

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 24th day of March, 2011, at 9 00 o'clock a m , and present were R B Davis, President of the Board, Lynn Horton, Vice President, Luke Lummus, and Floyd McKee Shelton Deanes absent 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 _____

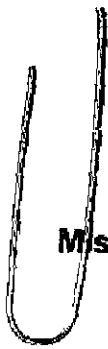
IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE
A GRANT AGREEMENT FOR THE RECREATIONAL TRAILS PROGRAM FOR PHEBA
COMMUNITY

There came on this day for consideration the matter of authorizing the President of this Board to execute a grant agreement for the Recreational Trails Program for Pheba Community

After motion by Mr McKee and second by Mr Horton this Board doth vote unanimously to authorize the President to execute the attached agreement with the Department of Wildlife, Fisheries, and Parks for the Recreational Trails Program marked as exhibit A

So ordered this the 24th day of March, 2011


President



**Project Agreement
between
Mississippi Department of Wildlife, Fisheries and Parks
Recreational Trails Program
and
Project Sponsor**

State	Mississippi	Project Number	28-RTP-192
Project Sponsor		<p align="center">Clay County Board of Supervisors R B Davis, President P O Box 815 West Point, MS 39773</p> <p align="right">Phylis Benson Golden Triangle PDD (662) 769-1071 cell (662) 324-7860</p>	
Project Period	Project Stage		
March 21, 2011 – March 31, 2013	Renovation of 1 320 feet trail		

Project Title Pheba Recreational Trail

Project Type Non-Motorized – Diversified Use

Project Location Community of Pheba – Highway 50 and Highway 389

Project Scope (Description of Project) Cost/design/development includes limited engineering fees (up to 8% of total agreement cost) and site preparation drainage Asphalt overlay 1,320 feet x 10 feet wide Required RTP signage and other trail amenities as approved ADA Compliance

Project Cost 80/20 Reimbursement		Project Sponsor Clay County BOS	
RTP Reimbursement	\$ 26 735 00	<i>R B Davis</i>	<i>3-24-11</i>
Subrecipient Share	\$ 6 683 00	R B Davis President	Date
Total Agreement Cost	\$ 33 418 00	<i>Jean Caraway</i>	
Total Project Cost		Jean Caraway RTP Administrator	March 16 2011 Date Agreement Prepared

Exhibit A

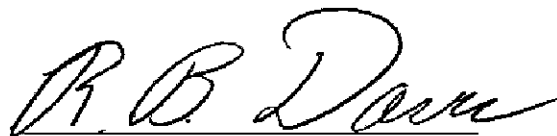
**IN THE MATTER OF STRIKING CERTAIN ASSETS FROM THE INVENTORY
CONTROL RECORDS OF CLAY COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of striking certain fixed assets from the inventory control records of Clay County, Mississippi

It appears to this Board that the items listed on the attached Exhibit A are no longer being used by the County and no longer function properly so as to be useful to the County and therefore should be deleted from the County's fixed asset ledger

After motion by Mr. McKee and second by Mr. _____, this Board doth vote **unanimously** to strike the items listed in the attached Exhibit A from the inventory control records of Clay County, Mississippi

SO ORDERED, this the 24th day of March, 2011



President

Asset #	Description	S/N	Amount
TX018	Casio DL-220 Calculator	9271550	125 00
BG076	Air Conditioner (Whirlpool)	AR18NS2F/JK9381	489 00
BG139	Air Conditioner	FAS183529	499 00
BG322	Dryer Whirlpool	MS1410516	327 00
BG339	Air Conditioner	AEW08AJ	157 00
BG354	Drill Makita Cordless	6390DWPE	150 49
BG365	Washer (Whirlpool)	CU3032542	268 00
BG366	Maintenance Shop	LD Wet Dry Vacuum	39 98
BG375	Dryer (Roper)	MW1201695	318 00
BG376	Lawn Mower (Brigg & Stratton)	031808M020173	158 00
BG393	Cellular (Samsung)	80F71C9E	40 00
CH102	Calculator (Casio)	1230792	90 85
SA047	Strobe Light (Truck Lite)	92572Y4	199 00
SD1141	Radio Handheld Vertex	51940395	249 00
SD1144	Radio Handheld Vertex	5K960234	250 00
SD1294	Walkie Vertex Radio (VX-210)	2E170006	120 00
D3117	Gas Pump With Meter	139-192	926 68
D3119	Cell Phone	12806008767	50 00
PC026	Fax Machine Brother	U56583K2K278204	88 82

Exhibit A

To Harmon A Robinson
Inventory Control Clerk

From *Amy Berry*

Date *1/10/11*

Re Inventory Control # *CH219*
Description *Calculator (Canon)*
S/N# *2010365/NPZ1DX*

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Department Head

This is acknowledged receipt of the above inventory item on this the _____ day of _____, 2010

Harmon A. Robinson
Inventory Clerk

To Harmon A Robinson
Inventory Control Clerk

From

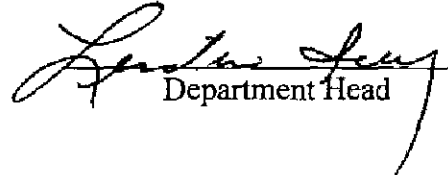
Date

3/14/11

Re

Inventory Control # C5070
Description TH99711SF4
~~SAN#~~ Printer HP DeskJet

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.


Department Head

This is acknowledged receipt of the above inventory item on this the 14th day of March, 2011

Harmon A. Robinson
Inventory Clerk
By: Amy Bey, DC

To Harmon A Robinson
Inventory Control Clerk

From Lynn Horton

Date 2/28/11

Re Inventory Control # 06209
Description Refrigerator Kelvinator
S/N# MRT1505212

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Lynn Horton
Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of February, 2011.

Harmon A. Robinson
Inventory Clerk
By: Ang Berry, DC

To Harmon A Robinson
Inventory Control Clerk

From *Lynn Horton*

Date *2/28/11*

Re Inventory Control # *BG 2160*
Description *Stone Hotpoint*
S/N# *TF 1535002*

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Lynn Horton
Department Head

This is acknowledged receipt of the above inventory item on this the *28th* day of *February*, 201*1*

Harmon A. Robinson
Inventory Clerk
By: *Angie Berry, DC*

To Harmon A Robinson
Inventory Control Clerk

From Teretha Rupert / TAX Assessor - Collector

Date Oct 19, 2010

Re Inventory Control # TX143
Description calculator (sharp)
S/N# 8D18 0967

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Teretha Rupert
Department Head

This is acknowledged receipt of the above inventory item on this the 19th day of October, 2010

Harmon A Robinson
Inventory Clerk
By: Angie Berry, PC

To Harmon A Robinson
Inventory Control Clerk

From Teretha Rupert / Tax Assessor - Collector

Date Oct 19, 2010

Re Inventory Control # TX113
Description Calculator (Sharp)
S/N# 51002 8740

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Teretha Rupert
Department Head

This is acknowledged receipt of the above inventory item on this the 19th day of October 2010

Harmon A Robinson
Inventory Clerk
By *Angie Berg, DC*

To Harmon A Robinson
Inventory Control Clerk

From Terenka Rupert / TAX Assessor - Collector

Date Oct 19, 2010

Re Inventory Control # TX093
Description Calculator (Sharp)
S/N# 3D000896

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Terenka Rupert
Department Head

This is acknowledged receipt of the above inventory item on this the 19th day of October 2010

Harmon A. Robinson
Inventory Clerk
By: Angie Berg, AC

Date 12/13/10

TO INVENTORY CLERK
CLAY COUNTY, MISSISSIPPI

RE INVENTORY CONTROL NO SD-1299

PURCHASED DATE -2/27/09

VALUE - \$159 99

THE ABOVE INVENTORY ITEM IS DELIVERED TO YOU TO BE DELETED
FROM MY INVENTORY THE SAME IS NO LONGER FUNCTIONING TO BE
USEFUL TO THE COUNTY PLEASE REMOVE FROM MY INVENTORY UPON
ORDER OF THE BOARD OF SUPERVISORS

CLAY COUNTY SHERIFF'S DEPARTMENT

BY



THIS IS TO ACKNOWLEDGE RECEIPT OF THE ABOVE INVENTORY ITEM
ON THIS THE 13th DAY OF Dec 2010

Harmon A. Robinson
INVENTORY CLERK
By: Andy Seay, P.R.

Date 11/24/10

TO INVENTORY CLERK
CLAY COUNTY, MISSISSIPPI

RE INVENTORY CONTROL NO SD-1197

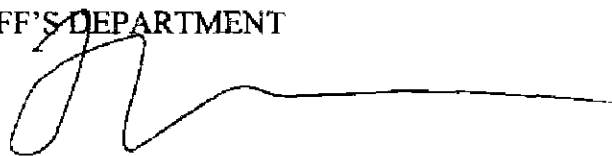
PURCHASED DATE -12/10/06

VALUE - \$99 84

THE ABOVE INVENTORY ITEM IS DELIVERED TO YOU TO BE DELETED
FROM MY INVENTORY THE SAME IS NO LONGER FUNCTIONING TO BE
USEFUL TO THE COUNTY PLEASE REMOVE FROM MY INVENTORY UPON
ORDER OF THE BOARD OF SUPERVISORS

CLAY COUNTY SHERIFF'S DEPARTMENT

BY



THIS IS TO ACKNOWLEDGE RECEIPT OF THE ABOVE INVENTORY ITEM
ON THIS THE 24th DAY OF November 2010

HARRISON A. ROBINSON
INVENTORY CLERK

By Angie...

To Harmon A Robinson
Inventory Control Clerk

From ~~Harmon A Robinson~~ Danny Banks

Date 1/26/2011

Re Inventory Control # SD1237
Description Washer
S/N# LM1012548

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Danny Banks
Department Head

This is acknowledged receipt of the above inventory item on this the 26th day of January 2011.

Harmon A Robinson
Inventory Clerk
By Ay Bey, PC

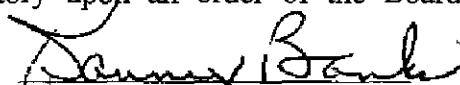
To Harmon A Robinson
Inventory Control Clerk

From Danny Banks

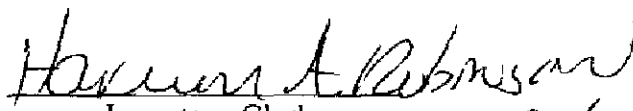
Date 11/23/10

Re Inventory Control # BF318
Description Aircorndower Hauer
S/N# A55062951

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.


