

BE IT REMEMBERED that the Board of Supervisors of Clay County Mississippi met at the Courthouse in West Point Mississippi on the 3rd day of May 2010 at 9 00 o'clock a m and present were Floyd McKee President of the Board R B Davis Vice President Shelton Deanes Luke Lummus and Lynn Horton Also present at said meeting were Harmon A Robinson Clerk of the Board and Laddie Huffman Sheriff when and where the following proceedings were had and determined to wit

NO _____

ON THE MEETING OF RECEIVING BIDS FOR A FARM IMPLEMENT TRACTOR FOR DISTRICT 5

There came on this day for consideration the matter of receiving bids for a farm implement tractor for District 5

It appears that bids were received from the following bidders to wit

- | | | |
|---|---|----------------------------|
| 1 | Scruggs Farm Lawn & Garden LLC
John Deere 5093 | \$33 353 63 |
| 2 | Chickasaw Equipment
Kubota M8540HDC12
Kubota M9540DTC | \$34 900 00
\$34 500 00 |
| 3 | Martin Truck & Tractor Company
Kubota M9540HDC12 | \$37 990 00 |
| 4 | Martin Truck & Tractor Company
Case Farmall 95 | \$32 430 00 |

After motion by Mr McKee and second by Mr Davis this Board doth vote unanimously to take all bids under advisement until the Thursday May 6 2010 meeting

SO ORDERED this the 3rd day of May 2010

Floyd T. McKee
PRESIDENT

The State of Mississippi }
CLAY COUNTY

AFFIDAVIT OF PUBLICATION

Before me in and for said county this day personally came the undersigned representative of the Daily Times Leader a newspaper published in the City of West Point of said county and state who being duly sworn deposes and says that the publication of a certain notice a true copy of which, is hereto affixed has been made for _____ weeks consecutively to wit

Dated 4-11 2010
Dated 4-18 2010
Dated _____ 20____
Dated _____ 20____
Dated _____ 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed and that the publication thereof has been correctly made

WITNESS MY HAND AND SEAL OF OFFICE this the 3 day of May A D 2010

By R. J. D. H.
Notary Public

DAILY TIMES LEADER

By Natasha Watson
() Publisher Clerk
() Editor () Printer

Publication Fee \$ 20 24
Proof(s) Of Publication \$ 3 00
Total Charges \$ 23 24

SEAL
Circuit Clerk & Ex Officio Notary Public

The Clay County Mississippi Board of Supervisors will receive sealed bids at 10 a.m. on May 6, 2010 at the Clay County Courthouse for the sale to B of one new farm implement tractor for use by District 5. Complete specifications may be obtained from the Clay County Chancery Clerk or Purchase Clerk. The Board reserves the right to reject any and all bids and to receive formal bids. This the 3rd day of April, 2010.
Harmon A. Robinson, Clerk of the Board
Published April 14, 2010
April 18, 2010



JOHN DEERE

SCRUGGS FARM, LAWN & GARDEN, LLC
3575 Tom Watson Drive
Saltillo MS 38866
662 620 6165
Fax 662 620 6184

Clay County Board of Supervisors
Bid For 1 OK Model # 5093 John Deere
CAB TRACTOR # 33,353,65

MEETS ALL ADVERTISED SPEC.

DELIVERY WITHIN 30 DAYS OF RECEIPT OF P.O.

BID IS VALID UNTIL MAY 28, 2010.

Thank You

L. E. Egan 04/29/2010
662-346-3716

1761



CHICKASAW EQUIPMENT COMPANY

www.chickasawequipment.com

132 CR 31
HOUSTON MS 38851
Phone 662-456-3391
Fax 662-456-3398

1246 DL COLLUMS DR
TUPELO, MS 38801
Phone 662-842-2232
Fax 662-842-2283



10
Board of Supervisors
MS 39773
Ware

or your interest in purchasing a new tractor I submit the
prices for your consideration

18540HDC12 tractor \$34,900

d - Immediate Delivery

19540DTC Tractor \$34,500

includes freight, set-up, and delivery If you have any questions,
please call

Sincerely,

Daniel Alford



Quotation

Martin Truck & Tractor Company, Inc
 5666 Highway 182 East
 Columbus, MS 39702
 866-239-8326

Prepared By Jay Branning
 662-313-9454
 Date 5/3/2010
 Valid Until 5/31/2010

Prepared For Clay County Bid

Equipment

Qty	Manufacturer	Description	Price	Ext Price
1	CASE IH	Farmall 95 4wd Cab Tractor 80PTO Hp 12x12 Shuttle Transmission 2 Remote Valves 12 4R24 R1W Front Tires 18 4R30 R1W Rear Tires 540PTO Right and Left cab doors This tractor is in stock and available for immediate delivery	\$32 430 00	\$32,430 00

Total Equipment \$32,430 00

Quotation Summary

This price includes delivery to your location
 All equipment will be set up and pre-delivered to manufacturers specifications
 We have parts professionals and factory trained technicians on hand to meet your needs
 We appreciate the opportunity to quote this equipment to you. If you have any questions please feel free to give me a call

Sales Price	\$32,430 00
Sales Tax	
Sales Price + Tax	\$32,430 00
Net Trade Allowance	\$0 00
Cash Price Less Trade	\$32,430 00

Thanks,

Jay Branning



Quotation

Martin Truck & Tractor Company, Inc
 5666 Highway 182 East
 Columbus, MS 39702
 866-239-8326

Prepared By Jay Branning
 662-313-9454
 Date 5/3/2010
 Valid Until 5/31/2010

Prepared For Clay County Bid

Equipment

Qty	Manufacturer	Description	Price	Ext Price
1	Kubota	M9540HDC12 4WD Cab Tractor 84PTO Hp 12x12 Hydraulic Shuttle Transmission 12 4R24 R1W Front Tires 18 4R30 R1W Rear Tires 540PTO Right and Left cab doors	\$37,990 00	\$37,990 00
Total Equipment				\$37,990 00

Quotation Summary

This price includes delivery to your location
 All equipment will be set up and pre-delivered to manufacturers specifications
 We have parts professionals and factory trained technicians on hand to meet your needs
 We appreciate the opportunity to quote this equipment to you If you have any questions please feel free to give me a call

Sales Price	\$37,990 00
Sales Tax	
Sales Price + Tax	\$37,990 00
Net Trade Allowance	\$0 00
Cash Price Less Trade	\$37,990 00

Thanks,


 Jay Branning

IN THE MATTER OF BORROWING \$105 000 00 PURSUANT TO SECTION 17-21-51 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED

WHEREAS the Clay County Board of Supervisors wishes to purchase a fire engine and equipment and

WHEREAS the Clay County Board of Supervisors deems it in the best interest and necessary for Clay County to purchase said fire engine and equipment and

WHEREAS the purchase price of said fire engine and equipment was \$169,891 00 of which \$70 000 00 was paid by a grant and

WHEREAS the Clay County Board of Supervisors wishes to borrow the \$105,000 00 under the provisions of Section 17-21-51 of the Mississippi Code of 1972 Annotated and deems it necessary to borrow the said \$105 000 00 or the balance of the purchase price plus expenses

THEREFORE BE IT RESOLVED that the Clay County Board of Supervisors borrow \$105 000 00 to pay the balance of the purchase price of said fire engine and equipment and expenses That the Board of Supervisors advertise for bids for five (5) negotiable notes to be issued in denominations of \$21 000 00 each with the first note maturing on May 31 2011, the second note maturing on May 31 2012 the third note maturing on May 31 2013 the fourth note maturing on May 31 2014 and the fifth and final note maturing on May 31, 2015 and that the offering of said negotiable notes be made and advertised according to the procedures as outlined in Section 17-21-53 of the Mississippi Code of 1972 Annotated Said advertisement to be substantially in the form of the Notice of Negotiable Note Sale which is attached hereto as Exhibit #1 and incorporated herein by reference


The indebtedness created by this resolution and subsequent sale of negotiable notes shall be evidenced by negotiable notes which shall be in substantially the form of the Negotiable Note of Clay County Mississippi which is attached hereto as Exhibit #2 and incorporated herein by reference


