instruction I will receive at the State Fire Academy will, therefore, include rigorous exercises which will require physical fitness, strength, and stamina. I waive any and all claims for myself or my heirs against the Academy, its officials or employees, which may result from my participation in the Fire Academy program. This waiver does not affect any rights I may have pursuant to the Workers Compensation Act or the Tort Claims Act. I hereby agree to follow all Academy Rules and Guidelines Governing Students.

**IN WITNESS WHEREOF, I AM SIGNING THIS WAIVER IN THE PRESENCE OF THE UNDERSIGNED WITNESS:**

<u>Cody Parker</u>	<u>Jeremy Dubois 11/19/2019</u>
--------------------	---------------------------------

COMPLETE BOTH SIDES  
MISSISSIPPI STATE FIRE ACADEMY - DIVISION OF MISSISSIPPI INSURANCE DEPARTMENT



## Clay County Sheriff's Office

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

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

November 19, 2019

Mississippi State Fire Academy

Attn: Gladys Peterson

Clay County Investigator Jeremy Dubois has been appointed as the Fire Investigator at the Clay County Sheriff's Office. If you have any additional questions, please feel free to contact me at 662-494-2712.

Sincerely,

---

Eddie Scott  
Sheriff  
Clay County, MS



# EXHIBIT L

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**Mississippi Department of Insurance  
 Division of Fire Services Development  
 P.O. Box 79  
 Jackson, Ms. 39205-0079**

**County Fire Funding Compliance Form  
 Fiscal Year 2019**

In accordance with the provisions of Sections 83-1-39 and 45-11-7 of the Mississippi Code of 1972, as amended, and MID Bulletin 2005-4, the requested information must be provided by each county to verify the provisions of minimum local funds as a condition for receipt of state fire funds. **The information on this form should reflect the FY 2019, Oct.1, 2018-Sept.30, 2019.**

**\*\*\*Please adhere to the following:\*\*\***

**This form must be completed by the county financial officer, chancery clerk, or county administrator and returned to the County Fire Coordinator by December 31, 2019. Non-completion of this document will result in your county not receiving its pro-rata share of state fire rebate funds.**

**AVAILABLE REBATE FUNDS FISCAL YEAR 2019**

1. Name of county		2. Date	
3. Mailing address		4. City	
5. State	6. Zip code	7. Area code Telephone number (     )	
8. Preparer's name		9. Title	
<b>Balance of State Rebate Funds &amp; State Code Funds added together as of Sept. 30, 2018</b>		10. \$	
<b>Interest Accrued</b>		11. \$	
<b>State Rebate Funds received directly from the State of Mississippi during FY 2019</b>		12. \$	
<b>State Rebate Funds received from local government during FY 2019</b>		13. \$	
<b>Total State Rebate Funds available for use in FY 2019</b>		14. \$	
<b>State Code Funds received from the State of Mississippi during FY 2019</b>		15. \$	
<b>Interest Accrued</b>		16. \$	
<b>Total State Code Funds available for use in FY 2019</b>		17. \$	

## County Compliance Form Help Sheet

1. **Box 10** – This box should equal boxes 30 and 31 from the previous year's form added together
2. **Box 12** – This box should only reflect the rebate amount sent directly from the State. Not the rebate and code money added together.
3. **Box 13** – This box should include any rebate funds received from another local government.
4. **Box 14** – This box should reflect the total after adding up boxes 10, 11, 12, and 13 together.
5. **Box 15** – This box should reflect the amount of code money received from the state only. Code money does not carry over. If it isn't spent within 12 months then it is added into the rebate balance and reflected in box 10
6. **Box 17** – This box is the total from adding boxes 15 and 16 together.
7. **Box 18 thru 23** – These boxes are used to report how the rebate money is spent.
8. **Box 25** – This box is the total of expenses indicated in boxes 18 thru 24 added together.
9. **Box 26** – This box is where you indicate how much code money was spent.
10. **Box 27** – This box is where you enter how much local funds that were spent on fire services excluding state rebate funds or federal grants. This total should reflect how much money was used to pay for items like fuel, repairs, salaries, utilities, and any other item that cannot be paid for with rebate money.
11. **Box 28** – This box must be filled out in order for the compliance form to be considered complete. Enter the amount of ¼ mill tax assessed on all real and personal property that was generated based on the current assessed value in this fiscal year.
12. **Box 29** – Enter the current millage assessed for the fire services in the county.
13. **Box 30** – This box will reflect the total of rebate money left over after subtracting box 25 from box 14.
14. **Box 31** – This box will reflect the total of code money left over after subtracting box 26 from box 17.

**Make sure you attach the required documentation in order for the form to be complete.**

**If you have any questions, please call us at 601-359-1062.**

**MISSISSIPPI DEPARTMENT OF INSURANCE**

Division of Fire Services Development

P.O. Box 79

Jackson, MS 39205-0079

601-359-1062

**COUNTY FIRE INVESTIGATOR FORM**

2019

NAME OF COUNTY Clay

COUNTY FIRE INVESTIGATOR'S NAME: Jeremy Dubois

ADDRESS \_\_\_\_\_ PHONE (DAY) \_\_\_\_\_  
PHONE (NIGHT) \_\_\_\_\_

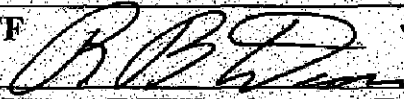
EMAIL \_\_\_\_\_

**WORK STATUS**

FULL-TIME DEPUTY \_\_\_\_\_ PART-TIME DEPUTY \_\_\_\_\_ SPECIAL DEPUTY \_\_\_\_\_ OTHER \_\_\_\_\_  
(PLEASE SPECIFY)

I \_\_\_\_\_, Sheriff of \_\_\_\_\_, have  
appointed \_\_\_\_\_ as Deputy of said county on  
\_\_\_\_\_ 20 \_\_\_\_\_ as fire investigator per MS Code Section 83-1-39(5)(b).

This appointment has been approved by the board of supervisors on its minutes. It is understood that he/she will provide the necessary reports required by the Mississippi Department of Insurance guidelines of the Commissioner of Insurance and attend the fire investigator training certification course offered by the State Fire Academy and State Fire Marshal's Office within one year of appointment and attend an annual county fire investigators workshop sponsored by the State Fire Marshal's Office in order to meet county eligibility for state fire funds.

SHERIFF 

PRESIDENT OF THE BOARD OF SUPERVISORS \_\_\_\_\_

COUNTY FIRE COORDINATOR \_\_\_\_\_

(DUE: DECEMBER 31, 2019)

UPDATED: 9/17/2019

# EXHIBIT M

**IN THE MATTER OF APPROVING AND AUTHORIZING THE TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT TO STABILIZE A CREEK ON HERMAN SHIRLEY ROAD**

There came on this day for consideration the matter of approving and authorizing the Tombigbee River Valley Water Management District to stabilize a creek on Herman Shirley Road.

It appears to this Board Supervisor, Luke Lummus, is requesting for the Tombigbee River Valley Water Management District to assist the County by stabilizing a creek on Herman Shirley Road and;

It appears to this Board Herman Shirley Road is located in Clay County, MS and situated in Section 18, Township 17, Range 7, and;

It appears to this Board supplies will need to be purchased by the County in order for the said repairs to be made and that this Board is authorizing the use of one fifth of the County's Private Local Nature Funds (PLN) to assist with the purchase of supplies for the stabilization of Herman Shirley Road and;


It appears to this Board that if immediate attention is not given to this project the general public will be inconvenienced, and;

It appears to this Board Clay County, Mississippi is without sufficient resources to perform such tasks.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Tombigbee River Valley Water Management District has been authorized and designated to perform the above stated task in Clay County as within their means to do so.

After motion by Luke Lummus and second by Shelton Deanes with all members of the Board present voting "Aye", the President declared the motion carried and the resolution adopted.