Department Head

This is acknowledged receipt of the above inventory item on this the 23rd day of ~~November~~ 2010


Inventory Clerk
By Amy Berg, P1

To Harmon A Robinson
Inventory Control Clerk

From Danny Banks

Date 11/23/10

Re Inventory Control # BF320
Description Air conditioner Hauer
S/N# AS5CU1538

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Danny Banks
Department Head

This is acknowledged receipt of the above inventory item on this the 23rd day of November, 2010

Harmon A Robinson
Inventory Clerk
By Amy Berg PC

Date 11/10/10



TO INVENTORY CLERK
CLAY COUNTY, MISSISSIPPI

RE INVENTORY CONTROL NO SD-1190

PURCHASED DATE -6/27/06

VALUE - \$398 99

THE ABOVE INVENTORY ITEM IS DELIVERED TO YOU TO BE DELETED
FROM MY INVENTORY THE SAME IS NO LONGER FUNCTIONING TO BE
USEFUL TO THE COUNTY PLEASE REMOVE FROM MY INVENTORY UPON
ORDER OF THE BOARD OF SUPERVISORS

CLAY COUNTY SHERIFF'S DEPARTMENT

BY

A handwritten signature in black ink, appearing to be "D. M. ...".

THIS IS TO ACKNOWLEDGE RECEIPT OF THE ABOVE INVENTORY ITEM
ON THIS THE DAY OF 2010

Harmon A. Robinson
INVENTORY CLERK
By: Ay Bey, DC

Date 12/13/10

TO INVENTORY CLERK
CLAY COUNTY, MISSISSIPPI

RE INVENTORY CONTROL NO SD-1300

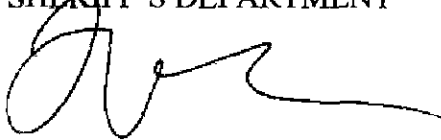
PURCHASED DATE -2/27/10

VALUE - \$159 99

THE ABOVE INVENTORY ITEM IS DELIVERED TO YOU TO BE DELETED
FROM MY INVENTORY THE SAME IS NO LONGER FUNCTIONING TO BE
USEFUL TO THE COUNTY PLEASE REMOVE FROM MY INVENTORY UPON
ORDER OF THE BOARD OF SUPERVISORS

CLAY COUNTY SHERIFF'S DEPARTMENT

BY



THIS IS TO ACKNOWLEDGE RECEIPT OF THE ABOVE INVENTORY ITEM
ON THIS THE 13th DAY OF Dec 2010

Harmon A Robinson
INVENTORY CLERK
By Amy Lewis, DC

To Harmon A Robinson
Inventory Control Clerk

From *Harmon A Robinson*

Date *10/18/10*

Re Inventory Control # *CH176*
Description *Copier-Duplicator*
S/N# *1007773A*

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors.

Harmon A Robinson
Department Head

This is acknowledged receipt of the above inventory item on this the *18th* day of *October* 2010

Harmon A Robinson
Inventory Clerk
By: *Ang Bey, D*


IN THE MATER OF FINANCING FOR SHERIFF'S VEHICLES

There came on this day for consideration the matter of financing for Sheriff's vehicles

It appears that Hancock Bank has bid 3 06% for 36 months and Bancorp South has bid
3 24%

After motion by Mr McKee and second by Mr Lummus this Board doth vote
unanimously to accept the bid of Hancock Bank

So ordered this the 24th day of March, 2011


President



*Sheriff in
autos*

3/21/2011

Sent via E-Mail. aberry@claycounty.ms.gov

Clay County
P O Box 815
West Point, MS 39773

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

- | | |
|--------------------------------|---|
| 1 <u>Lessor</u> | BancorpSouth Equipment Finance, a
division of BancorpSouth Bank |
| 2 <u>Lessee</u> | Clay County |
| 3 <u>Equipment Description</u> | Three used vehicles |
| 4 <u>Equipment Cost</u> | \$41,250.00 |
| 5 <u>Lease Term</u> | 3 Years |
| 6 <u>Lease Payments</u> | (These are approximate payment amounts. The
actual payment will be determined at funding
date.)

36 Monthly Payments of \$1,203.97
Payments in Arrears |
| 7 <u>Lease Rate</u> | 3.24% |
| 8 <u>Funding Date</u> | This proposal is contingent upon the equipment
being delivered and the lease funded prior to
4/30/2011. If the equipment is not delivered and
the lease funded prior to 4/30/2011, this proposal
is null and void. Any extension of the funding date
must be in writing. |
| 9 <u>Purchase Option</u> | Title is passed to Lessee at lease expiration for no
further consideration. |

10 Non-appropriation/Termination. The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11 Bank Qualification. This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.

12 Tax Status. This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13 Net Lease. This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

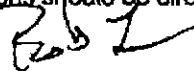
14 Financial Statements. Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15 Lease Documentation. This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period. Otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.

This proposal expires as of the close of business on 4/30/2011. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610


Bob Lee
Vice President

ACKNOWLEDGMENT AND ACCEPTANCE

By _____
Title

Date _____



VIA EMAIL

March 17, 2011

Board of Supervisors
Clay County, Mississippi
C/O Amy Berry

Re Lease Purchase Financing – Three (3) Used Sheriff Vehicles

Gentlemen.

We understand that Clay County Mississippi is considering lease-purchase financing for Three (3) Used Sheriff Vehicles (hereinafter the "Equipment") under the authority of Sec 31-7-13(e) of the Miss Code of 1972, as amended. The Equipment has a total cost of \$41,250 00 and 100% of the cost will be lease purchase financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the County is ineligible to issue bank-qualified debt this calendar year, different rates will apply *

<u>Amount Financed.</u>	<u>Terms**.</u>	<u>Rate.</u>
\$41,250 00	36 monthly payments @ \$1,200 69 per month	3 06%

* Determination of taxability would be the responsibility of the County's legal counsel

** The County will certify that the Equipment will not be replaced by other equipment performing the same or similar functions, until the term of the financing option expires

Post Office Box 4019 / Gulfport MS 39502
228-563-5710 / Fax 228-563-5721 / 1 800-522-6542



Hancock Bank
PUBLIC FINANCE DEPARTMENT

Clay County, Mississippi
Page 2

This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK BANK

A handwritten signature in black ink, appearing to read "Jonathan King".

Jonathan King
Government Leasing
Public Finance Department

AUTHORIZING RESOLUTION

BOARD MEMBER Mr. McKee moved the adoption of the following Resolution and Order

A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAY COUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT FINDING THAT THE HANCOCK BANK, GULFPORT, MISSISSIPPI, (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE.

WHEREAS the Board has determined that it is necessary to acquire certain items of Equipment (the "Equipment") for use by the Lessee for purposes authorized by law and

WHEREAS the Board had by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 31 7 13 (e) MISS CODE ANN (1972) as amended and

WHEREAS the Board anticipates that it will not issue more than \$10 000 000 00 of qualified tax-exempt obligations during calendar year 2011 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended, ("the Code")

WHEREAS to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986 and

WHEREAS the Hancock Bank of Gulfport, Mississippi, has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 3 06% per month

NOW THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS

SECTION 1 The President and Clerk of the Board (hereinafter the "Authorized Officers") are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a "Governmental Lease Purchase Agreement"), either reference being the "Agreement" and all attachments thereto Such Agreement shall be in substantially the form attached hereto with such appropriate variations omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee's representatives (the "Authorized Officers") executing the Agreement, such consent being evidenced by their signatures

SECTION 2 The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled "Exhibit D - Description of the Equipment" Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and as provided in Section 4 01 of such Lease, the lease term shall commence on the date of acceptance

SECTION 3 The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7 02 of such Lease to establish and maintain the security interest of Hancock Bank in such Equipment

SECTION 4 The Board hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code

SECTION 5 The Lessee and the Board understand Section 8 03 of the Agreement ("Provisions Regarding Insurance") and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

BOARD MEMBER Mr. Lummus seconded the motion and after a full discussion, the same was put to vote with the following results

<u>Mr. Horton</u>	Voted <u>yea</u>
<u>Mr. Lummus</u>	Voted <u>yea</u>
<u>Mr. Davis</u>	Voted <u>yea</u>
<u>Mr. Deane</u>	Voted <u>absent</u>
<u>Mr. McKel</u>	Voted <u>yea</u>

The motion, having received an affirmative vote, was carried and the resolution adopted, this the 24 day of March 2011

By R. B. Davis
Mr R B DAVIS
President, Board of Supervisors

{Seal}

Attest Robbie Robinson
Mr Robbie Robinson
Clerk of Board

Governmental Lease Purchase Agreement

Lessor
Hancock Bank
P O Box 4019
Gulfport, MS 39502

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

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK BANK, a corporation duly organized and existing under the laws of the State of Mississippi (the "Lessor") and the BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI (Lessee) a body corporate and politic duly organized and existing under the laws of the State of Mississippi ("State")

WITNESSETH

WHEREAS Lessor desires to lease the Equipment, as hereinafter defined to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein

NOW THEREFORE for and in consideration of the premises hereinafter contained, the parties hereby agree as follows

ARTICLE I

Covenants of Lessee Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows (a) Lessee is a public body corporate and politic, duly organized and existing under the Constitution and laws of the State. (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body attached hereto as Exhibit "A" or by other appropriate official approval and further represents covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B" (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms (h) The Equipment is, and shall remain during the period this Agreement is in force personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures

ARTICLE II

Definitions The following terms will have the meanings indicated below unless the context clearly requires otherwise

Agreement - means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F"

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4 01 but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

Lessor - means (i) Hancock Bank, a corporation, acting as Lessor hereunder (ii) Any surviving, resulting or transferee corporation and (iii) Except where the context requires otherwise any assignee(s) of Lessor

Original Term - means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date

"Purchase Price" - means the amount which Lessee may in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease of Equipment Lessor hereby demises, leases and lets to Lessee, the Lessee rents leases and hires from Lessor the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term

ARTICLE IV

LEASE TERM

Section 4 01 Commencement of Lease Term

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit F and shall terminate the last day of Lessee's current fiscal year

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI, of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI, as the case may be

Section 4.02 Termination of Lease Term

The Lease Term will terminate upon the earliest of any of the following events (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6 06 (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII, or (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder

ARTICLE V

Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

Rental Payments

Section 6 01 Rental Payments to Constitute a Current Expenses of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues funds or monies of Lessee

Section 6 02 Payment of Rental Payments.