IT IS FURTHER RESOLVED that the findings of fact recited in the Preamble of this Resolution are found declared and adjudicated to be true and correct

The above and foregoing Resolution was offered upon the motion of Supervisor Deanes and seconded by Supervisor Davis After being called to a vote, the Resolution passed unanimously with each Supervisor s vote being recorded as follows, to-wit

Supervisor Lynn Horton	Yea
Supervisor Luke Lummus	Yea
Supervisor R B Davis	Yea
Supervisor Shelton Deanes	Yea
Supervisor Floyd McKee	Yea

SO ORDERED this the 3rd day of May, 2010


PRESIDENT

Attest

Harmon A. Robinson Clerk of the Board of Supervisors of Clay County Mississippi

**NOTICE OF NEGOTIABLE NOTE SALE
\$105,000 00 GENERAL OBLIGATION NOTES
OF CLAY COUNTY, MISSISSIPPI**

Sealed proposals will be received by the Board of Supervisors of Clay County, Mississippi, at the Office of the Clerk of said Board in the Clay County Courthouse, in West Point, Mississippi, until the hour of 9 30 a m on May 27, 2010, at which time and in the Board of Supervisors room at said place, all bids will be publicly opened for the purchase, at not less than par and accrued interest, of the above notes of said County

Said notes are to bear the date of May 27, 2010, are to be in denominations of Twenty One Thousand and No/100ths (\$21,0000 00) Dollars each, and shall bear interest at a rate or rates to be determined pursuant to sale of said negotiable notes, said notes to be payable \$21,000 00 on May 31 of each year, beginning May 21, 2011 Both principal and interest on said notes will be payable at a place designated by the purchaser subject to approval by the Board of Supervisors There will be five separate notes of \$21,000 00 each with the first maturing on May 31, 2011, the second note maturing on May 31, 2012, the third note maturing on May 31, 2013, the fourth note maturing on May 31, 2014, and the fifth note maturing on May 31, 2015

Bidders for said notes are requested to designate in their bids the price they will pay for notes bearing interest at a rate or rates to be designated in their bids No note shall bear more than one (1) rate of interest, each note shall bear interest from its date to its stated maturity date at the interest rate specified in the bid, all notes of the same maturity shall bear the same rate of interest from date to maturity

Proposals should be addressed to the Board of Supervisors of Clay County, should be plainly marked Proposal for \$105,000 00 General Obligation Notes, and should be filed with the Clerk of said Board on or prior to the date and hour hereinabove named Each bid must be accompanied by a cashier's check, certified check, or exchange, payable to Clay County, Mississippi, in the amount of One Thousand Dollars (\$1,000 00) as a guaranty that the bidder will carry out his contract and purchase the Notes pursuant to his bid and contract The amount of


such good faith check shall be retained by the Board of Supervisors and shall be paid into the treasury of Clay County

The Board of Supervisors reserves the right to reject any or all bids

The obligation of the purchaser to purchase and pay for the Note is conditioned on the delivery, at the time of settlement of the Note, of the following (1) the approving legal opinion of Lee S Coleman, Note Counsel, to the effect that the Note constitutes a valid and legally binding obligation of the County payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County and to the effect that the interest on the Note is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986 and (2) the delivery of certificates in form and tenor satisfactory to Note Counsel evidencing the proper execution and delivery of the Note and receipt of payment therefor, including a statement of the County, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Note A copy of said approving legal opinion will appear on or accompany the Note

Delivery of the Notes will be made to the purchaser within sixty (60) days after the date of sale, at a place to be designated by the purchaser and without cost to the purchaser

By order of the Board of Supervisors of Clay County, Mississippi, this, the ^{3rd} day of May, 2010


Clerk, Board of Supervisors
Clay County, Mississippi

Publish

May 9, 2010

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CLAY COUNTY

**NEGOTIABLE NOTE
SERIES 2010
(FIRE ENGINE AND EQUIPMENT)**

NO R-1 \$21,000 00

Rate of Interest Maturity Date of Original Issue
_____ May 31, 20__ May 31, 2010

Registered Owner

Principal Amount **TWENTY-ONE THOUSAND AND NO/100THS (\$21,000 00) DOLLARS**

Clay County, Mississippi (the "County") a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received promises to pay in lawful money of the United States of America to the Registered Owner identified above the sum of

SIXTEEN THOUSAND AND NO/100THS DOLLARS

with interest thereon from the date hereof at the rate of _____% per annum Interest on the unpaid balance of the Note shall be payable annually on the anniversary date of the date of issuance (each an "Interest Payment Date") until the principal thereof shall have been paid

Payments of principal and interest shall be payable by the Chancery Clerk of Clay County Mississippi for Clay County Mississippi as paying agent (the "Paying Agent") for the \$105 000 00 Negotiable Note Series 2010 of Clay County Mississippi dated the date hereof (the "Note")

Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Chancery Clerk of Clay County Mississippi, or its successor, as transfer agent for the Note (the "Transfer Agent") as of the 15th day preceding the maturity date hereof

The County further promises to pay interest on such principal amount from the date of this Note or from the most recent Interest Payment Date to which interest has been paid

at the rate of interest per annum set forth above on the anniversary date of the date of issuance until said principal sum is paid to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the 15th day preceding the applicable Interest Payment Date

Payments of principal of and interest on this Note shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent such notice to be received by the Transfer Agent not later than the 15th day preceding the applicable principal or Interest Payment Date

This Note is one of a series of five (5) notes of like date tenor and effect, except as to maturity numbered from one (1) to five (5), inclusive aggregating the sum of One Hundred and Five Thousand and No/100ths (\$105 000 00) Dollars authorized and issued to raise money for the purpose purchasing a fire engine and equipment as provided for by §19-9-1 of the *Mississippi Code of 1972*

This Note is issued under the authority of the Constitution and statutes of the State of Mississippi including Section 17-21-51 et seq *Mississippi Code of 1972* as amended, and by the further authority of proceedings duly had by the Board of Supervisors of the County including a Resolution adopted May 6 2010 (the 'Note Resolution')

The Note is subject to redemption prior to its stated date of maturity at any time at par plus accrued interest to the date of redemption

The Note is registered as to both principal and interest. The Note is to be issued or reissued in the denomination of \$21 000 00

This Note may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent but only in the manner subject to the limitations in the Note Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note or Notes of like aggregate principal amount in authorized denominations of the same maturity will be issued

The County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Paying Agent shall be affected by any notice to the contrary

The Note is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time rate or amount upon all the taxable property within Clay County Mississippi adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same falls due

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

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

IN WITNESS WHEREOF the County has caused this Note to be executed in its name by the manual signature of the President of the County, countersigned by the manual signature of the Clerk of the Board of Supervisors of the County under the seal of the County which said signatures and seal said officials adopt as and for their own proper signatures and seal, as of the _____ day of _____, 2010

CLAY COUNTY MISSISSIPPI

By _____
PRESIDENT

Countersigned

Chancery Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is the Note described in the within mentioned Note Resolution and is the Negotiable Note Series 2010, (Fire Engine and Equipment) of Clay County Mississippi

_____ as Transfer Agent

By _____ Authorized Officer

Date of Registration and Authentication _____

REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF CLAY

I the undersigned Chancery Clerk of Clay County Mississippi do hereby certify that the within Note has been duly registered by me as an obligation of said County pursuant to law in a record kept in my office for that purpose

Chancery Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells assigns and transfers unto

_____ (Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____

_____ Mississippi as Transfer Agent to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises

Signatures guaranteed

(Bank Trust Company or Transfer Agent)

(Authorized Officer)

Date of Assignment _____

Insert Social Security Number or Other Tax Identification Number of Assignee _____

NOTICE The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular without any alteration whatever

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR THOMAS HAMPTON
JUSTICE COURT JUDGE

There came on this day for consideration the matter of authorizing travel for
Thomas Hampton Justice Court Judge

It appears that Judge Hampton must attend the Justice Court Judges Association's
summer convention in Bay St Louis MS July 18-22 2010

