

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 4th day of November, 2013, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R B Davis, Shelton Deanes, President, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Deputy Sheriff, when and where the following proceedings were as determined to wit,

NO _____

IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON NOVEMBER 4, 2013

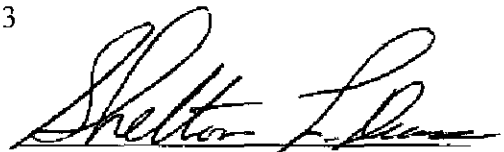
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on November 4, 2013

It appears to this Board there are additional items which need to be added to the agenda for further consideration and discussion by this Board, as follows

- Status of the TRVWMD cleaning out the Chuquatonchee Creek
- Authority to advertise to purchase a 2 ton dump truck for District 5
- Authority to travel for Sheriff Department

After motion by Luke Lummus and second by Floyd McKee the Board doth vote unanimously for such agenda to be adopted and for the additional items listed above to be added to the agenda and for the agenda to be approved as amended

SO ORDERED this the 4rth day of November, 2013



President

CA 0 " 1

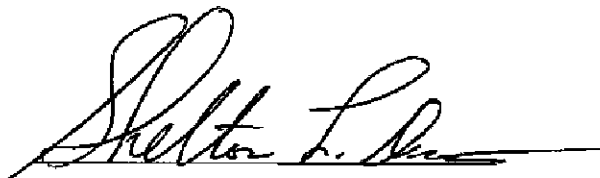
NO _____

IN THE MATTER OF APPROVING THE CLAIMS DOCKET

There came on this day for consideration the matter of approving the Claims Docket

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to approve the Claims Docket as attached hereto as Exhibit A

SO ORDERED this the 4th day of November, 2013

A handwritten signature in black ink, appearing to read "Shelton L. Davis", with a horizontal line extending to the right from the end of the signature.

President

11/19/2013 CLAY COUNTY
 11 07 08 CLAIMS SUMMARY FOR 11/2013
 FOR THE PERIOD ENDED NOVEMBER 04, 2013

CLAIM #	VENDOR NAME	AMOUNT
748	CITY WATER & LIGHT DEPT	11780 27
749	CITY WATER & LIGHT DEPT	1630 17
751	REFRIGERATION SUPPLY COMPANY	1988 23
752	LOWE'S HOME CENTER, INC	193 80
753	WALMART COMMUNITY BRC	9 97
754	WALMART COMMUNITY BRC	13 94
755	SHERWIN-WILLIAMS OF WEST POINT	83 58
756	PHILLIP'S HARDWARE	279 55
757	SHERWIN-WILLIAMS OF WEST POINT	1105 68
758	SHERWIN-WILLIAMS OF WEST POINT	83 58-
759	REFRIGERATION SUPPLY COMPANY	159 36
760	REFRIGERATION SUPPLY COMPANY	18 66
761	REFRIGERATION SUPPLY COMPANY	43 00-
762	RICOH USA, INC	73 74
763	CHARLES TOLLIVER	188 75
764	SHERMAN IVY	72 00
766	GEORGE'S TIRE SERVICE	616 28
767	GEORGE'S TIRE SERVICE	10 00
768	SHELTON DEANES	241 08
769	STARKVILLE FORD MERCURY, INC	34 02
770	RACKLEY OIL COMPANY INC	1568 75
771	DEMENT PRINTING CO	90 15
772	AIRGAS SOUTH	41 37
773	DELUXE BUSINESS CHECKS	42 83
774	MELANIE A MOREL	126 50
775	CASH & CARRY CLEANERS	12 00
776	CARRIE KIMBROUGH	96 05
777	CHEATHAM EYE CARE	71 70
778	DIXIE NET	59 95
779	DATA SYSTEMS MANAGEMENT, INC	1520 00
780	FOUR-COUNTY ELEC POWER ASSN	39 19
781	FOUR-COUNTY ELEC POWER ASSN	50 75
782	FOUR-COUNTY ELEC POWER ASSN	68 27
783	FOUR-COUNTY ELEC POWER ASSN	77 51
784	FOUR-COUNTY ELEC POWER ASSN	225 55
785	FOUR-COUNTY ELEC POWER ASSN	166 16
786	CLAY COUNTY SCHOOL DISTRICT	194 17
787	WEST POINT SCHOOLS	8349 13
788	CITY OF WEST POINT	3106 65
789	ATMOS ENERGY	17 74
790	NORTH MS MEDICAL CLINIC	93 00
791	JAMES MCMANUS	585 30
793	CASH & CARRY CLEANERS	17 00
794	SAM'S CLUB	423 46
796	GLOBAL COMPUTER SUPPLIES	179 97
797	WALMART COMMUNITY BRC	51 84
798	QUILL CORPORATION	58 65
799	RACKLEY OIL COMPANY, INC	1666 61
800	GUEST BODY SHOP, LLC	10 00
801	MS LAW RESEARCH INSTITUTE	315 00
803	WHITE OIL CO , INC & TIRE CTR	1610 56
804	WALMART COMMUNITY BRC	5 24
805	SUNFLOWER STORE	100 00
806	WALMART COMMUNITY BRC	98 96
809	SUNFLOWER STORE	100 00
811	KROGER	55 85
812	GUEST BODY SHOP, LLC	75 00
813	STARKVILLE SURGICAL ASSOCIATES	59 41

APCSCPRT143931

814	STARKVILLE SURGICAL ASSOCIATES	59	83
815	STARKVILLE SURGICAL ASSOCIATES	113	73
816	STARKVILLE SURGICAL ASSOCIATES	59	83
817	WALMART COMMUNITY BRC	116	00
819	FOUR-COUNTY ELEC POWER ASSN	31	58
820	FOUR-COUNTY ELEC POWER ASSN	40	71
821	FOUR-COUNTY ELEC POWER ASSN	57	19
823	CASH & CARRY CLEANERS	12	00
824	AIRGAS SOUTH	25	05
825	ATMOS ENERGY	235	69
826	ATMOS ENERGY	20	70
827	ATMOS ENERGY	419	64
828	LYNN CONNER	25	99
832	CYNTHIA H ZELINKA	152	55
833	CASH & CARRY CLEANERS	17	00
835	ANGELA TURNER-JAMES	350	00
836	SALEEM ALI, MD	95	00
837	STEVEN KEITH SMITH MD	95	00
838	ROSE DRUG COMPANY	652	09
841	SOUTHERN TELECOMMUNICATIONS	1222	25
842	WALMART COMMUNITY BRC	71	04
843	WALMART COMMUNITY BRC	56	10
844	WALMART COMMUNITY BRC	3	50
845	HOOVER'S BAKERY	64	62
846	LOWE'S HOME CENTER, INC	56	94
847	LOWE S HOME CENTER INC	285	76
848	PHILLIP'S HARDWARE	559	40
849	WALMART COMMUNITY BRC	21	94
850	MY OFFICE PRODUCTS, INC	42	66
851	GRIFFIN MOTORS	32	20
852	WALMART COMMUNITY BRC	18	26
853	KROGER	5	98
854	HOOVER'S BAKERY	64	62
855	KROGER	54	83
856	KROGER	9	77
857	STARKVILLE COMPUTERS	968	75
858	WALMART COMMUNITY BRC	17	20
859	WALMART COMMUNITY BRC	49	97
860	SECURITY SOLUTIONS, LLC	824	00
863	MY OFFICE PRODUCTS, INC	75	48
864	AIRGAS SOUTH	473	88
865	NEWELL PAPER COMPANY	774	90
866	NEWELL PAPER COMPANY	1	78-
867	MARK RAMSEY	95	00
868	CHIKA IWUEKE	95	00
869	CDW GOVERNMENT INC	99	00
870	MSC INDUSTRIAL SUPPLY CO	20	76
871	TIGRETT STEEL & SUPPLY INC	1604	66
872	PURITY CHEMICALS INC	2243	95
873	WALMART COMMUNITY BRC	42	47
874	WALMART COMMUNITY BRC	7	76
875	ROSE DRUG COMPANY	15	18
876	UNITED PRODUCE	365	50
877	MERCHANT CO	2949	34
878	WOOD FRUITTICHER GROCERY CO	1142	45
879	MY OFFICE PRODUCTS, INC	128	40
1086	WALMART COMMUNITY BRC	31	04
1087	WALMART COMMUNITY BRC	27	38
1088	WALMART COMMUNITY BRC	409	75
1089	WALMART COMMUNITY BRC	68	68
1090	C MARTY HAUG, ATTORNEY AT LAW	718	75
1091	FLEMING BOOKBINDING COMPANY	61	24
1092	EDWARDS, STOREY MARSHALL	130	00

APCSCPRT143931

1093	MISS ASSOC OF SUPERVISORS	350	00	
1094	MS CHANCERY CLERKS' ASSOC	1000	00	
1102	R J YOUNG COMPANY	77	92	
1103	CLAY COUNTY MEDICAL CENTER	255	66	
1104	CLAY COUNTY MEDICAL CENTER	120	98	
1106	BELLSOUTH	350	00	
1107	U S NETWORX	199	95	
1110	AUTO-CHLOR SYSTEMS	171	95	
1111	R J YOUNG COMPANY	43	00	
1112	ITC DELTACOM, INC	850	20	
1113	CITY WATER & LIGHT DEPT	1137	23	
1114	CITY WATER & LIGHT DEPT	210	48	
1115	CITY WATER & LIGHT DEPT	662	28	
1116	CITY WATER & LIGHT DEPT	524	32	
1117	CITY WATER & LIGHT DEPT	35	00	
1118	FOUR-COUNTY ELEC POWER ASSN	185	59	
1119	FOUR-COUNTY ELEC POWER ASSN	90	94	
1120	FOUR-COUNTY ELEC POWER ASSN	42	52	
1123	C SPIRE WIRELESS	42	11	
1124	C SPIRE WIRELESS	61	93	
1125	C SPIRE WIRELESS	586	49	
1126	C SPIRE WIRELESS	46	70	
1129	CASH & CARRY CLEANERS	12	00	
1130	CASH & CARRY CLEANERS	17	00	
1131	AMY G BERRY - FEES	396	00	VOIDED
1132	AMY G BERRY - FEES	348	00	VOIDED
1134	KRISTEN WOOD WILLIAMS, PLLC	95	00	
1135	KRISTEN WOOD WILLIAMS, PLLC	95	00	
1136	KRISTEN WOOD WILLIAMS, PLLC	237	50	
1137	KRISTEN WOOD WILLIAMS, PLLC	95	00	
1138	H SCOTT ROSS	95	00	
1139	CLINTON L MARTIN ATTORNEY	363	85	
1140	CLINTON L MARTIN, ATTORNEY	316	35	
1141	HANCOCK BANK	1200	69	
1142	HANCOCK BANK	135	07	
1145	R B DAVIS	233	40	
1146	SILVER LEAF LANDSCAPE	600	00	
1147	MISSISSIPPI VITAL RECORDS	62	00	
1151	R J YOUNG COMPANY	214	70	
1152	WRIGHT EXPRESS FSC	43	43	
1154	ECAM	1550	00	
1155	NEWELL PAPER COMPANY	30	65	
1157	MY OFFICE PRODUCTS, INC	25	10	
1159	CARQUEST AUTO PARTS, INC	12	90	
1160	LOWE'S HOME CENTER, INC	28	46	
1162	JIM'S AUTO PARTS, WEST POINT	8	58	
1163	USA ELECTRIC	82	98	
1165	NEWELL PAPER COMPANY	61	30	
1166	CDW GOVERNMENT INC	884	97	
1167	WALMART COMMUNITY BRC	209	52	
1168	SHERWIN-WILLIAMS OF WEST POINT	66	39	
1169	PHILLIP'S HARDWARE	399	99	
1170	PHILLIP'S HARDWARE	1650	22	
1171	MY OFFICE PRODUCTS, INC	51	96	
1172	DEMENT PRINTING CO	96	39	
1173	MY OFFICE PRODUCTS, INC	53	82	
1174	SENTRY SECURITY FASTENERS INC	293	94	
1175	NEWELL PAPER COMPANY	340	95	
1176	NEWELL PAPER COMPANY	109	28	
1184	AMY G BERRY - FEES	1250	00	VOIDED
1185	CLAY CO DEPT /SOCIAL SERVICES	316	67	
1186	DISTRICT ATTORNEY'S OFFICE	175	00	
1187	GOLDEN TRIANGLE AREA	1291	67	

APCSCPRT143931

1188	INSURANCE ACCOUNT	1168	56
1189	HEALTH DEPT OF CLAY COUNTY	3791	67
1190	LENORA L PRATHER	350	00
1191	COMMUNITY COUNSELLING SERVICE	2000	00
1192	NATIONAL GUARD OF MISSISSIPPI	200	00
1193	RESERVE ACCOUNT	2000	00
1194	RETARDED CHILDREN'S ASC	1416	67
1195	CLAY COUNTY SWCD OFFICE	666	66
1196	UNITED POSTAL SERVICE	625	00
1197	VICTIM WITNESS PROGRAM	1000	71
1214	ORKIN- TUPELO, MS	54	79
1215	ORKIN- TUPELO, MS	50	55
1216	CASH & CARRY CLEANERS	17	00
1218	CASH & CARRY CLEANERS	12	00
1219	GOLDEN TRIANGLE WATER	30	00
1220	R J YOUNG COMPANY	139	41
1221	SILOAM WATER DISTRICT	25	00
1222	SILOAM WATER DISTRICT	25	00
1223	SILOAM WATER DISTRICT	25	00
1224	PATTY GOFF	279	80
1225	PAIGE LAMKIN	250	48
1226	MS TAX ASSESSOR/COLLECTOR ASSO	750	00
1228	FOUR-COUNTY ELEC POWER ASSN	47	34
1229	DRUG FREE WORKPLACES, INC	59	00
1237	LOCAL GOVERNMENT RECORDS OFFIC	27	50
1239	B & M COMMUNICATIONS/1-STOP	21	23
1240	VICTIM WITNESS PROGRAM	44	92
1244	RWJ CONSULTING, LLC	1002	82
1247	TANYA WEST	725	00
1249	MS ASSOC OF GANG INVESTIGATORS	100	00
1253	GUEST BODY SHOP, LLC	5	00
1254	WALMART COMMUNITY BRC	21	97
1255	RACKLEY OIL COMPANY, INC	1990	56
1256	COLLUMS BUMPER SERVICE	280	25
1257	STARKVILLE FORD MERCURY, INC	393	26
1258	QUILL CORPORATION	357	96
1259	QUILL CORPORATION	109	98
1260	QUILL CORPORATION	123	98
1261	NEWELL PAPER COMPANY	91	95
1262	RADIOHACK CREDIT SERVICES	24	99
1263	WALMART COMMUNITY BRC	149	00
1265	WHITE OIL CO , INC & TIRE CTR	1733	31
1266	WALMART COMMUNITY BRC	56	76
1267	MY OFFICE PRODUCTS, INC	308	00
1270	MERCHANT CO	634	11
1271	MERCHANT CO	78	58-
1274	UNITED PRODUCE	122	50
1275	GOLDEN TRIANGLE PL & DEV DIST	6826	00
1276	AMERICAN RED CROSS	875	00
1277	CLAY COUNTY MEDICAL CENTER	65000	00
1278	WEST POINT CLAY COUNTY ANIMAL	2500	00
1279	WOOD FRUITTICHER GROCERY CO	369	87
1280	SUNFLOWER STORE	100	00
1282	R B DAVIS	44	01
1283	SUNFLOWER STORE	100	00
1286	WALMART COMMUNITY BRC	29	76
1287	SHELL FLEET PLUS	105	61
1290	MTS/ MY TRANSPORT SERVICES	647	75
1291	MTS/ MY TRANSPORT SERVICES	647	75
1292	MTS/ MY TRANSPORT SERVICES	647	75
1293	JOSEPH W FAULKNER	125	00
1294	JOSEPH W FAULKNER	125	48
1295	JOSEPH W FAULKNER	125	00