Lessee shall pay Rental Payments, exclusively from legally available funds in lawful money of the United States of America to Lessor or in the event of assignment by Lessor to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due

Section 6 03 Interest and Principal Component.

A portion of each Lease Rental Payment is paid as, and represents payment of interest, and the balance of each Rental Payment is paid as, and represents payment of principal Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term

Section 6 04 Rental Payments to be Unconditional

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor and Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall Lessee

assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances

Section 6 05 Continuation of Lease Term by Lessee

Lessee intends subject to the provisions of Section 6 06 to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law to have such portion of the budget approved.

Section 6 06 Non-appropriation

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current original or Renewal Term Lessee agrees to deliver notice to Lessor of such termination at Least sixty (60) days prior to the end of the then current Original or Renewal Term If this Agreement is terminated under this Section 6 06 Lessee agrees at Lessee's cost and expense peaceably to deliver the Equipment to Lessor at the location specified by Lessor To the extent lawful Lessee shall not, until the date on which the next occurring Renewal Term would have ended expend any funds for the purchase or use of Equipment similar to the Equipment subject to this Agreement.

ARTICLE VII

TITLE TO EQUIPMENT, SECURITY INTEREST

Section 7 01 Title To The Equipment

During the Term of this Agreement, title to the Equipment any and all additions, repairs replacements or modifications shall vest in Lessee subject to the rights of Lessor under this Agreement In the event of default as set forth in Section 13 02 or nonappropriation as set forth in Section 6 06 Title to the Equipment shall immediately vest in Lessor and Lessee will reasonably surrender possession of the Equipment to Lessor Lessee irrevocably hereby designates makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent in fact) with power at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale document, instrument, invoice freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor

Section 7 02 Security Interest.

To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions attachments, accessions and substitutions thereto and on any proceeds therefrom Lessee agrees to execute such additional documents including financing statements certificates of title affidavits, notices and similar instruments in form satisfactory to Lessor which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security of any assignee of Lessor in the Equipment.

ARTICLE VIII

Maintenance, modification taxes, exemption from federal taxation insurance and other charges.

Section 8.01 Maintenance of Equipment by Lessee.

Lessee agrees that at all times during the Lease Term, Lessee will at Lessee's own cost and expense, maintain preserve and keep the Equipment in good repair working order and condition, and that Lessee will from time to time

make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added, if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

Section 8.02 Taxes, Other Governmental Charges and Utility Charges.

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and therefore the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor) Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge retroactively from the date of imposition of the change of tax treatment through the term of each Equipment Lease Schedule under this Agreement during which the change of tax theory is imposed and subsequently thereto as rental payments would otherwise become due, until the end of the lease term. Retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of change of tax treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals specified in the Equipment Lease Schedules.

Section 8.03 Provisions Regarding Insurance

At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of

the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee, as Lessor's interests may appear.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price, whichever is greater.

Any insurance policy pursuant to this Section 8.03 shall be written with Hancock Bank as an additional insured or loss payee, as its interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

The Lessee will at all times carry liability insurance from a third party insurer, such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured.

Under this Agreement, the Lessee is required to maintain property damage insurance from a third party insurer against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately, with regard to property damage insurance, and subject to the terms of this Agreement, including the preceding paragraphs of this Section 8.03, the Lessee may optionally elect to self-insure through a self-insurance program ("Self Insurance") against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self Insurance shall be in the joint names of the Lessor and Lessee with the Lessor and Lessee named as loss payees. With regard to any Self Insurance, which is alternatively elected, chosen, initiated and maintained by the Lessee in order to meet the requirements of this Agreement, the Lessee does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self Insurance which Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self Insurance elected in substitution for third party insurance as required by the Agreement, the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources under its Self Insurance election, to enable the Lessee to meet all of its obligations under this Agreement. The Lessee and the Lessee's Governing Body agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self Insurance. The Lessee and the Lessee's Governing Body individually and collectively understand, that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to the election of Self Insurance, loss, theft, damage or destruction from any cause whatsoever.

Section 8.04 Advances.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof, and all amounts so advanced therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

ARTICLE IX

DAMAGES, DESTRUCTION AND CONDEMNATION USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation.

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein if prior to the termination of the Lease Term (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or

(B) title to or the temporary use of the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person firm or corporation acting under governmental authority Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9 02 hereof

For purposes of Section 8 03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award

Section 9 02 Insufficiency of Net Proceeds

Provided the Equipment is not deemed to be a total loss Lessee shall if Lessee is not in default hereunder cause the repair replacement or restoration of the Property and pay the cost thereof

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss (Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date plus the Rental Payment due on such date plus any other amounts payable by Lessee hereunder and upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement The amount of the Net Proceeds in excess of the then applicable Purchase Price if any may be retained by Lessee Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder Lessee shall make such payments to the extent of any such deficiency Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof

ARTICLE X

DISCLAIMER OF WARRANTIES VENDOR S WARRANTIES, USE OF THE EQUIPMENT

Section 10 01 Disclaimer of Warranties

Lessor makes no warranty or representation either express or implied as to the value, design condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto In no event shall Lessor be liable for any incidental indirect, special or consequential damage in connection with or arising out of this Agreement or the existence furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement

Section 10 02 Vendor's Warranties

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment Lessee's sole remedy for the breach of such warranty indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder Lessee expressly acknowledges that Lessor makes and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment

Section 10 03 Use of the Equipment

Lessee will not install use operate or maintain the Equipment improperly carelessly in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses if any necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation with respect to the use maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative administrative or judicial body exercising any power or jurisdiction over the items of the Equipment, provided however that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI

Option to Purchase At the request of Lessee Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate (a) At the end of the Lease Term (including Renewal Terms) upon payment in full of the Rental Payments and other amounts payable by Lessee hereunder or (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price or (c) If the Lease Term is terminated pursuant to Article IX of this Agreement

ARTICLE XII

ASSIGNMENT SUBLEASING INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01 Assignment by Lessor

This Agreement, and the obligations of Lessee to make payments hereunder may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution without the necessity of obtaining the consent of Lessee Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor or the assignee Lessee agrees to execute all documents including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

Section 12 02 No Sale, Assignment or Subleasing by Lessee

This Agreement and the interest of Lessee in the Equipment may not be sold assigned or encumbered by Lessee without the prior written consent of Lessor

Section 12.03 Release and Indemnification Covenants.

To the extent permitted by the laws and Constitution of the State Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability obligations losses claims and damages whatsoever regardless of cause thereof, and expenses in connection therewith including, without limitation, counsel fees and expenses penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering acquisition use operation condition, purchase, delivery rejection storage or return of any item of the Equipment or any accident in connection with the operation use condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects malfunctions breakdowns or infirmities of the Equipment.

ARTICLE XIII

EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

Section 13 01 Events of Default by Lessee Defined

With respect to Lessee, the following shall be Events of Default under this Agreement and the terms "Event of Default" and "Default" shall mean whenever they are used in this Agreement, any one or more of the following events (a) Failure by Lessee to pay any Rental Payment or other payment

required to be paid hereunder at the time specified herein or (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13 01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however if the failure stated in the notice cannot be corrected within the applicable period Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected or (c) Breach of any material representation or warranty by Lessee under this Agreement; or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in such proceeding or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter

The foregoing provisions of this Section 13 01 are subject to (i) the provisions of Section 6 06 hereof with respect to nonappropriation and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof Lessee shall not be deemed in default during the continuance of such inability The term force majeure as used herein shall mean without limitation the following Acts of God, strikes lockouts or other industrial disturbances acts of public enemies order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials or any civil or military authority insurrections riot, landslides earthquakes fire storms droughts floods or explosions

Section 13 02 Remedies on Default.

Whenever any event of default referred to in section 13 01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps (a) with or without terminating this Agreement, retake possession of the Equipment and sell lease or sublease the Equipment for the account of Lessee to be applied to Lessee's obligations hereunder holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date plus any other amounts payable by Lessee hereunder including, but not limited to attorney's fees expenses and costs of repossession (b) Require Lessee Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6 06 and 8 01 hereof

If the Lessor is unable to repossess the Equipment for any reason the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof; and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment

Section 13.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV

LESSOR'S WARRANTIES

Section 14 01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder the Lessor warrants that. (a) It has the right to lease the same to Lessee (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7 02 of this Agreement. (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Notices.

All notices certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail postage prepaid, to the parties at their respective places of business

Section 15 02 Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns

Section 15 03 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof

Section 15 04 Amendments.

The terms of this Agreement shall not be waived altered modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

Section 15 05 Execution in Counterparts

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15 06 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi

Section 15.07 Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of the Agreement.

Section 15 08 Entire Agreement.