After motion by Mr Horton and second by Mr Lummus this Board doth vote
unanimously to authorize travel for Judge Hampton to attend the Justice Court Judges
seminar conference

SO ORDERED this the 3rd day of May 2010



PRESIDENT

**Clay County
FY10 CDBG Public Hearing
Clay County Courthouse
May 3, 2010
9 00 a m**

The FY10 Community Development Block Grant (CDBG) Public Hearing was conducted at the Clay County Courthouse on May 3 2010 at 9 00 a m The purpose of the meeting was to announce the intent of Clay County to apply for a FY10 Community Development Block Grant

Phylis Benson, Project Analyst of Golden Triangle Planning and Development District reported that the State of Mississippi has received approximately \$30 million for the FY10 Program which has been allocated as follows

Public Facilities-\$11 693 018 Economic Development-\$17,539 000, State Administration-\$1 007,000

Ms Benson stated that all CDBG activities must address at least one of three (3) National Objectives

- Benefit Low-to-Moderate Income Persons,
- Aid in the prevention or elimination of slums or blight
- Meet other community development needs having a particular urgency because existing conditions pose a threat to the health or welfare of the community and where other financial resources are not available to meet such needs

Ms Benson then reviewed the various deadlines for CDBG project submittal

The County's previously received CDBG s that have been successfully completed and closed-out were reviewed Ms Benson then explained the activities for which CDBG funds could be used and the rating system utilized for project award She also informed those present that written comments regarding the use of grant funds would be accepted until May10, 2010 It was also stated that technical assistance could be made available to persons of low-and-moderate income in the development of program input and that this project displacement of individuals .

Pine Bluff Area The floor was then opened for discussion and questions Mr Jesse Ivy stated that the residents of the Pheba/Cedar Bluff area is in desperate need of a sanitary sewer collection and disposal system Ms Benson further explained that the Golden Triangle Water Association's system is in a severe state of disrepair and poses a great threat to the safety of the citizens of the area

There being no further discussions, the meeting was adjourned



Floyd McKee, President

May 3, 2010

Date

Clay County, Mississippi
CDBG Initial Public Hearing
Clay County Water Improvements
Clay County Courthouse
 May 3, 2010
 9 00 a m

Name	Address	Telephone
Lynn Horton	1002 Britt Rd, West Point, MS 39773	662-295-2323
Lee S Coleman	P O Box 226 W P, Ms 39773	662-494-4893
Floyd T. Mcken	22906 HWY 50-west Pheba ms 39755	664-494-6973
Karna L. Robin	P O Box 815, West Point ms	662-454-3124
R B Davis	734 Hendon Rd	662-295-1874
Shelton L. Dean	11555 Weber Rd W P ms	662-295-6110
Lupe Summers	720 Summers Rd W P Ms	662-494-7035

Clay County, Mississippi
CDBG Initial Public Hearing
Clay County Water Improvements
Clay County Courthouse
 May 3, 2010
 9 00 a m

Name	Address	Telephone
BRIAN JONES	CUMBS PACKET	662-329-1741
Bill Blackberry	6790 Mayhem Rd W.P.	662-494-3798
Zyanna Blackberry	6790 Mayhem Rd WP	662-494-3798
Charley Whalley	323 Inlow Valley Rd	662-494-2018
Danda Hill-Beckun	1999 Dand Hill Rd	(662) 524-0123
Jesse J. Joy	PO Box 98 Pheta	662/295- ⁴⁹⁴⁻⁵⁵³² 5543
Lee S. Cleman	PO Box 226, W.P. MS 39773	662/494-1893
Jim Holt	1002 Brit + Ed. West Antms 39703	
Luke Summers	720 Summers Rd W.P. MS 39773	66

NO _____

IN THE MATTER OF ACCEPTING A NEW FIRE TRUCK FOR UNIT 300
MONTPELIER VOLUNTEER FIRE DEPARTMENT

There came on this day for consideration the matter of accepting a new fire truck for Unit 300 Montpelier Volunteer Fire Department

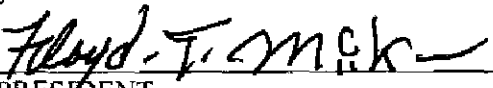
It appears that Sunbelt Fire Company has delivered 2010 Freightliner pumper fire truck and

It appears that said truck has passed the Mississippi State Rating Bureau's test and

It appears that delivery being complete this Board should proceed to pay for said truck in the amount of \$169,841.00

After motion by Mr. Davis and second by Mr. Deanes this Board doth vote unanimously to accept said fire truck and pay Sunbelt Fire \$169,841.00 and to have the Clerk of the Board to forward to the State Fire Coordinator the necessary paperwork to receive the state's \$70,000.00 match for said purchase

SO ORDERED this the 3rd day of May 2010


PRESIDENT

IN THE MATTER OF DESTROYING OLD SURRENDERED CAR TAGS THAT HAVE
BEEN CERTIFIED TO THE BOARD BY THE TAX COLLECTOR

There came on this day for consideration the matter of destroying old surrendered car tags that have been certified to the Board by the Tax Collector

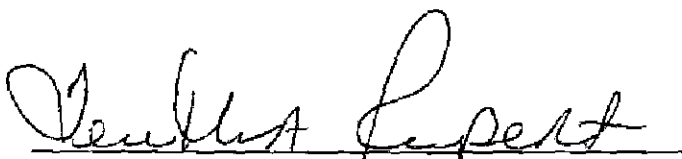
It appears to this Board that Becky Dendy, Clay County Tax Collector has certified to the Board of Supervisors that the attached list marked exhibit A is a list of the car tags surrendered for the time period stated there in

SO ORDERED, this the 3rd day of May, 2010
Floyd McF...
PRESIDENT

**TERETHA RUPERT, TAX ASSESSOR COLLECTOR
CLAY COUNTY, MISSISSIPPI**

Teretha Rupert, Tax Assessor/Collector of Clay County do hereby certify that the vehicle tags as listed on the attached were surrendered to our office. These tags listed will be destroyed and the original list has been presented to the Clay County Chancery Clerk

The tags listed here were surrendered to our office between the period of
March 14 2010 and April 13, 2010


Teretha Rupert, Tax Assessor/Collector

April 19, 2010
Date

*P O Box 795, 205 Court Street, West Point, MS 39773
Phone (662) 494-2724 Fax (662) 494-7452*

TAGS SURRENDERED FOR CREDIT OR NO LONGER BEING USED ON VEHICLE ISSUED FOR
 AFTER LIST IS PRESENTED TO THE BOARD OF SUPERVISORS THESE TAGS MAY BE DESTROYED

3/14	CYH 520	MAI 5	SS 30m	CYE 244
	CYI 136	CYE 608	CY5 582	CYN 514
	CYB 397	3/24 CYE 230	CY5 019	CYE 830
	CYK 525	CYB 104	CYA 734	CYK 548
	CYL 771	MS 4617	CYA 532	CY 2702
	CY 2329	CYI 5481	BETA 113	CY 524
3/15	Cym 403	3/25 REAR 11645B	CYA 734	VER/LU 88V
	CYA 299	DB 657	CYC 641	CYT 015
	CY5 454	CYM 575	ANAL 262P	KTY 934
	CYJ 578	3/26 CY5 686	CUB 624	CY 741
	CY5 518	CYB 895	CYK 412	DB/CZ 747
	CYN 713	CY 2431	WE 2370	CYK 587
	CYD 974	7101A 4513	FSB 114	418 CY 5050
	CYC 340	DBC 2746	CYL 890	27 1421FA
3/16	874 Cym	CYL 919	CYL 830	CY5-773
	UM 021213	CYL 489	WTM	CYB-485
3/18	SM 57553	PTLR 9969P	78 V 3 8	CYK 010
	UR/MZ B 24	3/19 CYN 616	D YATES	RTA 823
	CYA 286	REAR 11645B	415 CYZ 532	PTLR 9992P
	CY5 472	NW 473NW	CY5 109	4/9 CYA 424
	CYM 894	DB 2799	CYL 323	CYE 168
	CYL 081	3/30 CYN 98	DBI 9036	CYK 060
3/19	CYD 291	CYK 500	CY 2655	4/12 DBI 8936
	CYM 492	CYI 321	CY 4132	CY 3806
	CY 1029	CYB 858	4FA 301L	4/13 CYK 891
3/22	CYE 123	NE/5961 24	416 CYL 496	CY 2729
	CY5 605	CY 2 088	MR 110640	PRR 546
	KTC 358	CYB 077	CYL 343	CYN 7308
	CYI 974	CYH 533	MS 649	CYN 314
	CYI 880	CUP 350	NSU 02M67	KIO/KALL 5E
	CYM 490	CYN 398	ETH 633	CY 882
3/23	CYJ 949	CYL 347	417 CYF 470	CYI 338
	CY 254	2AD 347	CYD 598	BLO 3AK 732
	CY5 851	LT 5 340	CYC 455	CYB 629
	CYD 388	3/30 CY 4996	CYB 607	TF 952
	JSU 17845	CYI 110	CY 4918	CYL 531
	NCIS/78914 24	RF 0111/MS 80B	CY5 609	CYD 718
	CYM 380	DB J 9156	CYE 182	CYE 243
	FL 12474	LU 3 481		