APCSCPRT143931

1296 JOSEPH W FAULKNER	125 00	
1297 JOSEPH W FAULKNER	125 96	
1298 JOSEPH W FAULKNER	125 00	
1300 EPIC/ACA	265 00	
1301 EPIC/ACA	530 00	
1302 EPIC/ACA	530 00	
1303 LISA PERRY	19 20	
1305 LADARIUS MCMILLIAN	100 00	
1306 TEC	86 50	
1309 LEON MOWRY	400 00	
1310 CARDMEMBER SERVICE	216 80	
1311 AMY G BERRY - FEES	396 00	
1312 AMY G BERRY - FEES	348 00	
1313 PAYROLL CLEARING ACCOUNT	308 51	
*** FUND TOTALS *** 001 GENERAL COUNTY		182068 97
1148 SANDERS & ASSOCIATES	2100 00	
1149 SANDERS & ASSOCIATES	1000 00	
1150 SANDERS & ASSOCIATES	8000 00	
* FUND TOTALS ** 013 UTILIZATION		11100 00
765 N MS COCA COLA BOTTLING CO	234 00	
807 CLAY COUNTY CO-OP	17 99	
808 BOB BARKER CO , INC	1380 00	
810 HOWARD W CROSSWHITE	125 00	
1095 WALMART COMMUNITY BRC	377 00	
1246 MAE BREWER	400 00	
1268 SAM'S CLUB	1118 96	
1273 COMCAST CABLE	131 24	
1281 KROGER	9 98	
1284 THE VENDING CENTER, INC	232 99	
*** FUND TOTALS *** 040 SHERIFF'S INMATE CANTEEN		4027 16
1231 TOMBIGBEE REGIONAL LIBRARY	2242 41	
** FUND TOTALS ~ 095 SPECIAL LIBRARY LEVY		2242 41
840 SOUTHERN TELECOMMUNICATIONS	285 65	
1105 BELLSOUTH	2290 00	
1144 FIRST CONTINENTAL LEASING	4232 69	
1156 MY OFFICE PRODUCTS, INC	8 52	
1161 WALMART COMMUNITY BRC	233 05	
1164 WALMART COMMUNITY BRC	90 64	
1285 DSS CORPORATION	2554 00	
1308 TEC	30	
* FUND TOTALS ~* 097 E911 FUND		9694 85
822 WEST GROUP PAYMENT CENTER	421 50	
** FUND TOTALS ~ 104 LAW LIBRARY		421 50
839 SOUTHERN TELECOMMUNICATIONS	28 96	
1122 C SPIRE WIRELESS	61 93	
1133 COBURN INSURANCE AGENCY, INC	175 00	
1217 CINDY TIDWELL	800 00	
*** FUND TOTALS *** 112 DRUG COURT - AOC GRANT		1065 89
1121 C SPIRE WIRELESS	31 41	
1128 LONNIE DAVIDSON	100 00	
+ FUND TOTALS ~ 114 VOLUNTEER FIRE DEPARTMENT		131 41
1143 MS DEVELOPMENT AUTHORITY	1479 25	
** FUND TOTALS ~ * 116 INSURANCE REBATE MONIES		1479 25
880 CARQUEST AUTO PARTS, INC	18 79	

APCSCPRT143931

881	CARQUEST AUTO PARTS, INC	19	64
882	CARQUEST AUTO PARTS, INC	7	30
883	CARQUEST AUTO PARTS, INC	14	64
884	CARQUEST AUTO PARTS, INC		22
885	CARQUEST AUTO PARTS, INC	59	40
886	CARQUEST AUTO PARTS, INC	16	54
887	JIM'S TIRE COMPANY	80	00
888	JIM'S TIRE COMPANY	40	00
889	JIM'S TIRE COMPANY	60	00
890	DC TIRE AND TRUCK	50	00
891	JIM'S AUTO PARTS, WEST POINT	90	47
892	JIM'S AUTO PARTS, WEST POINT	9	98
893	FAIRWAY AMUSEMENT & ICE CO	35	00
894	SUNFLOWER STORE	4	59
895	SUNFLOWER STORE	4	59
896	SUNFLOWER STORE	8	57
897	SUNFLOWER STORE	4	59
898	SUNFLOWER STORE	4	59
899	SUNFLOWER STORE	4	59
900	SUNFLOWER STORE	4	59
901	SUNFLOWER STORE	4	59
902	SUNFLOWER STORE	4	59
903	SUNFLOWER STORE	4	59
904	THOMPSON MACHINERY	414	24
905	SOUTHERN TELECOMMUNICATIONS	25	83
906	CLAY COUNTY CO-OP	12	49
907	CLAY COUNTY CO-OP	13	00
908	CLAY COUNTY CO-OP	67	50
909	PHILLIP'S HARDWARE	67	97
910	PHILLIP'S HARDWARE	7	87
911	PHILLIP'S HARDWARE	7	14
912	PHILLIP'S HARDWARE	17	99
913	PHILLIP'S HARDWARE	21	98
914	PHILLIP'S HARDWARE	60	90
915	ARAMARK UNIFORM SERVICES INC	29	33
916	ARAMARK UNIFORM SERVICES INC	29	33
917	ARAMARK UNIFORM SERVICES INC	29	33
918	ARAMARK UNIFORM SERVICES INC	25	50
919	ARAMARK UNIFORM SERVICES INC	29	33
920	ARAMARK UNIFORM SERVICES INC	29	33
923	AT&T / QLT CONSUMER LEASE	21	95
924	FOUR-COUNTY ELEC POWER ASSN	45	31
925	ROGERS GROUP, INC	1424	71
926	ROGERS GROUP, INC	697	64
927	ROGERS GROUP, INC	702	72
928	ROGERS GROUP, INC	697	64
929	HOLCIM	252	30
931	RACKLEY OIL COMPANY, INC	9241	00
932	GOLDEN TRIANGLE TIRE SVC LLC	25	99
933	FOUR-COUNTY ELEC POWER ASSN	35	79
934	COLUMBUS WHOLESALE TIRE	96	76
1063	GUEST BODY SHOP, LLC	407	06
1064	DC TIRE AND TRUCK	260	00
1065	ARAMARK UNIFORM SERVICES INC	29	33
1066	CARQUEST AUTO PARTS, INC	7	00
1067	CARQUEST AUTO PARTS, INC	12	53
1074	CITY WATER & LIGHT DEPT	33	27
1075	HANCOCK BANK	608	56
1076	PRESTON DOBBS TRUCK SER &	480	00
1077	BACCO MATERIALS, INC	1726	52
1078	C SPIRE WIRELESS	61	93
1182	TERRY'S GARAGE, INC	150	00

** FUND TOTALS ** 151 DISTRICT 1 ROAD

18458 93

957	CLAY COUNTY CO-OP	22	89	
960	FOUR-COUNTY ELEC POWER ASSN	35	79	
961	FOUR-COUNTY ELEC POWER ASSN	177	79	
962	ATMOS ENERGY	19	96	
965	JIM'S AUTO PARTS, WEST POINT	65	15	
966	JIM'S AUTO PARTS, WEST POINT	84	84	
968	JIM'S AUTO PARTS, WEST POINT	20	67	
969	JIM'S AUTO PARTS, WEST POINT	44	97	
970	JIM'S AUTO PARTS, WEST POINT	11	00	
971	JIM'S AUTO PARTS, WEST POINT	15	98	
1062	JIM'S AUTO PARTS, WEST POINT	49	99	
1079	CITY WATER & LIGHT DEPT	17	00	
1081	C SPIRE WIRELESS	55	22	
1177	GOLDEN TRIANGLE WATER	40	08	
1180	BACCO MATERIALS, INC	302	88	
1181	BACCO MATERIALS, INC	472	77	
1198	PHILLIP'S HARDWARE	21	73	
1199	PHILLIP'S HARDWARE	6	99	
1200	PHILLIP'S HARDWARE	6	99	
1201	PHILLIP'S HARDWARE	61	95	
1204	GOLDEN TRIANGLE TIRE SVC LLC	479	00	
1205	INMAN'S AUTO REPAIR	40	00	
1206	JIM'S TIRE COMPANY	80	00	
1207	JIM'S TIRE COMPANY	40	00	
1208	JIM'S TIRE COMPANY	95	00	
1209	JIM'S TIRE COMPANY	40	00	
1212	JIM'S AUTO PARTS, WEST POINT	46	92	
1213	JIM'S AUTO PARTS, WEST POINT	20	92	
1242	RACKLEY OIL COMPANY, INC	4337	81	
1272	COKER EQUIPMENT & MATERIALS	800	00	
*** FUND TOTALS *** 152 DISTRICT 2 ROAD				7514 29
829	CLAY COUNTY CO-OP	15	95	
830	CLAY COUNTY CO-OP	473	70	
831	INGRAMS GARAGE	276	13	
975	SOUTHERN TELECOMMUNICATIONS	28	67	
976	THOMPSON MACHINERY	254	29	
977	FOUR-COUNTY ELEC POWER ASSN	76	00	
978	FOUR-COUNTY ELEC POWER ASSN	35	79	
979	JIM'S AUTO PARTS, WEST POINT	43	12	
980	JIM'S AUTO PARTS, WEST POINT	12	99	
981	JIM'S AUTO PARTS, WEST POINT	134	33	
982	JIM'S AUTO PARTS, WEST POINT	7	99	
983	JIM'S AUTO PARTS, WEST POINT	7	99	
984	JIM'S AUTO PARTS, WEST POINT	232	43	
1053	RACKLEY OIL COMPANY, INC	8655	21	
1054	DC TIRE AND TRUCK	25	00	
1055	WHITE OIL CO , INC & TIRE CTR	688	15	
1056	BACCO MATERIALS, INC	1465	77	
1057	BACCO MATERIALS, INC	1712	18	
1058	BACCO MATERIALS, INC	736	94	
1059	BACCO MATERIALS, INC	733	44	
1060	BACCO MATERIALS, INC	1467	52	
1061	ERGON ASPHALT & EMULSIONS	10250	30	
1082	C SPIRE WIRELESS	64	95	
1083	HANCOCK BANK	705	31	
1096	GUEST BODY SHOP, LLC	83	25	
1099	CLAY COUNTY CO-OP	34	34	
1109	GEORGE'S TIRE SERVICE	88	00	
1178	SILOAM WATER DISTRICT	25	00	
1307	TEC		86	
~ FUND TOTALS 153 DISTRICT 3 ROAD				28335 60

APCSCPRT143931

987	FOUR-COUNTY ELEC POWER ASSN	35 79	
990	SOUTHERN TELECOMMUNICATIONS	29 11	
992	GENERAL MACHINE WORKS	25 00	
993	FOUR-COUNTY ELEC POWER ASSN	66 23	
994	FOUR-COUNTY ELEC POWER ASSN	149 81	
995	BENDER'S AUTO PARTS	45 00	
998	ARAMARK UNIFORM SERVICES INC	20 71	
999	ARAMARK UNIFORM SERVICES INC	20 71	
1000	ARAMARK UNIFORM SERVICES INC	26 16-	
1001	ARAMARK UNIFORM SERVICES INC	20 71	
1002	ARAMARK UNIFORM SERVICES INC	20 71	
1003	ARAMARK UNIFORM SERVICES INC	20 71	
1004	ARAMARK UNIFORM SERVICES INC	20 71	
1005	ARAMARK UNIFORM SERVICES INC	20 71-	
1006	JIM'S AUTO PARTS, WEST POINT	8 14	
1007	JIM'S AUTO PARTS, WEST POINT	8 69	
1008	JIM'S AUTO PARTS, WEST POINT	172 16	
1009	JIM'S AUTO PARTS, WEST POINT	36 25	
1084	C SPIRE WIRELESS	61 93	
1179	SILOAM WATER DISTRICT	25 00	
* *	FUND TOTALS 154 DISTRICT 4 ROAD		740 50
1023	SUN CREEK WATER ASSN	14 00	
1025	BACCO MATERIALS, INC	2411 30	
1026	BACCO MATERIALS, INC	1208 05	
1027	HOLCIM	248 30	
1028	PRESTON DOBBS TRUCK SER &	198 00	
1032	ARAMARK UNIFORM SERVICES INC	18 36	
1033	ARAMARK UNIFORM SERVICES INC	18 36	
1034	ARAMARK UNIFORM SERVICES INC	18 36	
1035	ARAMARK UNIFORM SERVICES INC	18 36	
1036	ARAMARK UNIFORM SERVICES INC	27 52	
1037	ARAMARK UNIFORM SERVICES INC	21 60-	
1038	ARAMARK UNIFORM SERVICES INC	27 52	
1039	ARAMARK UNIFORM SERVICES INC	18 36	
1040	FOUR-COUNTY ELEC POWER ASSN	35 78	
1041	PHILLIP'S HARDWARE	43 98	
1042	G & O SUPPLY CO, INC	394 00	
1043	FOUR-COUNTY ELEC POWER ASSN	154 40	
1044	MCBRAYER QUICK LUBE	55 95	
1045	CHICKASAW EQUIPMENT CO	79 54	
1046	NAPA AUTO PARTS OF MABEN	17 16	
1047	CLAY COUNTY CO-OP	139 90	
1048	JIM'S AUTO PARTS, WEST POINT	33 53	
1085	C SPIRE WIRELESS	61 93	
1127	GARY'S PAWN & GUN SHOP	56 00	
1288	GUEST BODY SHOP, LLC	278 88	
**	FUND TOTALS 155 DISTRICT 5 ROAD		5555 94
930	HOLCIM	1422 70	
**	FUND TOTALS 161 DISTRICT 1 BRIDGE		1422 70
956	HOLCIM	822 80	
958	HOLCIM	554 50	
959	HOLCIM	516 50	
963	AIRGAS SOUTH	120 90	
964	MS INDUSTRIAL WASTE DISPOSAL	90 64	
967	JIM'S AUTO PARTS, WEST POINT	26 47	
972	JIM'S AUTO PARTS, WEST POINT	34 90	
973	JIM'S AUTO PARTS, WEST POINT	71 86	
974	JIM'S AUTO PARTS, WEST POINT	19 98	
1080	HENRY BACKHOE & DIRT SERVICE	150 00	