SO ORDERED this the 22nd day of November, 2019

The seal of the Board of Supervisors of Clay County, Mississippi, is circular with a double border. The outer border contains the text "BOARD OF SUPERVISORS" at the top and "CLAY COUNTY, MISSISSIPPI" at the bottom. In the center is a coat of arms featuring a plow, a sheaf of wheat, and a cotton plant. To the right of the seal is a handwritten signature "R.B. Davis" in cursive, written over a horizontal line.

R.B. Davis, President

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PAGE  
LEFT  
BLANK  
INTENTIONALLY

# EXHIBIT N





STATE OF MISSISSIPPI

**Tombigbee River Valley Water Management District**

**DAVID M. KENNARD**  
EXECUTIVE DIRECTOR

13 November 2019

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

Re: Cleanout of Bogue Culley Creek, Clay County, Mississippi, PN 13-1909-073

Dear Mr. Davis:

On 12 November 2019 the District's Board of Directors approved Clay County's request for assistance with the cleanout of Bogue Culley Creek in Section 18, Township 15 South, Range 5 East.

Before work can begin on this project, the following paperwork must be executed by the Board and the Board's Attorney and returned to our office: A Local Cooperation Agreement, Right-Of-Entry Form, and Attorney's Certificate. Temporary Easements for ingress and egress will also be required.

As soon as we receive the above paperwork in our office, work on this project will be scheduled to commence as soon as possible. If you have any questions, please advise. As always, it is a pleasure working with Clay County.

Sincerely,

David M. Kennard  
Executive Director

Cc: Mr. Shelton Deans, District 4 Supervisors  
Mrs. Amy Berry, Chancery Clerk  
Mr. Carl Hass, TRVWMD Director  
Mr. Paul Vickers, TRVWMD Director

P.O. BOX 616 • Tupelo, Mississippi 38802 • Phone: (662) 842-2131 • Fax: (662) 842-2132 • Cell: 1 (601)479-2205  
E-mail: dkennard@trvwmd.com

LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

THIS AGREEMENT entered into this 22<sup>nd</sup> day of March, 2019 between the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT (hereinafter called the "District"), acting by and through its Executive Director, and the Clay COUNTY BOARD OF SUPERVISORS (hereinafter called the "County"), represented by its President;

WITNESSETH THAT:

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, PN 13-1909-073 Cleanout of Bogue Culley Creek (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held 12 November 2019;

The Small Project Authorization will allow the "District" to perform certain works of an emergency or urgent nature whereby streams are experiencing blockage from excess debris or sediment that may result in damage to property. Such property may include public bridges, roads, buildings, stream banks, farm land, or residences.

The "County" will provide all rights-of-way and easements necessary to perform the work of clearing, de-snagging, or excavating the blockage along with easements upon and through private lands for the purpose of ingress or egress to and from the site of work. It is understood that the "District" accepts no responsibility for future maintenance of the affected area where the work occurred.

It is understood that the "District" accepts no responsibility for future maintenance of any bridges, roads, bank stabilization or the clearing and cleaning out of any stream that work has been performed on by the District under its Small Project Program.

The "County" agrees to provide manpower and equipment when necessary to assist in the completion of a project that involves "County" property. The "District" does not accept any liability of injury caused to any "County" employee during performance of work.

Any work or repairs performed on "County" property will be performed for the benefit of the "County" and if the cost of such work or repairs exceeds the limits set out by the "District", the "County" will further hold and save the "District" free from all damages arising from work performed on "County" property including repairs and work performed to bridges and abutments.

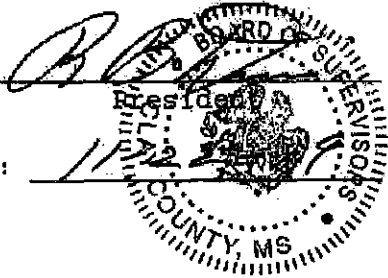
Before any work is commenced upon "County" property for the benefit of "County", the "County" must provide all necessary rights-of-way and easements along with full approval by County Engineer.

THIS AGREEMENT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the Board of Supervisors of Clay County as its official act.

COUNTY BOARD OF SUPERVISORS

TOMBIGBEE RIVER VALLEY WATER  
MANAGEMENT DISTRICT

BY: \_\_\_\_\_



DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Executive Director

DATE: \_\_\_\_\_

STATE OF MISSISSIPPI  
CLAY COUNTY

PN 13-1909-073 CLEANOUT OF BOGUE  
CULLEY CREEK

TEMPORARY EASEMENT

For and in consideration of the cleanout of Bogue Culley Creek in Clay County by the Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargain, sells and warrants unto the Tombigbee River Valley Water Management District a temporary easement over, on and across the following described lands located in Clay County, to-wit;

A strip of land 100 feet in width on the left and right descending bank(s) of Bogue Culley Creek owned by the undersigned in Section 18, Township 15 South, Range 5 East.

This temporary easement is granted for the necessary period of time to allow the District to complete the project. This easement may be used for such other purposes as may be required in connection with said works of improvement, reserving however, to the owners, their heirs and assigns all such rights and privileges as may be used without interfering with or abridging the right and easement herein conveyed, subject, however, to existing easements for public roads, highway and public utilities.

The undersigned do hereby further give and grant unto the Tombigbee River Valley Water Management District, its successors and assigns, all rights of ingress, egress and regress over all or any part of the lands owned by the undersigned that abuts Bogue Culley Creek for the purpose of the movements of equipment to be used in the work contemplated.

The Tombigbee River Valley Water Management District will perform and construct this work within its capabilities and limitations and as its schedule will permit and will not be responsible for future maintenance of said work. The landowner(s) will be responsible for any future maintenance.

Tombigbee River Valley Water Management District hereby accepts no liability caused to land or property resulting from the implementation of said project not is the District responsible for any future problems caused by flooding, erosion, sediment or debris deposits, and grantor(s) hereby agrees/agree to release Tombigbee River Valley Water Management District from any liability for damages that might result from said project.

WITNESS our signatures this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

**NOTE: TOP SECTION TO BE COMPLETED BY NOTARY, OR, BOTTOM SECTION TO BE COMPLETED BY WITNESS and NOTARY**

TO BE COMPLETED BY NOTARY:

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned authority in and for said County and State, \_\_\_\_\_, who acknowledged that he/she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his/her act and deed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires: \_\_\_\_\_

----- OR -----

TO BE COMPLETED BY WITNESS AND NOTARY:

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned authority in and for said County and State, \_\_\_\_\_, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and says that he/she saw the above named \_\_\_\_\_

(Name of Grantor)

whose name(s) is/are subscribe thereto, sign and deliver the same to the said Tombigbee River Valley Water Management District or that he/she heard the above named \_\_\_\_\_

(Name of Grantor)

acknowledge that he/she signed and delivered the same to the said Tombigbee River Valley Water Management District; and that this affiant subscribed his/hers name thereto as a witness thereto in the presence of the said \_\_\_\_\_

(Name of Grantor)

\_\_\_\_\_  
Witness (signature)

SWORN AND SUBSCRIBED before me, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires: \_\_\_\_\_

RIGHT-OF-ENTRY

In compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the PN 13-1909-073 Cleanout of Bogue Culley Creek (the Project), as described in the agreement between the Tombigbee River Valley Water Management District (the District) and the Clay County Board of Supervisors for local cooperation on the above project entered into on the 22<sup>nd</sup> day of November, 2019, the Clay County Board of Supervisors (the County), as local sponsor, acting by and through its duly authorized representatives, represents and assures the District as follows:

1. That the County has provided the District the lands, or sufficient interest therein, required for the operation and implementation of the project, including access for ingress and egress to and from the project for purpose herein stated;
2. That the relocation and/or alteration of all utilities, structures, objects, and other encumbrances upon the project rights-of-way have been completed or will be completed without cost to the District prior to the initiation of work;
3. That outstanding encumbering rights and interests in said land in the name of third parties have been removed insofar as would prohibit or prevent work from being performed for purposes herein stated;
4. That a sufficient right-of-way is available for implementation of the project

All of the above is subject to stipulations in the easements.