This Agreement constitutes the entire Agreement between Lessor and Lessee No waiver consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties and then such waiver consent, modification or change shall be effective only in the specific instance and for the specific purpose given There are no understandings agreements representations or warranties express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals

IN WITNESS WHEREOF Lessor has executed this Agreement in its corporate name with its corporate seal hereunder affixed and attested by its duly authorized officer and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers All of the above occurred as of the date first written below

LESSOR HANCOCK BANK

LESSEE BOARD OF SUPERVISORS
OF CLAY COUNTY, MS

By *Jonathan King*
MR. JONATHAN KING
PUBLIC FINANCE OFFICER

As of 3/24, 2011

By *R B Davis*
MR. R. B DAVIS
PRESIDENT BOARD OF SUPERVISORS

As of 3/24, 2011

ATTEST

By *Robbie Robinson*
MR. ROBBIE ROBINSON
CLERK OF BOARD

{COUNTY SEAL}

As of 3/24, 2011

EXHIBIT "A"
RESOLUTION OF LESSEE

CERTIFICATE OF RECORDING OFFICER

1 I am the duly appointed, qualified and acting Chancery Clerk of Clay County, Mississippi and keeper of the records thereof, including the minutes of its proceedings,

2 A meeting was duly convened on March 24th, 2011 in conformity with all applicable requirements, a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed, considered and adopted in conformity with applicable requirements, and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed

3 I am duly authorized to execute this Certificate, and

4 The copy of the instrument annexed hereto, entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAYCOUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT FINDING THAT HANCOCK BANK (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF LESSEE (continued)

Is a true, correct and compared copy of the original instrument referred to in said minutes and as finally enacted at said meeting, is in full force and effect and, to the extent required by law, has been duly signed or approved by the proper officer or officers and is on file and of record

DATED as of this the 24 day of March, 2011

CLAYCOUNTY BOARD OF SUPERVISORS

(SEAL)

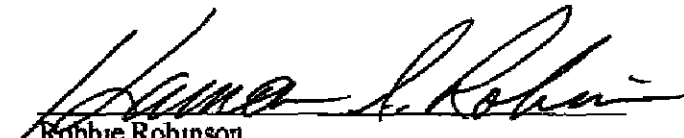

Robbie Robinson
Chancery Clerk of Clay County

EXHIBIT "B"

{ATTACH LEGAL & TAX OPINION FROM LESSEE'S COUNSEL}

EDWARDS, STOREY, MARSHALL, HELVESTON & EASTERLING, LLP

ATTORNEYS AT LAW

A M EDWARDS JR
1926 2007

PO BOX 835 103 E BROAD STREET
WEST POINT MS 39773

PHONE (662) 494-5184 FAX (662) 494-4836
E-MAIL esmhe@esmhe.net
WEBSITE [http //www esmhe net](http://www.esmhe.net)

THOMAS B STOREY JR
ROBERT B MARSHALL, JR
JAMES C HELVESTON
MICHELLE D EASTERLING

March 28, 2011

Hancock Bank
Public Finance Department
Post Office Box 4019
Gulfport, MS 39502

Re *Lease - Purchase of Equipment by Board of Supervisors of
Clay County, Mississippi*

Gentlemen

Pursuant to your request, we hereby render the following opinion regarding the Governmental Lease Purchase Agreement (the "Agreement") dated March 24, 2011 between the Board of Supervisors of Clay County, Mississippi (the "Lessee") and Hancock Bank (the "Lessor")

We have acted as counsel to the Lessee with respect to certain legal matters pertaining to the Agreement and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the governing body of the Lessee and any other governing authority, and other instruments of public officials, Lessee, and other persons as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that

1 Lessee has full power, authority and legal right to purchase equipment as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement have been duly authorized by all necessary action on the part of the Lessee and any other governing authority and does not require the approval of, or giving of notice to, any other federal, state, local or foreign governmental authority and does not contravene any law binding on Lessee or contravene any indenture, credit agreement or

other agreement to which Lessee is a party or by which it is bound. The Agreement grants the Lessor a valid, first priority security interest in the Equipment.

2. The Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.

3. All required procedures and laws for the purchase of the equipment and the execution, delivery and performance of the Agreement, including competitive bidding, if applicable, have been complied with, and all will be paid out of funds which are legally available for such purposes.

4. With respect to the tax-exempt status of the portion of rental payments under the Agreement, under present law:

(a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations and rulings thereunder.

(b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury regulations and rulings thereunder. The interest portion of the rental payments under the terms of the Agreement is exempt from Mississippi Income Taxation.

5. The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.

6. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

Hancock Bank
March 28, 2011
Page Three

This opinion is being furnished to you in connection with the above referenced transaction. The opinions expressed herein are for the sole benefit of and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without prior written consent

Sincerely,

EDWARDS, STOREY, MARSHALL,
HELVESTON & EASTERLING, LLP

A handwritten signature in black ink, appearing to read 'TBSjr', is written over the printed name of Thomas B. Storey, Jr.

Thomas B Storey, Jr

TBSjr vjr

EXHIBIT "C"
CERTIFICATE AS TO ARBITRAGE

We, the undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated March 24, 2011 and issued said date hereby certify that

- 1 The Agreement was issued by the Lessee under and pursuant to SEC 31-7-13(e) MISS CODE ANN (1972) Law to finance the acquisition of certain equipment described therein
- 2 Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement Said equipment will be used in furtherance of the public purposes of the Lessee The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement
- 3 The Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amount equal to the required payments under the Agreement The remaining general funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement
- 4 The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised than any adverse action by the Commissioner of Internal Revenue is contemplated

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed

IN WITNESS WHEREOF, we have hereunto set our hands this 24 day of March 2011

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By R B Davis
R B DAVIS
Board President


By Robbie Robinson
ROBBIE ROBINSON
Clerk of Board

EXHIBIT "D"
DESCRIPTION OF EQUIPMENT

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated March 4, 2011 entered into between Hancock Bank and the Board of Supervisors of Clay County, Mississippi. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By 
R B DAVIS
Board President

By 
ROBBIE ROBINSON
Clerk of Board

MISSOURI STATE HIGHWAY PATROL
Motor Equipment Division
P O Box 568
Jefferson City, MO 65102
VEHICLE SALES INVOICE

Invoice Number 20110029

Page 1 of 1

Under provisions of 43 260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles

SD-138b

(1) Year and Make of Vehicle 2008 Ford Crown Victoria Title Number TGC21500 C-3
Serial Number 2FAHP71V88X161750 P Number 8323 Price ~~\$13,250.00~~
Comments Milage 54411 smoke stone PO# 29754

ENTERED

SD-1381

(2) Year and Make of Vehicle 2008 Ford Crown Victoria Title Number TLC98042 C-9
Serial Number 2FAHP71V88X161751 P Number 8336 Price ~~\$13,250.00~~
Comments Milage 54404 smoke stone PO# 29754

SD-1382

(3) Year and Make of Vehicle 2009 Ford Crown Victoria Title Number TDD55080 C-5
Serial Number 2FAHP71V99X131241 P Number 9045 Price \$14 750 00
Comments Milage 54453 white PO# 29753

(4) Year and Make of Vehicle 2009 Ford Crown Victoria Title Number TPD72919 C-2
Serial Number 2FAHP71V39X161750 P Number 9125 Price ~~\$14,750.00~~ PO# 29754
Comments Milage 55115 smoke stone

(5) Year and Make of Vehicle _____ Title Number _____
Serial Number _____ P Number _____ Price _____
Comments _____ Fund _____
Exp # 001 209 915

Agency Clay County Amount _____
Address P O Box 815 West Point, MS 39773 662 494-2896 41 250
By [Signature] Title [Signature] Date 2/23/11

Upon receipt of a check in the amount of \$56,000 00, payable to the Missouri State Highway Patrol title(s) to the above identified vehicle(s) will be transferred to the above buyer No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol

MISSOURI STATE HIGHWAY PATROL [Signature]

Total ~~41,250.00~~
PO# 29754

By [Signature] Title Fleet Control Coordinator Date 2/23/11

EXHIBIT "E"
RENTAL PAYMENTS

Monthly rentals on this agreement are \$1,200.69 The first rental due on this agreement will be due on the 11th day of May 2011 and subsequent monthly rentals will be due on the 11th day of each month thereafter. The lease term of this agreement is 36 monthly payments with a \$1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.

Clay County, MS LP Series 2011
 \$41,250, 3.06%, 36 Months
 Three (3) Used Crown Victorias

Compound Period Monthly

Nominal Annual Rate 3.060 %
 Effective Annual Rate 3.103 %
 Periodic Rate 0.2550 %
 Daily Rate 0.00838 %

CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Loan	04/11/2011	41,250.00	1	
2 Payment	05/11/2011	1,200.69	36 Monthly	04/11/2014

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 04/11/2011				41,250.00
1 05/11/2011	1,200.69	105.19	1,095.50	40,154.50
2 06/11/2011	1,200.69	102.39	1,098.30	39,056.20
3 07/11/2011	1,200.69	99.59	1,101.10	37,955.10
4 08/11/2011	1,200.69	96.79	1,103.90	36,851.20
5 09/11/2011	1,200.69	93.97	1,106.72	35,744.48
6 10/11/2011	1,200.69	91.15	1,109.54	34,634.94
7 11/11/2011	1,200.69	88.32	1,112.37	33,522.57
8 12/11/2011	1,200.69	85.48	1,115.21	32,407.36
2011 Totals	9,605.52	762.88	8,842.64	
9 01/11/2012	1,200.69	82.64	1,118.05	31,289.31
10 02/11/2012	1,200.69	79.79	1,120.90	30,168.41
11 03/11/2012	1,200.69	76.93	1,123.76	29,044.65
12 04/11/2012	1,200.69	74.06	1,126.63	27,918.02
13 05/11/2012	1,200.69	71.19	1,129.50	26,788.52
14 06/11/2012	1,200.69	68.31	1,132.38	25,656.14
15 07/11/2012	1,200.69	65.42	1,135.27	24,520.87
16 08/11/2012	1,200.69	62.53	1,138.16	23,382.71
17 09/11/2012	1,200.69	59.63	1,141.06	22,241.65
18 10/11/2012	1,200.69	56.72	1,143.97	21,097.68
19 11/11/2012	1,200.69	53.80	1,146.89	19,950.79
20 12/11/2012	1,200.69	50.87	1,149.82	18,800.97
2012 Totals	14,408.28	801.89	13,606.39	
21 01/11/2013	1,200.69	47.94	1,152.75	17,648.22
22 02/11/2013	1,200.69	45.00	1,155.69	16,492.53
23 03/11/2013	1,200.69	42.06	1,158.63	15,333.90
24 04/11/2013	1,200.69	39.10	1,161.59	14,172.31
25 05/11/2013	1,200.69	36.14	1,164.55	13,007.76
26 06/11/2013	1,200.69	33.17	1,167.52	11,840.24