NO _____

IN THE MATTER OF THE SALE OF \$80,000 00 OF GENERAL
OBLIGATION NEGOTIABLE NOTES OF CLAY COUNTY MISSISSIPPI

There came on this day for consideration the matter of the sale of \$80,000 00 of Negotiable Notes pursuant to a resolution adopted by this Board on the 8th day of April 2010, and by the authority of §17-21-51 et seq of the Mississippi Code of 1972

WHEREUPON the Clerk of said Board of Supervisors reported that pursuant to the aforementioned resolution of the 8th day of April 2010 he caused to be published in the Daily Times Leader, West Point, Mississippi a newspaper published and having general circulation in Clay County Mississippi a notice that sealed proposals for the purchase of the aforesaid negotiable notes would be received by the Board of Supervisors of Clay County Mississippi until the hour of 9 30 o'clock a m on the 3rd day of May, 2010, at its office in the Courthouse of Clay County in West Point Mississippi and that said notice was published in the above-mentioned newspaper on the 13th day of April 2010 and the Clerk of said Board presented to the Board proof of publication of said notice of the aforementioned newspaper

The Clerk of said Board after the hour of 9 30 o'clock a m on the 3rd day of May 2010 had passed reported to the Board of Supervisors that pursuant to the aforementioned notice of note sale that there had been filed with him at or prior to the close of 9 30 o'clock a m on the 3rd day of May, 2010 three (3) sealed proposals for the purchase of the aforesaid \$80,000 00 general obligation negotiable notes of Clay County Mississippi which bid the said Clerk then presented to the Board of Supervisors

It was thereupon ordered by the Board that the Clerk of the Board proceed to open the said sealed proposals publicly and to read the same aloud in the presence and hearing of the Board and other persons assembled The Clerk of the Board then proceeded to open and read the bid of Renasant Bank West Point Mississippi the same being attached hereto marked Exhibit "A " and incorporated herein by reference, and the bid of BancorpSouth of West Point Mississippi which is attached hereto as Exhibit "B " and incorporated herein by reference the bid of BankFirst of West Point Mississippi which is attached hereto as Exhibit 'C

Following the reading of the bids, the Board proceeded to consider the same and after a full consideration of said bid the following resolution was adopted

**A RESOLUTION DIRECTING THE SALE OF \$80,000 00 OF GENERAL
OBLIGATION NEGOTIABLE NOTES OF CLAY COUNTY, MISSISSIPPI**

WHEREAS, THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, ON
THE 8TH DAY OF APRIL, 2010, DID ADOPT A CERTAIN RESOLUTION DIRECTING THAT
\$80,000 00 GENERAL OBLIGATION NEGOTIABLE NOTES OF CLAY COUNTY, MISSIS-
SIPPI, BE OFFERED FOR SALE ON SEALED BIDS TO BE RECEIVED AT THE OFFICE OF THE

SAID BOARD OF SUPERVISORS IN THE COUNTY COURTHOUSE IN WEST POINT, MISSISSIPPI, UNTIL THE HOUR OF 9 30 O'CLOCK A M ON MAY 3RD, 2010

WHEREAS, AS DIRECTED BY THE AFOREMENTIONED RESOLUTION , AND AS REQUIRED BY THE LAWS OF THE STATE OF MISSISSIPPI, NOTICE OF SALE OF SAID NOTES WAS DULY PUBLISHED IN THE DAILY TIMES LEADER OF WEST POINT, MISSISSIPPI, A NEWSPAPER PUBLISHED AND HAVING A GENERAL CIRCULATION IN CLAY COUNTY MISSISSIPPI, AND AUTHORIZED BY LAW TO MAKE PUBLICATION OF LEGAL NOTICES IN AND FOR SAID COUNTY, WHICH NOTICE WAS PUBLISHED IN SAID NEWSPAPER ON THE 13TH DAY OF APRIL, 2010, THE SAID PUBLICATION HAVING BEEN MADE AT LEAST TEN DAYS PRIOR TO MAY 3RD, 2010, ALL AS SHOWN BY THE PROOF OF PUBLICATION OF SAID NOTICE WHICH HAS BEEN HERETOFORE FILED IN THE OFFICE OF THE CLERK OF THE SAID BOARD, AND

WHEREAS, THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, DID MEET AS REQUIRED BY LAW IN ITS OFFICE IN THE COURTHOUSE OF CLAY COUNTY IN THE CITY OF WEST POINT, MISSISSIPPI, AND WAS IN SUCH REGULAR MEETING AT 9 30 O'CLOCK A M ON MAY 3RD, 2010, WHEN AND WHERE SEALED BIDS FOR THE PURCHASE OF THE AFORESAID NEGOTIABLE NOTES WERE RECEIVED, PUBLICLY OPENED, EXAMINED AND CONSIDERED, AND

WHEREAS, THE BOARD OF SUPERVISORS FINDS AND DETERMINES THAT THE BEST BID MADE FOR SAID NOTES WAS THAT OF RENASANT BANK, AND FURTHER FINDS THAT SAID BID WAS ACCOMPANIED BY A CASHIER'S CHECK PAYABLE TO CLAY COUNTY, MISSISSIPPI, IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000 00), AS A GUARANTEE THAT SAID BIDDER WOULD CARRY ITS CONTRACT AND PURCHASE THE NEGOTIABLE NOTES IF ITS BID WAS ACCEPTED

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, AS FOLLOWS

SECTION 1 THAT THE EIGHTY THOUSAND AND NO /100THS DOLLARS (\$80,000 00) GENERAL OBLIGATION NEGOTIABLE NOTES OF CLAY COUNTY, MISSISSIPPI, BEARING THE DATE OF MAY 6TH, 2010, SHALL BE, AND SAID NOTES ARE HEREBY, AWARDED TO RENASANT BANK, IN ACCORDANCE WITH THE WRITTEN OFFER THIS DAY SUBMITTED TO THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, COPY OF SAID BID IS ATTACHED HERETO AND MARKED EXHIBIT "A "

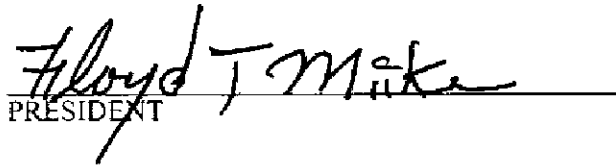
SECTION 2 THAT THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, IS HEREBY AUTHORIZED TO ISSUE, EXECUTE AND DELIVER THE AFORESAID

GENERAL OBLIGATION NEGOTIABLE NOTES IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SAID CONTRACT AND THE LAWS OF THE STATE OF MISSISSIPPI