The Board of Supervisors of Clay County hereby authorizes the District, its officers, agents, employees, representatives, and contractors to enter upon all the aforesaid required lands in connection with the construction of the project.

Executed this 22<sup>nd</sup> day of November  
2019.

  
[Signature]  
President, Board of Supervisors

ATTEST: [Signature]



**FREE UNA LAND COMPANY**

*Clyde L. Pritchard*

*P.O. Box 2523*

*Starkville, MS 39760*

JUNE 4, 2019

CLAY COUNTY BOARD OF SUPERVISORS  
MR. SHELTON DEANES  
205 COURT STREET  
WEST POINT, MS 39773

VIA EMAIL: [abetry@claycounty.ms.gov](mailto:abetry@claycounty.ms.gov)

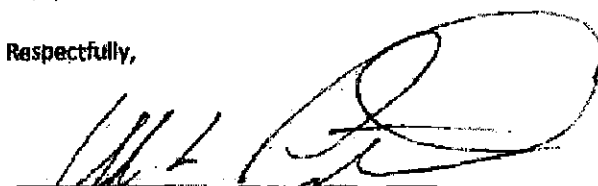
RE: BOGUE CULLEY CREEK BLOCKAGE  
BAKER ROAD  
CLAY COUNTY, MISSISSIPPI

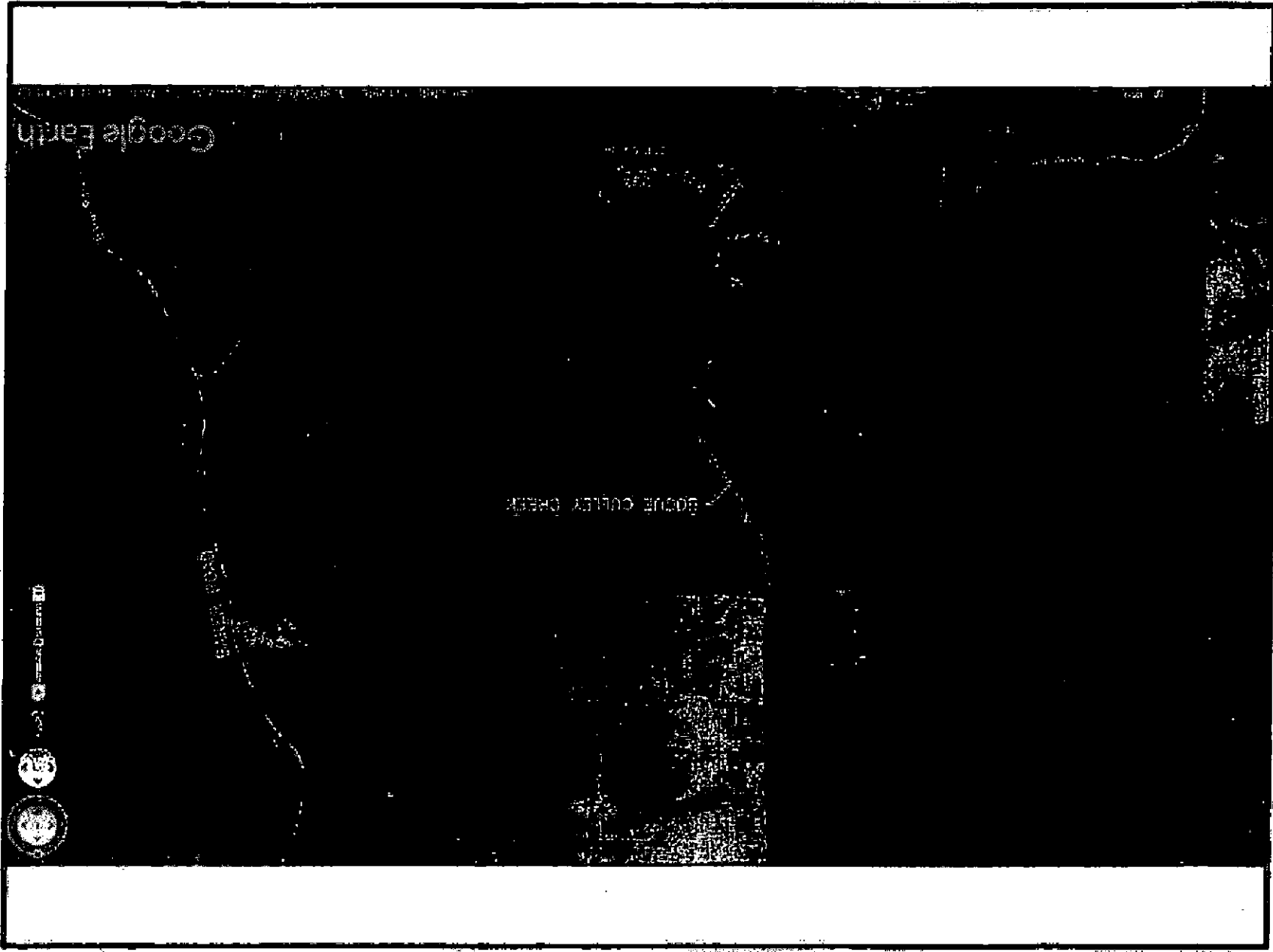
Dear Mr. Deanes:

We respectfully request the Clay County Board of Supervisors issue a request to The Tombigbee River Waterway Management District to remove blockage within Bogue Culley Creek which discharges directly into Houlika Creek. Frequent and persistent flooding with associated drifts and sand deposition has essentially blocked the channel within the limits shown on the attached site schematic. The blockage has and is adversely impacting our property through increased flooding, erosion, and timber loss due to sand deposition. The subject area is accessible without damage to any current crop or farming activities.

Your assistance in expediting this work is greatly appreciated. Feel free to contact us should you have any questions.

Respectfully,

  
Clyde L. Pritchard, P.E.  
Free Una Land Company  
(662) 769-8101





STATE OF MISSISSIPPI

**Tombigbee River Valley Water Management District**

**DAVID M. KENNARD**  
EXECUTIVE DIRECTOR

13 November 2019

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

Re: Culvert replacement for the River Oaks Community, Clay County, Mississippi  
PN 13-1906-055

Dear Mr. Davis:

On 12 November 2019 the District's Board of Directors approved Clay County's request for assistance with the replacement of a culvert for the River Oaks Community in Section 6, Township 17 South, Range 8 East.

Before work can begin on this project, the following paperwork must be executed by the Board and the Board's Attorney and returned to our office: A Local Cooperation Agreement, Right-Of-Entry Form, and Attorney's Certificate. Temporary Easements for Ingress and egress will also be required.

As soon as we receive the above paperwork in our office, work on this project will be scheduled to commence as soon as possible. If you have any questions, please advise. As always, it is a pleasure working with Clay County.

