

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 9th day of October, 2014, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R. B Davis, and Floyd McKee, President Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, 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 OCTOBER 9, 2014**

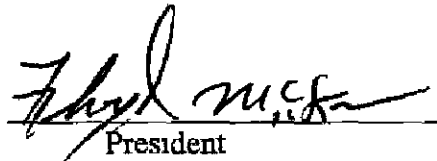
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on October 9, 2014

It appears to this Board the following items need to be added to the agenda for further discussion and consideration by this Board

- Brent Thompson introduction of field representative for Congressmen Nunnalee's Office
- R B follow up on the tributaries of Reed Creek and Mhoon Valley
- Mr Darby regarding the federal law compliance of the Clay County Courthouse

After motion by R B Davis and second by Lynn Horton the Board doth vote unanimously to adopt the agenda as presented

SO ORDERED this the 9th day of October, 2014


President

ORDER OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, ACCEPTING

THE CONTRACT FOR SURFACE TRANSPORTATION PROGRAM


PROJECT NO STP-0739(23)B

WHEREAS, the Board of Supervisors of Clay County, Mississippi awarded a contract to **Phillips Contracting Co Inc**, known as **SURFACE TRANSPORTATION PROGRAM** Project No **STP-0739(23)B**,

WHEREAS, the Clay County Engineer and the State Aid Engineer advise that they consider the construction portion of this contract to have been completed according to all its provisions and recommend that the Contractor be released from further maintenance responsibilities

NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the Contractor for the project designated above, be released from further maintenance responsibility under the contract, effective **October 3, 2014**

IT IS FURTHER ORDERED THAT THE President of the Board be and he is hereby authorized to sign, with the State Aid Engineer and the Executive Director of the Mississippi Department of Transportation, a joint letter of formal contract acceptance to the Contractor, and the Clerk of the Board transmit a certified copy of this order to the State Aid Engineer


[Signature]
President, Board of Supervisors
CLAY COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No 146 Page No , same having been adopted at a meeting of said Board of Supervisors on the 9th day of October, 20 14

[Signature]
Clerk of Board of Supervisors
CLAY COUNTY, MISSISSIPPI

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 (601)359 7150
www.msstateaidroads.us

412 Woodrow Wilson Avenue
Jackson Mississippi 39216
Fax (601)359 7141
mail@osarc.state.ms.us

October 3, 2014

Gentlemen

Phillips Contracting Co , Inc
P O Box 2069
Columbus, MS 39704-2069

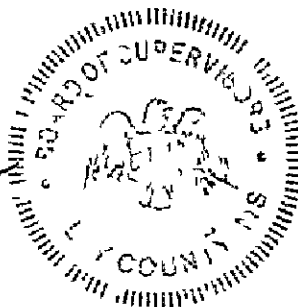
RE SURFACE TRANSPORTATION PROGRAM
PROJECT NO STP-0739(23)B
CLAY COUNTY

This is our formal notice that the above designated contract, including all provisions thereof, is hereby accepted and you are released from further responsibility under this contract effective upon signature of the Executive Director

Sincerely,

By


President, Board of Supervisors



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By

H Carey Webb, State Aid Engineer

Date

By

Executive Director

HCW/PR

pc Clay County Board of Supervisors
Robert L Calvert, P E , County Engineer
Fidelity & Deposit Co of Maryland
Materials Division, 72-01
State Tax Commission
Project File

3 - 0

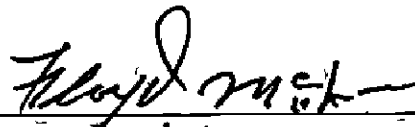
NO. _____

IN THE MATTER OF AUTHORIZING THE ISSUANCE OF A UTILITY PERMIT

There came on this day for consideration the matter of authorizing the issuance of a utility permit

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the issuance of the utility permit as attached hereto as Exhibit A

SO ORDERED this the 9th day of October, 2014



President

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

PROJECT NO _____ COUNTY Clay

UTILITY NAME Clay County Board of Supervisors

BY Floyd McKee, President
(Name & Company Title)

ADDRESS P O Box 815, West Point, MS 39773, herein called APPLICANT,

proposes to construct Sewer
(Type of Facility)

along or across See Attached Plans Road, said facility to be
(Name of Road)

installed between Station No _____ and Station No _____ and within the road
right-of way and hereby makes application to the County for the construction permit Attached hereto are
drawings or plans for the construction which will not be changed or altered without approval of the Board of
Supervisors or its authorized representative

WHEREAS the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its
facilities upon across, under, over and along public roads and streets within the State of Mississippi Applicant
agrees to comply with applicable provisions of S O P No SA II-2-8 Policy for the Accommodation of Utility
Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the
Policy) promulgated by the State Aid Engineer and dated July 1 2005, and which is hereby made a part of this
Application Agreement, and agrees to perform the construction according to the applicable industry code and
according to the plans and specifications for the project

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

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

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

Clay County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the County road and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application and the Applicant may proceed with the installation, if the drawings, sketches and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S-107 18, Mississippi Standard Specifications for State Aid Road and Bridge Construction 2004 edition (or current edition)
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws

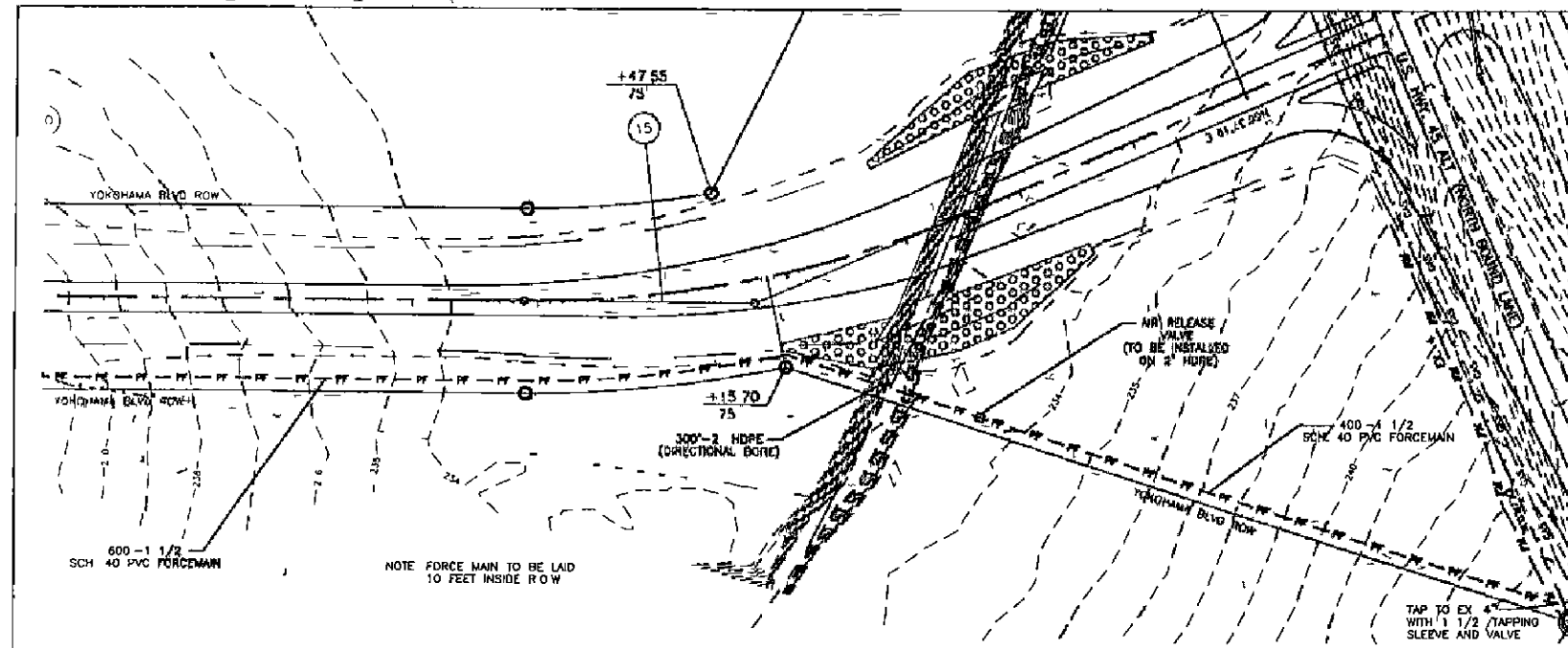
WITNESS THE SIGNATURE OF THE APPLICANT this the 9th day of October, 2014