SECTION 3 THAT SAID NOTES SHALL BE EXECUTED BY THE MANUAL SIGNATURE OF THE PRESIDENT OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, COUNTERSIGNED BY THE CLERK, UNDER THE SEAL OF SAID BOARD SAID NOTES TO BE IN SUBSTANTIALLY THE SAME FORM AS THE HERETO ATTACHED EXHIBIT "D," SAME BEING MADE A PART HEREOF AS IF FULLY COPIED HEREIN

SECTION 4 THAT, IN ORDER TO MAKE PROVISIONS FOR THE PAYMENT OF THE PRINCIPAL AND THE INTEREST ON SAID NEGOTIABLE NOTES AS THE SAME RESPECTFULLY MATURE AND ACCRUE, THERE SHALL BE AND THERE IS HEREBY LEVIED A DIRECT, CONTINUING, ANNUAL TAX, IF NECESSARY, UPON ALL TAXABLE PROPERTY WITHIN SAID CLAY COUNTY, MISSISSIPPI, SUFFICIENT TO PROVIDE THE SUM NECESSARY FOR SAID PURPOSE, AND PROVISION TO MEET THE REQUIREMENTS OF THIS RESOLUTION SHALL BE MADE ANNUALLY IN THE DUE TIME, MANNER AND SEASON

Upon motion duly made seconded and passed unanimously the foregoing resolution was read considered and put to a roll call vote and the motion received the affirmative vote of all of the members of the Board of Supervisors and the President declared the motion carried and the resolution adopted, on this the 3rd day of May 2010


PRESIDENT



May 3, 2010

Board of Supervisors of Clay County, Mississippi

To whom it may concern

Please let this letter serve as a bid on the \$80,000 00 in Clay County notes dated May 6, 2010. Renasant Bank will charge a fixed interest rate of 2.99% for all notes. The bid is contingent on the terms and conditions set forth in the bid request styled Notice of Negotiable Note Sale \$80,000 00 General Obligation Notes of Clay County, Mississippi. This request was dated April 8, 2010. Our bank looks forward to working with Clay County on this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Perry Green'.

Ben Perry Green
Sr. Vice President
Renasant Bank
West Point Office

EXHIBIT A

1145 E. Main Street - P. O. Box 1337 - West Point, MS 39773 1337 - 662.494.6672 - Fax 662.495.5459



BancorpSouth

May 3 2010

Board of Supervisors of Clay County
Clay County Courthouse
West Point Mississippi

Gentlemen

BancorpSouth appreciates the Opportunity to bid on the \$80,000 00 in General Obligation Notes Enclosed is our good faith check for \$1,000 00 payable to Clay County, Mississippi

BancorpSouth bids an interest rate of four and thirty-four one hundredths' percent (4 34%) per year This bid id subject to the written opinion of legal counsel that the issue is a bank qualified, tax-except obligation within the meaning of the Internal Revenue Code of 1896 as amended

We appreciate your leadership on behalf of the citizens of Clay County

Most Sincerely,

J Dwight Dvess
President
BancorpSouth West Point

EXHIBIT B

PO Box 657 West Point MS 39773 662 494-4431 • Fax 662 495 1014



A Better Way To Bank

W DALE TATE
Community Bank President
dtate@bankfirstfs.com

April 29, 2010

Harmon A. Robinson
Chancery Clerk of Clay County, Mississippi
P O Box 815
West Point, Ms 39773

RE Request for Proposal for \$80,000 General Obligation Notes

Dear Mr. Robinson

Thank you for including BankFirst among the local financial institutions who were asked to bid for the \$80,000 tax exempt loan proposal.

BankFirst proposes to extend the credit according to your stipulations as follows:

- Loan dated May 6, 2010 for \$16,000 and set to mature on May 6, 2011 bearing an interest rate of 4.51% fixed. Said note and all accrued interest will be due at maturity.
- Loan dated May 6, 2010 for \$16,000 and set to mature on May 6, 2012 bearing an interest rate of 4.51% fixed. Said note and all accrued interest will be due at maturity.
- Loan dated May 6, 2010 for \$16,000 and set to mature on May 6, 2013 bearing an interest rate of 4.51% fixed. Said note and all accrued interest will be due at maturity.
- Loan dated May 6, 2010 for \$16,000 and set to mature on May 6, 2014 bearing an interest rate of 4.51% fixed. Said note and all accrued interest will be due at maturity, and
- Loan dated May 6, 2010 for \$16,000 and set to mature on May 6, 2015 bearing an interest rate of 4.51% fixed. Said note and all accrued interest will be due at maturity.

Again, thank you for presenting this opportunity to BankFirst. Feel free to call with any questions.

Sincerely,

A handwritten signature in cursive script that reads "W Dale Tate".

W Dale Tate

28

538 Highway 45 North
PO Box 325
West Point, MS 39773
(662) 494-1964
Fax (662) 494-6302
www.bankfirstfs.com

EXHIBIT C

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CLAY COUNTY

**NEGOTIABLE NOTE
SERIES 2006
(Clay County Courthouse)**

NO R-1 \$16,000 00

Rate of Interest	Maturity	Date of Original Issue
_____	May 6, 20__	May 6, 2010

Registered Owner

Principal Amount **SIXTEEN THOUSAND AND NO/100THS (\$16 000 00) DOLLARS**

Clay County Mississippi (the "County") a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received promises to pay in lawful money of the United States of America to the Registered Owner identified above the sum of

SIXTEEN THOUSAND AND NO/100THS DOLLARS

with interest thereon from the date hereof at the rate of ____% per annum Interest on the unpaid balance of the Note shall be payable annually on the anniversary date of the date of issuance (each an "Interest Payment Date ") until the principal thereof shall have been paid

Payments of principal and interest shall be payable by the Chancery Clerk of Clay County Mississippi for Clay County Mississippi as paying agent (the "Paying Agent ") for the \$80 000 00 Negotiable Note Series 2010 of Clay County Mississippi, dated the date hereof (the "Note")

Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Chancery Clerk of Clay County Mississippi or its successor as transfer agent for the Note (the "Transfer Agent") as of the 15th day preceding the maturity date hereof

The County further promises to pay interest on such principal amount from the date of this Note or from the most recent Interest Payment Date to which interest has been paid

EXHIBIT D

at the rate of interest per annum set forth above on the anniversary date of the date of issuance until said principal sum is paid to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the 15th day preceding the applicable Interest Payment Date

Payments of principal of and interest on this Note shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent such notice to be received by the Transfer Agent not later than the 15th day preceding the applicable principal or Interest Payment Date

This Note is one of a series of five (5) notes of like date tenor and effect except as to maturity numbered from one (1) to five (5), inclusive, aggregating the sum of Eighty Thousand and No/100ths (\$80 000 00) Dollars authorized and issued to raise money for the purpose of making improvements and repairs to the Clay County Courthouse, all as provided for by §19-9-1 of the *Mississippi Code of 1972*

This Note is issued under the authority of the Constitution and statutes of the State of Mississippi including Section 17-21-51 et seq *Mississippi Code of 1972* as amended and by the further authority of proceedings duly had by the Board of Supervisors of the County including a Resolution adopted April 8 2010 (the "Note Resolution")

The Note is subject to redemption prior to its stated date of maturity, at any time, at par plus accrued interest to the date of redemption

The Note is registered as to both principal and interest. The Note is to be issued or reissued in the denomination of \$16 000 00

This Note may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent but only in the manner, subject to the limitations in the Note Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange a new Note or Notes of like aggregate principal amount in authorized denominations of the same maturity will be issued

The County and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the County nor the Paying Agent shall be affected by any notice to the contrary

The Note is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time rate or amount upon all the taxable property within Clay County Mississippi adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same falls due

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

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

IN WITNESS WHEREOF the County has caused this Note to be executed in its name by the manual signature of the President of the County, countersigned by the manual signature of the Clerk of the Board of Supervisors of the County under the seal of the County which said signatures and seal said officials adopt as and for their own proper signatures and seal as of the _____ day of _____ 2010

CLAY COUNTY, MISSISSIPPI

By _____
PRESIDENT

Countersigned

Chancery Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is the Note described in the within mentioned Note Resolution and is the Negotiable Note, Series 2010, (Courthouse) of Clay County Mississippi