Sincerely,

David M. Kennard  
Executive Director

Cc: Mr. Lynn Horton, District 1 Supervisors  
Mrs. Amy Berry, Chancery Clerk  
Mr. Carl Hass, TRVWMD Director  
Mr. Paul Vickers, TRVWMD Director

P.O. Box 616 • Tupelo, Mississippi 38802 • Phone: (662) 842-2131 • Fax: (662) 842-2132 • Cell: 1 (601)479-2205  
E-mail: dkennard@trvwmd.com

6/17/2019 REAL PROPERTY APPRAISAL MASTER FILE INQUIRY 10:17:27  
 State ID: 056 06 0023900 ACCOUNT # YEAR APPRAISED:  
 MAP PARCEL SCT QTR TWN RNG DEEDED CALCULATED TAX MITG REC JUD EXMPT  
 056 00239 00 06 17 08E 14.30 1010 FTX 0  
 Taxable: BEAT: 1 CITY: 0 SCHOOL: 1 SPECIAL: 0  
 OWNER CODE...: Status:   
 OWNER NAME...: BENTLEY GREGORY W  
 IN CARE OF...: LAST UPDATED Date: 4/19/2017  
 MAILING ADDR...: 705 RIVER OAKS DR BY: ALICE  
 CITY/STATE/ZIP: WEST POINT MS 39773  
 PROPERTY STR ADDR: No. 705 Name: RIVER OAKS DR  
 Contact: Town: WEST POINT  
 BRIEF DESCR: S 06 T 17 R 08 PT N 1/2  
 SUBDIVISION: BLOCK: LOT#: LOT SIZE:  
 ZONED:

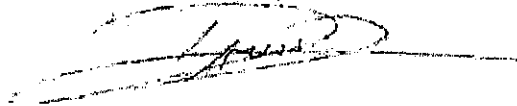
DEED INFO:	DATE	BOOK	PAGE	DATE	BOOK	PAGE	DATE	BOOK	PAGE
	8/04/2006	256	489						

SPL:	CD	BENEFIT	CD	BENEFIT	CD	BENEFIT	CD	BENEFIT
F1 - Deeds								
F2 - Values			F4 - View Entire Legal		F6 - Land Info		F7 - Building Info	
F8 - Homestead			F12 - Exit		F15 - Print PRC		F20 - View Images	

TO: DAVID STEPHENS  
 FROM: DAVID KENHARD

T. DAVID -- WE NEED THE ATTACHED  
 EASEMENT SIGNED AND NOTARIZED!  
 MR BENTLEY'S INFO IS ABOVE -

THANKS -



**NOTE: TOP SECTION TO BE COMPLETED BY NOTARY, OR, BOTTOM SECTION TO BE COMPLETED BY WITNESS and NOTARY**

TO BE COMPLETED BY NOTARY:

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned authority in and for said County and State, Gregory W. Bentley, who acknowledged that he/she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his/her act and deed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires: \_\_\_\_\_

OR

TO BE COMPLETED BY WITNESS AND NOTARY:

STATE OF MISSISSIPPI  
COUNTY OF Clay

Personally appeared before the undersigned authority in and for said County and State, MISSISSIPPI, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and says that he/she saw the above named Gregory W. Bentley

(Name of Grantor)

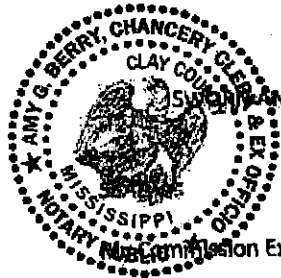
whose name(s) is/are subscribed thereto, sign and deliver the same to the said Tombigbee River Valley Water Management District or that he/she heard the above named Gregory W. Bentley

(Name of Grantor)

acknowledge that he/she signed and delivered the same to the said Tombigbee River Valley Water Management District; and that this affiant subscribed his/hers name thereto as a witness thereto in the presence of the said

Gregory W. Bentley  
(Name of Grantor)

David Stephen  
Witness (signature)



AND SUBSCRIBED before me, this the 18th day of June, 2009.

My Commission Expires January 6, 2023

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

WITNESS our signatures this the 18<sup>th</sup> day of June, 2019.

Witness David Stephen

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Grantor Greg Bentley

NAME: Greg Bentley

ADDRESS: 705 River Oaks Dr

PHONE: 662-494-2329

Grantor \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Grantor \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Grantor \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Grantor \_\_\_\_\_

NAME:

ADDRESS:

PHONE:



STATE OF MISSISSIPPI

**Tombigbee River Valley Water Management District**

**DAVID M. KENNARD**  
EXECUTIVE DIRECTOR

13 November 2019

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

Re: Culvert replacement for the River Oaks Community, Clay County, Mississippi  
PN 13-1906-055

Dear Mr. Davis:

On 12 November 2019 the District's Board of Directors approved Clay County's request for assistance with the replacement of a culvert for the River Oaks Community in Section 6, Township 17 South, Range 8 East.

Before work can begin on this project, the following paperwork must be executed by the Board and the Board's Attorney and returned to our office: A Local Cooperation Agreement, Right-Of-Entry Form, and Attorney's Certificate. Temporary Easements for ingress and egress will also be required.

As soon as we receive the above paperwork in our office, work on this project will be scheduled to commence as soon as possible. If you have any questions, please advise. As always, it is a pleasure working with Clay County.

Sincerely,

David M. Kennard  
Executive Director

Cc: Mr. Lynn Horton, District 1 Supervisors  
Mrs. Amy Berry, Chancery Clerk  
Mr. Carl Hass, TRVWMD Director  
Mr. Paul Vickers, TRVWMD Director

P.O. Box 616 • Tupelo, Mississippi 38802 • Phone: (662) 842-2131 • Fax: (662) 842-2132 • Cell: 1 (601)479-2205  
E-mail: dkennard@trvwmd.com

LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

THIS AGREEMENT entered into this 22<sup>nd</sup> day of November, 2019 between the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT (hereinafter called the "District"), acting by and through its Executive Director, and the Clay COUNTY BOARD OF SUPERVISORS (hereinafter called the "County"), represented by its President;

WITNESSETH THAT:

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, PN 13-1906-055 Culvert Replacement for the River Oaks Community (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held 12 November 2019;

The Small Project Authorization will allow the "District" to perform certain works of an emergency or urgent nature whereby streams are experiencing blockage from excess debris or sediment that may result in damage to property. Such property may include public bridges, roads, buildings, stream banks, farm land, or residences.

The "County" will provide all rights-of-way and easements necessary to perform the work of clearing, de-snagging, or excavating the blockage along with easements upon and through private lands for the purpose of ingress or egress to and from the site of work. It is understood that the "District" accepts no responsibility for future maintenance of the affected area where the work occurred.

It is understood that the "District" accepts no responsibility for future maintenance of any bridges, roads, bank stabilization or the clearing and cleaning out of any stream that work has been performed on by the District under its Small Project Program.



The "County" agrees to provide manpower and equipment when necessary to assist in the completion of a project that involves "County" property. The "District" does not accept any liability of injury caused to any "County" employee during performance of work.

Any work or repairs performed on "County" property will be performed for the benefit of the "County" and if the cost of such work or repairs exceeds the limits set out by the "District", the "County" will further hold and save the "District" free from all damages arising from work performed on "County" property including repairs and work performed to bridges and abutments.

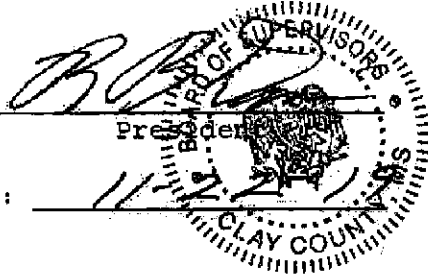
Before any work is commenced upon "County" property for the benefit of "County", the "County" must provide all necessary rights-of-way and easements along with full approval by County Engineer.

THIS AGREEMENT ADOPTED this 22<sup>nd</sup> day of March, 2019 by the Board of Supervisors of Clay County as its official act.

COUNTY BOARD OF SUPERVISORS

TOMBIGBEE RIVER VALLEY WATER  
MANAGEMENT DISTRICT

BY: \_\_\_\_\_



President

BY: \_\_\_\_\_

Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

TEMPORARY EASEMENT

For and in consideration of the culvert replacement in the River Oaks Community in Chickasaw County by the Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargain, sells and warrants unto the Tombigbee River Valley Water Management District a temporary easement over, on and across the following described lands located in Clay County, to-wit;

A strip of land 100 feet in width on the left and right descending bank(s) of an unnamed tributary to the Tombigbee River on River Oaks Drive owned by the undersigned in Section 6, Township 17 South, Range 8 East.