By *R. Floyd McKee*
Floyd McKee

Title President

AGREED TO AND APPROVED BY ORDER OF THE Clay
COUNTY BOARD OF SUPERVISORS this the 9th day of October, 2014

By *Robert L. Culvert*
County/LSBP Engineer



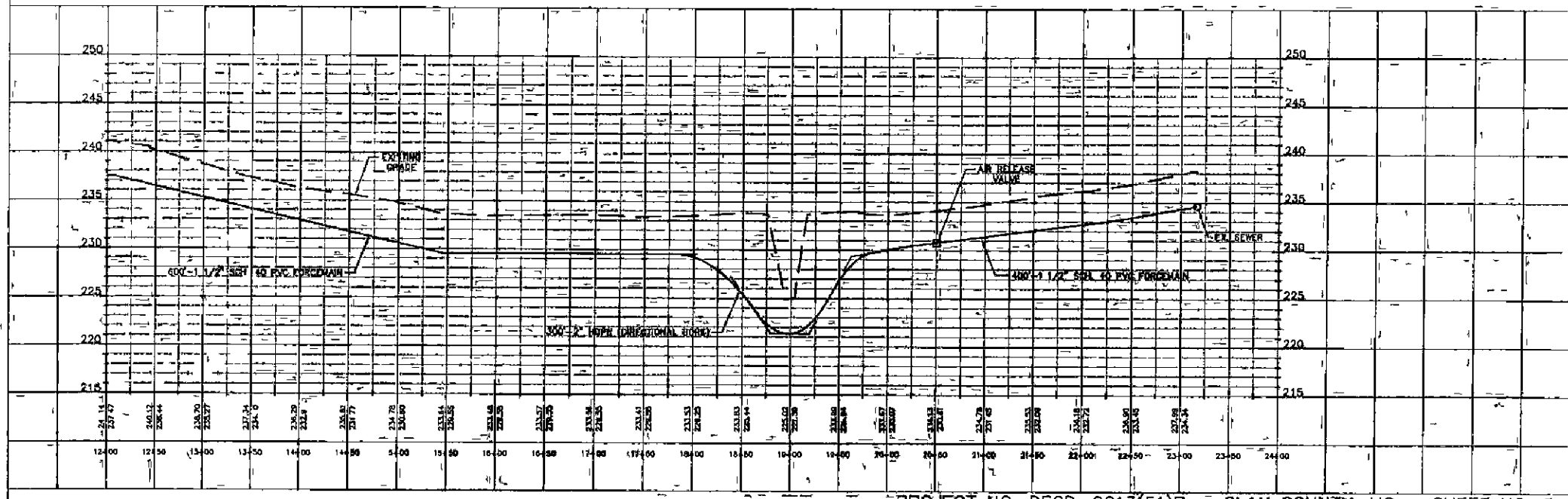
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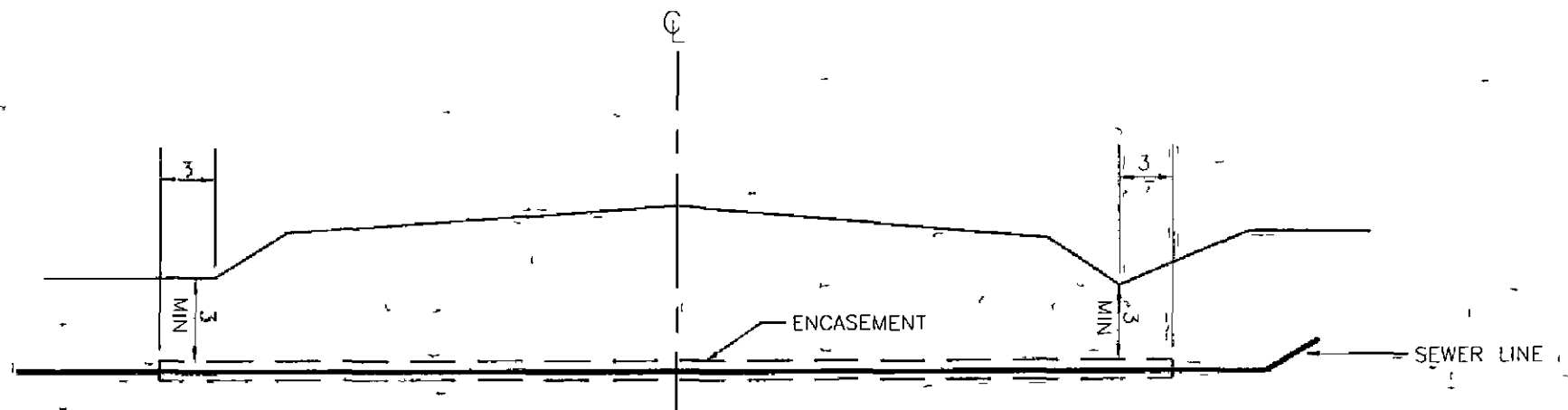
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(IN FEET)
HORIZONTAL

GRAPHIC SCALE
(IN FEET)
VERTICAL

LEGEND

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POLE	I E	7/2	7/2
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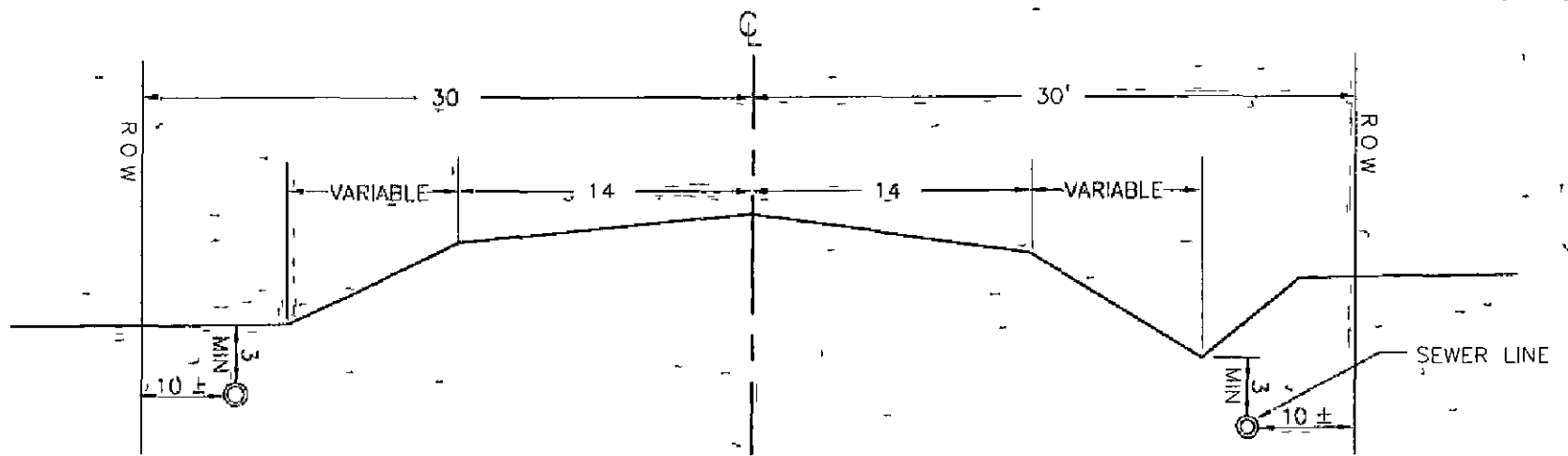




NOTE
CASING LENGTHS SHOWN
ON PLAN SHEETS

TYPICAL SECTION — COUNTY ROADS
BORE DETAIL

NO SCALE



PARALLEL LOCATION — COUNTY ROADS
SEWER LINES

NO SCALE

September 1, 2014

Assessor-Collector, Clay County
Attn Ms Paige Larkin
P O Box 795
West Point, MS 39773

Dear Ms Larkin

My name is Callie Lou Mathews and I have been paying the taxes on Lettie Cowson Est which is 24 acres for 53 years. My mother, Lettie Cowson, passed away in 1960 and she left the land to me and my brother, John Curry. I was informed by your office, Sharon Jones has the deed for the 24 acres.