_____ as Transfer Agent

By _____
Authorized Officer

Date of Registration and Authentication _____

REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF CLAY

I, the undersigned Chancery Clerk of Clay County, Mississippi do hereby certify that the within Note has been duly registered by me as an obligation of said County pursuant to law in a record kept in my office for that purpose

Chancery Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells assigns and transfers unto

_____ (Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____
_____, Mississippi as Transfer Agent to transfer the said Note on
the records kept for registration thereof with full power of substitution in the premises
Signatures guaranteed

(Bank Trust Company or Transfer Agent)

(Authorized Officer)

Date of Assignment _____

Insert Social Security Number or Other
Tax Identification Number of Assignee _____

NOTICE The signature to this Assignment must correspond
with the name of the Registered Owner as it
appears upon the face of the within Note in
every particular without any alteration whatever

**The State of Mississippi
CLAY COUNTY**

AFFIDAVIT OF PUBLICATION

Before me in and for said county this day personally came the undersigned representative of the Daily Times Leader a newspaper published in the City of West Point of said county and state, who being duly sworn deposes and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for _____ weeks consecutively to wit:

Dated 4-13 2010
 Dated _____, 20____
 Dated _____, 20____
 Dated _____, 20____
 Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed and that the publication thereof has been correctly made

WITNESS MY HAND AND SEAL OF OFFICE this the 3 day of May A D, 2010

By [Signature]
 Notary Public

DAILY TIMES LEADER
 By Notaska Watson
 Publisher Clerk
 Editor Printer

EAL
 Circuit Clerk & Ex Officio Notary Public
 My Commission Expires Jan 2nd, 2012

Publication Fee \$ 79.20
 Proof(s) Of Publication \$ 3.00
 Total Charges \$ 82.20

AFFIDAVIT# 17201

approved by the Board of Supervisors. There will be five separate notes of \$18,000.00 each with the first maturing on May 6, 2011 the second note maturing on May 6, 2012, the third note maturing on May 6, 2013, the fourth note maturing on May 6, 2014, and the fifth note maturing on May 6, 2015. Bidders for said notes are requested to designate in their bids the price they will pay for notes bearing interest at a rate or rates to be designated in their bids. No note shall bear more than one (1) rate of interest; each note shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all notes of the same maturity shall bear the same rate of interest from date to maturity. Proposals should be addressed to the Board of Supervisors of Clay County should be plainly marked "Proposal for \$80,000.00 General Obligation Notes, and should be filed with the Clerk of said Board on or prior to the date and hour hereinabove named. Each bid must be accompanied by a cashier's check, certified check, or exchange, payable to Clay County Mississippi, in the amount of One Thousand Dollars (\$1,000.00) as a guaranty that the bidder will carry out his contract and purchase the Notes pursuant to his bid and contract. The amount of such good faith check shall be retained by the Board of Supervisors and shall be paid into the treasury of Clay County. The Board of Supervisors reserves the right to reject any or all bids. The obligation of the purchaser to purchase and pay for the Note is conditioned on the delivery at the time of settlement of the Note, of the following: (1) the approving legal opinion of Lee S. Coleman, Note Counsel to the effect that the Note constitutes a valid and legally binding obligation of the County payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County and to the effect that the interest on the Note is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986 and (2) the delivery of certificates in form and tenor satisfactory to Note Counsel evidencing the proper execution and delivery of the Note and receipt of payment therefor including a statement of the County dated as of the date of such delivery, to the effect that there is no litigation pending or to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Note. A copy of said approving legal opinion will appear on or accompany the Note. Delivery of the Notes will be made to the purchaser within sixty (60) days after the date of sale, at a place to be designated by the purchaser and without cost to the purchaser. By order of the Board of Supervisors of Clay County, Mississippi, this, the 8th day of April, 2010.
 /s/Harmon A. Robinson,
 Clerk, Board of Supervisors
 Clay County Mississippi
 Publish: April 13, 2010

NOTICE OF NEGOTIABLE
 NOTE SALE \$80,000.00
 GENERAL OBLIGATION
 NOTES OF CLAY COUNTY
 MISSISSIPPI

Sealed proposals will be received by the Board of Supervisors of Clay County, Mississippi, at the Office of the Clerk of said Board in the Clay County Courthouse, in West Point, Mississippi, until the hour of 9:30 a.m. on May 3, 2010, at which time and in the Board of Supervisors room at said place, all bids will be publicly opened for the purchase, at not less than par and accrued interest, of the above notes of said County. Said notes are to bear the date of May 6, 2010 are to be in denominations of Sixteen Thousand and No/100ths (\$16,000.00) Dollars each, and shall bear interest at a rate or rates to be determined pursuant to sale of said negotiable notes, said notes to be payable \$18,000.00 on May 6 of each year beginning May 6, 2011. Both principal and interest on said notes will be payable at a place designated by the purchaser subject to

The Board of Supervisors reserves the right to reject any or all bids. The obligation of the purchaser to purchase and pay for the Note is conditioned on the delivery at the time of settlement of the Note, of the following: (1) the approving legal opinion of Lee S. Coleman, Note Counsel to the effect that the Note constitutes a valid and legally binding obligation of the County payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County and to the effect that the interest on the Note is exempt from Federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986 and (2) the delivery of certificates in form and tenor satisfactory to Note Counsel evidencing the proper execution and delivery

NO _____

IN THE MATTER OF ABANDONING A SECTION OF SALLIE SUE ROAD IN
DISTRICT THREE

There came on this day for consideration the matter of abandoning a section of
Sallie Sue Road in District Three

It appears to this Board that the property owners whose property surrounds said
section of road have petitioned this Board to close and abandon said road, and

It appears that the section to be abandoned does not provide primary access to
occupied properties and that the public interest does not require this section to remain
open, and

It appears that the section to be abandoned is in the NE $\frac{1}{4}$ of Section 29 T 15S,
R4E and is immediately south of a fork in the Sallie Sue Road. Said section runs east and
west between Sallie Sue Road and US Davidson Road. See attached map marked as
exhibit A and,

It appears that a notice was published according to law in the Daily Times Leader
and that there was no comment or objection to the abandonment of said section of Sallie
Sue Road in District Three

After motion by Mr Davis and second by Mr Horton this Board doth vote
unanimously to close and abandon that section Sallie Sue Road in District Three. After a
public hearing is held according to statute