Page 8

APCSCPRT143931

1183	HOLCIM	1846	90	
1202	GEORGE'S TIRE SERVICE	108	30	
1203	GOLDEN TRIANGLE TIRE SVC LLC	497	00	
1211	JIM'S AUTO PARTS, WEST POINT	71	47	
1241	APAC-MISSISSIPPI, INC	808	48	
1243	G & O SUPPLY CO, INC	633	60	
1245	G & O SUPPLY CO, INC	1314	20	
1252	G & O SUPPLY CO, INC	1850	01	
1264	HOOVER INC	696	88	
1269	LONDON ORMAN	500	00	VOIDED
*-- FUND TOTALS *** 162 DISTRICT 2 BRIDGE				10235 39
1100	TIM THOMPSON	580	00	
1101	TIM THOMPSON	400	00	
*-- FUND TOTALS ** 163 DISTRICT 3 BRIDGE				980 00
985	G & O SUPPLY CO, INC	1323	00	
986	G & O SUPPLY CO, INC	1323	20	
988	G & O SUPPLY CO, INC	394	00	
989	CUSTOM PRODUCTS CORPORATION	431	96	
991	CHICKASAW EQUIPMENT CO	104	77	
996	ARAMARK UNIFORM SERVICES INC	20	71	
997	ARAMARK UNIFORM SERVICES INC	21	86	
1010	JIM'S AUTO PARTS, WEST POINT	354	23	
1011	JIM'S AUTO PARTS, WEST POINT	6	42	
1012	JIM'S AUTO PARTS, WEST POINT	38	18	
1013	JIM'S AUTO PARTS, WEST POINT	20	23-	
*- FUND TOTALS ** 164 DISTRICT 4 BRIDGE				3998 10
1014	CARQUEST AUTO PARTS, INC	16	90	
1015	CARQUEST AUTO PARTS, INC	48	77	
1016	CARQUEST AUTO PARTS, INC	6	56	
1017	CARQUEST AUTO PARTS, INC	6	72	
1018	CARQUEST AUTO PARTS, INC	11	49	
1019	CARQUEST AUTO PARTS, INC	7	80	
1020	CARQUEST AUTO PARTS, INC	18	35	
1021	CARQUEST AUTO PARTS, INC	15	78	
1022	CARQUEST AUTO PARTS, INC	37	90	
1024	THOMPSON MACHINERY	1109	97	
1029	ARAMARK UNIFORM SERVICES INC	18	36	
1030	ARAMARK UNIFORM SERVICES INC	18	36	
1031	ARAMARK UNIFORM SERVICES INC	18	36	
*- FUND TOTALS * 165 DISTRICT 5 BRIDGE				1335 32
1299	TRUSTMARK NATIONAL BANK	32450	00	
*-- FUND TOTALS *** 231 DISTRICT 2 ROAD B & I 2001 ISSUE				32450 00
1304	FIRST SECURITY BANK	21963	95	
*- FUND TOTALS ** 233 D-4 ROAD B & I 2000				21963 95
921	ERGON ASPHALT & EMULSIONS	300	00	
922	ERGON ASPHALT & EMULSIONS	80	00	
935	SUNFLOWER STORE	125	76	
936	SUNFLOWER STORE	133	00	
937	SUNFLOWER STORE	119	34	
938	SUNFLOWER STORE	123	93	
939	SUNFLOWER STORE	123	93	
940	SUNFLOWER STORE	128	52	
941	SUNFLOWER STORE	119	34	
942	ERGON ASPHALT & EMULSIONS	13900	12	
943	ERGON ASPHALT & EMULSIONS	13995	88	
944	ERGON ASPHALT & EMULSIONS	7914	61-	
945	HOOVER INC	3558	75	

946	ROGERS GROUP, INC	1105 72	
947	ROGERS GROUP, INC	1032 73	
948	ERGON ASPHALT & EMULSIONS	240 00	
949	ERGON ASPHALT & EMULSIONS	80 00	
950	ERGON ASPHALT & EMULSIONS	500 00	
951	ERGON ASPHALT & EMULSIONS	280 00	
952	ERGON ASPHALT & EMULSIONS	360 00	
953	ERGON ASPHALT & EMULSIONS	14005 08	
954	ERGON ASPHALT & EMULSIONS	14449 71	
955	NICKOLES TRUCKING	2299 00	
1068	ERGON ASPHALT & EMULSIONS	14065 73	
1069	SUNFLOWER STORE	105 57	
1070	SUNFLOWER STORE	114 75	
1071	HUNT REFINING COMPANY	12504 76	
1072	B & M PAVING COMPANY, INC	14472 00	
1073	ERGON ASPHALT & EMULSIONS	14005 08	
1210	WEBSTER COUNTY MS	87120 00	
1289	PRESTON DOBBS TRUCK SER &	2112 00	
~	FUND TOTALS *** 335 DISTRICT I B&I CONSTRUCTION - 2013 ISSUE		203646 09
1049	ERGON ASPHALT & EMULSIONS	225 00	
1050	HUNT REFINING COMPANY	14108 67	
1051	ERGON ASPHALT & EMULSIONS	14282 79	
1052	HUNT REFINING COMPANY	1135 05	
***	FUND TOTALS *** 360 DISTRICT 5 B & I CONSTRUCTION - 2013 ISSUE		29751 51
747	H & O TRUCK & TRAILER REPAIR	1496 35	
750	H & O TRUCK & TRAILER REPAIR	1234 00	
792	GEORGE'S TIRE SERVICE	60 00	
795	H & O TRUCK & TRAILER REPAIR	1236 52	
802	JIM'S AUTO PARTS, WEST POINT	45 17	
818	FOUR-COUNTY ELEC POWER ASSN	45 90	
834	GOLDEN TRIANGLE PL & DEV DIST	3140 08	
861	H & O TRUCK & TRAILER REPAIR	690 07	
862	H & O TRUCK & TRAILER REPAIR	988 45	
1097	JIM'S AUTO PARTS, WEST POINT	25 99	
1098	CLAY COUNTY CO-OP	436 00	
1108	PHILLIP'S HARDWARE	47 98	
1153	NEWELL PAPER COMPANY	768 25	
1158	WHITE OIL CO, INC & TIRE CTR	5954 27	
1227	SILAM WATER DISTRICT	25 00	
***	FUND TOTALS *** 400 SANITATION		16194 03
1230	GOLDEN TRIANGLE CRIME STOPPERS	126 50	
1238	MISSISSIPPI CRIME LABORATORY	20 00	
1248	STATE TREASURER	15911 63	
1250	MS DEPT OF PUBLIC SAFETY	736 50	
1251	MS DEPT OF PUBLIC SAFETY	20 00	
*	FUND TOTALS ~ 650 JUDICIAL ASSESSMENT CLEARING FUND		16814 63
1234	EAST MS COMMUNITY COLLEGE	2334 79	
**	FUND TOTALS ** 690 EMJC MAINTENANCE		2334 79
1235	EAST MS COMMUNITY COLLEGE	6 31	
*	FUND TOTALS 691 10 YEAR PLEDGE		6 31
1232	EAST MISS COMMUNITY COLLEGE	1314 87	
**	FUND TOTALS *** 697 VO-TECH MAINTENANCE		1314 87
1233	EAST MISS COMMUNITY COLLEGE	1092 17	
*	FUND TOTALS *** 698 VO-TECH CAPITAL		1092 17
1236	TOMBIGBEE RIVER WTR MGMT DIST	1460 97	

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*** FUND TOTALS *** 699 TOMBIGBEE RIVER VALLEY WATER MGMT DIST

1460 97

*** DOCKET TOTALS ***

617837 53

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE NOVEMBER, 2013
DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND
PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS
THIS THE 04TH DAY OF NOVEMBER 2013

PRESIDENT

Clay County, MS
Prepays For October 31, 2013

Vendor Paid	Amount Paid
General County Fund	100 00
Payroll Clearing Account	254 773 21
Payroll Clearing Account	3 074 31
Payroll Clearing Account	613 28
Payroll Clearing Account	103 40
Payroll Clearing Account	33 16
Payroll Clearing Account	67,269 95
Payroll Clearing Account	34 313 36
American Family Life Insurance Company	1 073 82
Assurity Life Insurance Company	51 00
Brandon McClenton	283 75
Clay County NRCS Grant Project Account	15 58
Clay County Juror/Poll Worker Account	3 513 60
Clay County Juror/Poll Worker Account	4 155 40
Clay County Juror/Poll Worker Account	15 000 00
Clay County Sheriff/Petty Cash	1 000 00
Colonial Life Insurance Company	52 62
Edith Tribble	30 000 00
Golden Triangle Planning & Development District	2 000 00
Guardian Life Insurance Company	3,453 58
Insurance Clearing Account	35 00
Laddie Huffman	326 42
Liberty National Insurance Company	1 979 13
Life Insurance of Alabama	34 00
Lowndes County Seized Drug Fund	705 25
Metro Home Inspection LLC	400 00
MS Development Authority	5 545 98
MS Development Authority	6 601 86
New York Life Insurance Company	194 04
Pennsylvania Life Insurance Company	112 48
Robert Avant	46 000 00
Sleep Inn & Suites	140 00
Sleep Inn & Suites	280 00
U S Postmaster	136 00
City of West Point Water & Light Department	1 802 19
West Point/Clay County Growth Alliance	37 500 00
Total	<u>522 672 37</u>

NO _____

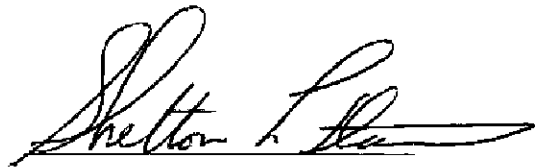
**IN THE MATTER OF AUTHORIZING PAYMENT TO THE CLAY COUNTY FLOOD
PLAIN COORDINATOR, RANDY JONES**

There came on this day for consideration the matter of authorizing payment to the Clay County Flood Plain Coordinator, Randy Jones

It appears to this Board an invoice has been received as attached hereto as Exhibit A for Flood Plain Coordinator services for the month of October 2013 in the amount of \$ 1,002 82

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize to pay the invoice as attached hereto as Exhibit A to Randy Jones for Flood Plain Coordinator Services for the month of October in the amount of \$ 1,002 82

SO ORDERED this the 4rth day of November, 2013



President


Invoice for Clay County Floodplain Administration
 October 4 2013 – November 4 2013

Clay County Board of Supervisors
Attn: The Honorable Shelton Deanes, President
P O Box 815, West Point, MS 39773

ITEM	HOURS	*MILEAGE	TOTAL
10/08/13 Conference research travel letter Willie Vance (Shelton Deanes) 10586 Webber Road West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/08/13 Conference research travel letter James Jones (Willie Bell Smith) 5117 RC Road West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/08/13 Conference research travel letter Elsie Rush (Morris Kush) 6000 Pacific Street West Point, MS 39773	1.0 @ \$15.00=\$15.00 0.5 @ \$30.00=\$15.00	See Attachment	\$30.00
10/10/13 Conference research travel letter Anel H. Middlefield (Sak) 175 Highway 0 East West Point, MS 39773	1.0 @ \$15.00=\$15.00 0.5 @ \$30.00=\$15.00	See Attachment	\$30.00
10/14/13 Conference research travel letter Darius Linder (Deborah) 500 West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/14/13 Conference research travel letter Tommy Riddle 411 Old Highway 10 South West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/14/13 Registration AFMM Fall Conference	NA	See Attachment	\$100.00
10/16/13 Conference research travel letter Mary Hoskins (Willie Evans) 101 West Church Hill Road West Point, MS 39773	1.0 @ \$15.00=\$15.00 0.5 @ \$30.00=\$15.00	See Attachment	\$30.00
10/21/13 Conference research travel letter Henry L. Smith (Sam Williams) 1111 Harrison Street West Point, MS 39773	1.0 @ \$15.00=\$15.00 0.5 @ \$30.00=\$15.00	See Attachment	\$30.00
10/22/13 Conference research travel letter Doss Harris (Brenda Welch) 407 Judge Thomas Road West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/28/13 Conference research travel letter David Neely (Gillie Elice) 59 Gibson Lane West Point, MS 39773	1.0 @ \$15.00=\$15.00 0.5 @ \$30.00=\$15.00	See Attachment	\$30.00
10/28/13 Conference research travel letter Horca Williams (Christopher) 1364 Lowry Circle West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/28/13 Conference research travel letter James Otis Randle 1 Lake Grove Road Prairie, MS 39776	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/28/13 Conference research travel letter Edward Scott & Beverly Allen 263 Highway 45A South West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/28/13 Conference research travel letter Clarence W. (Clay) West Point, MS 39773	1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/29/13 Conference research travel letter Jay McRae (CCF Ventures LLC) 710 Highway 45A North West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/30/13 Conference research travel letter Joshua Myers (Christie Keenum) 106 Myers Road, Cedar Bluff, MS 39741	1.0 @ \$15.00=\$15.00 0.5 @ \$30.00=\$15.00	See Attachment	\$30.00
11/01/13 Conference research travel letter Katie Yates Lemor 613 East Half Mile Street West Point, MS 39773	1.0 @ \$15.00=\$15.00 1.0 @ \$30.00=\$30.00	See Attachment	\$45.00
10/04/13 – 11/04/13 Driving time copies for Board of Supervisors Tax Assessor Property Owners MEMA preparation for CRS and prepare reports for Supervisors	3.9 @ \$15.00=\$58.50 4.0 @ \$30.00=\$120.00	123.3 @ \$0.40=\$49.32	\$227.82
TOTALS	953.50	\$49.32	\$1,002.82

¹ Driving time for county floodplain administration billed at half technical/research rate. Copies of correspondence, research, and letters are attached.