However, as previously noted, I have been paying the taxes and I believe the land belongs to me. If not, I would like to be refunded the amount I paid.

Sincerely,

Mrs Callie Lou Mathews
211 No Lamon Ave
Chicago, Illinois 60644

Amy - I brought this to the board at the 15th meeting & they tabled so Bob could look into it - when will they re-visit it? Ms Mathews is calling me about it! Thank you Paige

NO

**IN THE MATTER OF AUTHORIZING THE BOARD ATTORNEY TO REQUEST FOR
AN ATTORNEY GENERAL'S OPINION ON THE REQUEST RECEIVED FROM
CALLIE MATTHEWS**


There came on this day for consideration the matter of authorizing the Board Attorney to request for an Attorney General Opinion on the request received from Callie Matthews

It appears to this Board a written request from Callie Matthews as attached hereto as Exhibit A has been received requesting this Board to refund to her the county taxes in which she paid for the last 53 years in error

It appears to this Board the Board Attorney has had a chance to review the request of Callie Matthews and at this time is requesting this Board's authority to submit for an opinion from the Attorney General as to his interpretation on the matter

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the Board attorney to submit for an opinion from the Attorney General on the matter and upon receipt of the opinion to report back to the Board

SO ORDERED this the 9th day of October, 2014


President

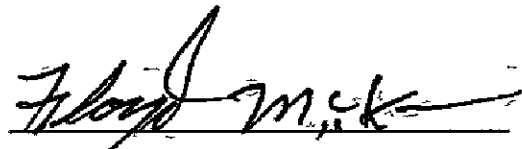
NO _____

**IN THE MATTER OF AUTHORIZING TRAVEL FOR THE VOLUNTEER FIRE
COORDINATOR**

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

After motion by Luke Lummus and second by Lynn Horton this Board doth vote
unanimously to authorize the Volunteer Fire Coordinator to travel as attached hereto as Exhibit
A

SO ORDERED this the 9th day of October, 2014


President

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Amy Berry

From BJ McClenton <bjmccclenton@gmail.com>
Sent Thursday, September 25, 2014 11:41 AM
To Amy Berry
Subject Travel

Ms. Amy,

I need to get my travel approved to attend the Statewide Volunteer Fire Coordinators meeting in Jackson on October 7th.

BJ

323

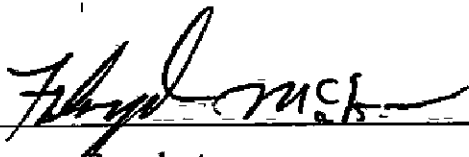
NO _____

**IN THE MATTER OF AUTHORIZING TO SPREAD ON THE MINUTES THE
VOLUNTEER FIRE RUN REPORTS AS PRESENTED BY THE VOLUNTEER FIRE
COORDINATOR**

There came on this day for consideration the matter of authorizing to spread on the minutes the Volunteer Fire Run reports as presented by the Volunteer Fire Coordinator

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize to spread on the minutes the Volunteer Fire Run reports as attached hereto as Exhibit A and as presented by the Volunteer Fire Coordinator

SO ORDERED this the 9th day of October, 2014



President

Summary By Incident Type

Report Parameters.

Report Period: From 07/01/2014 to 09/30/2014

State: MS Version: All Status: All Released: All

Report Filters

NOTE: Report Filter Groups are applied to the report SQL as "AND" conditions (i.e. Group 1 AND Group2 and Group 3 etc...)

Report FDIDs 13007 13006 13005 13004 13003 13002 13001

*Data from deactivated fire depts within the list was not included in the report.

Summary By Incident Type

Report Period From 07/01/2014 to 09/30/2014

Fire Department Name Central Clay Co/600 VFD
Fire Department ID 13001

Calls By Incident Type

	Frequency	Percent Of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Invalid Aid Flag	Exposures	Total Incidents
FIRES									
Structure Fires (110 118, 120-123)	0	0.00 %	0	0	0	0	0	0	0
Vehicle Fires (130 138)	0	0.00 %	0	0	0	0	0	0	0
Other Fires (100 140 173)	0	0.00 %	0	0	0	0	0	0	0
Total Fires	0	0.00 %	0	0	0	0	0	0	0
Pressure Ruptures Explosion Overheat (200-251)	0	0.00 %	0	0	0	0	0	0	0
RESCUE CALLS									
Emergency Medical Treatment (300-323)	0	0.00 %	0	0	0	0	0	0	0
All Others (331-381)	0	0.00 %	0	0	0	0	0	0	0
Total Rescue Calls	0	0.00 %	0	0	0	0	0	0	0
Hazardous Condition Calls (400-482)	0	0.00 %	0	0	0	0	0	0	0
Service Calls (500-571)	0	0.00 %	0	0	0	0	0	0	0
Good Intent Calls (600-671)	0	0.00 %	0	0	0	0	0	0	0
Severe Weather or Natural Disaster Calls (800-815)	0	0.00 %	0	0	0	0	0	0	0
Special Incident Calls (900-911)	0	0.00 %	0	0	0	0	0	0	0
Unknown Incident Type (UUU)	0	0.00 %	0	0	0	0	0	0	0
FALSE CALLS									
Malicious Calls (710-715 751)	0	0.00 %	0	0	0	0	0	0	0
Other False Calls (700 721 746)	0	0.00 %	0	0	0	0	0	0	0
Total False Calls	0	0.00 %	0	0	0	0	0	0	0
TOTAL CALLS	0	0.00 %	0	0	0	0	0	0	0

Total Incidents With Exposure Fires	0	Total Fire Dollar Loss	\$ 0.00
Total Exposure Fires	0	Total Dollar Loss	\$ 0.00
Casualty Summary			
	Civilian	Fire Service	
Fire Related Injuries	0	0	
Non-Fire Injuries	0	0	
Fire Related Deaths	0	0	
Non-Fire Deaths	0	0	