This temporary easement is granted for the necessary period of time to allow the District to complete the project. This easement may be used for such other purposes as may be required in connection with said works of improvement, reserving however, to the owners, their heirs and assign all such rights and privileges as may be used without interfering with or abridging the right and easement herein conveyed, subject, however, to existing easements for public roads, highway and public utilities.

The undersigned do hereby further give and grant unto the Tombigbee River Valley Water Management District, its successors and assigns, all rights of ingress, egress and regress over all or any part of the lands owned by the undersigned that abuts an unnamed tributary of the Tombigbee River on River Oaks Drive for the purpose of the movements of equipment to be used in the work contemplated.

The Tombigbee River Valley Water Management District will perform and construct this work within its capabilities and limitations and as its schedule will permit and will not be responsible for future maintenance of said work. The landowner(s) will be responsible for any future maintenance.

Tombigbee River Valley Water Management District hereby accepts no liability caused to land or property resulting from the implementation of said project not is the District responsible for any future problems caused by flooding, erosion, sediment or debris deposits, and grantor(s) hereby agrees/agree to release Tombigbee River Valley Water Management District from any liability for damages that might result from said project.

WITNESS our signatures this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

Witness \_\_\_\_\_

Grantor \_\_\_\_\_

Witness \_\_\_\_\_

NAME:

ADDRESS:

PHONE:

**NOTE: TOP SECTION TO BE COMPLETED BY NOTARY, OR, BOTTOM SECTION TO BE COMPLETED BY WITNESS and NOTARY**

**TO BE COMPLETED BY NOTARY:**

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned authority in and for said County and State, \_\_\_\_\_, who acknowledged that he/she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his/her act and deed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires: \_\_\_\_\_

----- OR -----

**TO BE COMPLETED BY WITNESS AND NOTARY:**

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned authority in and for said County and State, \_\_\_\_\_, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and says that he/she saw the above named \_\_\_\_\_

(Name of Grantor)

whose name(s) is/are subscribe thereto, sign and deliver the same to the said Tombigbee River Valley Water Management District or that he/she heard the above named \_\_\_\_\_

(Name of Grantor)

acknowledge that he/she signed and delivered the same to the said Tombigbee River Valley Water Management District; and that this affiant subscribed his/hers name thereto as a witness thereto in the presence of the said

\_\_\_\_\_  
(Name of Grantor)

\_\_\_\_\_  
Witness (signature)

SWORN AND SUBSCRIBED before me, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires: \_\_\_\_\_

RIGHT-OF-ENTRY

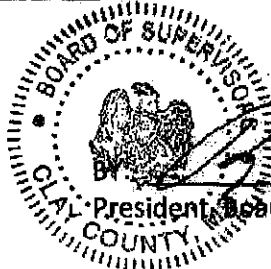
In compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the PN 13-1906-055 Culvert replacement for the River Oaks Community (the Project), as described in the agreement between the Tombigbee River Valley Water Management District (the District) and the Clay County Board of Supervisors for local cooperation on the above project entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the Clay County Board of Supervisors (the County) , as local sponsor, acting by and through its duly authorized representatives, represents and assures the District as follows:

1. That the County has provided the District the lands, or sufficient interest therein, required for the operation and implementation of the project, including access for ingress and egress to and from the project for purpose herein stated;
2. That the relocation and/or alteration of all utilities, structures, objects, and other encumbrances upon the project rights-of-way have been completed or will be completed without cost to the District prior to the initiation of work;
3. That outstanding encumbering rights and interests in said land in the name of third parties have been removed insofar as would prohibit or prevent work from being performed for purposes herein stated;
4. That a sufficient right-of-way is available for implementation of the project

All of the above is subject to stipulations in the easements.

The Board of Supervisors of Clay County hereby authorizes the District, its officers, agents, employees, representatives, and contractors to enter upon all the aforesaid required lands in connection with the construction of the project.

Executed this 22nd day of November 2019.



By: [Signature]  
President, Board of Supervisors

ATTEST

[Signature]

PROJECT: PN 13-1906-055 Culvert Replacement for the River Oaks Community

ATTORNEY'S CERTIFICATE

Angela Turner Ford, Attorney for the Board of Supervisors of Clay County, hereby certify that the said Tombigbee River Valley Water Management District has been provided with the lands or sufficient interest therein, for the above project covered by the foregoing Right-Of-Entry, on the 22nd day of November, 2019.

Given under my hand on this day 22nd of November, 2019.

[Signature]  
\_\_\_\_\_  
Chief Legal Counsel

ATTEST: [Signature]  
\_\_\_\_\_

NO. \_\_\_\_\_

**IN THE MATTER OF APPROVING AND AUTHORIZING THE TOMBIGBEE RIVER  
VALLEY WATER MANAGEMENT DISTRICT TO TERMINATE CERTAIN  
PROJECTS FROM CLAY COUNTY'S PROJECT LIST**

There came on this day for consideration the matter of approving and authorizing the Tombigbee River Valley Water Management District to terminate certain projects from Clay County's project list.


It appears to this Board the following projects should be removed for terminated from Clay County's project list, to-wit;

- Pr No. 13-1301-002 Cleanout of Bell Creek
- Pr No. 13-1412-081 Bridge Repair of W. Half Mile Street
- Pr No. 13-1011-092 Cleanout of McGee Creek

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Tombigbee River Valley Water Management District has been authorized to terminate or cancel the above stated projects for Clay County MS.

After motion by Lynn Horton and second by Shelton Deanes with all members of the Board present voting "Aye", the President declared the motion carried and the resolution adopted.

SO ORDERED this the 22nd day of November, 2019.

  
*R. B. Davis*  
\_\_\_\_\_  
R. B. Davis, President



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PAGE  
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STATE OF MISSISSIPPI

**Tombigbee River Valley Water Management District**

**DAVID M. KENNARD**  
EXECUTIVE DIRECTOR

August 23, 2019

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

RE: Quarterly Project Report

Dear Mr. Davis:

In an effort to keep you and your Board up to date on project status, we have put together a summary sheet of all projects within your county. Page two of the document gives you a legend that explains each of the categories. Please review this document and give me your feedback. My plan is to send this document out once per quarter.

Please do not hesitate to call if you have questions or comments. I can be reached at 662-842-2131 or 601-479-2205. My email address is [dkennard@trvwmd.com](mailto:dkennard@trvwmd.com).

Sincerely,

A handwritten signature in black ink, appearing to read "D. M. Kennard", written over a horizontal line.