Clay County, MS LP Series 2011

\$41,250, 3.06%, 36 Months

Three (3) Used Crown Victorias

Date	Payment	Interest	Principal	Balance
27 07/11/2013	1,200 69	30 19	1,170 50	10,669 74
28 08/11/2013	1,200 69	27 21	1,173 48	9,496 26
29 09/11/2013	1,200 69	24 22	1,176 47	8,319 79
30 10/11/2013	1,200 69	21 22	1,179 47	7,140 32
31 11/11/2013	1,200 69	18 21	1,182 48	5,957 84
32 12/11/2013	1,200 69	15 19	1,185 50	4,772 34
2013 Totals	14,408 28	379 65	14,028 63	
33 01/11/2014	1,200 69	12 17	1,188 52	3,583 82
34 02/11/2014	1,200 69	9 14	1,191 55	2,392 27
35 03/11/2014	1,200 69	6 10	1,194 59	1,197 68
36 04/11/2014	1,200 69	3 01	1,197 68	0 00
2014 Totals	4,802 76	30 42	4,772 34	
Grand Totals	43,224 84	1,974 84	41,250 00	

EXHIBIT "F"
ACCEPTANCE CERTIFICATE

The undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee under the Governmental Lease Purchase Agreement (the "Agreement") dated March 24, 2011 with HANCOCK BANK ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this April 11, 2011 and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By 
R B DAVIS
Board President

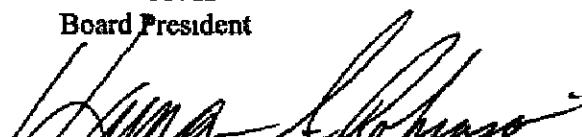
By 
ROBBIE ROBINSON
Clerk of Board

EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO HANCOCK BANK
RE Governmental Lease Purchase Agreement

Gentlemen


Reference is made to that certain Governmental Lease Purchase Agreement, dated March 24, 2011 ("Lease"), between Lessor and us, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By: 
R B DAVIS
Board President

By: 
ROBBIE ROBINSON
Clerk of Board

**Exhibit H
BILL OF SALE**

For and in consideration of the purchase price of \$41,250 00 paid by Hancock Bank, Gulfport, Mississippi ("Lessor"), to the Clay County, Mississippi ("Lessee/Vendor"), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now in the possession of Lessee as described on Exhibit D and the attachments thereto

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of March 24, 2011 between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale

24 IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this day of March 2011

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY R B Davis
R B DAVIS
Board President

BY Robbie Robinson
ROBBIE ROBINSON
Clerk of Board

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

Under Internal Revenue Code section 149(e)

Caution If the issue price of the issue is \$100,000 or more use Form 8038-G

Part I Reporting Authority Check box if Amended Return

1 Issuer's name
Board of Supervisors Clay County, MS

2 Issuer's employer identification number
64 6000252

3 Number and street (or P.O. box if mail is not delivered to street address)
PO Box 815

4 City town or post office state and ZIP code
West Point MS 39773

5 Report number (For IRS Use Only)
5

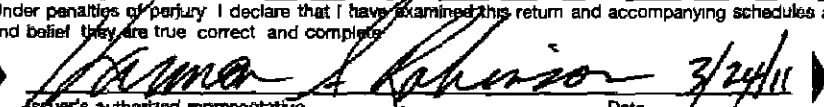
6 Name and title of officer or legal representative whom the IRS may call for more information
Mr Robbie Robinson

7 Telephone number of officer or legal representative
(662) 494-3124

Part II Description of Obligations Check one a single issue or a consolidated return

8a Issue price of obligation(s) (see instructions)	8a	
8b Issue date (single issue) or calendar date (consolidated) Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) 04 / 11 / 2011		
9 Amount of the reported obligation(s) on line 8a that is:	9a	
a For leases for vehicles	9b	\$41 250 00
b For leases for office equipment	9c	
c For leases for real property	9d	
d For leases for other (see instructions)	9e	
e For bank loans for vehicles	9f	
f For bank loans for office equipment	9g	
g For bank loans for real property	9h	
h For bank loans for other (see instructions)	9i	
i Used to refund prior issue(s)	9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example bond bank)	9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception) check this box <input checked="" type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>		
12 Vendor's or bank's name Hancock Bank		
13 Vendor's or bank's employer identification number 64 0169065		

Under penalties of perjury I declare that I have examined this return and accompanying schedules and statements and to the best of my knowledge and belief they are true correct and complete.

Sign Here  **Mr Robbie Robinson Chancery Clerk**
 Issuer's authorized representative Date Type or print name and title

Paid Preparer's Use Only

Preparer's signature _____ Date _____ Check if self-employed Preparer's SSN or PTIN _____
 Firm's name (or yours if self-employed) address, and ZIP code _____ EIN _____
 Phone no () _____

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G (Information Return for Tax-Exempt Governmental Obligations).

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File
 To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.
 To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.
Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 2002-48, 2002-2 C.B. 531. If it is determined that the failure to file on time is not due to willful neglect, type or print at the top of the form "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.

Where To File
 File Form 8038-GC and any attachments with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required
 For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement
 If you wish to request an acknowledgement receipt of this return by the IRS, you must provide the following:

314

Exhibit J
ASSIGNMENT OF PURCHASE ORDERS

For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby, sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor

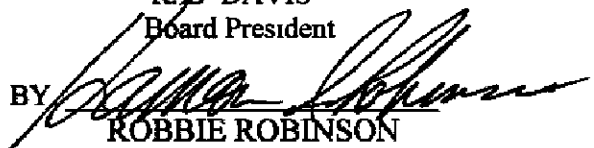
This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of March 24, 2011 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment

EXECUTED this 24 day of March 2011

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY 
R. B. DAVIS
Board President

BY 
ROBBIE ROBINSON
Clerk of Board

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

Requisition # 16257

OPEN

PO # 29754
Date 2/18/2011

Vendor # 5862

Bill to
CLAY COUNTY SHERIFF'S DEPT
330 W. BROAD ST
P O BOX 142
WEST POINT MS 39773-0000

MISSOURI STATE HIGHWAY PATROL
MOTOR EQUIPMENT DIVISION
P O BOX 568
JEFFERSON CITY MO 65102-0000

Ship to
CLAY COUNTY SHERIFF'S DEPT
330 W BROAD ST
P O BOX 142
WEST POINT MS 39773-0000

Bid Date

Contract Date

QUANTITY	DESCRIPTION		PRICE	TOTAL
2 00	2008 VEHICLES	012- -	13250 00	26500 00
1 00	2009 VECHILE	012- -	14750 00	14750 00

TOTAL AMOUNT OF PURCHASE ORDER 41250 00


Purchase Clerk

ORIGINAL DATE OF PRINT 2/18/2011 14 39 36

Exhibit K
ASSIGNMENT OF INVOICES


For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices")

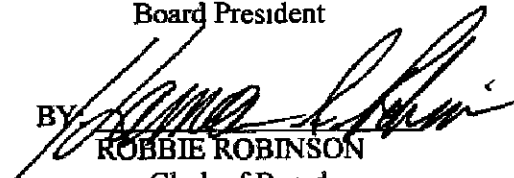
The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of March 27, 2011 by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement

This Assignment of Invoices is executed as of this 27 day of March 2011

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY 
R B DAVIS
Board President

BY 
ROBBIE ROBINSON
Clerk of Board

MISSOURI STATE HIGHWAY PATROL
Motor Equipment Division
P O Box 568
Jefferson City, MO 65102
VEHICLE SALES INVOICE

Invoice Number 20110029

Page 1 of 1

Under provisions of 43 260 RSMo the Missouri State Highway Patrol is authorized to sell the following used vehicles

(1) Year and Make of Vehicle 2008 Ford Crown Victoria Title Number TGC21500
Serial Number 2FAHP71V68X161750 P Number 8323 Price \$13,250 00
Comments Milage 54411

(2) Year and Make of Vehicle 2008 Ford Crown Victoria Title Number TLC98042
Serial Number 2FAHP71V88X161751 P Number 8336 Price \$13 250 00
Comments Milage 54404

(3) Year and Make of Vehicle 2009 Ford Crown Victoria Title Number TDD55080
Serial Number 2FAHP71V99X131241 P Number 9045 Price \$14 750 00
Comments Milage 54453

(4) Year and Make of Vehicle 2009 Ford Crown Victoria Title Number TPD72919
Serial Number 2FAHP71V39X134667 P Number 9125 Price \$14 750 00
Comments Milage 55115

(5) Year and Make of Vehicle _____ Title Number _____
Serial Number _____ P Number _____ Price _____
Comments _____

Agency Clay County

Address P O Box 815 West Point, MS 39773 662-494 2896

By [Signature] Title [Signature] Date 2/23/11

Upon receipt of a check in the amount of \$56,000 00 payable to the Missouri State Highway Patrol title(s) to the above identified vehicle(s) will be transferred to the above buyer No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol

MISSOURI STATE HIGHWAY PATROL

By [Signature] Title Fleet Control Coordinator Date 2/23/11

**EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

We, the undersigned representatives of the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that ~~certain agreement~~ entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated March 24, 2011 and issued said date hereby certify that

- 1 This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986
- 2 The Lease being issued by Lessee is in calendar year 2011
- 3 No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit
- 4 To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
- 5 Including the Lease herein so designated, Lessee has not designated more than \$10,000,000 00 of obligations issued during calendar year 2011 as qualified tax-exempt obligations
- 6 Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2011 will not exceed \$10,000,000 00

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed

IN WITNESS WHEREOF, we have hereunto set our hands this 24 day of March 2011

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By R. B. Davis
R. B. DAVIS
Board President

By Robbie Robinson
ROBBIE ROBINSON
Clerk of Board

EXHIBIT M
AGREEMENT TO TENDER VEHICLE TITLE TO LESSOR

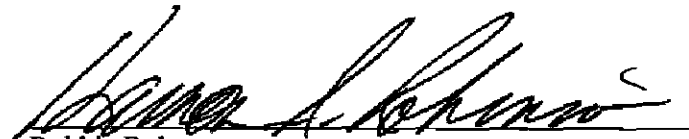
We, the undersigned officers of Clay County, Mississippi ("Lessee"), being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement (the "Agreement") dated as of March 24 2011 hereby agree to give to Hancock Bank ("Lessor") the title to the vehicle being financed through the above referenced Agreement within ten days of receipt of the title from the State of Mississippi

Upon receipt of the vehicle title from the Lessee, Hancock Bank will file a title application with the State of Mississippi in order that Hancock Bank may be shown as lien holder on the vehicle

IN WITNESS WHEREOF, we have hereunto set our hands as of this the 24th day of March, 2011