Summary By Incident Type

Fire Department Name Clay Co.#300 Montpelie VFD
Fire Department ID 13002

Report Period From 07/01/2014 to 09/30/2014

Calls By Incident Type									
	Frequency	Percent Of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Invalid Aid Flag	Exposures	Total Incidents
FIRES									
Structure Fires (110-118 120-123)	0	0.00 %	0	0	0	0	0	0	0
Vehicle Fires (130 138)	0	0.00 %	0	0	0	0	0	0	0
Other Fires (100 140 173)	0	0.00 %	0	0	0	0	0	0	0
Total Fires	0	0.00 %	0	0	0	0	0	0	0
Pressure Ruptures Explosion Overheat (200-251)	0	0.00 %	0	0	0	0	0	0	0
RESCUE CALLS									
Emergency Medical Treatment (300-323)	0	0.00 %	0	0	0	0	0	0	0
All Others (331-381)	0	0.00 %	0	0	0	0	0	0	0
Total Rescue Calls	0	0.00 %	0	0	0	0	0	0	0
Hazardous Condition Calls (400-482)	0	0.00 %	0	0	0	0	0	0	0
Service Calls (500-571)	0	0.00 %	0	0	0	0	0	0	0
Good Intent Calls (600-671)	0	0.00 %	0	0	0	0	0	0	0
Severe Weather or Natural Disaster Calls (800-815)	0	0.00 %	0	0	0	0	0	0	0
Special Incident Calls (900-911)	0	0.00 %	0	0	0	0	0	0	0
Unknown Incident Type (UUU)	0	0.00 %	0	0	0	0	0	0	0
FALSE CALLS									
Malicious Calls (710-715 751)	0	0.00 %	0	0	0	0	0	0	0
Other False Calls (700 721 746)	0	0.00 %	0	0	0	0	0	0	0
Total False Calls	0	0.00 %	0	0	0	0	0	0	0
TOTAL CALLS	0	0.00 %	0	0	0	0	0	0	0

Total Incidents With Exposure Fires	0	Total Fire Dollar Loss	\$ 0.00
Total Exposure Fires	0	Total Dollar Loss	\$ 0.00
Casualty Summary			
	Civilian	Fire Service	
Fire Related Injuries	0	0	
Non-Fire Injuries	0	0	
Fire Related Deaths	0	0	
Non-Fire Deaths	0	0	

Summary By Incident Type

Report Period From 07/01/2014 to 09/30/2014

Fire Department Name N E Clay Co.#100 VFD
Fire Department ID 13003

Calls By Incident Type

	Frequency	Percent Of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Invalid Aid Flag	Exposures	Total Incidents
FIRES									
Structure Fires (110-118 120-123)	1	100.00 %	0	0	1	0	0	0	1
Vehicle Fires (130-138)	0	0.00 %	0	0	0	0	0	2	2
Other Fires (100, 140-173)	0	0.00 %	0	0	0	0	0	0	0
Total Fires	1	100.00 %	0	0	1	0	0	2	3
Pressure Ruptures Explosion Overheat (200-251)	0	0.00 %	0	0	0	0	0	0	0
RESCUE CALLS									
Emergency Medical Treatment (300-323)	0	0.00 %	0	0	0	0	0	0	0
All Others (331-381)	0	0.00 %	0	0	0	0	0	0	0
Total Rescue Calls	0	0.00 %	0	0	0	0	0	0	0
Hazardous Condition Calls (400-482)	0	0.00 %	0	1	0	0	0	0	1
Service Calls (500-571)	0	0.00 %	0	0	0	0	0	0	0
Good Intent Calls (600-671)	0	0.00 %	0	0	0	0	0	0	0
Severe Weather or Natural Disaster Calls (800-815)	0	0.00 %	0	0	0	0	0	0	0
Special Incident Calls (900-911)	0	0.00 %	0	0	0	0	0	0	0
Unknown Incident Type (UUU)	0	0.00 %	0	0	0	0	0	0	0
FALSE CALLS									
Malicious Calls (710-715 751)	0	0.00 %	0	0	0	0	0	0	0
Other False Calls (700 721 746)	0	0.00 %	0	0	0	0	0	0	0
Total False Calls	0	0.00 %	0	0	0	0	0	0	0
TOTAL CALLS	1	100.00 %	0	1	1	0	0	2	4

Total Incidents With Exposure Fires	1	Total Fire Dollar Loss	\$ 0.00
Total Exposure Fires	2	Total Dollar Loss	\$ 0.00
Casualty Summary			
	Civilian	Fire Service	
Fire Related Injuries	2	0	
Non-Fire Injuries	0	0	
Fire Related Deaths	2	0	
Non-Fire Deaths	0	0	

Summary By Incident Type

Fire Department Name Clay Co./#500 Pheba VFD
Fire Department ID 13004

Report Period From 07/01/2014 to 09/30/2014

Incidents By Incident Type	Frequency	Percent Of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Invalid Aid Flag	Exposures	Total Incidents
FIRES									
Structure Fires (110-118 120-123) ..	0	0 00 %	0	0	0	0	0	0	0
Vehicle Fires (130-138) ..	0	0 00 %	0	0	0	0	0	0	0
Other Fires (100, 140 173) ..	0	0 00 %	0	0	0	0	0	0	0
Total Fires	0	0 00 %	0	0	0	0	0	0	0
Pressure Ruptures, Explosion, Overheat (200 251)	0	0 00 %	0	0	0	0	0	0	0
RESCUE CALLS									
Emergency Medical Treatment (300-323)	0	0 00 %	0	0	0	0	0	0	0
All Others (331-381) ..	0	0 00 %	0	0	0	0	0	0	0
Total Rescue Calls	0	0 00 %	0	0	0	0	0	0	0
Hazardous Condition Calls (400-482) ..	0	0 00 %	0	0	0	0	0	0	0
Service Calls (500-571) ..	0	0 00 %	0	0	0	0	0	0	0
Good Intent Calls (600-671) ..	0	0 00 %	0	0	0	0	0	0	0
Severe Weather or Natural Disaster Calls (800-815) ..	0	0 00 %	0	0	0	0	0	0	0
Special Incident Calls (900-911) ..	0	0 00 %	0	0	0	0	0	0	0
Unknown Incident Type (UUU) ..	0	0 00 %	0	0	0	0	0	0	0
FALSE CALLS									
Malicious Calls (710 715 751)	0	0 00 %	0	0	0	0	0	0	0
Other False Calls (700 721 746)	0	0 00 %	0	0	0	0	0	0	0
Total False Calls	0	0 00 %	0	0	0	0	0	0	0
TOTAL CALLS	0	0 00 %	0	0	0	0	0	0	0

Total Incidents With Exposure Fires	0	Total Fire Dollar Loss	\$ 0 00
Total Exposure Fires	0	Total Dollar Loss	\$ 0 00
Casualty Summary		Civilian	Fire Service
Fire Related Injuries	0		0
Non-Fire Injuries	0		0
Fire Related Deaths	0		0
Non-Fire Deaths	0		0

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Summary By Incident Type

Report Period From 07/01/2014 to 09/30/2014

Fire Department Name S E Clay Co.#700 VFD
Fire Department ID 13005

Calls By Incident Type									
FIRE	Frequency	Percent Of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Invalid Aid Flag	Exposures	Total Incidents
Structure Fires (110-118 120-123)	1	33.33 %	0	0	1	0	0	0	1
Vehicle Fires (130-138)	0	0.00 %	0	0	0	0	0	0	0
Other Fires (100 140-173)	2	66.67 %	1	0	1	0	0	0	2
Total Fires	3	100.00 %	1	0	2	0	0	0	3
Pressure Ruptures Explosion Overheat (280-251)	0	0.00 %	0	0	0	0	0	0	0
RESCUE CALLS									
Emergency Medical Treatment (300-323)	0	0.00 %	0	0	0	0	0	0	0
All Others (331-381)	0	0.00 %	0	0	0	0	0	0	0
Total Rescue Calls	0	0.00 %	0	0	0	0	0	0	0
Hazardous Condition Calls (400-482)	0	0.00 %	0	0	0	0	0	0	0
Service Calls (500-571)	0	0.00 %	0	0	0	0	0	0	0
Good Intent Calls (600-671)	0	0.00 %	0	0	0	0	0	0	0
Severe Weather or Natural Disaster Calls (800-815)	0	0.00 %	0	0	0	0	0	0	0
Special Incident Calls (900-911)	0	0.00 %	0	0	0	0	0	0	0
Unknown Incident Type (UUU)	0	0.00 %	0	0	0	0	0	0	0
FALSE CALLS									
Malicious Calls (710 715 751)	0	0.00 %	0	0	0	0	0	0	0
Other False Calls (700 721 746)	0	0.00 %	0	0	0	0	0	0	0
Total False Calls	0	0.00 %	0	0	0	0	0	0	0
TOTAL CALLS	3	100.00 %	1	0	2	0	0	0	3