Respectfully Submitted


 Randolph W. Jones, Manager
 RWJ Consulting LLC

Clay County Floodplain Administration

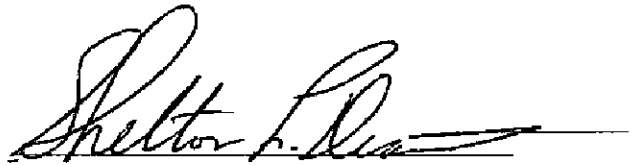
NO _____

**IN THE MATTER OF APPROVING THE FUEL MAN CONTRACT FOR THE CLAY
COUNTY SHERIFF DEPARTMENT AND AUTHORIZING THE SHERIFF TO EXECUTE
THE SAID CONTRACT**

There came on this day for consideration the matter of approving the fuel man contract for the Clay County Sheriff Department and authorizing the Sheriff to execute the said contract

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the Sheriff's Department to participate in the State of Mississippi contract with Fuel Man and further authorizes the Sheriff to execute the said agreement on behalf of the County with Fuel Man

SO ORDERED this the 4rth day of November, 2013



President



APPLICATION FOR FLEET CARD ACCOUNT

BUSINESS INFORMATION (Required)

Fax Completed Application to 601-634 1543

Legal Company Name Clay County Board of Supervisors			Type of Business County Government	Year in Business Under Current Owner
Subsidiary or DEA Clay County Sheriff's Dept			Main Phone # 662-494-7339	
Street Address (No PO Boxes) 330 W. Broad St			Cell Phone # 662-295-5441	
Street Address 2			Fax # 662-494-4034	
City West Point	State Ms	ZIP 39773	Federal ID # 604-6000252	Tax Exempt #
Billing Address Different than Business Address? Yes <input type="checkbox"/> No <input type="checkbox"/>			# of Vehicles	Monthly Fuel Spend
Billing Address (If Different Than Above) P.O. Box 142			# of Full Time Employees	
Billing Address 2 West Point Ms 39773			Security Code (5 digit)	
City	State	ZIP	Email Address escott@claycounty.ms.gov	
First Name Eddie	Last Name Scott	Title Sheriff		

Type of Organization Sole Proprietorship Partnership Corporation Non Profit Government LLC LLP

County Government

AUTHORIZED SIGNATURE Required (Representative acknowledges receiving fuel pricing and payment terms) Initial Here _____

Fuelman Truck/Trailer Operating Company LLC (Fuelman) operates the Fuelman Fleet Card program. By signing this application, I request and warrant that I am duly authorized to request that a Fuelman Fleet Card account be opened on behalf of my company (hereinafter "Company"). Fuelman is hereby authorized to check Applicant's credit worthiness, history as well as term lease to time, including but not limited to obtaining credit reports, contacting Applicant's bank, and reviewing trade references. Applicant acknowledges that this application is subject to approval and acceptance by Fuelman. If this application is approved, then the Applicant's Authorized Representative listed above will be notified of the account's available credit limit, the acceptable payment terms & method, and any applicable program fees. Program details will be provided in the credit agreement that will be returned along with the credit to the Authorized Representative. Applicant acknowledges that the fuel card payment is not a revolving credit account and that any purchases made during the billing cycle are due and payable in full, including any applicable fees upon receipt of the billing statement. If the Applicant's unpaid balance ever meets the established credit limit, the account will be suspended and the Applicant's credit history may be reported to credit reporting agencies. Applicant's acceptance, signing in whatever form, or use of any of the cards provided to the Applicant will constitute acceptance of the terms and conditions contained in this application and the account agreement. Applicant agrees that any liability arising or resulting from the use, operation or collection use, loss or theft of any of the cards issued to the company's account shall be fully borne, assumed and paid by the Applicant. If Fuelman were the attorney or collection agency to collect any unpaid invoice amounts, the Applicant agrees to pay reasonable attorney and collection fees. Applicant agrees that the account will be governed by Georgia law and that the courts are for business-to-business use only and never used for personal or household purposes and agrees that use of the cards for consumer or household purposes shall be grounds for immediate termination of the Applicant's account. We comply with Section 502 of the USA PATRIOT Act. This form is valid for Fuelman verify credit information about your wife processing your account application.

I Agree to the Terms of this Application (Please check box)

Social Name (Authorized Representative) Teresa H. Ware		Signature (Authorized Representative) Teresa H. Ware	
Title County Purchase Clerk		Date 11-4-13	
Telephone # 662-494-3313			

BUSINESS OWNER/ACCOUNT PRINCIPAL Required for all Proprietorships, Partnerships or any other business/organization less than two years old or having fewer than five (5) employees

Each principal (Principal) for this account, if any, is personally and severally liable with Applicant, as principal and not as guarantor for the payment and performance when due of all obligations owed to the Account, regardless of who made purchases using the Cards, and the Principal agrees to pay each obligation according to the terms of this Agreement. Principal is responsible under this Agreement for the use of all of the Cards issued on the Account in the strict order provided by law. This includes Applicant's agreement, individually, regarding the provisions under AUTHORIZED SIGNATURE above, including without limitation checking and endorsing your work and contacting your identity

Guarantor First Name	Last Name	Middle Initial	Guarantor Signature
Guarantor Street Address (No PO Boxes)	Social Security #		Date of Birth
Guarantor Street Address 2	Home Phone #	Cell Phone #	
City	State	ZIP	

OFFICE USE ONLY

Market GULF Rep ID 13 Rep Name BMONSOUR

ATS #
V1 24 11

TERMS DEFINITION - STATE OF MS CONTRACT CLIENT



BILLING CYCLE WEEKLY

TERMS NET 30

PAYMENT METHOD CHECK

REPORT DELIVERY METHOD EMAIL WEB

PRICING Refer to Client Agreement for a complete description of all applicable terms and conditions

REPORT/STATEMENT DELIVERY INFO

FLEET MANAGER

Name Eddie Scott Sheriff	Email escott@claycounty.ms.gov
Telephone # 662-494-7339	Fax # 662-494-4034

ACCOUNTS PAYABLE REPRESENTATIVE

Name Lafrance Boyd	Email lboyd@claycounty.ms.gov
Telephone # 662-494-3124	Fax # 662-492-4059

Standard Fuelman terms and conditions apply

I fully understand and accept the terms of this program

Name Teresa H. Ware Title County Purchase Clerk
 Signature Teresa H. Ware Date 11-4-13

OFFICE USE ONLY

Market Name GULF
Rep Name BMONSOUR
Rep ID 13

V1 24 11

Distributor/vendor _____	FleetCor Technologies Operating Company, LLC 1001 Service Road East, Highway 190, Suite 200 Covington, LA 70433
Customer/Account # _____	Tax Exempt Fax: 866 224-3835

Federal Excise Tax Exemption Certificate Request for Credit/Refund
 For use by States, Territories or political subdivisions thereof, the District of Columbia and
 Non-Profit Education Organizations to support credit card issuers claim for a credit or
 Refund under IRC Section 6416(a)(4)(B) (gas) AND/OR 6427(b)(5)(D) (diesel)

The undersigned ultimate purchaser ("Buyer") hereby certifies under penalties of perjury that he/she is:

Diana McWare, County Purchase Clerk
 (Name & Title of officer or agent)
 of Clay County Bd. of Supervisors West Point, Ms
 (Department, Bureau or Commission or Organization - Legal Name) (City) (State)

and that he/she is authorized to execute this certificate and that the article or articles specified below or for the period indicated below were purchased and Buyer is eligible for a tax credit or refund by virtue of being (classification must be checked and applicable information furnished)

Buyer to which this certificate relates is (check one)

- 1 A state, any political subdivision thereof, or the District of Columbia
- 2 A non profit educational organization, in section 170(b)(1)(A)(ii) of the IRS code, which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

Date of Internal Revenue Service Ruling Letter if #2 above checked _____

The Buyer will provide a new certificate to the credit card issuer if any information in this certificate changes. The undersigned understands that the credit or refund of tax in the case of sales of articles covered under this exemption certificate is limited to the sale of articles purchased for its exclusive use, and it is agreed that if articles purchased on which credit or refund has been issued under this exemption certificate are used otherwise or are sold to employees or others, such fact will be reported to the credit card issuer covered by this certificate. It is understood that the fraudulent use of this certificate may subject the guilty parties to a maximum fine of \$10,000 and imprisonment for not more than 5 years. If the articles sold hereunder are subjected to Federal excise taxes, the Buyer agrees that it shall pay all tax, penalties and interest or reimburse the credit card issuer for such amounts assessed by the Federal Government. Buyer understands that by signing this certificate, Buyer gives up its right to claim a credit or refund for the articles for which this certificate relates. The buyer further certifies that buyer has not and will not file for credit or refund for the articles for which this certificate relates. The buyer consents to the allowance of a credit or refund of any taxes paid.

Blanks must be filled in:

This certificate covers Purchaser's Order No _____ Or purchases made during the period 1/01/2013
 through 12/31/2014 (period not to exceed two years) (Beginning date)

Diana McWare
 (Signature of Officer or Agent)

11-4-13
 (Date)

64-6000252
 (Federal Employer Identification Number)

P.O. Box 815
 (Address of Buyer)

Business phone number 662-494-3313

Business fax number 662-492-4059

NOTES *IF YOU ARE EXEMPT FROM STATE SALES TAX, WE MUST HAVE A COPY YOUR SALES TAX EXEMPTION CERTIFICATE
 *IF YOU CHECKED #2 ABOVE, PLEASE PROVIDE COPY OF IRS DETERMINATION LETTER
 *\$.0029 CPG FEDERAL UNDERGROUND STORAGE (LUST) AND OIL SPILL FEES CANNOT BE EXEMPTED

NO _____

**IN THE MATTER OF AUTHORIZING TO PAY TO CALVERT SPRADLING
ENGINEERS FOR ENGINEERING SERVICES**

There came on this day for consideration the matter of authorizing to pay to Calvert Spradling Engineers for Engineering Services, Inc

It appears to this Board as attached hereto as Exhibit A in the amount of \$ 31,250 00 an invoice from Calvert Spradling Engineering Services for Engineering Fees incurred on the Rail, ALTA Project

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to authorize payment of the said invoice as attached hereto as Exhibit A in the amount of \$31,250 00

SO ORDERED this the 4rth day of November, 2013



President



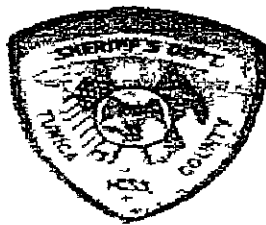
3rd Annual Training Conference

Co-hosted by

Tunica County Sheriff's Department

MS Office of Homeland Security

MS Analysis and Information Center



November 12 – 15, 2013

Harrah's Hotel Tower and Convention Center

(Across the street from the Harrah's Casino)

Harrah's Tunica

13615 Old Highway 61 N

Tunica Resorts, MS 38664

Harrah's
TUNICA

22

Training Highlights*

Social Media Investigations

Counterfeit Investigations

Human Trafficking

Border Violence (US/Mexican)

Gangs in the Military

New ROCIC RISS Site

Current Drug Trends

*Based upon instructor/presenter availability

Registration Information

Conference registration fee is \$100.00 per person. This includes an annual MAGI membership, conference materials, and a certificate of completion. Meals and lodging will be the responsibility of the individual. Seating is limited so please register early.

This conference will qualify for 24 hours of BLEOST credit

Early Registrant Check-in

You will be able to check in early on Monday, November 11, from 6 PM to 7:30 PM in the convention center.

- Due to enhanced security, all attendees must display conference credentials/ID to enter the meeting room during normal meeting hours. **NO EXCEPTIONS**

Harrah's Casino and Resort Information

Room Reservations: Room rates are \$119.95 per night plus 10% site/occupancy tax. A credit card is required to hold the room. Group cut-off date is Saturday, October 12th. **ALL CREDIT CARDS ACCEPTED FOR ROOMS.**

Certification and Attendance Requirements

* The material presented and provided during the training conference are intended to be for EDUCATIONAL USE ONLY. It is not intended to be a public statement, instruction, or action. It is not to be used to illustrate or promote any activities. Presenters may be required to explain gang logos, abbreviations, or behavior in plain, or offensive language. Gang members have demonstrated that they are involved in criminal activities which may require instructors to utilize graphic language, photographic representations, slides, or videos during training.

++ I have read and understand the Certification and Attendance Requirements as evidenced by my signature below.

Signature _____ 23

(Date) _____

MISSISSIPPI ASSOCIATION OF GANG INVESTIGATORS – REGISTRATION FORM
NOVEMBER 12 -15, 2013

(Please print or type the information exactly as you would like it to appear on your name badge and certificate. Please submit one completed form per attendee.)

NAME _____ MAGI MEMBER () YES () NO

TITLE/RANK _____

AGENCY/ORG _____ COUNTY _____

(Full Agency Name)

AGENCY ADDRESS _____

CITY _____ STATE _____ ZIP _____

PRIMARY PHONE _____ ALTERNATE _____

EMAIL _____

SUPERVISORS NAME / CONTACT NUMBER _____

LAW ENFORCEMENT () CORRECTIONS () OTHER () SPECIFY _____

PAYMENT METHOD

Registration Fee Enclosed Amount \$ _____

Check # _____ for _____
Check # _____ Order Number _____

AMEX # _____
Purchase Order Number _____

Credit Card # _____

MAGI reserves the right to refuse admittance to anyone whose attendance could disrupt the good order of the conference or for other cause.

PLEASE COMPLETE ATTACHED FORM AND RETURN BY MAIL, EMAIL, or FAX TO

Attn: Officer Daisy Watson
P.O. box 7648
Diberville MS 39540
Daisy.watson@biloxischools.net
Phone 228-297-6818
Fax 228-435-5305



2013 Annual Training Conference

Monday--- November 11, 2013

1800 1930 Early Registration
Convention Center Lobby

Tuesday--- November 12, 2013

Registration
Convention Center Lobby

1230 Posting of the Colors
Tunica County Sheriff's Department Color Guard

Pledge of Allegiance

Invocation

Opening Remarks
President Executive Board M.A.G.I.