R.B. Davis
Board President



Robbie Robinson
Clerk of the Board

CLAY COUNTY West Point, MS

5862

MISSOURI STATE HIGHWAY PATROL

54149

INVOICE DATE	INVOICE NUMBER	PO NUMBER	ACCOUNT	DESCRIPTION	INVOICE AMOUNT
2/23/2011	20110029	29753	012-219-915	VEHICLES	14750 00
2/23/2011	20110029A	29754	001-200-915	VEHICLES	41250 00
				TOTAL AMOUNT OF CHECK	54149
					56000 00



CLAY COUNTY, MISSISSIPPI

GENERAL COUNTY FUND
P O BOX 815 • (662) 494-3124
WEST POINT, MS 39773

BANK FIRST
P O BOX 325
WEST POINT MISSISSIPPI 39773
85-178/642

<u>CLAIM #</u>	<u>VENDOR #</u>	<u>CHECK #</u>	<u>DATE</u>	<u>AMOUNT</u>
3596	5862	54149	3/10/2011	\$*****56000 00

*****56000 DOLLARS & 00 CENTS

VOID AFTER 90 DAYS

PAY TO THE ORDER OF
MISSOURI STATE HIGHWAY PATROL
MOTOR EQUIPMENT DIVISION
P O BOX 568
JEFFERSON CITY MO 65102

NON-NEGOTIABLE

CHANCERY CLERK

DEPUTY CHANCERY CLERK

⑈054149⑈ ⑆084201786⑆ ⑈0006205173⑈



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
4/8/2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

AGENCY Boyles Moak Insurance Services 315 Newpointe Dr Ridgeland MS 39157 FAX (A/C No.) (601) 605-4060 E-MAIL ADDRESS bford@boylesmoak.com CODE AGENCY CUSTOMER ID# 00016004 INSURED Clay County Board of Supervisors P O Box 815 West Point MS 39773		COMPANY OneBeacon America Insurance Company P O Box 16447 Jackson MS 39236-6447 LOAN NUMBER POLICY NUMBER EFFECTIVE DATE 9/1/2010 EXPIRATION DATE 9/1/2011 CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED	
--	--	---	--

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 2009 Ford/Crown Victoria 2FAHP71V39X134667
 See Attached Overflow Pages

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OR ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Collision		500
Comprehensive		500
Liability CSL	750,000	
UM/UIM CSL	750,000	

REMARKS (Including Special Conditions)

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

ADDITIONAL INTEREST

Hancock Bank Public Finance Officer Jonathan King P O Box 4019 Gulfport, MS 39502	<input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE Bob Ford/PAB <i>Bob Ford</i>	

ACORD 27 (2006/07)
 INS027 (200607)a

The ACORD name and logo are registered marks of ACORD

© ACORD CORPORATION 1993 2006 All rights reserved

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No	Edition Date
115	2008 Ford/Crown Victoria 2FAHP71V88X161751	COMP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			500	
Premium				
115	2008 Ford/Crown Victoria 2FAHP71V88X161751	COLL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			500	
Premium				
116	2008 Ford/Crown Victoria 2FAHP71V68X161750	COMP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			500	
Premium				
116	2008 Ford/Crown Victoria 2FAHP71V68X161750	COLL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			500	
Premium				
	Collision	COLL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			500	
Premium				
	Comprehensive	COMP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			500	
Premium				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED subject to the terms and conditions of the policy certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

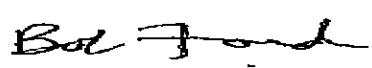
PRODUCER Boyles Moak Insurance Services 315 Newpointe Dr Ridgeland MS 39157		CONTACT NAME Ann Busby PHONE (A/C, No, Ext) (601) 605-3080 FAX (A/C, No) (601) 605-4060 E-MAIL ADDRESS abusby@boylesmoak.com PRODUCER CUSTOMER ID # 00016004	
INSURED Clay County Board of Supervisors P O Box 815 West Point MS 39773		INSURER(S) AFFORDING COVERAGE INSURER A OneBeacon America Insurance INSURER B INSURER C INSURER D INSURER E INSURER F	

COVERAGES **CERTIFICATE NUMBER: CL114802075** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		791000340	9/1/2010	9/1/2011	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS COMP/OP AGG \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		791000340	9/1/2010	9/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UM CSL BI & PD \$ 750,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)
 Hancock Bank is named as loss payee for the following vehicles and additional insured
 2008- Ford Crown Victoria 2FAHP71V39X134667
 2008 Ford Crown Victoria
 2FAHP71V88X161751

CERTIFICATE HOLDER Hancock Bank Public Finance Officer Jonathan King P O Box 4019 Gulfport, MS 39502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE Bob Ford/PAB 
--	--

COMMENTS/REMARKS

2008 Ford Crown Victoria
2FAHP71V68X161750

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC

PURCHASE REQUISITION

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

Requisition 16257

Related Purchase Order No 29754

CCSO
County Department or Office

2-18-11
Date

Budget to be Charged

Date Needed

Sheriff
Delivery to

Delivery to

Quantity Requested	Description of Items Requested	(For Purchase Clerk s Use Only)
3	CARS	4,250 ⁰⁰⁰ ₀₀₀
	2-2008 @ 13,250 ⁰⁰⁰ ₀₀₀ ea.	
	1-2009 @ 14,750 ⁰⁰⁰ ₀₀₀ ea.	
	Missouri State Highway Patrol	
	Motor Equipment Division	
	P.O Box 568	
	Jefferson City, MO 65102	
	tel # 573 - 751-4721	
	fax # 573 - 526-2277	

MY OFFICE PRODUCTS—TUPELO MS 38801

Approved [Signature]
Authorized Signature

RECEIVING REPORT
CLAY COUNTY
West Point MS 39773

28091

Vendor Missouri State Highway Patrol Date Received 2/26/11
Motor Equipment Division

TO BE FILLED IN BY PURCHASE CLERK
Purchase Requisition Number 16257
Purchase Order Number 29754

Shipped From Jefferson City, MO

Shipped Via E. Scott, Bobby Grimes, B. Pettit

Quantity Received	Description of Commodities or Services Received
1	2009 Ford Crown Victoria
2	2008 Ford Crown Victoria

Received By Michael A Weaver
Receiving Clerk Inventory Custodian or Deputy

Agrees with Purchase Order Except as Noted
Ginger Allen
Clerk (Purchase Dept or Accounting Dept)

- INSTRUCTIONS**
- 1 A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services.
 - 2 Copy 1 shall be sent to the clerk of the board of supervisors
 - 3 Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk if applicable)
 - 4 The clerk of the board shall attach the purchase requisition, purchase order and receiving report to the vendor's properly itemized invoice prior to entry upon the docket of claims
 - 5 Copy 4 shall be retained in the office of the receiving clerk

WHITE Clerk of Board of Supervisors / CANARY Requisition Department / BLUE Purchase Clerk File / PINK Office of Receiving Clerk

IN THE MATTER OF PAYING THE CLAY COUNTY MISSISSIPPI CONSTABLES
ACCORDING TO SB2860 BASED UPON THEIR GROSS FEE INCOME

There came on this day for consideration the matter of paying the Clay County Mississippi Constables according to SB2860 based upon their gross fee income

It appears to this Board that the attached exhibit A reflects the gross fee income of constables Sherman Ivy and Lewis Stafford for the month of March 2011 submitted by the Justice Court Clerk and

It appears that the attached exhibit B represents the calculations of estimated contributions due the Public Employees Retirement System for each constable and the net fee income to be paid each constable

After motion by Mr. Horton and second by Mr. McKee this Board doth vote unanimously to have the Chancery Clerk transfer \$432.30 to the payroll clearing account to be remitted to the Public Employees' Retirement System on behalf of the Clay County Constable and to pay Sherman Ivy \$1873.45 and Lewis Stafford \$1624.25 as net fee income after Public Employees Retirement System deduction withheld for the month of March 2011

SO ORDERED this the 24th day of March 2011

R B Darn
PRESIDENT

Clay County, Ms
Calculation of Estimated Contributions/Wages For Constables
As of March 20, 2011

Calculation

	Lewis Stafford	Sherman Ivy	
Gross Fee Income *	\$1,825 00	\$2,105 00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$200 75</u>	<u>\$231 55</u>	
Estimated Contributions	\$200 75	\$231 55	
Divided by PERS EE/ER	21 00%	21 00%	
Estimated Wages To Be Reported To PERS	<u>\$955 95</u>	<u>\$1,102 62</u>	
Estimated Wages	\$955 95	\$1,102 62	
Multiplied by PERS EE Rate	9 00%	9 00%	
Estimated PERS EE Contributions	<u>\$86 04</u>	<u>\$99 24</u>	
Estimated Wages	\$955 95	\$1,102 62	
Multiplied by PERS ER Rate	12 00%	12 00%	
Estimated PERS ER Contributions	<u>\$114 71</u>	<u>\$132 31</u>	

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

Estimated Wages	\$955 95	\$1,102 62	
Estimated PERS EE Contributions	\$86 04	\$99 24	185 27
Estimated PERS ER Contributions	\$114 71	\$132 31	247 03
Total Estimated Contributions	<u>\$200 75</u>	<u>\$231 55</u>	

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

Gross Fee Income	\$1,825 00	\$2,105 00
Less Total Estimated PERS EE/ER Contrib	<u>\$200 75</u>	<u>\$231 55</u>
Net Gross	<u>\$1,624 25</u>	<u>\$1,873 45</u>

Need an order to transfer to Payroll Clearing fund \$ 432 30 to remit with Retirement Contributions

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

IN THE MATTER OF A PERMIT APPLICATION FOR A UTILITY EASEMENT

There came on this day for consideration the matter of a permit application for a utility easement.

This Board doth vote unanimously to approve the attached permit application of ATE/T
at Town Creek Rd., which has been approved by the County
Engineer Robert Calvert.

SO ORDERED, this the 24th day of March, 2011.