Total Incidents With Exposure Fires	0	Total Fire Dollar Loss	\$ 90,045.00
Total Exposure Fires	0	Total Dollar Loss	\$ 90,045.00
Casualty Summary			
	Civilian	Fire Service	
Fire Related Injuries	0	0	
Non-Fire Injuries	0	0	
Fire Related Deaths	0	0	
Non-Fire Deaths	0	0	

330

Summary By Incident Type

Fire Department Name Clay Co./#200 Tibbee VFD
Fire Department ID 13006

Report Period From 07/01/2014 to 09/30/2014

Incidents By Incident Type									
	Frequency	Percent Of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Invalid Aid Flag	Exposures	Total Incidents
FIRES									
Structure Fires (110-118 120-123)	0	0.00 %	0	0	0	0	0	0	0
Vehicle Fires (130-138)	0	0.00 %	0	0	0	0	0	0	0
Other Fires (100 140 173)	0	0.00 %	0	0	0	0	0	0	0
Total Fires	0	0.00 %	0	0	0	0	0	0	0
Pressure Ruptures Explosion Overheat (200-251)	0	0.00 %	0	0	0	0	0	0	0
RESCUE CALLS									
Emergency Medical Treatment (300-323)	0	0.00 %	0	0	0	0	0	0	0
All Others (331-381)	0	0.00 %	0	0	0	0	0	0	0
Total Rescue Calls	0	0.00 %	0	0	0	0	0	0	0
Hazardous Condition Calls (400-482)	0	0.00 %	0	0	0	0	0	0	0
Service Calls (500-571)	0	0.00 %	0	0	0	0	0	0	0
Good Intent Calls (600-671)	0	0.00 %	0	0	0	0	0	0	0
Severe Weather or Natural Disaster Calls (800-815)	0	0.00 %	0	0	0	0	0	0	0
Special Incident Calls (900-911)	0	0.00 %	0	0	0	0	0	0	0
Unknown Incident Type (UUU)	0	0.00 %	0	0	0	0	0	0	0
FALSE CALLS									
Malicious Calls (710 715 751)	0	0.00 %	0	0	0	0	0	0	0
Other False Calls (700 721 746)	0	0.00 %	0	0	0	0	0	0	0
Total False Calls	0	0.00 %	0	0	0	0	0	0	0
TOTAL CALLS	0	0.00 %	0	0	0	0	0	0	0

Total Incidents With Exposure Fires	0	Total Fire Dollar Loss	\$ 0.00
Total Exposure Fires	0	Total Dollar Loss	\$ 0.00
Casualty Summary			
	Civilian	Fire Service	
Fire Related Injuries	0	0	
Non-Fire Injuries	0	0	
Fire Related Deaths	0	0	
Non-Fire Deaths	0	0	

534

Summary By Incident Type

Report Period From 07/01/2014 to 09/30/2014

Fire Department Name Clay Co.#400 Una VFD
Fire Department ID 13007

Calls By Incident Type

	Frequency	Percent Of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Invalid Aid Flag	Exposures	Total Incidents
FIRES									
Structure Fires (110 118 120 123)	0	0.00 %	0	0	0	0	0	0	0
Vehicle Fires (130 138)	0	0.00 %	0	0	0	0	0	0	0
Other Fires (100 140 173)	0	0.00 %	0	0	0	0	0	0	0
Total Fires	0	0.00 %	0	0	0	0	0	0	0
Pressure Ruptures Explosion Overheat (200-251)	0	0.00 %	0	0	0	0	0	0	0
RESCUE CALLS									
Emergency Medical Treatment (300-323)	0	0.00 %	0	0	0	0	0	0	0
All Others (331-381)	0	0.00 %	0	0	0	0	0	0	0
Total Rescue Calls	0	0.00 %	0	0	0	0	0	0	0
Hazardous Condition Calls (400-482)	0	0.00 %	0	0	0	0	0	0	0
Service Calls (500-571)	0	0.00 %	0	0	0	0	0	0	0
Good Intent Calls (600-671)	0	0.00 %	0	0	0	0	0	0	0
Severe Weather or Natural Disaster Calls (800-815)	0	0.00 %	0	0	0	0	0	0	0
Special Incident Calls (900-911)	0	0.00 %	0	0	0	0	0	0	0
Unknown Incident Type (UUU)	0	0.00 %	0	0	0	0	0	0	0
FALSE CALLS									
Malicious Calls (710-715, 751)	0	0.00 %	0	0	0	0	0	0	0
Other False Calls (700 721 746)	0	0.00 %	0	0	0	0	0	0	0
Total False Calls	0	0.00 %	0	0	0	0	0	0	0
TOTAL CALLS	0	0.00 %	0	0	0	0	0	0	0

Total Incidents With Exposure Fires	0	Total Fire Dollar Loss	\$ 0.00
Total Exposure Fires	0	Total Dollar Loss	\$ 0.00
Casualty Summary			
	Civilian	Fire Service	
Fire Related Injuries	0	0	
Non-Fire Injuries	0	0	
Fire Related Deaths	0	0	
Non-Fire Deaths	0	0	

Summary By Incident Type

All Selected Fire Departments

Report Period From 07/01/2014 to 09/30/2014

Incidents By Incident Type									
	Frequency	Percent Of Total Calls	Mutual Aid None	Mutual Aid Given	Mutual Aid Received	Other Aid Given	Invalid Aid Flag	Exposures	Total Incidents
FIRES									
Structure Fires (110-118 120-123)	2	50.00 %	0	0	2	0	0	0	2
Vehicle Fires (130 138)	0	0.00 %	0	0	0	0	0	2	2
Other Fires (100 140-173)	2	50.00 %	1	0	1	0	0	0	2
Total Fires	4	100.00 %	1	0	3	0	0	2	6
Pressure Ruptures, Explosion Overheat (200-251)	0	0.00 %	0	0	0	0	0	0	0
RESCUE CALLS									
Emergency Medical Treatment (300-323)	0	0.00 %	0	0	0	0	0	0	0
All Others (331-381)	0	0.00 %	0	0	0	0	0	0	0
Total Rescue Calls	0	0.00 %	0	0	0	0	0	0	0
Hazardous Condition Calls (400-482)	0	0.00 %	0	1	0	0	0	0	1
Service Calls (500-571)	0	0.00 %	0	0	0	0	0	0	0
Good Intent Calls (600-671)	0	0.00 %	0	0	0	0	0	0	0
Severe Weather or Natural Disaster Calls (800-815)	0	0.00 %	0	0	0	0	0	0	0
Special Incident Calls (900-911)	0	0.00 %	0	0	0	0	0	0	0
Unknown Incident Type (UUU)	0	0.00 %	0	0	0	0	0	0	0
FALSE CALLS									
Malicious Calls (710-715 751)	0	0.00 %	0	0	0	0	0	0	0
Other False Calls (700 721 746)	0	0.00 %	0	0	0	0	0	0	0
Total False Calls	0	0.00 %	0	0	0	0	0	0	0
TOTAL CALLS	4	100.00 %	1	1	3	0	0	2	7

Total Incidents With Exposure Fires	1	Total Fire Dollar Loss	\$ 90 045 00
Total Exposure Fires	2	Total Dollar Loss	\$ 90 045 00
Casualty Summary			
	Civilian	Fire Service	
Fire Related Injuries	2	0	
Non-Fire Injuries	0	0	
Fire Related Deaths	2	0	
Non-Fire Deaths	0	0	