SO-ORDERED this the 3rd day of May 2010


PRESIDENT

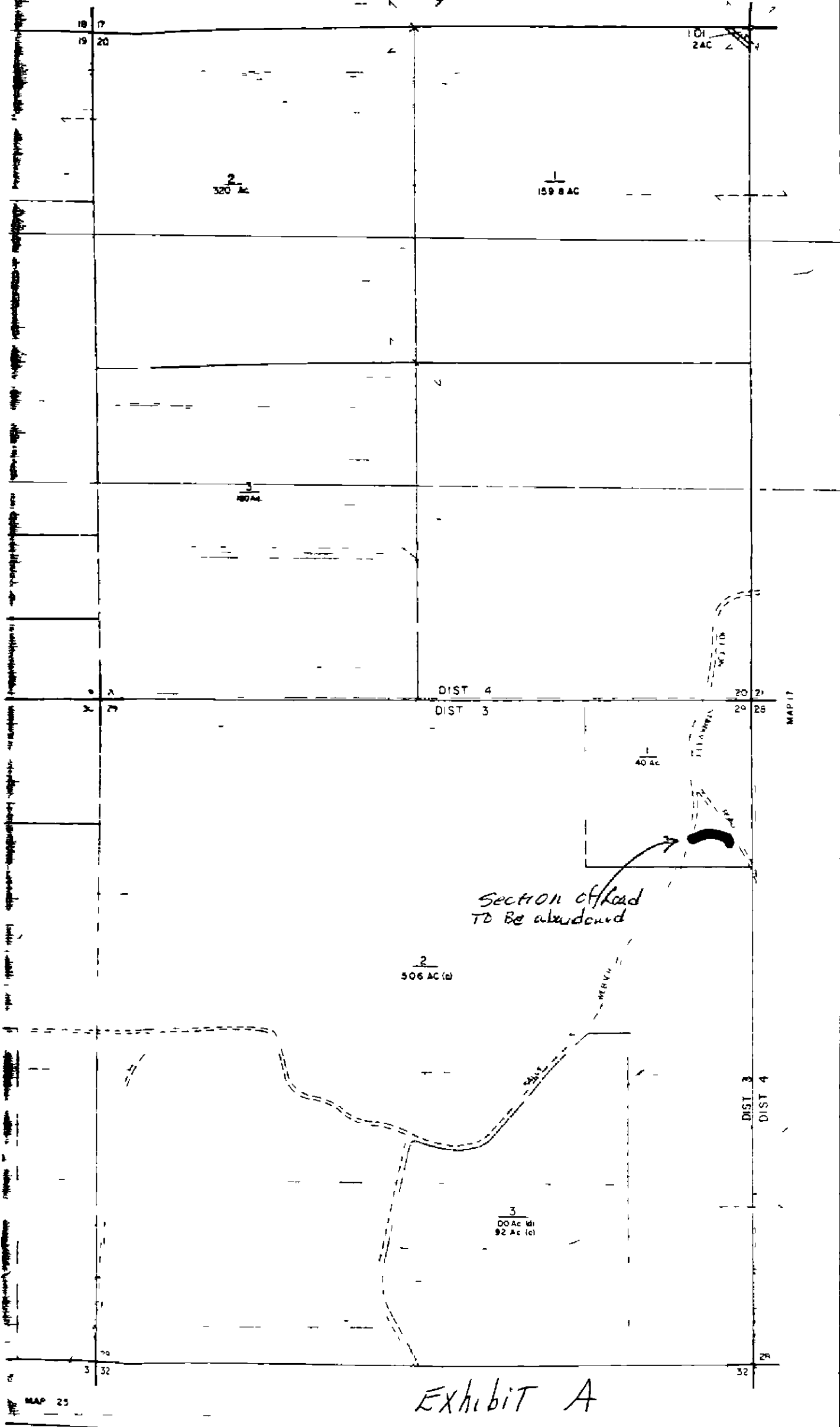


Exhibit A

MAP
32 T-2
R-5

6	5
7	6
18	7
19	20
30	26
31	3

RUEL LINT
PARCE N WEE
P E HOGK
IN EMOR OT
S/D LOT MAP
S/D N OOR W
DE DE DIMER
LEDED ACRE
LAL U A EC
S G DIMER
N EPT E
S A
S TE O
DUN MWR
UN EU OAC
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Y
Z

SECT ONS
TOWNSHIP
PHOTO NO
MAP NO

The State of Mississippi
CLAY COUNTY

AFFIDAVIT OF PUBLICATION

Before me in and for said county this day personally came the undersigned representative of the Daily Times Leader, a newspaper published in the City of West Point of said county and state who being duly sworn deposed and says that the publication of a certain notice a true copy of which is hereto affixed has been made for _____ weeks consecutively to wit

Dated 4-8, 20 10
 Dated 4-15, 20 10
 Dated _____, 20____
 Dated _____, 20____
 Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed, and that the publication thereof has been correctly made

WITNESS MY HAND AND SEAL OF OFFICE, this the 3 day of May, A D 2010

By [Signature]
 Notary Public

DAILY TIMES LEADER
 By Natesha Watson
 Publisher Clerk
 Editor Printer

NOTICE
 A Public Hearing will be held at 9 a.m. on May 3 2010 at the Clay County Courthouse, West Point, Mississippi on the question to abandon a section of Sallie Sue Road that runs east/west between Sallie Sue Road and US Davidson Road in the NE 1/4 of Section 29 T15 R5E.
 This the 5th day of April 2010
 J. Harmon A. Robinson Clerk of the Board of Supervisors Clay County Mississippi
 Publish April 8 2010
 April 15 2010

SEAL Circuit Clerk & Ex Officio Notary Public
 My Commission Expires Jan 2nd, 2012

Publication Fee \$ 17.38
 Proof(s) Of Publication \$ 3.00
 Total Charges \$ 20.38

AFFIDAVIT# 17202

NO _____

IN THE MATTER OF PAYING BRUCE MASSEY CONSTRUCTION COMPANY
FOR PAYMENT NUMBER 4

There came on this day for consideration the matter of paying Bruce Massey Construction Company for payment number 4

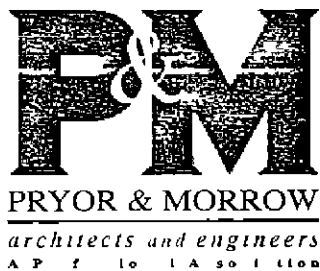
After motion by Mr Davis and second by Mr Lummus this Board doth vote unanimously to approve payment to Bruce Massey for \$13,537 50 for payment No 4 See attached exhibit A relating to the Clay County Agricultural High School project.

SO ORDERED this the 3rd day of May, 2010



PRESIDENT

COLUMBUS OFFICE
P O Box 167
5227 South Frontage Rd
Columbus MS 39703-0167
Phone (662) 327 8990
Fax (662) 327 8991



ROGER A PRYOR AIA
JOHN C MORROW AIA
RUD B ROBISON JR AIA
WILLIAM V DEXTER JR AIA
CORFY D RAVENHORST P E

January 22 2010

Mr Harmon A. Robinson
Chancery Clerk
Clay County Board of Supervisors
P O Box 815
West Point, MS 39773

RE PN 2007108
West Clay Agricultural High School Phase II
Pheba, Mississippi

SUBJECT Application for Payment No 04

Dear Mr Robinson

Enclosed are three (3) original Application and Certificate for Payment No 03 document sets in the amount of \$13 537 50 The Contractor is not requesting that any additional days be added to the construction completion schedule at this time We recommend this application be processed for the amount requested

Sincerely

Roger A Pryor AIA
Pryor & Morrow Architects and Engineers P A

Enclosures

EXHIBIT A
C O L U M B U S • T U P E L O
www.pryor-morrow.com

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER Clay Co Board of Supervisors	PROJECT Clay Co School Dist	APPLICATION NO 4	Distribution to
		PERIOD TO 1/20/10	OWNER <input type="checkbox"/>
		CONTRACT FOR	ARCHITECT <input type="checkbox"/>
FROM CONTRACTOR Bruce Massey Construction LLC PO 1293 Oxford, Ms 38655	VIA ARCHITECT Pryor & Morrow	CONTRACT DATE	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS 2007108, /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract Continuation Sheet AIA Document G703 is attached

1 ORIGINAL CONTRACT SUM	\$	131 347 00
2 Net change by Change Orders	\$	0 00
3 CONTRACT SUM TO DATE (Line 1 ± 2)	\$	131 347 00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	131 347 00
5 RETAINAGE		
a 50 % of Completed Work (Column D + E on G703)	\$	6,367 35
b 50 % of Stored Material (Column F on G703)	\$	200 00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	6,567 35
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	124,779 65
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	111 242 15
8 CURRENT PAYMENT DUE	\$	13 537 50
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	6 567 35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0 00	\$ 0 00
Total approved this Month	\$ 0 00	\$ 0 00
TOTALS	\$ 0 00	\$ 0 00
NET CHANGES by Change Order	\$	0 00

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Bruce Massey Construction, LLC

By [Signature] Date 01/19/10

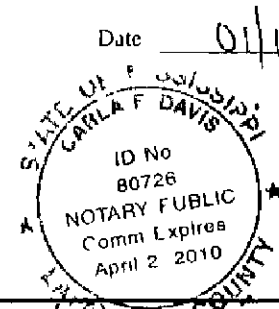
State of Mississippi

County of Harrison

Subscribed and sworn to before me this 19th day of January 2010

Notary Public Carla F Davis

My Commission expires April 2, 2010



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising this application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 13,537 50

(Attach explanation if amount certified differs from the amount applied Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