VIP and Dignitaries

Social Media Certification for Gang Investigators
Continuing Education for Sheriff's Department
Continuing Education for Police Department

1700 1800 N DEx - A Resource for Gang Investigators
Charlie Bush - IACP N DEx Outreach Liaison

1800 2200 Networking Event
Hospitality Suite

Wednesday--November 13, 2013

- 0800 1100 **Border Violence(US/Mexican)**
Det. Leo Peña Texas Fusion Center
- 1100 1230 **Lunch (on your own)**
- 1230 1450 **Human Trafficking Show Me The Money**
Annette Williams Assistant U.S. Attorney Southern District of MS
Heather Waggoner Special Asst. Attorney General AGO—MS
- 1500 1800 **Street Gang Awareness Graffiti Identification and Deciphering**
TFO Jeff Brownlee Kansas City Kansas PD
- 1800 2200 **Networking Event**
Hospitality Suite

Thursday--November 14, 2013

- 0800 1130 **Intervention and Prevention One Agency's Truth About Gangs**
Captain Mike Wallace Palm Beach Co. Sheriff's Department FL
- 1130 1300 **Lunch (on your own)**
- 1300 1400 **Military Trained Gang Members Are They A Threat To My Neighborhood?**
Lt. Colonel Robert C. Smith USMC (Ret) Fort Belvoir
- 1400 1500 **Networking Event**
Hospitality Suite

Friday --November 15, 2013

- 0800 0900 **Gang and Counterfeit Investigations**
Lt. Colonel Robert C. Smith USMC (Ret) Fort Belvoir
- 0940 1030 **MAGI Membership Meeting**
Executive Board/Members
- 1030 1130 **Conference Critiques/Closing Remarks/Dismissal**
Executive board

INTENTIONALLY

BLANK

LEFT

NO _____


IN THE MATTER OF AUTHORIZING TO AMMEND THE E911 BUDGET

There came on this day for consideration the matter of authorizing to amend the E911 Budget

It appears to this Board Treva Hodge, E911 Coordinator, has requested for the Board to consider amending the E911 Budget by \$ 10 000 in order to fund pay increases for the E911 Dispatchers

After motion by Flovd McKee this Board doth vote unanimously to authorize to amend the said budget of the E911 Department by \$ 10 000 in order to fund pay increases to the E911 Dispatchers

SO ORDERED this the 4rth dav of November, 2013



President

TO Board of Supervisors
FROM Treva Hodge
DATE November 4, 2013
RE Budget Amendment

This memo is a request for a Budget Amendment to 911's Fund 097 I am requesting that the budget for Personal Services be increased by \$10,000 There is enough cash surplus in this fund to cover this increase

097-230-400	8760-	Salaries
097-230-466	670-	FICA/med
097-230-465	570-	Ret
	<hr/>	
	10,000	

--- COUNTY BOARD OF SUPERVISORS
COMPARATIVE BUDGET REPORT FOR RECEIPTS AND EXPENSES
FOR THE TWO MONTHS ENDED NOVEMBER 30 2013
UNAUDITED

097 5911 FUND

ACCOUNT #	DESCRIPTION	BUDGET	CURRENT ACTIVITY	Y T D ACTIVITY	BUDGET BALANCE	Y-T-D PERCENT	ENCUMBERED ACTIVITY
DEPT 097-230	PHONE ASSESSMENT						
097-230-400	911 DIRECTOR SALARY	32079 00	1943 26	3886 52	28192 48-	12 1	3886 52
097-230-431	DISPATCHERS	164175 00	15770 06	29243 13	134931 87-	17 8	31723 48
097-230 436	DISPATCHER O/T	9615 00	800 38	1912 85	7702 15-	19 8	2713 04
097-230-465	STATE RET MATCHING	28294 00	2772 54	5226 01	23067 99-	18 4	5674 96
097-230 466	SOC SEC MATCHING	15749 00	1467 17-	2582 44	13166 56-	16 3	2832 86
097-230-468	GROUP INS MATCHING	54335 00-	4527 84-	9055 68	45279 32	16 6	9233 76
097-230-476	MEALS & LODGING	1250 00-	300 00-	300 00	950 00-	24 0	2112 96
097-230-477	PRIVATE VEHICLE TRAVEL	1000 00			1000 00	0	525 50
	TOTAL PERSONAL SERVICES	306497 00-	27481 20-	52206 63-	254290 37-	17 0	58703 08
097-230-501	POSTAGE & BOX RENT	50 00-			50 00	0	
097 230 502	TELEPHONE SERVICES	2400 00	201 00-	402 72	1997 23	16 7	603 03
097 230-503	NCIC LINE	2802 00-		224 00	2378 00	7 9	448 00
097 230 504	INTERNET SVC/TV	940 00-	84 95	164 40-	775 10	17 5	254 85
097 230 543	REPAIR TO OFF FURN/EQUIP			275 00	275 00	0	
097-230 544	SERVICE/MAINTENANCE CONTR	44486 00	4844 00-	7134 00	37352 00	16 0	15882 30
097 230-546	RADIO REPAIRS & MAINT	1000 00-		826 76-	173 24	82 6	
097 230 583	SHIPPING CHARGES	100 00			100 00	0	87 83
097-230-585	REGISTRATION FEE	3000 00-	900 00-	900 00	2100 00	30 0	2700 00
	TOTAL CONTRACTUAL SERVICE	54778 00-	6029 95	9927 30-	44850 62-	18 1	19976 01
097-230 602	DUPLICATION & REPRODUCTIO	50 00			50 00	0	
097-230-603	OFFICE SUPPLIES & MATERIA	1000 00-	293 96	493 05	506 95	49 3	560 06
097-230-639	ROAD SIGNS	1500 00			1500 00-	0	
097-230-645	CUST SUPP/CLEANING AGENTS		38 25	57 13	57 13	0	38 25
097 230-690	ELECTRONIC SUPPLIES	300 00-			300 00-	0	10 97
097-230 694	UNIFORMS	550 00-			550 00-	0	
	TOTAL CONSUMABLE SERVICE	3400 00-	332 21	550 18-	2849 82-	16 1	609 28
097-230 919	OFFICE FURN/EQUIP < 5000	6000 00		34 00	5966 00	5	4259 14
	TOTAL CAPITAL OUTLAY	6000 00-		34 00-	5966 00-	5	4259 14

30

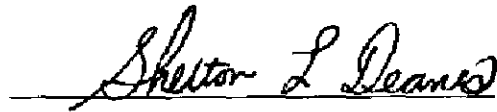
NO _____

**IN THE MATTER OF AUTHORIZING TO SPREAD ON THE MINUTES THE
NOTICE AS RECEIVED FROM THE MS DEPARTMENT OF REVENUE**

There came on this day for consideration the matter of spreading on the minutes the notice as received from the MS Department of Revenues

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to authorize to spread on the minutes the Homestead Chargeback notice as received hereto as attached as Exhibit A

SO ORDERED this the 4rth day of November, 2013



President

?



Date October 29 2013
Letter ID L1955786240



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

FORD JIMMY
629 GROVE ST
WEST POINT MS 397730000

Parcel Number 083C314B 0290100
Reimbursement Year 2012
School District West Point

We received your request to adjust and allow the Homestead Exemption reimbursement for the applicant listed above

Your request is approved The charges against your reimbursement are reversed

Fund	Rate	Amount
County Funds	\$50 00	\$50 00
West Point School Funds	\$50 00	\$50 00
City of (Name) Funds	\$0 00	<u>\$0 00</u>
Total Credit Amount		\$100 00

If you should have any questions, please contact us at the number below Please have a copy of this letter with you when you call

Sincerely
Tax Administrator

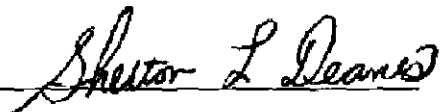
NO _____

**IN THE MATTER OF ACCEPTING AND APPROVING TO SPREADING ON THE
MINUTES THE STATE AID REVIEW OF THE ANNUAL ROAD INSPECTION**

There came on this day of accepting and approving to spread on the minutes the State Aid review of the Annual Road Inspection _____

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to authorize to spread on the minutes the State Aid review of the Annual Road Inspection

SO ORDERED this the 4th day of November, 2013



President

OFFICE OF
STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
P O BOX 1850
JACKSON MISSISSIPPI 39215-1850

H Carey Webb, P E
State Aid Engineer
Telephone 359-7150

412 Woodrow Wilson Avenue
Jackson, MS 39216
Fax 359-7141

October 30, 2013

Board of Supervisors
Clay County
C/O Chancery Clerk
P O Box 815
West Point, MS 39773

RE Clay County 2013 Annual Maintenance Inspection

Gentlemen

Enclosed is a copy of the report of the Annual Maintenance Inspection which was conducted on October 22, 2013. Please review this report and include the recommendations in your maintenance program for the coming year.

Maintenance continues to be in need of improvement in several parts of the County. Maintenance items from previous reports are still not addressed. Failure to improve maintenance on existing projects can result in suspension of State Aid and other funding to the County until maintenance issues are addressed.

Should you have questions or comments concerning this report, please do not hesitate to contact us. I look forward to working with you on your State Aid Program.

Sincerely,

H Carey Webb, P E
State Aid Engineer



By J D Jackson, P E
District Engineer

JDJ/

Attachment

pc Mr Lynn Horton
Mr Luke Lummus
Mr R B Davis
Mr Shelton L Deanes
Mr Floyd McKee ✓
Mr Robert Calvert, P E
File

MAINTENANCE INSPECTION REPORT
OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CLAY COUNTY

DATE OF THE INSPECTION October 22, 2013

J D Jackson, P E , State Aid District Engineer

Give a general narrative description of the maintenance of the surface, shoulders, slopes, ditches, drainage structures, right-of-way, and bridges on all the State Aid projects in the County

Surface maintenance is required on several roads as listed. Shoulders and slopes were generally in acceptable condition. Mowing and clearing of right of way needs improving in several districts, along with cleaning out around bridges and box culverts. Several box bridges need the silt cleaned out of the barrels and aprons and rip rap added at aprons. Missing hazard markers at bridges need to be replaced immediately, and hazard markers leaning, low, or covered up by vegetation need to be addressed. Fences and electric fences on right of way should be removed immediately. Brick mailbox supports located in the roadway clear zone are a hazard and should be removed and/or relocated. No State Aid or Federal Aid funds can be expended on roads with non-conforming mailbox supports until that support is removed. Improvement in maintenance is noted in District 5.

A Items requiring immediate attention

Replace missing, damaged or faded road signs
Replace missing hazard markers at bridges
County needs to address brick and non-conforming mailbox supports in the roadway clear zone
Remove fences and electric fences from project rights of way
Remove drift at bridge on Billy White Road

B Maintenance items which need to be corrected as soon as practical

DISTRICT 1

Barton Ferry Road

SAP-13(2), S-1714(1)B, (2)B

1714(2)B- Satisfactory maintenance Roadway is being used for Yokohama project construction, condition needs to be continually monitored

1714(1)B- Extend pile encasements, set capacity signs at bridge at proper location and height, mow right of way

Douglas Lake Road

SAP-13(22), (24)

Satisfactory maintenance

Hazlewood Road

SAP-13(8)S, (16), BR-0013(27)B, STP-0140(3)B, STP-0140(4)B

Mow east end

Project STP-0140(3)B is satisfactory

Project STP-0140(4)B satisfactory

BR - Add rip rap at aprons both sites Clean out box barrels and aprons, both sites

Repair base failure and monitor surface cracks

White Station Road

BR-0013(37)B, Site E

Mow right of way and clean out around box

Lower Town Creek Road

BR-0013(14)B

Clean brush and trees from under bridge (Some of brush and trees has been cleared)

Replace damaged object markers

West Point Industrial Park Road

SAP-13(37), LPG-13(1), APL-9999(1)B

Surface maintenance required

Vinton Road

LSBP-13(5), BR-0013(38)BO, BR-0013(37)BO

LSBP - Cut trees, remove beaver dam

BR (37) - Mow right of way and cut trees

BR - (38) - Mow right of way to limits

DISTRICT 2

Churchill Road

SAP- 13(5), (9), (12), (21), (36), SOS-0013(9)B, BR-0013(16)B

Satisfactory maintenance Monitor areas not recently resealed or over-layed
BR- Level at bridge ends

Old Tibbee Road

SAP-13(14), (26), BR-0013(36)B

Surface maintenance required north of railroad crossing
Paint rusted steel piling
BR - Clean out trees from around bridge

Tibbee-45 West Road

SAP-13(10), (13), (38), STP-0736(2)B

Brick mailbox supports located in the roadway clear zone should be relocated
Replace missing signs
Needs re-striping
SAP-13(38) - Clean out box barrels
STP-0736(2)B - Satisfactory maintenance

Tibbee Industrial Access Road

APL-0013(11)B, LPG-13(7)

Fill in low areas at pavement edge
Needs surface maintenance and leveling in places

Town Creek Access Road

AHL-0013(18)B

Repair pot hole near Weatherspoon Road intersection Pit site for Yokohama project on
north area of project Monitor roadway surface for pot holes and wear

Old Highway 50

APL-0013(42)B

Satisfactory Maintenance

Waverly Road

SAP-13(26), LPG-13(4), S-1715(1)B, RS-1715(2)B, (5)B, SEGC-1715(6)B, (7)B

Mow right of way in places

Needs surface maintenance and re-striping on 1715(5)B and 1715(7)B

Needs surface maintenance on SAP-13(26) and S-1715(6)B

Brick mailbox support in roadway clear zone should be removed or relocated

Fill low areas at pavement edge

Repair damaged approach guardrail end

Waverly Mansion Road

LPG-13(7)

Consider Surface maintenance

Decker Road

LSBP 13(6)

Cut trees on right of way and clean out box aprons

DISTRICT 3

City Limits Road (Churchill Road)

APL-9964(1)B, SOS-0013(7)B

Satisfactory maintenance

Dean Road

BR-0013(13)B, (34)B, (37)B

(13)B- Mow right of way, clean out apron

(34)B- East box bridge- remove drift, cut trees on right of way, add rip rap at apron

(34)B- West box bridge - Cut trees at box, clean out box barrels, mow right of way

(37)B- Clean off apron and add rip rap at upstream apron Cut trees Remove beaver dam

Mow right of way

Jameson Road

LSBP-13(7)

Clean off upstream apron, add rip rap at end of upstream apron Mow right of way

Montpelier - Palestine Road

SAP-13(7),BR-0013(37)B

13(7) - Replace damaged signs, needs leveling in places and re-striping, mow right of way

BR - Move fence on right of way Clean out box barrels, cut trees

Gin House Road

LSBP-13(8)

Clean out box barrels, remove drift, mow right of way to limits, remove beaver dam

Ruth Chett Road

LSBP-13(1) "C", LSBP-13(12)

- (1) - Remove fence from right of way, add rip rap at aprons, mow right of way, cut trees
- (12) - Clean out apron, mow right of way, check fence which appears to be on right of way, cut trees

Montpelier Road

SAP-13(35), (36)

- Surface maintenance and re-striping required
- Mow right of way

Hazlewood Road

BR-0013(41)BO - Site B

- Mow right of way to limits and cut trees
- Clean out box barrels and aprons

Pruitt Road

SAP-13(31)

- Needs re-striping and surface maintenance
- Remove "Pavement Ends" sign and straighten signs
- Repair damaged pavement edges
- Mow right of way

Old Highway 10

LSBP-13(3) 13(10)

- (3) - Remove fence from right-of-way, clean off bridge deck, replace missing object markers
- (10) - Clean out box aprons, cut trees - both sites

Siloam-Griffith Road

SAP-13(15), (19), (20), SOS-0013(5)B

- Cut brush and trees around box and mow right of way
- Remove fence from right of way Remove electric fence from right of way
- Replace damaged signs

Ray Vale Road

LSBP-13(5)

- Cut trees around box
- Clean out box barrels

Steele Road (Goode Road)

LSBP-13(9)

- Clean out box aprons
- Mow right of way to limits

Siloam-Una Road (Lake Grove Road)

S-0770(1)B, (2)B, BR-0770(4)B

Clear vegetation and trees from around bridges and cross drains
Mow right of right of way

DISTRICT 4

Siloam-Una Road (Lake Grove Road)

BR-0770(3)B

Replace missing hazard markers
Mow right of way
Repair damaged approach guardrail
Monitor washing under north wing of bridge

Baker Road

LSBP-13(1) "A"

Move fence which appears to be on the right of way
Add rip rap at upstream apron

Cardine Road

SAP-13(6), (29)

Mow right of way to limits and cut trees around bridge
Sweep bridge deck
Install missing object markers
Paint bridge rail
Repair box with 36" pipe on top of box

Heard Road

SAP-13(23), (27), (6)M

Remove non-compliant mailbox support in roadway clear zone (Plough)