**CLAY COUNTY E911
INCIDENT COUNT REPORT - 2014**

	76 <u>JAN</u>	59 <u>FEB</u>	95 <u>MAR</u>	75 <u>APR</u>	47 <u>MAY</u>	53 <u>JUN</u>	58 <u>JUL</u>	58 <u>AUG</u>	40 <u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	Y-T-D <u>TOTAL</u>
CCF100	15	14	19	14	8	18	15	7	9				119
CCF200	4	2	7	9	1	5	6	5	7				46
CCF300	9	7	7	8	10	4	6	7	4				61
CCF400	7	7	9	6	2	6	6	4	1				48
CCF500	9	5	19	11	7	3	3	5	2				64
CCF600	18	14	19	11	9	9	8	13	8				109
CCF700	14	10	15	16	10	8	15	17	9				114
CCSO	804	747	931	771	895	780	901	826	695				7350
CONST				1									1
E911	171	142	187	154	225	221	198	206	161				1665
WPAS	189	183	169	197	201	167	185	170	161				1622
FORESTRY			1		1								2
FW	3		1	1	1		1	1	1				9
MBN		1	1										2
MDOC	1	1	3	1	2		2						10
MDOT	2	2	1	2		4							11
ME	13	17	4	9	9	8	9	9	8				86
OTHER	11	11	12	11	9	8	2	13	10				87
MHP	16	6	14	8	11	18	10	10	13				106
UTIL	79	22	25	51	69	57	39	44	35				421
WPF	26	18	29	25	19	10	17	31	16				191
WPPD	875	800	1112	1107	1175	1173	1242	1016	943				9443
Monthly Total	2266	2009	2585	2413	2664	2499	2664	2384	2083	0	0	0	21567

Call Volume													
Inbound	4246	3991	4543	4493	4912	4778	5038	4738	4260				40999
Outbound	1785	2013	2016	1925	2140	2217	2060	2021	1607				17784

Monthly Incident Counts

Created by BJ McClenton (MS)

Report Parameters

Report Period 2014

Activity Show only FDIDs with activity

State MS

Version All

Status All

Released All

Sort by Fire Dept Name

Report Filters

NOTE Report Filter Groups are applied to the report SQL as "AND" conditions (i.e. Group 1 AND Group2 and Group 3 etc)

Report FDIDs* 13007 13006 13005 13004 13003 13002 13001

*Data from deactivated fire depts within the list was not included in the report

300

Monthly Incident Counts

Report Period 2014

FID	FID Name			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
13001	Central Clay Co #000 VFD															
Count	7	2	5	3	0	0	0	0	0	0	0	0	0	0	0	17
Exposures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No Activity	0	0	1	0	1	1	1	0	0	0	0	0	0	0	0	4
Aid Given	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13006	Clay Co #200 Tribes VFD															
Count	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exposures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No Activity	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	4
Aid Given	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13002	Clay Co #300 Montpelier VFD															
Count	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Exposures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No Activity	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aid Given	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13007	Clay Co #400 Una VFD															
Count	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Exposures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No Activity	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aid Given	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Monthly Incident Counts

Report Period 2014

FDID	FD Name			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
13003	N. E. Clay Co. #100 VFD															
Count	3	5	1	0	0	4	1	0	0	0	0	0	0	0	0	14
Exposures	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
No Activity	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aid Given	2	0	0	0	0	2	0	1	0	0	0	0	0	0	0	5
13005	S. E. Clay Co. #700 VFD															
Count	0	0	0	2	0	0	0	3	0	0	0	0	0	0	0	5
Exposures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No Activity	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aid Given	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Grand Totals																
Count	15	8	6	5	0	4	1	3	0	0	0	0	0	0	0	42
Exposures	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
No Activity	1	1	2	1	1	1	1	0	0	0	0	0	0	0	0	8
Aid Given	2	0	0	1	0	2	0	1	0	0	0	0	0	0	0	6

NO _____

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE LEASE
PURCHASE DOCUMENTS WITH HANCOCK BANK**

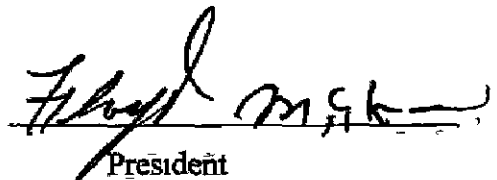
There came on this day for consideration the matter of authorizing the President to execute the lease purchase documents with Hancock Bank

It appears to this Board on October 6, 2014 this Board awarded the bid to Hancock Bank for the lease purchase of a 2015 Single Axle Cab & Chassis for District 2 in the amount of \$66,456 00 for 48 months at a rate of 2 04%, and,

It appears to this court the Clerk has received the lease purchase documents and is requesting this Board's approval of the President to execute the said documents

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the President to execute the said lease purchase documents as attached hereto as Exhibit A


SO ORDERED this the 9th day of October, 2014



President

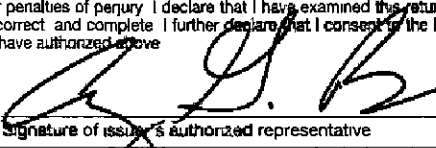
**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
► Under Internal Revenue Code section 149(e)

OMB No 1545-0720

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

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Board of Supervisors of Clay County, MS		2 Issuer's employer identification number (EIN) 6 4 6 0 0 0 2 5 2	
3 Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 815		Room/suite	
4 City, town, or post office state and ZIP code West Point, MS 39773		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ms. Amy Berry, Chancery Clerk		7 Telephone number of officer or legal representative 662 494 3124	

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a \$66 456 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	9a \$66 456 00
a For leases for vehicles	9b
b For leases for office equipment	9c
c For leases for real property	9d
d For leases for other (see instructions)	9e
e For bank loans for vehicles	9f
f For bank loans for office equipment	9g
g For bank loans for real property	9h
h For bank loans for other (see instructions)	9i
i Used to refund prior issue(s)	9j
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k
k Other	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ► <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ► <input type="checkbox"/>	
12 Vendor's or bank's name	
13 Vendor's or bank's employer identification number	

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(s) that I have authorized above.					
	 Signature of issuer's authorized representative	Date				
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.			

General Instructions

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

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038 GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038 GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038 GC under section 3 of Rev. Proc. 2002-48, 2002-37, I.R.B. 531. If it is determined that the failure to file on time is not due to willful neglect, Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038 GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

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

Private delivery services. You can use certain private delivery services designated by the IRS to meet the timely mailing as timely filing/paying rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL), DHL Same Day Service
- Federal Express (FedEx), FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First
- United Parcel Service (UPS), UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

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

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038 GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer on the same date and as part of a single transaction or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038 GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4, and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds, for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal interest or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 CB 736, for rules regarding the election document.

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary, to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary, to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr 46 min
Preparing the form	2 hr 22 min
Copying, assembling and sending the form to the IRS	2 hr 34 min

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service Tax Products Coordinating Committee, SE W CAR MP T M S, 1111 Constitution Ave NW, IR 6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

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	\$66,456 00 / 2 04% / 48 months
Monthly Payment Amount	\$1,442 93
Equipment Description	One (1) New 2015 Single Axle Cab & Chassis

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 Luke Lummus 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 2014 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

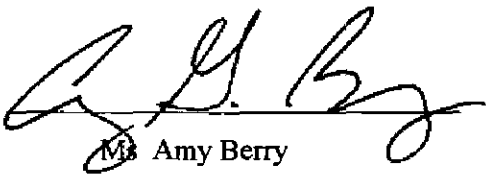
BOARD MEMBER R B Davis seconded the motion and after a full discussion, the same was put to vote with the following results

<u>Lynn Horton</u>	Voted AYE
<u>Luke Lummus</u>	Voted AYE
<u>R B Davis</u>	Voted AYE
<u>Shelton Deanes</u>	Voted AYE
<u>Floyd McKee</u>	Voted AYE

The motion, having received an affirmative vote, was carried and the resolution adopted, this the 6th day of October, 2014