David M. Kennard  
Executive Director

**CLAY COUNTY**

8/15/2019

Status	TRVWMD PROJ. NO.	COUNTY	PROJECT NAME	Work Order Number	Work Started	Work Completed	Date Rescinded
<b>New Projects</b>							
N	13-1906-055	Clay	Culvert Replacement for the River Oaks Community				
<b>Work Order Issued</b>							
W	13-1704-017	Clay	Cleanout of a portion of McGee Creek	1514			
W	13-1903-015	Clay	Cleanout of ditches located along the Yokohama Tire Off-Site Rail	1589			
W	13-1903-016	Clay	Culvert Replacement for the River Oaks Community	1590			
<b>Awaiting Paperwork from Board of Supervisors</b>							
BS	13-0904-035	Clay	Unnamed Tributary of Tibbee Creek				
BS	13-1002-015	Clay	Cleanout of Sun Creek at Camp Seminole Road				
BS	13-1301-001	Clay	Cleanout of Sand Creek				
BS	13-1301-002	Clay	Cleanout of Ball Creek <i>Finished 09</i>				
BS	13-1405-023	Clay	Cleanout of Two Tributaries to Chuquatonshee Creek				
CE	13-1412-081	Clay	Bridge Repair on West Half Mile Street Bridge				
CE	13-1804-020	Clay	Repair and Cleaning of Bridge on US Davidson Road				
BS	13-1412-078	Clay	Cleanout of Reed Creek				
<b>Awaiting Action from Corps of Engineers</b>							
CE	13-0904-036	Clay	Unnamed Tributary of Tibbee Creek				
CE	13-1002-014	Clay	Cleanout of Hog Pen Creek at Baker Road				
CE	13-1011-092	Clay	Cleanout of McGee Creek				
<b>On Hold by Board of Supervisors</b>							
BH	13-1707-029	Clay	Cleanout of Hog Pen Creek; a Tributary to Houika Creek (Hold-Beaver)				
BH	13-1810-052	Clay	Cleanout of Buck Creek (Hold-Beaver)				
<b>To Be Rescinded By Board of Supervisors</b>							
<b>Projects Completed</b>							
X	13-1306-037	Clay	EWP - Cleanout a portion of Line Creek	1543	08/06/18	11/15/18	
X	13-1703-016	Clay	Cleanout of a portion of Spring Creek at Waverly Road <i>cancel</i>	1521	06/04/18	06/06/18	
X	13-1711-056	Clay	Repair of Carradine Bridge off of Highway 47 on Carradine Road <i>cancel</i>	1512	05/10/18	07/30/18	
<b>Projects Rescinded</b>							
<b>PLN Balance</b>							
Obligated: \$15,000.00							
Remaining Funds: \$26,715.13							

*what are you needing on this*

*working on this*

*cancel*

**N - New Projects:** These are projects recently received from the County. We are compiling data sheets in preparation for presentation to TRVWMD Board of Directors. Once approved by the Board of Directors, the project will move to the "BS - Awaiting Paperwork from Board of Supervisors" category.

**W - Work Order Issued:** These projects have been approved by the TRVWMD Board of Directors and have been placed in our "pool" of projects ready for construction. Projects will be worked as soon as possible with weather and soil conditions being major factors.

**BS - Awaiting Paperwork from Board of Supervisors:** These projects have been approved by the TRVWMD Board of Directors and need to have the proper paperwork returned (easements, Right of Entry, Attorney's Certification). Once all paperwork is received, a work order number will be issued and the project placed in the "W - Work Order Issued" category.

**C - Awaiting Action from Corps of Engineers:** These are projects that are possibly impacting wetlands. Corps of Engineers will evaluate each project and make a determination of the processes necessary to accomplish the project. If County agrees to comply with the Corps of Engineer requirements, the project will be placed in the "W - Work Order Issued" Category.

**PB - On Hold by Board of Supervisors:** These are projects that the County has placed on hold. Many of the projects placed on hold deal with easement difficulties and beaver control issues.

**BR - To Be Rescinded By Board of Supervisors:** These are projects that the Counties have decided not to pursue. These projects require a new resolution from the Board of Supervisors that rescinds the original resolution.

**X - Projects Completed this FY:** These are the projects that have been completed.

**R - Projects Rescinded this FY:** These are the projects that have been rescinded.

# EXHIBIT O

**Calculation of Estimated Contributions/Wages For Constables  
November 2019**

**Calculation:**

	<b>Lewis Stafford</b>	<b>Sherman Ivy</b>	
Gross Fee Income *	\$2,135.00	\$1,300.00	<b>(Input)</b>
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$234.85</u>	<u>\$143.00</u>	
Estimated Contributions	\$234.85	\$143.00	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$1,070.91</u>	<u>\$652.07</u>	
Estimated Wages	\$1,070.91	\$652.07	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$96.38</u>	<u>\$58.69</u>	
Estimated Wages	\$1,070.91	\$652.07	
Multiplied by PERS ER Rate	17.40%	17.40%	
Estimated PERS ER Contributions	<u>\$186.34</u>	<u>\$113.46</u>	

**\*\*Summary of Wages and Contributions to be reported to PERS For Constables: \*\***

Estimated Wages	\$1,070.91	\$652.07	
Estimated PERS EE Contributions	\$96.38	\$58.69	155.07
Estimated PERS ER Contributions	\$186.34	\$113.46	299.80
Total Estimated Contributions	<u>\$282.72</u>	<u>\$172.15</u>	

**\*\*Funds to be Paid to Constables\*\***

Gross Fee Income	\$2,135.00	\$1,300.00
Less: Total Estimated PERS EE/ER Contributions	<u>\$282.72</u>	<u>\$172.15</u>
Net Gross	\$1,852.28	\$1,127.85

Need an order to transfer to Payroll Clearing fund \$ 454.87 to remit with Retirement Contributions

\* Gross Fee Income is turned in to comptroller by the Justice Court Deputy.

# **EXHIBIT P**



# Certificate of Attendance

The University of Mississippi Law Center  
Awards this Certificate to

**Chris McBrayer**

for having attended the

**2019 JUSTICE COURT JUDGES SPRING CONFERENCE**

Silver Star Convention Center - Choctaw, Mississippi

April 3-5, 2019

conducted by the

**Mississippi Judicial College**

**12.25 Hours**

Program Manager

Director



# Certificate of Attendance

The University of Mississippi Law Center  
Awards this Certificate to

**Chris R. McBrayer**

for having attended the

2019 JUSTICE COURT JUDGES FALL CONFERENCE

Hilton Hotel – Jackson, Mississippi

October 9 – 11, 2019

conducted by the

Mississippi Judicial College

12.25 Hours

A handwritten signature in black ink, appearing to be "K. Smith".

Program Manager

A handwritten signature in black ink, appearing to be "C. McBrayer".

Director



[

# EXHIBIT Q



# Data Systems Management, Inc.



## ProntoCOURT Basic Training

- Course:** ProntoCOURT-001
- Audience:** This course should be taken by anyone who will be utilizing the full case management and administrative features of the ProntoCOURT Court Management System.
- Prerequisites:** Basic workable knowledge of Chrome Browser and Windows 10 PC
- Objectives:** After completing the course the student should be able to:
- \* Navigate the Valence Graphical interface
  - \* Manage User Authority
  - \* Download and update E-Citations
  - \* Create and edit Affidavits
  - \* Add Witnesses
  - \* Create and edit Cases
  - \* Accept fees and print receipts
  - \* Input Orders
  - \* Upload, manage, and scan documents
  - \* Print and Maintain Court Agendas and Dockets
  - \* Manage Bonds
  - \* Print Management and Process Reports
  - \* Maintain Master Files

**Classes are from 10:00 AM till 2:00 PM. Lunch will be provided. Cost is \$250 per initial attendee, \$175 for additional attendees from same organization. One Week \$50 Late Cancellation Fee.**

**Where:** Data Systems' Main Office, 1505 Clinton Business Park Drive, Clinton, MS 39056

**When:** Monday, December 16<sup>th</sup> OR Thursday, December 19<sup>th</sup>

**To Enroll:** Call us at 601-925-6270, FAX to 601-925-2223, or eMail al@altheriot.com

<b>Name:</b>		<b>eMail:</b>	
<b>Organization:</b>		<b>Phone:</b>	<b>Class Date:</b>

<b>Name:</b>		<b>eMail:</b>	
<b>Organization:</b>		<b>Phone:</b>	<b>Class Date:</b>

<b>Name:</b>		<b>eMail:</b>	
<b>Organization:</b>		<b>Phone:</b>	<b>Class Date:</b>

Al Theriot  
504-909-9387  
al@altheriot.com

1505 Clinton Business Park Drive  
Clinton, MS 39056  
601-925-6270 www.dsmgov.com

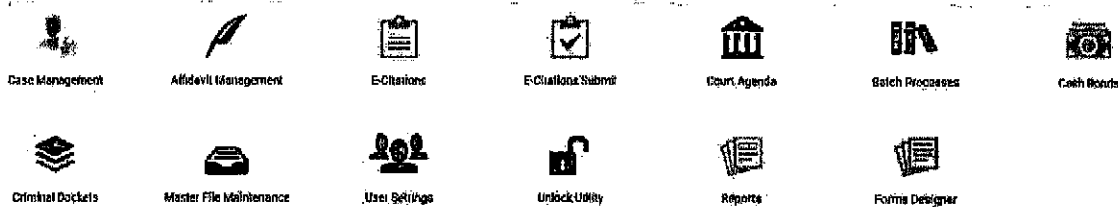
Annette Walker  
601-573-6130  
awalker@datasysmgt.com



## PRODUCT ANNOUNCEMENT

### ProntoCOURT Basic Training

Data Systems Management has spent the last year upgrading our legacy Justice and Municipal Court Systems to a new Graphical Web based solution which we have rebranded as ProntoCOURT.