BBR
PRESIDENT

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR
THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN ROAD OR HIGHWAY RIGHT-OF-WAY

FACILY ALONG OR ACROSS Town Creek Rd COUNTY ROAD

PROJECT NO _____ COUNTY OF _____

UTILITY NAME AT&T BY Mrg OSP Plng & Dsgn (Company Title)

ADDRESS 1002 Main St, Columbus, MS 39701 herein called APPLICANT, Proposes to construct telecommunications Utility Facility Along or across Town Creek Rd (Name of Road) County road, said facility to be installed between Sta _____ and Sta _____ of Project No _____ and within road or highway right-of-way, and hereby makes application to the County for the construction permit Attached hereto are drawings or plans for the construction which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative

WHEREAS, the legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public highways and streets within the State of Mississippi, Applicant agrees to comply with the applicable provisions of S O P No SAD II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Highways (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated January 1, 1983, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specification for the Project

The Applicant shall be responsible for future maintenance and repair of the facilities The Applicant shall make future adjustment in, or relocate, the facilities located within road or highway right-of-way when required for highway widening or other highway construction, and its right to reimbursement of its costs, if any, shall be in accordance with State law in effect at the time such adjustment or relocation is made Futher, any maintenance, repair or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic

FORM-SAD ROW-U2

A general description of the size, type, nature, and extent of the Utility work to be done is as follows

Place approximately 50' fiber cable starting @ the intersection of Town Creek Rd and HWY 50 E to the cell tower drive on the W side of Town Creek Rd

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not place within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this application.

The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans

Clay County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location construction and maintenance of the County Highway and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation
- (3) If the County Engineer or other authorized representative of the Board of Supervisors approved the drawings sketches and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation, if the drawings sketches and plans are not approved he shall promptly notify the Applicant, and advise it of the reason or reasons He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint highway construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S 107 18 Mississippi Standard Specifications for State Aid Road and Bridge Construction, 1989 edition (or current edition)
- (5) Should any term or provision of this Applicant Agreement conflict with the law of the State of Mississippi the Mississippi Constitution or the United States Constitution or impair or deny to the Applicant or the County any right protected thereby it shall be deemed amended to conform to said law or Constitution

WITNESS the signature of the Applicant this the 1st day of March, 2011

By *Karon L. Scott*
Title Mgr OSP Png & Dsgn

AGREED TO AND APPROVED BY

Clay COUNTY

BOARD OF SUPERVISORS

By *Robert L. Calvert*
County Engineer

3/24/2011
(month) (day) (year)

BY ORDER OF THE BOARD OF SUPERVISORS, Dated the 24th Day of March
19/20 11, of *Clay* County, Mississippi. The permit for the
installation or adjustment of the utility applied for above is granted.


NO _____

IN THE MATTER OF ADVERTISING FOR SEALED BIDS FOR PROJECT NO SAP-13(6)M

There came on this day for consideration the matter of advertising for sealed bids for
Project No SAP-13(6)M

After motion by Mr Lummus and second by Mr McKee this Board doth vote
unanimously to have the Clerk of this Board to cause to be published in the Daily Times Leader
the attached Notice to Contractors marked as exhibit A

So ordered this the 24th day of March, 2011



President

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AND
CLAY COUNTY BOARD OF SUPERVISORS

SECTION 900

NOTICE TO CONTRACTORS

Sealed bids will be received by the Board of Supervisors of Clay County, Mississippi at the Clay County Courthouse West Point Mississippi until 10 00 am on the 5th day of May 2011 and shortly thereafter publicly opened for the construction of 8 805 miles of STRIPING AND SIGNING on ROADS "A" & "B" being known as Project No SAP-13(6)M in Clay County Mississippi

PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>
<u>ROADWAY ITEMS</u>		
MAINTENANCE OF TRAFFIC	LUMP SUM	LS
ADDITIONAL CONSTRUCTION SIGNS	0 000	SF
4" WIDE THERMOPLASTIC EDGE STRIP (CONTINUOUS WHITE) (60 mil)	17 384	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90 mil)	7 861	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 mil)	31 650 000	LF
THERMOPLASTIC LEGEND (WHITE) (120 mil)	1,110 000	LF
THERMOPLASTIC LEGEND (WHITE) (120 mil)	125 000	SF
REFLECTORIZED TRAFFIC WARNING SIGN (ENCAPSULATED LENS)	25 000	EA
REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	15 000	EA
REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	32 000	EA
REFLECTORIZED ADVANCED WARNING SIGN (ENCAPSULATED LENS)	2 000	EA

Exhibit A

NOTICE TO CONTRACTORS

CONTRACT TIME 30 Working Days

BASIS OF AWARD

The award, if made, will be made to the lowest qualified bidder on the basis of published quantities

The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, or national origin in consideration for an award

PLANS AND SPECIFICATIONS are on file in the Office of the Chancery Clerk of Clay County the County Engineer's office and the Office of the State Aid Engineer 412 E Woodrow Wilson Avenue, Jackson, Mississippi This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction

PLANS AND PROPOSALS may be secured from Robert L Calvert, County Engineer for Clay County, Mississippi, P O Drawer 1078 West Point The Cost is fifty dollars (\$50 00) for plans and fifty dollars (\$50 00) for the proposal, non-refundable

Certified check or bid bond for five percent (5%) of the total bid, made payable to Clay County and the State of Mississippi must accompany each proposal

Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award

Date March 24, 2011

R B Davis President
Clay County Board of Supervisors

Publish April 5, 2011
April 12, 2011

RESOLUTION STATING
THE GUIDELINES AND CRITERIA
GOVERNING THE PROPOSED BOUNDARY CHANGES
FOR SUPERVISORY DISTRICTS IN CLAY COUNTY

WHEREAS, Clay County, Mississippi intends to adopt a plan to assure that its election boundaries are in compliance with the U S Department of Justice regulations, and

WHEREAS, Clay County, Mississippi intends to assure that there is not a dilution of the minority voting strength in the county, and

Whereas, Clay County, Mississippi intends to assure one-man, one vote in future elections,

NOW, THEREFORE, BE IT RESOLVED, that the President and the Clay County Board of Supervisors adopt the following guidelines and criteria in the redistricting of its election boundaries

- 1 The difference in the population between the least populous and the most populous districts shall not exceed ten *percent* (10%) of the ideal population for all districts (one man one vote)
- 2 The proposed plan shall be established in a manner that insures fair and effective representation of all minority groups residing in the county
- 3 District lines shall keep intact communities with established ties of common interest and association, whether historical, racial, economic, ethnic, religious or other
- 4 Each district shall be contiguous
- 5 Each district shall be as compact as possible
- 6 Incumbents shall be separated into individual districts to the extent practicable, but only if such action does not affect adherence to the primary criteria stated herein
- 7 Public input will be considered by the Board in development of the final plan

Dated this the 24 day of March 2011

Clay County, Mississippi

By B.B. Davis

President, Clay County Board of Supervisors

ATTEST

BY [Signature]

Chancery Clerk, Clay County

NO _____

IN THE MATTER OF SELECTING THE GOLDEN TRIANGLE PLANNING AND
DEVELOPMENT DISTRICT TO ADMINISTER AND ASSIST CLAY COUNTY,
MISSISSIPPI IN REDISTRICTING

There came on this day for consideration the matter of selecting the Golden Triangle
Planning Development District to administer and assist Clay County, Mississippi in redistricting

It appears to this Board that the Golden Triangle Planning and Development District has
experience and is qualified to assist Clay County, Mississippi in redistricting as required by
Federal law, and

It appears that a fee of \$7,000 00 is fair to provide said redistricting services

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously
to select the Golden Triangle Planning and Development District to assist Clay County,
Mississippi in devising a redistricting plan

So ordered this the 24th day of March, 2011


President

GTPDD CONTRACT
NO
CLAY COUNTY
REDISTRICTING

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 24th day of March, 2011 by and between the CLAY COUNTY, MISSISSIPPI, (herein called the "Local Government") and the GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (herein called the "GTPDD")

WITNESSETH THAT

WHEREAS, the Local Government desires to engage the GTPDD to render certain technical or professional services, hereafter described

NOW WHEREFORE, the parties hereto do mutually agree as follows

1 Employment of GTPDD

The Local Government hereby agrees to engage the GTPDD and the GTPDD hereby agrees to provide the services hereinafter described

2 Scope of Services

The GTPDD will furnish all personnel to perform the services described in the "Scope of Services" which is attached hereto and made a part hereof by reference

3 Period of Performance

The GTPDD will undertake performance of the services referred to in "Scope of Services" with the period beginning upon approval by the Local Government and will continue such services until the plan has received final approval by the Department of Justice or until such time that all legal action has been exhausted

Page 1 of 7

Exhibit A

4 Termination for Convenience of the GTPDD

The GTPDD may terminate this Contract at any time by giving written notice to the Local Government of such termination. If this Contract is terminated by the GTPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the GTPDD which are directly attributable to the services covered by this Contract.

5 Termination for Convenience of the Local Government

The Local Government may terminate this Contract at any time by giving written notice to the GTPDD of such termination. If this Contract is terminated by the Local Government as provided herein, the GTPDD will be reimbursed equal to work performed by the GTPDD which is directly attributable to the services covered by this Contract.

6 Changes

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

7 Interest of Members of Local Government

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

8 Compensation

The work compensation covers up to three alternate plans for a fixed price of ~~\$10,000~~ Each additional plan beyond the original three plans will cost \$2,500.

#17,000.00
RBD
TBS

Clerical	No Charge
Copying	No Charge
In State Travel	No Additional Charge

GTPDD CONTRACT
NO

9 Local Government Cooperation

The Local Government hereby agrees that its officials and employees will cooperate with the GTPDD in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The Local Government shall make available to the GTPDD or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

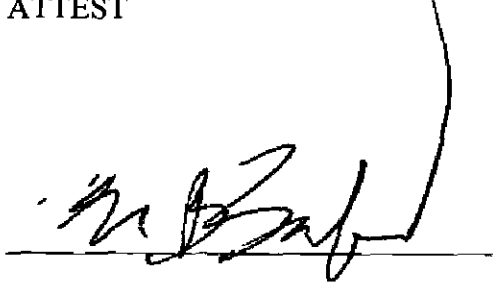
10 Products of this Contract

It is understood and acknowledged by the Local Government that the GTPDD shall retain ownership of all work products it develops as necessary to produce the items which the GTPDD is required to produce for the Local Government under this Agreement. Such work products shall include, but shall not necessarily be limited to, computer disks, research materials, working papers and other internal documents. The Local Government shall have full right and title to all products delivered to the Local Government by the Planning District under this Agreement.