By _____
MR FLOYD MCKEE
President, Board of Supervisors

{Seal}

Attest 
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 _____, 2014 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

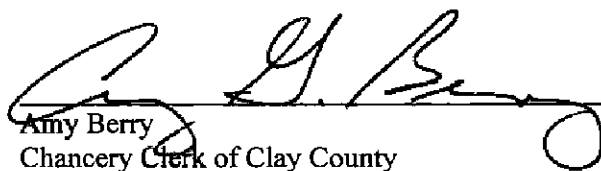
A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAYCOUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE 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 9th day of Oct, 2014

CLAYCOUNTY BOARD OF SUPERVISORS

(SEAL)


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

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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 II or (d) The payment by Lessee of all Rental Payments authorized 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 interest and represents payment of interest, and the balance of each Rental Payment is paid as 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 advanced therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

ARTICLE IX

DAMAGES, DESTRUCTION AND CONDEMNATION USE OF NET PROCEEDS

Section 9 01 Damages, Destruction and Condemnation

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein if prior to the termination of the Lease Term (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (B) title to or the temporary use of the Equipment of any part thereof for 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 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 may be exercised from time to time and as often as may be deemed expedient

ARTICLE XIV

LESSOR'S WARRANTIES

Section 14 01 Lessor's Warranties

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

ARTICLE XV

MISCELLANEOUS

Section 15 01 Notices

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

Section 15 02 Binding Effect

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

Section 15 03 Severability

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

Section 15 04 Amendments

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

Section 15 05 Execution in Counterparts

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

Section 15 06 Applicable Law

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

Section 15 07 Captions

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

Section 15 08 Entire Agreement

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

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

LESSOR HANCOCK BANK

LESSEE BOARD OF SUPERVISORS
OF CLAY COUNTY, MS


By _____
MR JONATHAN KING
PUBLIC FINANCE OFFICER

By _____
MR. FLOYD MCKEE
PRESIDENT BOARD OF SUPERVISORS

As of _____, 2014

As of Oct 9th, 2014

ATTEST

By 
MS AMY BERRY
CLERK OF BOARD

{COUNTY SEAL}

As of Oct 9, 2014

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 _____, **2014** and issued said date hereby certify that

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of Oct 2014

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By _____
FLOYD MCKEE
Board President

By 
AMY BERRY
Clerk of Board

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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 _____, 2014 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 _____
FLOYD MCKEE
Board President

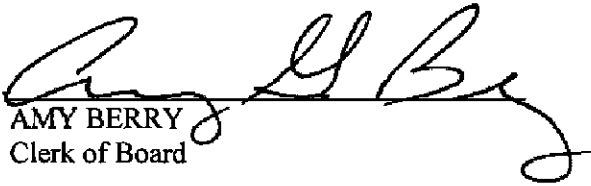
By 
AMY BERRY
Clerk of Board

EXHIBIT "E"
RENTAL PAYMENTS

Monthly rentals on this agreement are \$1,442.93. The first rental due on this agreement will be due on the **TBD** day of **TBD Month 2014** and subsequent monthly rentals will be due on the **TBD** 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 _____, **2014** with **HANCOCK BANK ("Lessor")**, acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this _____, **2014** 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 _____
FLOYD MCKEE
Board President

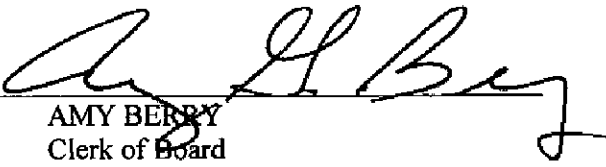
By 
AMY BERRY
Clerk of Board

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 _____, 2014 ("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 _____
FLOYD MCKEE
Board President


By 
AMY BERRY
Clerk of Board

Exhibit H
BILL OF SALE

For and in consideration of the purchase price of **\$66,456 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 _____, 2014 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

9th IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this
day of Oct 2014

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY _____
FLOYD MCKEE
Board President

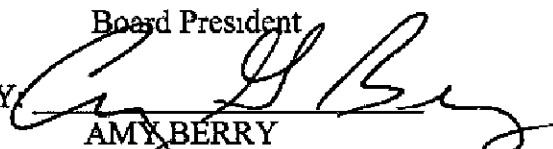
BY 
AMY BERRY
Clerk of Board

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 _____, 2014 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 27th day of Oct. 2014

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY _____
FLOYD MCKEE
Board President

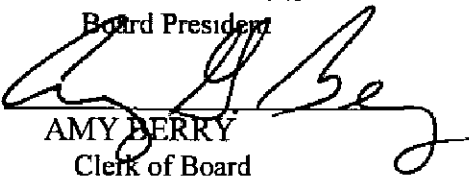
BY 
AMY BERRY
Clerk of Board

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 _____, 2014 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 9th day of Oct. 2014

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY _____
FLOYD MCKEE
Board President

BY 
AMY BERRY
Clerk of Board

EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION

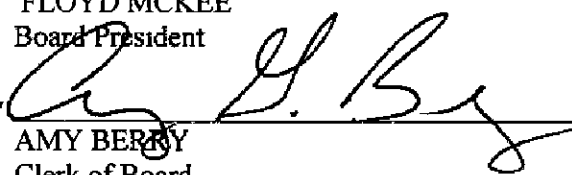
We, the undersigned representatives of the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated _____, 2014 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 2014
- 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 2014 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 2014 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 9th day of Oct. 2014

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By _____
FLOYD MCKEE
Board President
By 
AMY BERRY
Clerk of Board

Addendum
to
Clay County \$66,456 Lease Purchase Agreement, Series 2014

The Clay County \$66,456 Lease Purchase Agreement, Series 2014 is hereby amended as follows

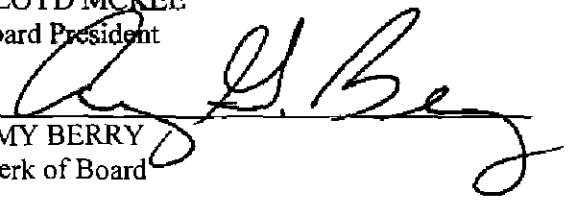
— “LESSOR” – means Whitney Bank, as of April 1, 2014 a State of
— Mississippi chartered bank doing business in Mississippi, Alabama &
Florida under the trade name “Hancock Bank ”

“HANCOCK BANK” - All references to Hancock Bank in the Lease Purchase Agreement referred to herein, and in any supporting documentation thereto means Whitney Bank, doing business as Hancock Bank Whitney Bank is the bank subsidiary of Hancock Holding Company

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of Oct 2014

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By _____
FLOYD MCKEE
Board President

By _____
AMY BERRY
Clerk of Board

(To Be Printed on Attorney Letterhead)

(To Be Dated On or After Date of Agreement)

Hancock Bank
Public Finance Dept
P O Box 4019
Gulfport, MS 39502

RE Lease-Purchase of Equipment by Board of Supervisors of Clay County, MS District

Gentlemen

Pursuant to your request, we hereby render the following opinion regarding the Governmental Lease Purchase Agreement (the "Agreement"), dated _____, 2014 between the Board of Supervisors of Clay County, Mississippi (the "Lessee") and, Hancock Bank (the "Lessor")

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

Based on such examination, we are of the opinion that

- 1 Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or giving of notice to, any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or contravene any indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound. The Agreement grants the Lessor a valid, first priority security interest in the Equipment.