We have appreciated everyone's patience and input as we have labored to produce a new product that we feel represents one of the best in the industry. Many new functions have been added including barcode scanning, automatic case indexing, judges' portal, and witness management.

Utilization of advanced features requires effective training; consequently, we have added a new classroom course that will provide an offsite environment free from interruptions, the chance to share information with industry peers, and the ability to directly interact with Data System Management's programmers and support personnel.

We hope you will be able to utilize our new classroom training. Classes will be held at our Clinton, MS Corporate office from 10:00 AM till 2:00 PM. Lunch will be served.

Our current plan is to offer two classes in late December with more dates available in 2020. Please call our main office at 601-925-6270, eMail, or FAX your request via our course outline document and feel free to call us re any questions or for additional information. Availability is 16 seats per class.

Al Theriot  
304-909-9387  
al@altheriot.com

1505 Clinton Business Park Drive  
Clinton, MS 39056  
601-925-6270 www.dsmgov.com

Annette Walker  
601-573-6130  
awalker@datasysmgt.com



EXPRESS CODE

336537

- Online pryor.com
- Call 1-800-556-2998

- Fax to 913-967-8849
- Mail your registration

**1**  **YES!** I'm ready for an intensive one-day seminar on today's most challenging payroll issues — for only \$149. Enroll me today! Group discounts available; see page 6 for details.

**2** **IMPORTANT!** Please fill in VIP number as it appears on the address label.  
 VIP \_\_\_\_\_ (\_\_\_\_\_) IF AVAILABLE

**3** **ORGANIZATION INFORMATION**

Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ St: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Tele: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Approving Mgr's Name  Mr.  Ms. \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  Business  Home

**4** **QUICK CONFIRMATION**

Please email or fax my confirmation to me within 48 hours.  
 My email address or fax is: \_\_\_\_\_

**5** **NAMES OF ATTENDEES** (Please list additional names on a separate sheet.)

#1 Attendee's Name  
 M.O. M.S.O.  
 Job Title \_\_\_\_\_ City Event # \_\_\_\_\_  
 # 2 3  
 Email (required): \_\_\_\_\_  Business  Home

#2 Attendee's Name  
 M.O. M.S.O.  
 Job Title \_\_\_\_\_ City Event # \_\_\_\_\_  
 # 2 3  
 Email (required): \_\_\_\_\_  Business  Home

**6** **METHOD OF PAYMENT** (Payment is due before the program.) Please make checks payable to Fred Pryor Seminars and return form to: P.O. Box 219466, Kansas City, MO 64121-9466. Our federal ID# is 43-1830400 (FEIN). Please add applicable state and local tax to your payment for programs held in Hawaii (4.166%; plus applicable county surcharge), South Dakota (6.5%) and West Virginia (6%; plus applicable local tax).

Total amount due: \$ \_\_\_\_\_

Check # \_\_\_\_\_ (payable to Fred Pryor Seminars) is enclosed.  
 Bill my organization. Attn: \_\_\_\_\_  
 Purchase order # \_\_\_\_\_ is enclosed. (Attach purchase order to completed registration form.)  
 Charge to:  AmEx  Discover  MC  Visa  Exp. Mo. \_\_\_\_\_ Yr. \_\_\_\_\_  
 EXPIRATION DATE

CARD NUMBER \_\_\_\_\_  
 Card Holder's Name \_\_\_\_\_  
 Tax-Exempt # \_\_\_\_\_  
 Please attach a copy of your Tax-Exempt Certificate for payment processing.

Note: If you've already registered by phone, by fax or online, please do not return this form.

**ALASKA**

**Anchorage – February 28**  
 City Event #232038  
 Coast International Inn  
 3450 Aviation Ave

**ARIZONA**

**Lake Havasu City – February 3**  
 City Event #231906  
 Quality Inn & Suites  
 271 Lake Havasu Ave

**CALIFORNIA**

**Anaheim – February 5**  
 City Event #231911  
 Clarion Hotel Resort  
 616 Convention Way

**Burbank – February 7**  
 City Event #231913  
 Holiday Inn Media Center  
 150 E Angeleno Ave

**Carlsbad – February 20**  
 City Event #231915  
 Courtyard Palomar Airport  
 5835 Owens Ave

**Los Angeles – February 4**  
 City Event #231910  
 La Quinta Inn & Suites – LAX  
 5249 W Century Blvd

**Ontario – February 6**  
 City Event #231912  
 Ontario Gateway Hotel  
 2200 E Holt Blvd

**Riverside – February 21**  
 City Event #231916  
 Quality Inn Near UCR  
 and Downtown  
 1590 University Ave

**San Diego – February 19**  
 City Event #231914  
 Courtyard by Marriott Downtown  
 530 Broadway St

**Valencia – February 3**  
 City Event #231909  
 Hilton Garden Inn  
 27710 The Old Road

**HAWAII**

**Lahaina – February 6**  
 City Event #231908  
 Best Western Pioneer Inn  
 658 Wharf St

**LOUISIANA**

**New Orleans – February 13**  
 City Event #231748  
 Holiday Inn  
 Downtown Superdome  
 330 Loyola Ave

**MISSISSIPPI**

**Hattiesburg – February 12**  
 City Event #231747  
 Hilton Garden Inn  
 133 Plaza Dr

**Jackson – February 11**  
 City Event #231746  
 Old Capitol Inn  
 226 N State St

**Tupelo – February 10**  
 City Event #231745  
 Hilton Garden Inn  
 363 E Main St

**NEVADA**

**Las Vegas – February 4**  
 City Event #231907  
 La Quinta Inn & Suites Airport South  
 6560 Surrey St

**OREGON**

**Portland – February 24**  
 City Event #232034  
 Courtyard Convention Center  
 435 NE Wasco St

**TEXAS**

**Austin – February 26**  
 City Event #231769  
 Country Inn & Suites North  
 14620 N Interstate Hwy 35

**Houston – February 28**  
 City Event #231771  
 Four Points by Sheraton Airport  
 1450 N Sam Houston Pkwy E

**McAllen – February 24**  
 City Event #231767  
 Wingate by Wyndham  
 1500 Wichita Ave

**San Antonio – February 25**  
 City Event #231768  
 Holiday Inn Downtown  
 318 W Cesar E Chavez Blvd

**Waco – February 27**  
 City Event #231770  
 Hampton Inn & Suites – South  
 2501 Marketplace Dr

**WASHINGTON**

**Everett – February 26**  
 City Event #232036  
 Best Western Cascadia Inn  
 2800 Pacific Ave

**Seattle – February 27**  
 City Event #232037  
 Hotel Nexus  
 2140 N Northgate Way

**Tacoma – February 25**  
 City Event #232035  
 La Quinta Inn & Suites  
 1425 E 27th St

[

# EXHIBIT R

**NOTICE TO BIDDERS  
IN RE: HAY LEASE**

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 21st day of November, 2019 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for bids for a Hay Lease for a period beginning January 1, 2020 and ending December 31, 2020. It appears to this Board that sealed bids will be accepted on or before 9:00 A.M. on Friday, December 20, 2019 for the annual lease of lands for hay and the said lands being approximately 17.14 acres of certain real properties belonging to and located in Clay County Mississippi and situated as follows:

17.14 acres of lands located in the North West Quarter of the South East Quarter of Section 7, Township 19, Range 6 located on Hwy 45 South.