Lone Oak Road

S-0771(1)B, BR-0013(28)B

Re-stripping and surface maintenance required on both projects
Repair guardrail (missing post) on single span bridge on 0771(1)B
BR - Clean out box barrels, cut trees Surface maintenance required
Mow right of way to limits
Replace missing object marker

Poorhouse Road (North Lone Oak)

SAP-13(17)

Surface maintenance and leveling required
Level over box culvert

Sprouse Road

SOS-0013(6)S, BR-0013(37)BO

SOS- Mow right of way, replace object markers, clean out around box
BR - (Webber Road) - Mow right of way to limits
BR- (Webber Road) - Mow right of way to limits

Una - Brand Road

**SAP-13(3), (8), S-0744(2)1, APL-0744(4)B, BR-0744(6)B, (7)B, (9)B, (10)B,
SEGC-0744(8)B**

(8) - Clean out box aprons and cut trees
Paint rusted bridge guard rail
Surface maintenance required on portion not re-sealed under Project SAP-13(14)S
Repair damaged pavement edges
Repair damaged approach guardrail end
Remove electric fence on right of way

DISTRICT 5

Davis Store - Montpelier Road

S-1716(1)B, APL-1716(5)B (includes District 3)

Paint rusted guard rail (N Bridge)
Repair damaged bridge curb unit
Needs leveling in places

Henryville Road

SAP-13(11), S-1716(2)B, (3)B, (4)B,
Satisfactory maintenance

Pine Bluff Road

LSBP-13(1) "B", BR-0013(38)BO

LSBP - Satisfactory maintenance
LSBP - Clean out box barrels
BR - Satisfactory maintenance

Tom Valentine Road

BR-0013(37)BO

Satisfactory maintenance

Pheba Colony Road (North of Henryville Road)

**SAP-13(4), SAP-13(10)S, S-739-2(1), S-0739(2)B, S-0739(10)B, (11)B, (12)B,
BR-0739(18)B, (19)B, (20)B, STP/EGC-0739(22)B**

RS/STP - Satisfactory maintenance Beginning to need surface maintenance
BR-0739(19)B - Satisfactory maintenance
BR-0739(20)B - Replace missing object markers
BR-0739(18)B - Replace missing object marker and set object markers at proper height

Annual Maintenance Inspection - 2013

Clay County - Page 8

Pheba South Road (South of Henryville Road)

**SAP-13(4), (18), S-0739-2(1), S-0739(2)B, BR-0739(12)B, RRP-0739(15)B,
RRS - 0739(16)B,**

Surface maintenance required south of Highway 50

BR - Satisfactory maintenance Monitor loss of material under end cap, N bridge

Billy White Road

LSBP-13(2)

Remove drift at bridge bent (Immediate)

Set object markers to proper height

McNulty Bottom Road and Duncan-Abbott Road

BR-0013(40)BO

Duncan -Abbott Road - Cut trees on right of way, clean off bridge deck mow right of way to limits (District 3)

McNulty Bottom Rd - Westsite - Satisfactory maintenance

McNulty Bottom Rd - East site - Satisfactory maintenance

Elmore Road

LSBP-13(4)

BR project in progress to replace bridge

Waddell Road

SAP-13(34)

Needs re-striping

Walker-Sanders Road

SAP-13(33), APL-0013(31)B, (33)B

Satisfactory maintenance

Pine Bluff Road (Hoss Johnson Road)

BR-0013(32)B, (35)B

(32) - Repair damaged approach guardrail end

(35) - Replace missing object marker

Annual Maintenance Inspection - 2013
Clay County - Page 9

Jack Foster Road

LSBP-13(5),(7), (10)

(5) - Clean out box barrels, remove weight posting signs

(7) - Clean out box aprons, add rip rap at apron,

(10) - Remove drift, add/re-set rip rap at downstream apron

Davis Road

LSBP 13(6)A

Remove drift in upstream barrel of box

Erwin White Road

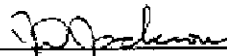
BR-0013(41)BO

Satisfactory maintenance

U S Davidson Road

STP-0013(47)BO

Mow right of way



J. D. Jackson, P.E.
District Engineer

JDJ/

pc Mr Lynn Horton
Mr Luke Lummus
Mr R B Davis
Mr Shelton Deanes
Mr Floyd McKee
Mr Robert L Calvert
File



Calvert-Spradling
ENGINEERS, INC.

301 HWY 45N, STE 5
 P O DRAWER 1078
 WEST POINT, MS 39773
 .662 / 494-7101

INVOICE TO

Clay County Board of Supervisors
 P O Box 810
 West Point MS 39773

August 7, 2013
 Invoice number 080713

Engineering Services CSE Project # 212153
 Rails, ALTA survey and Temporary waterline
 Prairie Belt Powersite

Engineering (rails)	\$406,800 00		
Testing/Environmental (rails)	110,946 00	19 83% x \$110,946 00	\$22,000 00
ALTA survey	53,000 00		
Temporary waterline	31,250 00	Percent complete 100% x \$31,250 00	\$31,250 00

Amount Due \$53,250 00
 Less Prev Pay 51,687 50
 AMOUNT DUE \$ 1,562 50

This is to certify that the charge here made does not exceed the cost to the general public of such item or items in the same quality or quantity

Robert L Calvert, P E

EXPENDITURE REPORT NO 3

CLAY COUNTY BOARD OF SUPERVISORS
 FOR
 RAILS ALTA Survey and Temporary Water
 Prairie Belt Powersite
 CSE Project No 212153

August 7, 2013

	THIS MONTH	TOTAL TO DATE	BUDGET
Rails (to be bid)			3,698,186 00
Perma Corp (temp waterline)	29 037 03	160,000 80	160,000 08 *
CONSTRUCTION	<u>\$29,037 03</u>	<u>\$160 000 80</u>	<u>\$3,858,186 08</u>
Engineering - rails			406,800 00
Engineering - temp waterline	1 562 50	31,250 00	31 250 00
Testing/Environmental - rails		22,000 00	110,946 00
ALTA Survey			53,000 00
Contingencies			218 867 00
TOTAL COST	<u>\$30,599 53</u>	<u>\$213,250 80</u>	<u>\$4,679,049 08</u>

*Reflects CO 1-2

FUNDING

Clay CoEDD	<u>4 658 000 00</u>
Total	4,658,000 00

Calvert Spradling Engineers Inc
P O Drawer 1078
West Point MS 39773
662-494-7101

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

Invoice number 4789
Date 06/04/2013

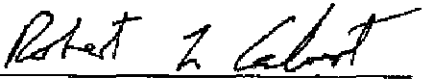
Project 210-128 CCBS JOE MYEPS BRIDGE

LSBP 13(13)

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Preliminary	18 927 82	100 00	18 927 82	18 927 82	0 00
03 Construction	28 391 74	50 00	0 00	14 195 86	14 195 86
Total	47 319 56	70 00	18 927 82	33 123 68	14 195 86

Invoice total 14 195 86

This is to certify that the charge here made does not exceed the cost to the general public of such item or items in the same quality or quantity



Robert L. Calvert, P E
County Engineer

PAID
6-13-13

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

ENGINEERING ESTIMATE

v0000134860

Project No LSBP-13(13) , Clay County 12% Fee Type Eng. Contr

Estimate of Payment for Construction Eng Services to the Board of Supervisors

Est No 2 Period Preliminary or Construction
February 3 2013 to May 31 2013 Prepared June 1 2013

Am't Prelim Est \$ 291,602 50 Am't Contract Est \$ 394,329 63 Am't Final Est \$

Total Eng Fee this Est \$ 33,123 68 Last Est \$ 18,927 82 Increase \$ 14,195 86

Amount
\$

As per authority granted under House Bill No 828 of the Law of 1970

Construction Engineering Services paid to Robert L. Calvert, P E

by the Clay County Board of Supervisors as per

Engineering Agreement dated May 4, 1998 and approved by the

State Aid Engineer on May 13, 1998

Estimate No 1 (Preliminary) $\$394,329.63 \times 12\% \times 40\%$ \$18,927.82
Estimate No 2 (Construction) $\$394,329.63 \times 12\% \times 60\% \times 50\%$ \$14,195.86

Days working on Project This Period	47	Total Engineering Fee Earned	\$ 33,123 68
Previous Working Days	0	Less Previous Payments	\$ 18,927 82
Total Working Days	47	Amount Due This Estimate	\$ 14,195 86
Project Percent Complete	56 92	Less Deductions	\$ 0 00
Percentage of Expended Tot	62 67	Net Payment Due	\$ 14,195 86

CERTIFIED CORRECT

Robert L. Calvert

County Engineer

APPROVED

J. O. Jackson 6713

Est. Ac Engineer

Submit 4 Copies to State Aid Road Construction

\$ DISTRICT # 10

NO _____

**IN THE MATTER OF APPROVING TO SPREAD ON THE MINUTES THE FINAL
NOTICE RECEIVED FROM THE MS DEPARTMENT OF REVENUES APPROVING THE
REAL AND PERSONAL PROPETY ROLLS FY 2013**

There came on this day for consideration the matter of approving to spread on the minutes the final notice received from the MS Department of Revenues approving the real and personal property rolls FY 2013

After motion by R B Davis and second by Floyd McKee this Board doth vote unanimously to approve to spread on the minutes the final notice as received from the MS Department of Revenue approving the Real and Personal Property rolls for year 2013

SO ORDERED this the 4th day of November, 2013



President



2013 Rolls

TO THE BOARD OF SUPERVISORS

RE ORDER OF THE DEPARTMENT OF REVENUE AS TO ASSESSMENT ROLLS

We are forwarding the Department of Revenue's order with respect to your real and personal assessment rolls for 2013, as required by Section 27-35-115 Miss Code Ann

You should proceed as required by Section 27-35-117 or 27-35-123, Miss Code Ann, as amended, whichever is applicable. The Board should enter on its minutes the order of the Department of Revenue

Sincerely yours,

Carzell Matthews
Office of Property Tax

NO _____

**IN THE MATTER OF CLARIFYING FUNDING ALLOCATION TO THE CLAY
COUNTY SOIL CONSERVATION OFFICE FOR YEAR 2013-2014**

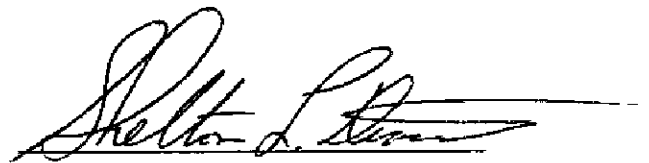
There came on this day for consideration the matter of clarifying the funding allocation to the Clay County Soil Conservation office for year 2013-2014

It appears to this Board \$8,000 was appropriated in the budget FY 2013-2014 for the Clay County Soil Conservation (SCS) office to assist in the funding of a part-time employee to assist with duties in the office, and,

It appears to this Board comes now David Waide, Board member of the said Soil Conservation Office requesting to utilize the funds to pay for MS State Associational Dues, the purchase of a Computer and Computer equipment, and to pay the general liability policy for the office, and for the remaining balance after said expenditures are paid to go to assist in the funding of a part-time office personnel

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the said allocation of funds to be utilized to pay State Associational dues for the SCS office, to pay for a general liability policy for the SCS office, and for Treva Hodge the County's IT Manager to check with department heads to locate a monitor, keyboard, and computer tower not being utilized which could be of some benefit for the SCS office

SO ORDERED this the 4rth day of November, 2013



President

NO _____

**IN THE MATTER OF ACCEPTING THE BID OF HANCOCK BANK TO LEASE
PURCHASE THE PURCHASE OF SHERIFF VEHICLES**

There came on this day for consideration the matter of accepting the bid of Hancock Bank to Lease Purchase the purchase of Sheriff Vehicles

It appears to this Board as attached hereto as Exhibit A are two bids submitted for the lease purchase of the vehicles listed under the State of MS state contract list for the benefit of the Sheriff's Department, and,

It appears to this Board as attached hereto as Exhibit A are two quotes for the financing of lease purchase of \$ 136,408 for vehicles for the Sheriff's Department and (1) quote being for 48 months annual payment of \$37,012 62 from Mears Motor Leasing (2) quote of Hancock Bank for 48 months at 2 04% annual payment of \$ 35,541 24

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to accept the quote of Hancock Bank for the Lease Purchase of \$ 136,408 for vehicles for the Sheriff's Department as attached hereto as Exhibit A

SO ORDERED this the 4rth day of November, 2013



President



VIA EMAIL

November 1, 2013

Board of Supervisors
Clay County Mississippi
C/o Ms Amy Berry

0 + 0
2 9 6 1 7 7
1 2 =
3 5 5

Re Lease Purchase Financing – Various Vehicles

Gentlemen

We understand that Clay County, Mississippi is considering lease-purchase financing for Various Vehicles (hereinafter the "Equipment") under the authority of Sec 31-7-13(e) of the Miss Code of 1972, as amended. The Equipment's total cost is not expected to exceed \$136,408.00 and 100% of the cost will be 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>
\$136,408.00	36 monthly payments @ \$3,904.10 per month	1.95%
	48 monthly payments @ \$2,961.77 per month	2.04%

◆ No Prepayment Charges or Penalties ◆ No Additional Charges of Any Kind ◆

* 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



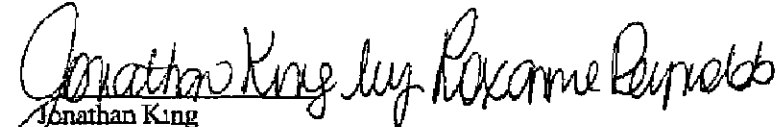
This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and 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


Jonathan King
Government Leasing
Public Finance Department



A Financial
Division of

The Bank
MEMBER FDIC

Prepared For
Attention
Date Prepared
Prepared By

CLAY
Ganton PD
Capt Lee
10/18/13
Karrie Linn Velms
407 253-4505
kvelms@mearsleasing.com

5 Units

	36 Month		48 Month	
	Advanced	Arrears	Advanced	Arrear
Monthly	4 114 62	\$ 4 134 34	\$ 3 12 71	87 92
Quarterly	12 280 64	\$ 12 457 17	168 19	04 20
Semi Annual	24 375 40	\$ 25 076 20	18 783 50	1 29 7
Annual	48 033 46	\$ 50 795 39	\$ 37 11 82	3 140 6

4

54

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions
Caution If the issue price is under \$100,000 use Form 8038 GC

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return check here <input type="checkbox"/>
1 Issuer's name Board of Supervisors Clay County MS		2 Issuer's employer identification number (EIN) 64 6000252
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Amy Berry Chancery Clerk		3b Telephone number of other person shown on 3a 662 494 3124
4 Number and street (or P.O. box if mail is not delivered to street address) P O Box 815	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code West Point MS 39773		7 Date of issue
8 Name of issue Clay County LP Series 2013		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Amy Berry Chancery Clerk		10b Telephone number of officer or other employee shown on 10a 662-494 3124