- 2 The agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms
- 3 All required procedures and laws for the purchase of the equipment and the execution, delivery and performance of the Agreement, including competitive bidding, if applicable, have been complied with, and all will be paid out of funds which are legally available for such purposes
- 4 With respect to the tax-exempt status of the portion of rental payments under the Agreement, under present law
 - (a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations and rulings thereunder
 - (b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury regulations and rulings thereunder. The interest portion of the rental payments under the terms of the Agreement is exempt from Mississippi Income Taxation
- 5 The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986
- 6 There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement

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

Sincerely,

IN THE MATTER OF CLEANING REED CREEK IN CLAY COUNTY MISSISSIPPI

Supervisor R B Davis offered an moved the adoption of the following resolution,

RESOLUTION

WHEREAS, there is an urgent need for clearing debris from the above named stream located in Section 06, Township 16, Range 04 in Clay County, Mississippi, and

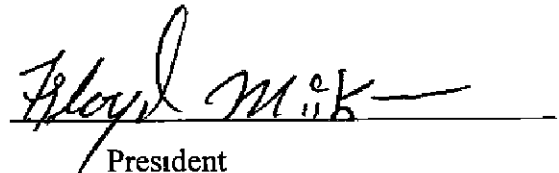
WHEREAS, without immediate attention taken toward this problem, considerable damage to property may result, and

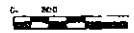
WHEREAS, Clay County, Mississippi, is without sufficient resources with which to perform such tasks

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Board hereby requests that Tombigbee River Valley Water Management District to perform the above stated tasks in Clay County, Mississippi as is within their means to do so

Supervisor Lynn Horton seconded the motion and with all members present and voting "aye" the President declared the motion carried and resolution adopted

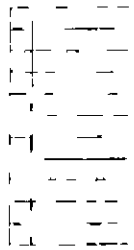
SO ORDERED, this the 9th day of October, 2014


President



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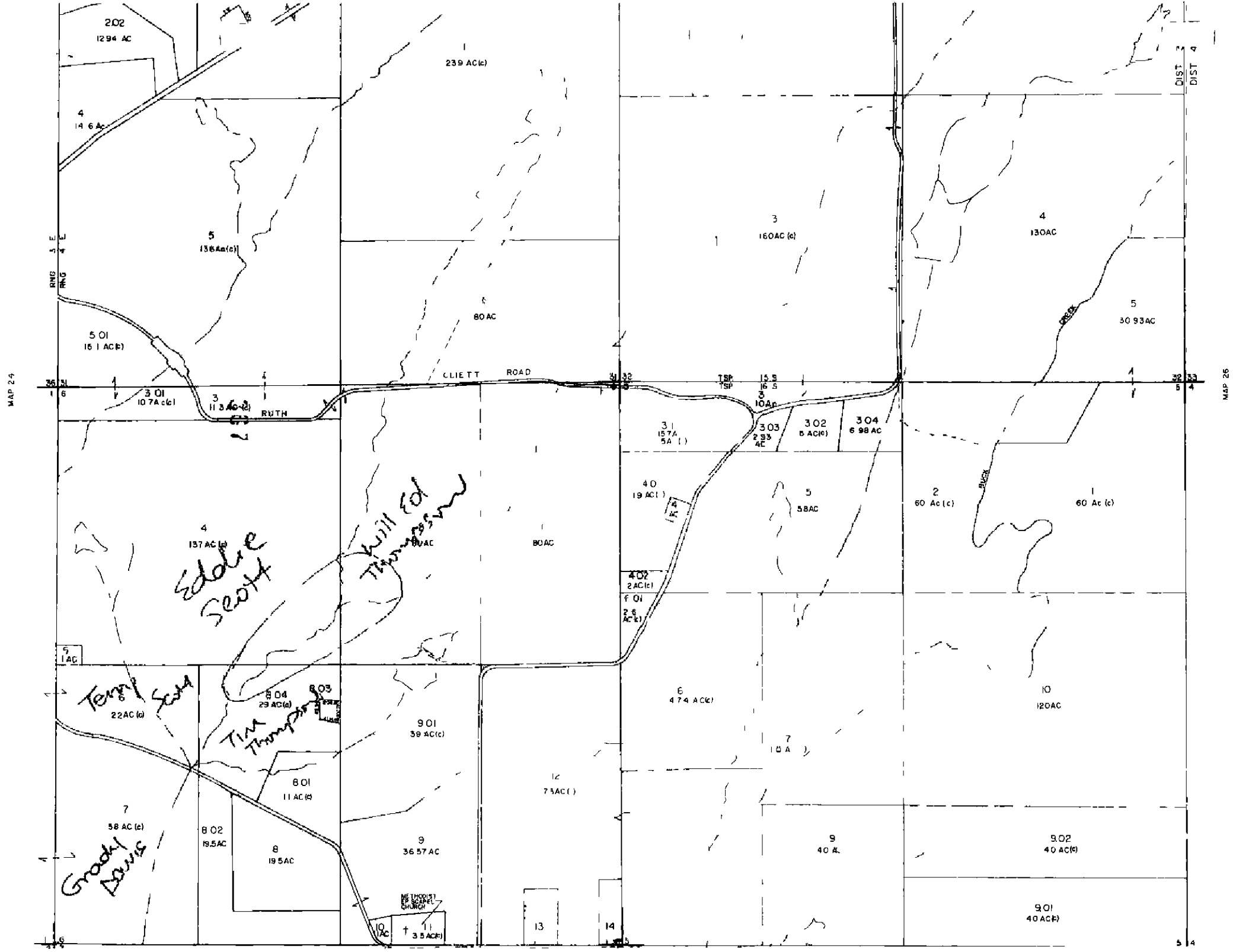
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RE

[illegible]

SECTIONS 31, 32
TOWNSHIP 15, 16



25-2

NO _____

**IN THE MATTER OF MAKING APPOINTMENTS TO SERVE ON THE GOLDEN
TRIANGLE LINK BOARD**

There came on this day for consideration the matter of making appointments to serve on the Golden Triangle LINK board


It appears to this Board the contracts with all counties who are part of the Golden Triangle LINK organization were restructured and signed in July 2014, and,

It appears to this Board as a result of the new contracts this Board is required to make two appointments to represent Clay County's interest on the Golden Triangle LINK Board, and,

It appears, comes now, the time for nominations Mr McKee is nominating Paul Dobbs to serve on the LINK Board and Mr Lummus is nominating LaDonna Helveston of which both would serve the three year appointment beginning January 1, 2015 thru December 31, 2017

After motions by Floyd McKee and Luke Lummus for the said appointments both motions are seconded by Lynn Horton and this Board doth vote unanimously to authorize and appoint Paul Dobbs and LaDonna Helveston to serve on the Golden Triangle LINK Board as the Clay County representatives for the three year term.

SO ORDERED this the 9th day of October, 2014



President

NO _____

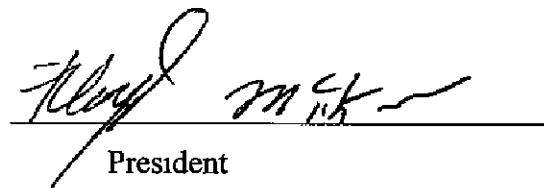
IN THE MATTER OF TRANSFERRING FUNDS

There came on this day for consideration the matter of transferring Funds

It appears to this Board interest was earned on the payroll clearing account in the amount of \$ 1 58 and on the insurance clearing account in the amount of \$ 1 31 for the month of September 2014 and the said amounts need to be transferred and settled to fund no 001, General Fund

After motion by Shelton Deanes and second by Lynn Horton this Board doth authorize and approve for the said Interest to be transferred as referenced to above

SO ORDERED this the 9th day of October, 2014



President

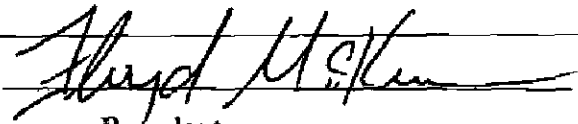
NO _____

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by R.B Davis and second by Lynn Horton this Board doth vote
unanimously to recess until Thursday, October 23, 2014, at 6 00 p m

SO ORDERED this the 9th day of October, 2014


President