GTPDD CONTRACT
NO

IN WITNESS WHEREOF, the GTPDD and the Local Government have executed this Agreement as of this date first above written

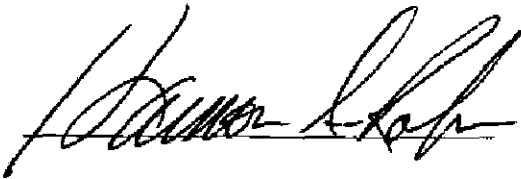
ATTEST



GOLDEN TRIANGLE PLANNING
AND DEVELOPMENT DISTRICT


RUPERT L. "Reddy" JOHNSON
EXECUTIVE DIRECTOR

ATTEST



LOCAL GOVERNMENT
CLAY COUNTY, MISSISSIPPI



EXHIBIT A
SCOPE OF SERVICES

Golden Triangle Planning and Development District (hereinafter called GTPDD) shall prepare a districting plan for Clay County

The proposed plan shall meet the requirements of Section 5 of the Voting Rights Act of 1965 and the State of Mississippi. The GTPDD shall perform all tasks necessary for the development of a districting plan working closely with the Board of Supervisors and the County Attorney. Upon redefining the new district boundaries, the GTPDD will deliver the map to the County for developing legal description of those boundaries by its County Engineer. GTPDD shall present the proposed districting plan(s) at all necessary public hearings.

Upon completion of the plan it will be turned over to the County Attorney for submission to the Justice Department. The GTPDD shall work with the Justice Department to answer any questions and shall serve as a liaison between the County and the Justice Department. A detailed breakdown of proposed services are as follows:

PHASE I

Determine if Redistricting is Needed

- Obtain existing district lines from the county
- Place county district lines on GTPDD's Geographic Information System (Computerized Mapping System)
- GTPDD reviews district boundaries and demographics to determine population variance by district
- If the variance is higher than that allowed by Department of Justice (no more than 10% variance top to bottom) then redistricting is needed

Cost Phase I No Charge for this Service

PHASE II

Initiate Redistricting Effort

Begin the Project

GTPDD will meet with Board and explain redistricting procedure
Develop criteria (acceptable of Board and Department of Justice) to guide redistricting process
Develop resolution establishing redistricting guidelines
Determine which districts are most in need of changing

Citizen Participation

GTPDD will explain Department of Justice requirements
Provide public hearing notices
GTPDD will assist in holding public hearings
Record and document citizen participation to comply with Department of Justice (DOJ) regulations

Re-Draw District Boundaries

Discuss possibilities of potential change with the Board
Based on the county's needs, begin changing district lines on GTPDD's GIS computerized mapping system
Develop a proposed plan to comply with one-person one-vote principle, Department of Justice and State regulations
Present proposal to Board
Hold public hearing
Assist the county with adoption of the plan in accordance with all applicable regulations

Submission of Proposal to Department of Justice

Develop checklist for county attorney
Meet with County Attorney to familiarize him with submittal procedure
Provide required attachments
Review submittal document for adequacy
Assist attorney in submitting proposed plan to Department of Justice for review
Answer questions and provide additional information to DOJ regarding submittal

Preclearance of Plan (Approval) from Department of Justice

DOJ has 60 days to review submittal document

Approval is automatic if not acted on by DOJ within 60 days

If substantial questions are asked by DOJ, the "Clock" is extended 60 additional days

Maximum time for review by DOJ is 120 days

PHASE III

Court Action (If Necessary)

Defend Redistricting Plan

Provide information requested by Court

Testify as expert witness for the county

Work with county attorney to assist in litigation

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR RANDY JONES, FLOOD PLAIN
ADMINISTRATOR

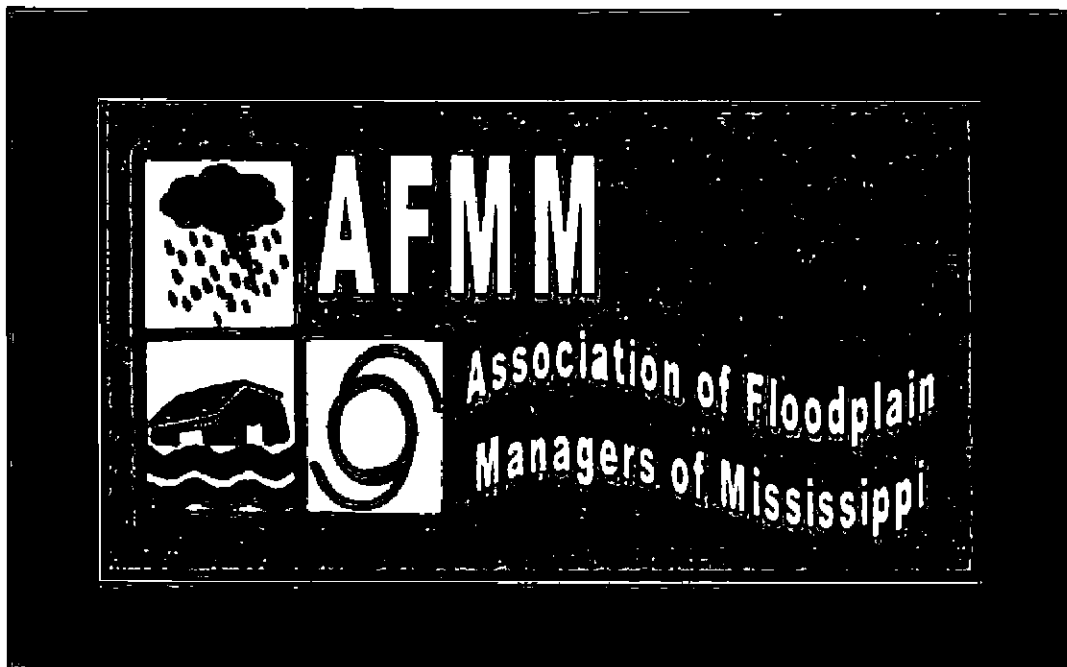
There came on this day for consideration the matter of authorizing travel for Randy Jones,
Flood Plain Administrator

After motion by Mr Lummus and second by Mr McKee this Board doth vote
unanimously to authorize travel for Randy Jones to attend a Flood Plain Managers Spring
Conference April 27-29, 2011 in Natchez, MS

So ordered this the 24th day of March, 2011



President



2011 Spring Conference

Wednesday-Friday

April 27-29, 2011

Natchez Grand Hotel

Natchez, MS

Questions Allison Brand

AFMM Vice President

abrand@sfbci.com

Or 601-957-4384

AFMM 2011 Spring Conference

Registration Form (Please use one form per person)

The registration fees cover luncheon, breaks, workshop material, and evening social events. Save money by registering before March 31, 2011. The deadline for registering and cancellations is April 20, 2011. After that date, refunds will not be available.

AFMM Spring Conference, April 27-29, 2011 Natchez Grand Hotel		
Registration Categories	On or before March 31, 2011	After March 31, 2011
AFMM Member	\$100 00	\$150 00
Non-member	\$200 00	\$250 00
Student Rate	\$75 00	\$100.00

If you have any questions, please contact Allison Brand at abrand@sfbci.com or 601-957-4384

Final Registration Deadline April 20, 2011

Mail AFMM, 201 Walthall St, Pass Christian, MS 39571

Name RANDOLPH W JONES

Professional Designation(s) CFM PE PS GISP Other _____

Title FLOOD DRAIN ADMINISTRATOR

Organization CLAY COUNTY, MS

Mailing Address PO BOX 1284 WEST POINT, MS 39773

Phone (662) 524-0039 Email* rjones@wpaet.org

Type of Registration MEMBER Amount Due \$ 100⁰⁰/₀₀

*You will receive a confirmation email. If you do not receive a confirmation email within a week, please contact Jennifer Patin at jpatin@diberville.ms.us or (228) 392-9278

Location and Lodging

Location The conference is at the Natchez Grand Hotel, 111 Broadway St., Natchez, MS, www.natchezgrandhotel.com

Lodging A special conference rate of \$116.95 plus tax, single or double, per night, has been established at the Natchez Grand. Reserve your room by calling Natchez Grand at 866-488-0898 or 601-446-9994 and tell them you are with the Association of Floodplain Managers of Mississippi. You can also make reservations online at www.natchezgrandhotel.com and enter AFMM as group code. The following is included with your room reservation: Hot breakfast buffet, Nightly wine reception from 5pm-7pm, Unlimited local and long distance phone calls, On-site parking, Fax and copy service, Access to 24 hr business and fitness center, and Laundry facility usage.

Registration

Registration Registration covers lunches, breaks, workshop materials, and evening socials. Early Bird Registration for AFMM member is \$100.00 before March 31, 2011. Non-member Early Bird Fee is \$200.00. If you register after March 31, 2011 the AFMM member registration fee is \$150.00 and the non-member fee is \$250.00. *Register early so you don't miss out.*

Please make checks payable to **AFMM**

Exhibitors & Sponsors

Exhibitors Companies and organizations will exhibit their products, services, and activities Wednesday afternoon and all day Thursday.

Sponsors We invite you to be a sponsor for the Spring Conference or donate a door prize. All sponsors will be identified in the conference program, at workshops, and during the luncheon.

Sponsor/Exhibitor Level	Cost	Includes
Bronze	\$125.00	Logo and Company information included in the conference program book and recognition
Silver	\$300.00	Same as Bronze and an Exhibitor Table
Gold	\$500.00	Same as Bronze and 1 attendee registration
Platinum	\$800.00	Same as Gold and two attendee registrations

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR HARRIETT BRAGG TO ATTEND
THE JUSTICE COURT CLERK'S SPRING SEMINAR

There came on this day for consideration the matter of authorizing travel for Harriett Bragg to attend the Justice Court Clerk's Spring Seminar

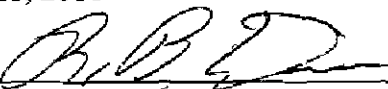
After motion by Mr Lummus and second by Mr Horton this Board doth vote unanimously to authorize Ms Bragg to travel to Jackson, MS on May 5-6, 2011 for the Justice Court Clerk's Spring Seminar

So ordered this the 24th day of March, 2011



President

This Board doth recess until 9 AM on March 28, 2011



President