Part II Type of Issue (enter the issue price) See the instructions and attach schedule		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	\$136,408 00
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other Describe ▶	18	
19 If obligations are TANs or RANs check only box 19a <input type="checkbox"/>		
If obligations are BANs check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale check box <input checked="" type="checkbox"/>		

Part III Description of Obligations Complete for the entire issue for which this form is being filed				
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21		\$ 136,408	\$	_ years
				2.04 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21 column (b))	23	\$136,408	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29	\$136,408	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds Complete this part only for refunding bonds	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded <input type="checkbox"/> _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded <input type="checkbox"/> _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) <input type="checkbox"/> _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

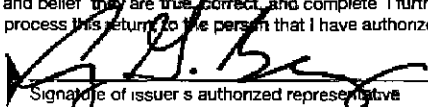
For Paperwork Reduction Act Notice, see separate instructions

Cat No 63773S

Form **8038-G** (Rev. 9 2011)

Part VI Miscellaneous

- | | | |
|-----|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
 - b Enter the final maturity date of the GIC ▶ _____
 - c Enter the name of the GIC provider ▶ _____
 - 37 Pooled financings Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a If this issue is a loan made from the proceeds of another tax-exempt issue check box ▶ and enter the following information
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
 - 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception) check box ▶
 - 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate check box ▶
 - 41a If the issuer has identified a hedge check here ▶ and enter the following information
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
 - 42 If the issuer has superintegrated the hedge check box ▶
 - 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions) check box ▶
 - 44 If the issuer has established written procedures to monitor the requirements of section 148 check box ▶
 - 45a If some portion of the proceeds was used to reimburse expenditures check here ▶ and enter the amount of reimbursement ▶ _____
 - b Enter the date the official intent was adopted ▶ _____

Signature and Consent	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. I further declare that I consent to the IRS's disclosure of the issuer's return information as necessary to process this return to the person that I have authorized above.			
	 Signature of issuer's authorized representative	11/4/13 Date	Amy Berry Chancery Clerk Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no. ▶		

HANCOCK BANK

Lease Purchase Closing Memorandum

Transaction Profile

Date of Funding	TBD
Government Name	Clay County, Mississippi
Type of Governing Body	Board of Supervisors
Amount, Rate & Term of Lease	\$136,408 00 / 2 04% / 48 months
Monthly Payment Amount	\$2,961 77
Equipment Description	Five (5) New 2014 Dodge Vehicles

Schedule & Description of Closing Documents

Step # and Document Description

- 1 **Authorizing Resolution** – *This document authorizes the lease purchase financing by the governing body and gives the appropriate officials the authority to enter into such contract* The Resolution must be passed by the Board of Supervisors and executed (signed) by the Board President and Chancery Clerk before any other document is executed The original, signed copy needs to be sent back to Hancock Bank in the Federal Express envelope provided within

- 2 **Governmental Lease Purchase Agreement** – *This document is the contract between the lessor and the lessee (Clay County) which is the basis of the transaction* This Agreement must be signed and dated on or after the Resolution is passed and before or at the funding of the lease (not after!) The original, signed copy needs to be sent back to Hancock Bank in the Federal Express envelope provided within

- 3 **Attachments to the Lease Agreement** – *These various documents support and perfect the Lease Agreement as well as the interests of the parties to the transaction.* These documents should be signed and executed by the appropriate officials and dated with the same date as that of the Lease Agreement The original, signed copies need to be sent back to Hancock Bank in the Federal Express envelope provided within

Important Notes Regarding Attachments

- IRS Form 8038G – Hancock Bank will file this form with the Internal Revenue Service, as required by law on behalf of the County Please have it signed by the appropriate official and return it to Hancock Bank along with the rest of the documents
 - Purchase Orders and Invoices – Hancock Bank must have all Purchase Orders and Invoices (copies are sufficient) issued to or received from the equipment vendor
 - Evidence of Insurance – Hancock Bank must be shown as additional insured and loss payee on the equipment's insurance policy Please provide an insurance certificate or some other form of evidence of insurance
-
- 4 **Legal Opinion of Lessee's Counsel** – This opinion must be printed on the Board Attorney's letterhead and dated on or after the date of the Lease Agreement (not before!) The original, signed copy needs to be sent back to Hancock Bank in the Federal Express Envelope provided within

*****Please Note** There is no need to make copies of the documents Hancock Bank will provide a package containing copies of all transaction documents soon after closing

AUTHORIZING RESOLUTION

BOARD MEMBER W. Keenum 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 2013 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 2 04% per annum

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.

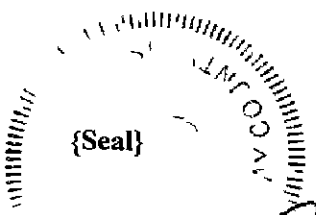
BOARD MEMBER H.B. Davis seconded the motion and after a full discussion the same was put to vote with the following results

<u>Lynn Horton</u>	Voted <u>Aye</u>
<u>Mike Lunnus</u>	Voted <u>Aye</u>
<u>H.B. Davis</u>	Voted <u>Aye</u>
<u>Shelton Deanes</u>	Voted <u>Aye</u>
<u>Floyd McKee</u>	Voted <u>Aye</u>

The motion, having received an affirmative vote, was carried and the resolution adopted, this the 4th day of November 2013

By Shelton Deanes

Mr Shelton Deanes
President, Board of Supervisors



Attest Amy Berry
Ms. Amy Berry
Clerk of Board

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 Nov. 4, 2013 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

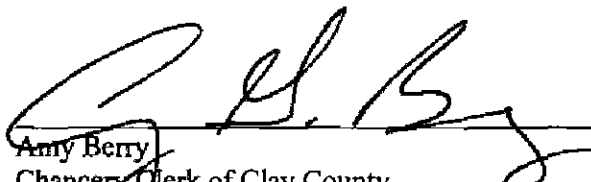
4 The copy of the instrument annexed hereto, entitled

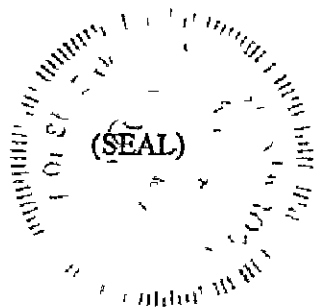
A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAYCOUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE 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 4th day of November 2013

CLAYCOUNTY BOARD OF SUPERVISORS


Amy Berry
Chancery Clerk of Clay County



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 that 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. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the 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 advance 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 or 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 any 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 at 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 (c) 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 and 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 on the date first written below

LESSOR HANCOCK BANK

LESSEE BOARD OF SUPERVISORS
OF CLAY COUNTY, MS

By _____
MR. JONATHAN KING
PUBLIC FINANCE OFFICER

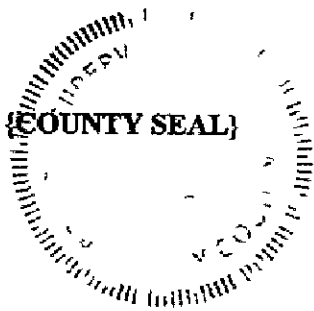
By *Shelton Deanes*
MR SHELTON DEANES
PRESIDENT, BOARD OF SUPERVISORS

As of _____, 2013

As of Nov 4, 2013

ATTEST

By *Amy Berry*
MS AMY BERRY
CLERK OF BOARD



As of Nov. 4, 2013

EXHIBIT "A"
RESOLUTION OF LESSEE

EXHIBIT "B"

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

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 Nov. 4, 2013 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 that 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 4th day of Nov 2013

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By 
SHELTON DEANES
Board President

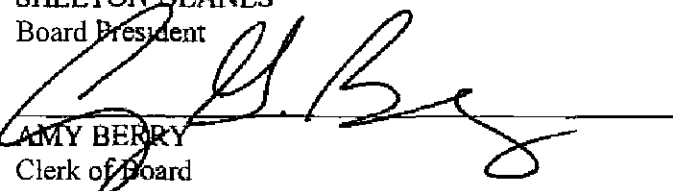


By 
AMY BERRY
Clerk of Board

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 Nov. 4, 2013 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 
SHELTON DEANES
Board President

By 
AMY BERRY
Clerk of Board

Roundtree Chrysler Dodge Jeep Ram

5395 I-55 North, Jackson, Ms , 39206

COMMERCIAL SALES DEPARTMENT



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NEW!! 2014 Dodge Charger Pursuit Base Contract Price	\$22020 00
Factory Options	
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HD Police Severe Duty Pkg	INC
3 6L V6 24V VVT	INC
Speed Control w/Tilt-Telescopic Steering Wheel	INC
Pwr Windows Locks Mirrors	INC
Air Conditioning w/Dual Zone	INC
6-Way Power Seat	INC
X5/X9 Cloth Bucket Seats w/Vinyl Rear Seat	\$ 107 00
Black vinyl Floor Covering	INC
Full Size Spare	INC
W8A 18"Wheel Covers	\$ 27 00
All Speed Traction Control w/Electronic Stability Control	INC
Brake Assist plus Hill Start Assist plus Rain Brake Support	INC
Road Leveling and Height Control	INC
Daytime Running Lights	INC
<u>Keyless Go w/Keyless Remote Entry</u>	<u>INC</u>
TOTAL VEHICLE PRICE	\$22154 00
POLICE EQUIPMENT GROUP BARLIGHT PACKAGE	\$ 4 785 00
Includes All LED Barlight with Traffic Advisor (includes LED takedowns and alleys)	
10 Switch switchbox Siren w/speaker and mic Jotto desk console w/cupholders and armrest Corner Hide-a-LED in rear Built in Streamlight SL-20 Cage w/sliding center window and push bumper	
Substitute Single Cell Containment Cage	add \$ 600 00
TOTAL VEHICLE PRICE W/ADDS	\$27 539 00
(BLACK & WHITE TUTORNE OPTION ADD \$1100 DARK TINT GLASS ADD \$200)	

CALL OR SEE **Wes Herring**

Wes 601-503-4534

WE WILL CUSTOM UPFIT TO YOUR SPECS, CALL , COME IN OR WE WILL COME TO YOU

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wes@roundtreejackson.com

7-11-13 12:00 PM

Commercial Sales Department

WE ARE THE STATE CONTRACT VENDER FOR



2014 DODGE 1500 CREW CAB SSV-4X4

Base Contract price on SPECIAL SERVICE VEHICLE \$ 22 357 00

140 WB 57 BOX	
5 7L V8 HEMI VVT	INC
6-SPD AUTOMATIC 65RFE TRANS	INC
4TD CONDITTONING-TINTED GLASS	INC
SPEED CONTROL W/TILT WHEEL	INC
POWER WINDOWS POWER LOCKS POWER MIRRORS	INC
HD SEVERE SERVICE PACKAGE	INC
17x7 0 STEEL WHEELS	INC
P265/70R17 BSW ALL SEASON TIRES	INC
ANTI-SPIN REAR AXLE (3 55 RATIO)	INC
220 A ALT 800AMP BATTERY	INC
ENGINE OIL COOLER	INC
115V AUX POWER OUTLET	INC
PREM CLOTH LOW-BACK BUCKET SEATS W/ 10 WAY PWR SEAT	INC
3 KEY FOBS W/REMOTE KEYLESS ENTRY W/ALL-SECURE	INC
MONOTONE PAINT CHOICE	INC
CLOTH LOW-BACK BUCKET SEATS W/PWR LUMBAR	INC

TOTAL PRICE TO SPECIAL ORDER BASE CONTRACT VEHICLE \$ 22 357 00

Dealer Options Police Undercover Lights \$ 3895 00

TOTAL VEHICLE PRICE \$26252 00

ULB24- DLP Front all LED lightbar w/ takedowns, 4 surface mount in rear window, 2 grille lights, full floor console with faceplates, cupholders, and armrest siren, switchbox, speaker, 2 flashers in reverse lights

72

CALL OR SEE WES HERRING

601-503-4534

Fax Orders to 601-709-1635 or email us at wes@roundtreejackson.com

EXHIBIT "E"
RENTAL PAYMENTS

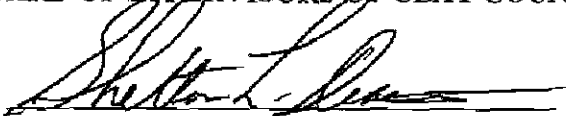
Monthly rentals on this agreement are \$2,961.77. The first rental due on this agreement will be due on the TBD day of TBD Month 2013 and subsequent monthly rentals will be due on the 10th day of each month thereafter. The lease term of this agreement is 48 monthly payments with a \$1.00 Purchase Option 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.

EXHIBIT "F"
ACCEPTANCE CERTIFICATE

The undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee under the Governmental Lease Purchase Agreement (the "Agreement") dated Nov 4, 2013 with HANCOCK BANK ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this Nov. 4, 2013 and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date

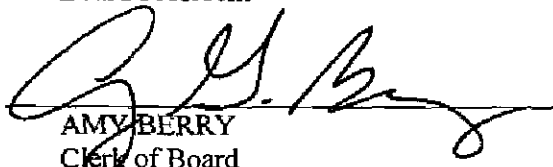
BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By



SHELTON DEANES
Board President

By



AMY BERRY
Clerk of Board

**EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER**

TO HANCOCK BANK

RE Governmental Lease Purchase Agreement

Gentlemen

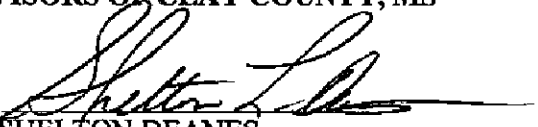
Reference is made to that certain Governmental Lease Purchase Agreement, dated ~~November~~ November 2013 ("Lease"), between Lessor and us, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

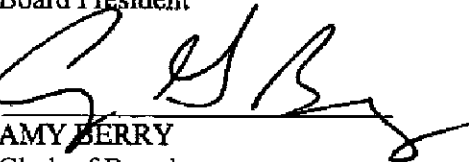
Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary 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 
SHELTON DEANES
Board President

By 
AMY BERRY
Clerk of Board

**Exhibit H
BILL OF SALE**

For and in consideration of the purchase price of \$136,408 00 paid by Hancock Bank, Gulfport, Mississippi ("Lessor"), to the _____ ("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

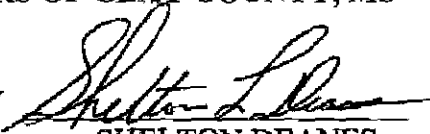
It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of Nov. 4, 2013 between Lessor and Lessee (the "Agreement"), with the same effect 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

4th IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this day of Nov. 2013

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY 
SHELTON DEANES
Board President

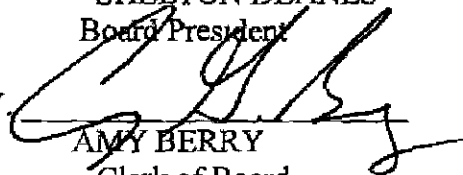
BY 
AMY BERRY
Clerk of Board

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

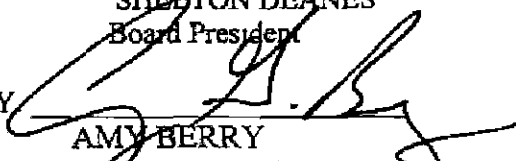
This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of Nov. 4, 2013 and of which this Assignment constitutes an integral part, 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 4th day of Nov 2013