ARCHITECT [Signature]
By [Signature] Date 01-21-10

This Certificate is not negotiable The AMOUNT CERTIFIED is payable only to the Contractor named herein Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CAUTION You should sign an original AIA Contract Document on which this text appears in RED An original assures that changes will not be obscured

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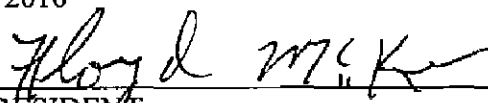
IN THE MATTER OF A REQUEST FOR CASH FOR THE FISHER MARINE
BUILDING PROJECT

There came on this day for consideration the matter of a request for cash for the
Fisher Marine Building Project

It appears that Phyllis Benson with GTPDD has prepared a request for cash for
said project in the amount of \$10,500 00 for architectural services

After motion by Mr Davis and second by Mr Horton this Board doth vote
unanimously to authorize said request for cash See exhibit A

SO ORDERED this the 3rd day of May, 2010



PRESIDENT

**Mississippi Development Authority
Community Services Division
Request for Cash**

Program CAP Revolving Loan Program

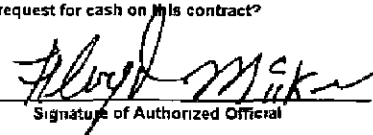
Section A General Information		Section B Project Information		
Recipient	Clay County	Grant No	Contract No	Project No
Mailing Address	Post Office Box 815		09-013-CP-01	
Street Address	205 Court Street	Services Rendered		
City State Zip	West Point MS 39773	From		Request No
Telephone No	662 494 3124	April 1 2010	Thru	2
			April 30 2010	MDA Staff Initial

Section C Request Per Activity						
	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	\$	\$	\$	\$	
2	Architectural	\$ 30 000 00	\$	\$ 10 500 00	\$ 19 500 00	
3	Construction	\$ 570 000 00	\$ 46 850 00	\$	\$ 523 150 00	
4					\$	
5					\$	
6					\$	
7					\$	
8					\$	
9					\$	
10					\$	
	Total	\$ 600 000 00	\$ 46 850 00	\$ 10 500 00	\$ 542 650 00	

I Herby Certify That () the services covered by this request have not been covered from the Federal Government, USIA Government, expended for allowable costs / expenditures under the terms of the contract agreement or grant (c) the amount equated herein does not exceed the total funds obligated by contract and (d) the funds are requested for only immediate disbursement.

I Herby Certify That the goods and/or services and have been delivered and/or performed in accordance with the terms and conditions of the contract and compliance with all regulatory requirements and regulations. I certify that this request does not include any future obligations.

Is this your final request for cash on this contract? YES X NO


Signature of Authorized Official

5/3/2010
Date Signed

Phylis W. Benson GTP/DD
Prepared By

4/30/2010
Date Prepared

Floyd McKee President
Typed Name and Title of Authorized Official

662 494 3124
Preparer's Telephone No

To be completed by MDA Authorized Official

APPROVED BY _____ DATE _____
Signature Authorized MDA Representative

IDIS V u h N mb	V nd Numb	F nd N mb	Cost C t	Act ity C d	Org	C nty C d	E p n

Exhibit A

**Mississippi Development Authority
Consolidated Support Sheet**

Program CAP Revolving Loan Program
 Recipient Clay County
 Request for Cash Number 2

Contract Number 09-013 CP 01
 Total Amount Requested \$10 500 00


IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance
	Application Preparation (CDBG Only)								\$0 00
									\$0 00
	Total Administration			\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
	Engineering / Architectural	Bill Mann Architect	#1	\$10 500 00	\$10 500 00	\$0 00	\$30 000 00	\$10 500 00	\$19 500 00
									\$0 00
									\$0 00
	Total Engineering / Architectural			\$10 500 00	\$10 500 00	\$0 00	\$30 000 00	\$10 500 00	\$19 500 00
	Contingencies								\$0 00
									\$0 00
	Total Contingencies			\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
	Construction					\$0 00	\$570 000 00	\$46 850 00	\$523 150 00
									\$0 00
									\$0 00
									\$0 00
	Total Construction			\$0 00	\$0 00	\$0 00	\$570 000 00	\$46 850 00	\$523 150 00
GRAND TOTAL				\$10 500 00	\$10 500 00	\$0 00	\$600 000 00	\$57 350 00	\$542 650 00

Services Rendered Beginning April 1 2010 Thru April 30 2010

Cumulative \$57 350 00 Program Expenditures Plus (+) Matching Expenditures Equals (=) \$57 350 00 Total Expenditures

I Herby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant (c) the amount requested herein does not exceed the total funds obligated by contract and (d) the funds are requested for only immediate disbursements

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations I certify that this request does not include any advances or funds for future obligations


 Signature of Authorized Official

5/3/2010
 Date Signed

Phylis W Benson GTPDD
 Prepared By

Floyd McKee President
 Typed Name and Title of Authorized Official

662 324 7860
 Preparer's Telephone No

www.mississippi.gov

BILL MANN, ARCHITECT

203 East Main Street P O Box 80297
Starkville Mississippi 39759
Phone 662-323 0358 Fax 662 323 8406

✓ April 20 2010

Clay County Board of Supervisors

Re Clay County Industrial Building
West Point Mississippi

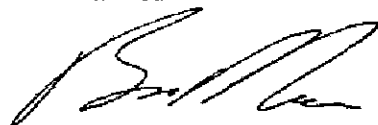
Statement for Architectural Services

Architect's fee based on 5% of a \$600 000 construction budget	-	\$30 000 00
Schedule of Architectural Services		
✓ Schematic Design Phase @ 15% of fee	=	\$4 500 00
✓ Design Development @ 35% of fee	=	\$6 000 00
Construction Documents @ 75% of fee	=	\$12 000 00
Bidding phase @ 80% of fee	=	\$1 500 00
Construction phase @ 100% of fee	=	\$6 000 00
Total		\$30 000 00

This Statement

Schematic Design Phase @ 15% of fee	=	\$4 500 00
Design Development phase @ 35% of fee	=	\$6 000 00
Total This Statement	-	\$10 500 00

Thank you



Bill Mann NCARB

BILL MANN, ARCHITECT

203 East Main Street P O Box 80297
Starkville Mississippi 39759
Phone 662-323-0358 Fax 662 323 8406

April 20 2010

Clay County Board of Supervisors

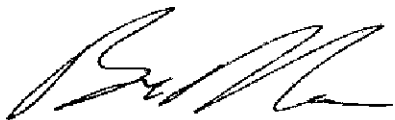
Re Clay County Industrial Building
West Point Mississippi

The accompanying invoice is for architectural services rendered to date. Services include the preparation of emergency electrical bid documents as well as all work on the Schematic Design phase and Design Development phase of the project. Please see the Schedule for Architectural Services on the following page.

We have also completed approximately 50% of the construction documents for Phase 3.

Please let me know if you would like me to meet with you or if I can be of any further assistance.

Thank You



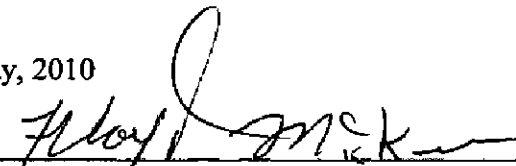
Bill Mann NCARB

IN THE MATTER OF AUTHORIZING TRAVEL FOR BILL BLANKENSHIP, FIRE
COORDINATOR

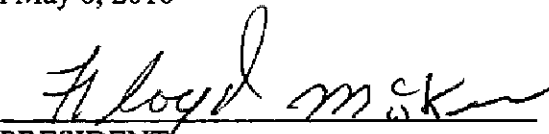
There came on this day for consideration the matter of authorizing travel for Bill Blankenship, Fire Coordinator

After motion by Mr Lummus and second by Mr Deanes this Board doth vote unanimously to authorize Bill Blankenship to travel to Jackson, MS on May 4, 2010 to a Fire Coordinator's meeting

SO ORDERED this the 3rd day of May, 2010


PRESIDENT

This Board doth recess until 9 a.m on May 6, 2010


PRESIDENT