WHEREAS the land will be leased on an "As Is" condition with the Clay County named as an additional insured on the lessee's general liability insurance policy.

The Board reserves the right to accept or reject any and all bids received and to waive any and all formalities with the acceptance and rejection of the bids.

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. on December 20, 2019. Mailed bids should be clearly marked "Annual Bids-Do Not Open until 12/20/2019".

After motion by Shelton Deanes and seconded by Luke Lummus this Board doth vote unanimously in favor of the motion

SO ORDERED this the 21st day of November, 2019.

R. B. Davis, President  
Board of Supervisors

**ATTEST:**

Amy G. Berry, Chancery Clerk  
Clerk of the Board

**Publish:**  
December 6, 2019  
December 13, 2019

**NOTICE TO BIDDERS**  
**RE: SERVICE CONTRACT FOR PROPANE/BUTANE**

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 21st day of November, 2019 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for sealed for a one year service contract to run from January 1, 2020 through December 31, 2020 to inspect and refuel the butane tanks located at the following County Buildings or Repeater Towers as follows:

1. To Furnish Butane to all Five District Sheds
2. To Furnish Butane to all Voting Precincts
3. To Furnish Butane to all Volunteer Fire Departments – ONLY BY REQUEST FROM THE VOLUNTEER FIRE DEPARTMENTS
4. To Furnish Butane to the two repeater towers as located on Enon Road and Pinkerton Road

WHEREAS all tanks are owned by Clay County.

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. on December 20, 2019. Mailed bids should be clearly marked "Annual Bids-Do Not Open until 12/20/2019".

The Board of Supervisors reserve the right to accept or reject all bids received and to waive any and all formalities with the acceptance and rejection of the bids.

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

SO ORDERED this the 21st day of November, 2019.

R. B. Davis, President  
Board of Supervisors

**ATTEST:**

Amy G. Berry, Chancery Clerk  
Clerk of the Board

**Publication Dates:**

12/06/2019  
12/13/2019

# **EXHIBIT S**



**NOTICE TO BIDDERS**  
**IN RE: CLAY COUNTY SUPPLY AND MATERIAL BIDS**  
**FOR YEAR 2020**

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 21st day of November, 2019 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for bids for supplies, materials, equipment, etc. for and on behalf of Clay County, MS for the quarterly term period beginning January 1, 2020 and ending March 31, 2020. It appears to the Board that bids will be accepted Friday, December 20, 2019 on or before 9:00 A. M. in the Chancery Clerk's office located in the Clay County Courthouse at 365 Court Street, West Point, MS 39773 to be opened, tabulated by the Purchase Clerk, and presented to the Board of Supervisors.

IT IS THEREFORE ORDERED that Amy G. Berry, Clerk of the Board of Supervisors, be and is hereby directed to give notice by publication that the Board will receive sealed bids for supplies, materials, and equipment for the quarterly term period beginning January 1, 2020 and ending March 31, 2020, with the following:

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

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. Friday, December 20, 2019. Mailed bids should be clearly marked "Quarterly Bids – Do Not Open Until 12/20/2019".

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

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

SO ORDERED this the 21st day of November, 2019.

R. B. Davis, President  
Board of Supervisor

**ATTEST:**

Amy G. Berry, Chancery Clerk  
Clerk of the Board

**Publication:**

12/06/2019

12/13/2019

# EXHIBIT T



MISSISSIPPI REGIONAL  
HOUSING AUTHORITY IV

www.mrh4.com

September 26, 2019

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

Dear Sir:

Mr. George Glusenkamp has served Clay County as commissioner of the Mississippi Regional Housing Authority IV for fifty years effective November 19, 2019. His five year term will expire on that date. Mr. Glusenkamp has been very active on the Board of Commissioners and has done an outstanding job representing Clay County. Through his stewardship the Housing Authority has grown and progressed in a manner that will improve the quality of life for citizens in Clay County.

After fifty years of service to Clay County and Mississippi Regional Housing Authority IV Mr. Glusenkamp is ready retire. We would very much recommend appointing Mr. Todd Glusenkamp, George's son to the Board of Commissioners. If his dedication and service is anything like his father's, The Housing Authority and Clay County will be represented well.

Should you choose to appoint Mr. Todd Glusenkamp, I am enclosing a sample appointment resolution with the current terms of office for your convenience. If you decide to appoint someone other than Mr. Glusenkamp please make the appointment on or before the above mentioned date.

Please let me know if you have any questions or if I can be of any assistance.

Sincerely,

THE MISSISSIPPI REGIONAL  
HOUSING AUTHORITY IV

Brian Power  
Executive Director

P.O. BOX 1051 COLUMBUS, MS 39703-1051 / (662) 327-4121 / FAX (662) 327-4344  
HEARING AND SPEECH IMPAIRED (662) 327-8114

**RESOLUTION APPOINTING TODD GLUSENKAMP TO SERVE A FIVE-YEAR TERM AS COMMISSIONER OF THE MISSISSIPPI REGIONAL HOUSING AUTHORITY NO. IV**

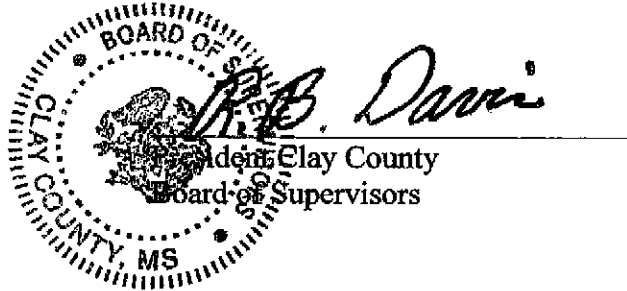
WHEREAS, the Board of Supervisors of Clay County, Mississippi has joined in and created the Mississippi Regional Housing Authority No. IV, consisting of the counties of Lowndes, Oktibbeha, Clay, Winston, Webster, Choctaw, Grenada, Montgomery, and Carroll, Mississippi; and

WHEREAS, Todd Glusenka~~m~~'s term of office will begin on November 19, 2019; and

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi assembled on this the 22<sup>nd</sup> day of November, 2019, as follows:

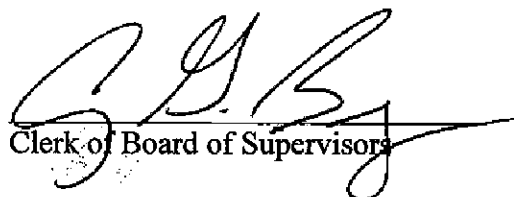
That Todd Glusenka~~m~~ is hereby appointed to serve a five-year term on the Board of Commissioners of the Mississippi Regional Housing Authority No. IV and/or until his successor succeeds him in office and that the term of this appointment shall begin on November 20, 2019 and shall expire on November 19, 2024.

DONE BY ORDER OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI on this the 22<sup>nd</sup> day of November, 2014.



**CLERK'S CERTIFICATE**

I, Amy G. Berry, Clerk for the Board of Supervisors of Clay County, Mississippi do hereby certify that the foregoing resolution is a true and correct copy of a resolution which was approved by the Board of Supervisors of Clay County, Mississippi in a meeting held on Nov. 22<sup>nd</sup>, 2019 and that a copy of the resolution appears in the recorded minutes of that meeting.

  
Clerk of Board of Supervisors