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY 
SHELTON DEANES
Board President

BY 
AMY BERRY
Clerk of Board

**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")

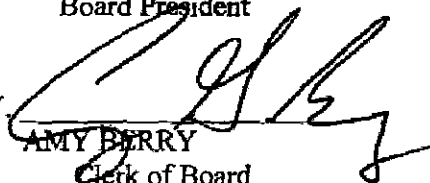
The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor

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 Nov. 4, 2013 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 4th day of Nov. 2013

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY 
SHELTON DEANES
Board President

BY 
AMY BERRY
Clerk of Board

**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 Nov 4, 2013 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 2013
- 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 2013 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 2013 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 4th day of Nov. 2013

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By 
SHELTON DEANES
Board President

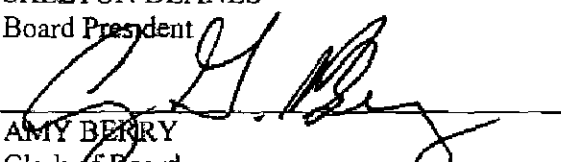
By 
AMY BERRY
Clerk of Board

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 Nov. 4 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 4th day of Nov, 2013

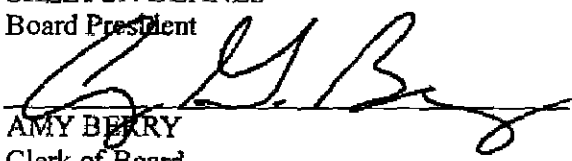
BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By


SHELTON DEANES

Board President

By


AMY BERRY

Clerk of Board



Revised Quote

Velms, Karrie-Linn <kvelms@thebancorp.com>
To Stanley Lee (slee ccso@gmail.com) <slee ccso@gmail.com>

Fri Oct 18 2013 at 3 02 PM

Hi Captain Lee

In follow-up to our conversation, attached is the quote for the five vehicles with a total cap cost of \$136,408.00

I am not sure if you are aware that we can also add any up-fitting into the lease price, if you haven't already done so

If you should have any questions, please do not hesitate to contact me

Have a Great Day!

Karrie-Linn Velms
The Bancorp Bank
Mears Motor Leasing
3905 El Rey Road
Orlando, FL 32808
407 253 4505-office direct
407 488 9238-cell
302 791 5705-efax
kvelms@thebancorp.com



136408.00

Subtotal
\$ 41,164

877-331-5937

\$ 39,140.85

↑
lease payment

NO _____

**IN THE MATTER OF DESIGNATING DEPUTY SHERIFF STANLEY LEE AND
DEPUTY SHERIFF BOBBIE HORNER AS THE COUNTY FIRE INVESTIGATORS**

There came on this day for consideration the matter of designating Deputy Sheriff Stanley Lee and Deputy Sheriff Bobbie Horner as the County Fire Investigators

After motion by Floyd McKee and second by R B Davis this Board doth vote unanimously to approve to designate the full -time County Fire Investigator to be Deputy Sheriff Stanley Lee and for the part-time County Fire Investigator to be Deputy Sheriff Bobbie Horner as attached hereto as Exhibit A

SO ORDERED this the 4rth day of November, 2013



President

MISSISSIPPI DEPARTMENT OF INSURANCE

Division of Fire Services Development

P O Box 79

Jackson, MS 39205-0079

601-359-1062

COUNTY FIRE INVESTIGATOR FORM

2013

NAME OF COUNTY Clay County

COUNTY FIRE INVESTIGATOR'S NAME Stanley Lee

ADDRESS P.O. Box 142 PHONE (DAY) (662) 494-2896
West Point, MS PHONE (NIGHT) (662) 295-5450

EMAIL Slee.0090@jagat.com

WORK STATUS

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

I Eddie Scott, Sheriff of Clay County have appointed Stanley Lee as Deputy of said county on November 4th 2013 as fire investigator. This appointment has been approved by the board of supervisors on its minutes. It is understood that he/she will provide the necessary reports required by the Mississippi Department of Insurance guidelines of the Commissioner of Insurance and attend the arson investigator training certification course offered by the State Fire Academy and State Fire Marshal's Office within one year of appointment and attend an annual county arson investigators workshop sponsored by the State Fire Marshal's Office in order to meet county eligibility for state fire funds.

Eddie Scott

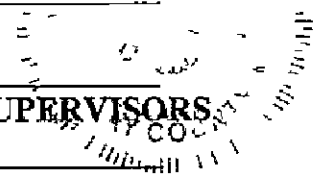
SHERIFF

Shelton Lee

PRESIDENT OF THE BOARD OF SUPERVISORS

BJ McClintock

COUNTY FIRE COORDINATOR



(DUE DECEMBER 31, 2013)

UPDATED 8/26/13

MISSISSIPPI DEPARTMENT OF INSURANCE

Division of Fire Services Development

P O Box 79

Jackson, MS 39205-0079

601-359-1062

COUNTY FIRE INVESTIGATOR FORM

2013

NAME OF COUNTY Clay

COUNTY FIRE INVESTIGATOR'S NAME Bobby Horner

ADDRESS P.O. Box 142 PHONE (DAY) (662) 494-2896
West Point, MS PHONE (NIGHT) (662) 295-2164

EMAIL escottclaysheriff@gmail.com

WORK STATUS

FULL-TIME DEPUTY __ PART-TIME DEPUTY SPECIAL DEPUTY __ OTHER
(PLEASE SPECIFY)

Eddie Scott, Sheriff of Clay County have appointed Bobby Horner as Deputy of said county on November 14th 2013 as fire investigator. This appointment has been approved by the board of supervisors on its minutes. It is understood that he/she will provide the necessary reports required by the Mississippi Department of Insurance guidelines of the Commissioner of Insurance and attend the arson investigator training certification course offered by the State Fire Academy and State Fire Marshal's Office within one year of appointment and attend an annual county arson investigators workshop sponsored by the State Fire Marshal's Office in order to meet county eligibility for state fire funds.

Eddie Scott
SHERIFF

Shelton L. Smith
PRESIDENT OF THE BOARD OF SUPERVISORS

BJ McClinton
COUNTY FIRE COORDINATOR

(DUE DECEMBER 31, 2013)

PETITION FOR REDUCTION OF ASSESSMENT

Property of Baulah Wray School Dist West Point Road Dist 101
STATE OF MISSISSIPPI
COUNTY OF Clay
Now comes Paige Lamkin and applies for a reduction in the assessments
against the petitioners on the Real Assessment Roll for the year 2013

PER ATTACHED FORM 60-606 TOTAL _____

AFFIDAVIT FOR CHANGE

STATE OF MISSISSIPPI
COUNTY OF Clay

Age	Line	Parcel	Land	Improvements	Total Value	Change
		<u>061C204A008000</u>	<u>1840</u>	<u>6934.50</u>	<u>8774.50</u>	<u>4387.40</u>

Owner Baulah Wray Reason for change homestead deleted in error

Application is hereby made by or on behalf of the taxpayer named for change or reduction of assessment and the parties signed below swear to and certify that all facts stated are true

AFFIDANT _____ TAXPAYER _____
Witness my signature this the 28 day of October 2013
TAX ASSESSOR Paige Lamkin

ORDER OF BOARD OF SUPERVISORS

STATE OF MISSISSIPPI
COUNTY OF Clay
ORDER

It appearing to the Board of Supervisors from evidence both oral and documentary, offered in support of said application that the assessment should be changed or reduced

IT IS THEREFORE ORDERED by the Board of Supervisors of Clay County, Mississippi, that a total reduction of the assessment on said roll of \$ 4,387.40 and said charges being for the year 2013

IT IS FURTHER ORDERED that the Clerk of said Board certify two copies of this order to the State Tax Commissioner. The Clerk of said Board is hereby authorized and directed to change the said Assessment Roll in accordance with the provisions of this order. The Tax Collector is hereby authorized to change the copy in his possession in accordance with the provisions of this order. The Tax Collector is directed to collect the taxes thereon including district taxes and homestead exemption if any be adjusted.

ORDERED AND AFFIRMED
4th November 13
Shelby L. Dean
(President of Board of Supervisors)

CLERK'S CERTIFICATE

I Amy Berry Clerk of the Board of Supervisors of Clay County State of Mississippi do hereby certify that the foregoing is a true and correct transcript of an order of said Board of Supervisors passed on the day 4th of November 2013 as the same appears on Page _____ of Minute Book _____ or said Board now on file in the office of said Clerk in the office of Board of Supervisors in said County.

Witness my hand and official seal this the 4th day of November 2013
Amy Berry
Clerk of the Board of Supervisors of said County

NO _____

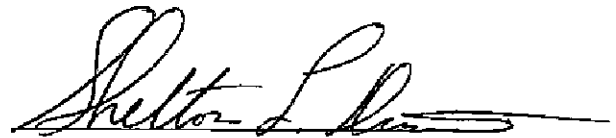
IN THE MATTER OF AUTHORIZING TRAVEL

There came on this day for consideration the matter of authorizing travel

It appears to this Board Deputy Sheriff John Lepicier is needing to travel to Tunica, MS for professional development class on November 15, 2013 with a registration fee of \$100

After motion by R B Davis this Board doth vote unanimously to authorize John Lepicier to travel to Tunica, MS for the said training

SO ORDERED this the 4rth day of November, 2013



President

NO _____

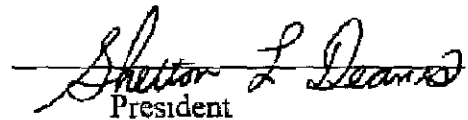
**IN THE MATTER OF AUTHORIZING DISTRICT 5 TO PURCHASE A 2 TON DUMP
TRUCK**

There came on this day for consideration the matter of authorizing District 5 to purchase a 2 ton Dump Truck

It appears to this Board District 5 is in need of purchasing a 2 ton dump truck for operations and use by the said District in doing work

After motion by Floyd McKee and second by Lynn Horton this Board doth vote unanimously to authorize District 5 to solicit bids to purchase a used 2 ton dump truck for the use and benefit of District 5

SO ORDERED this 4th day of November, 2013


President

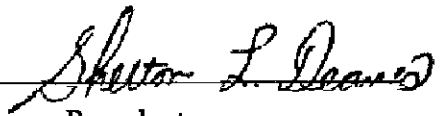
NO _____

IN THE MATTER OF GOING INTO CLOSED SESSION

There came on this day for consideration the matter of going into closed session

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to go into closed session

SO ORDERED this the 4rth day of November, 2013



President

NO _____

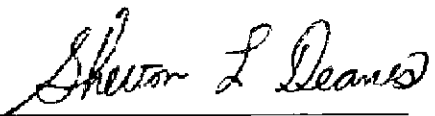
**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION
AS ALLOWED UNDER SECTION 25-41-7 OF THE MISS CODE**

There came on this day for consideration the matter of going from closed session to executive session as allowed under Section 25-41-7 of the Miss Code

It appears to this Board there is a need to go into executive session to discuss the purchase of property and potential litigation as allowed under Section 25-41-7 of the *Miss Code*

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to go from closed session to executive session

SO ORDERED this the 4rth day of November, 2013



President

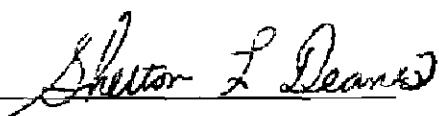
NO _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of Executive Session

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to come out of executive session

SO ORDERED this the 4rth day of November, 2013



President

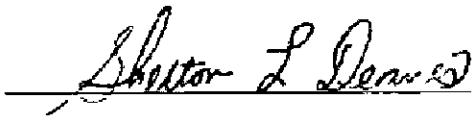
NO _____

**IN THE MATTER OF CONCURRING AND AUTHORIZING TO SPREAD ON THE
MINUTES THE LETTER FROM YOKOHAMA TIRE MANUFACTURING OF REPAIRS TO
COUNTY ROADS DUE TO HAULING OPERATION**

There came on this day for consideration the matter of concurring and authorizing to spread on the minutes the letter from Yokohama Tire Manufacturing of repairs to County Roads due to the Hauling operations

After motion by Luke Lummus and second by Lynn Horton this board doth vote unanimously to concur with the said letter as received from Yokohama Tire Manufacturing as attached hereto as Exhibit A and authorize to spread on the minutes

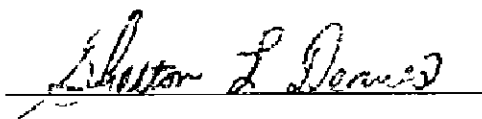
SO ORDERED this the 4th day of November, 2013



President

After motion by Floyd McKee and second by R B Davis this Board doth vote unanimously to recess until Thursday, November 7, 2013, at 9 00 a m

SO ORDERED this the 4th day of November, 2013



President

October 23 2013

Bob Marshall, Esq
County Attorney
Clay County, MS

Re Yokohama Tire Manufacturing Facility – Use of Certain Clay County Roads for Hauling Operation

Dear Mr Marshall

This is to confirm recent discussions with you and your representatives regarding the select fill hauling operation underway in conjunction with the construction of our new tire manufacturing plant in Clay County

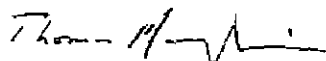
Eutaw Construction Company Inc (Eutaw), the site preparation Subcontractor engaged by our Contractor, Kajima Design & Building Group (KDBG), is anticipating hauling approximately 30 00 loads of material from a borrow site to our project location, using Barton Ferry Road, State Road 50, Town Creek Road and Campground Road

The issue has arisen as to the possible need to repair or restore Town Creek Road and Campground Road following completion of the hauling operation (Separate arrangements are in place for Barton Ferry Road) Yokohama Tire Manufacturing Mississippi, LLC (YTMM) hereby agrees to pay the costs of returning the two roads (Town Creek Road and Campground Road) to a state of repair consistent with their current condition less normal wear and tear Eutaw will have responsibility for maintenance of the County roads during its hauling operation, including for clearing as needed and keeping them passable for all normal traffic needs, not limited to their trucks

There are two additional points that need mentioning respecting this commitment First to the extent the roads may be damaged as a result of an accident or other insurable event this would be covered by the Subcontractor's and/or Contractor's insurance coverage, so repairs due to such causes are not included in this commitment Second, YTMM reserves the right to either undertake the needed repair or restoration work itself, or to reimburse the County for doing so, at its option provided that we will agree to make this election promptly following completion of the hauling operation

Thank you for your cooperation in this matter and we look forward to a continuing productive relationship with Clay County as this project proceeds

Sincerely yours,



Thomas Masuguchi
Secretary, Yokohama Tire Manufacturing Mississippi, LLC

