

**Clay County Board of Supervisors  
Agenda for Meeting Held  
Monday, January 11, 2016 at 9 00 a m**

- Call to Order
- Welcome and Prayer
- Adopt and Amend agenda
- ~~X~~ Paige Lamkin
  - Public utility Change
  - Collection Contract
  - Real Property Change
- ~~X~~ Pat Cannon
  - Precinct Caucus preparation
- ~~X~~ Josetta Jefferson
  - AARP
- ~~X~~ Eddie Scott
  - Moving Generators
- ~~X~~ Bob Marshall
  - Review Volunteer Fire Contracts for term 1/4/2016 – 1/31/2020 to be adopted, approved, and mailed to VF Units
- ~~X~~ Authorize travel for Constables to attend the Quarterly MS Constable Assoc board meeting in Ridgeland on January 22, 2016
- ~~X~~ Review and accept the lease purchase quote to finance the purchase of the three (3) new Sheriff Cars
- ~~X~~ Authorize to refund to Oktibbeha County for Constable fee in the amount of \$35 sent to Clay County in error
- ~~X~~ Authorize advertising resources for the MLK Holiday Program in the amount of \$350 00 held on Monday, January 18, 2016 at Center Stage
  - Accept and Award supply and material bids for year 2016
  - Recess until Thursday, January 28, 2016 at 9 00 a m

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING FOR THE E911 READDRESSING CARDS  
TO BE MAILED OUT**

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There came on this day for consideration the matter of approving for the E911 Readdressing Cards to be mailed out

It appears to this Board Toby Sanford with the Golden Triangle Planning and Development District and Administrator of the E911 Readdressing Grant Project is requesting this Board to review the address cards and to approve of the said cards to be mailed out to every household within the City of West Point and County of Clay notifying them of their new address due to the E911 Readdressing project

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the card to be mailed out pending adding the City of West Point to the card as the sender, however, if the City does not want to be included on the card, to proceed forward in mailing out the cards

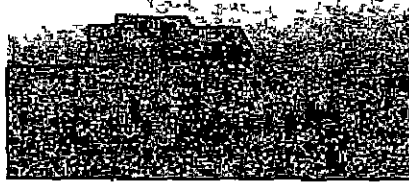
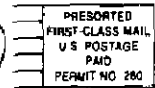
SO ORDERED this the 11<sup>th</sup> day of January, 2016



President

NEW ADDRESS NOTIFICATION

GTPDD  
PO Box 828  
Starkville  
MS 39760



Structure Type **BRICK/SIDING**

Your New Address

**291 QUAIL RIDGE RD  
WEST POINT MS 39773**

If you notice any error or have questions  
contact us at 662 320 2013 [gis@gtppd.com](mailto:gis@gtppd.com)

PUT YOUR NEW ADDRESS ON MAILBOX AND HOUSE  
HELP EMERGENCY PERSONNEL HELP YOU  
THIS IS TO SAVE LIVES  
PLEASE SEE BACK FOR ADDRESSING EXPLANATION

BERRY AMY  
OR CURRENT RESIDENT  
2860 QUAIL RIDGE RD  
WEST POINT, MS 39773

**IMPORTANT**

Your Postmaster will notify you of the effective date of address change shortly. From that date on you will receive mail by your existing or new address for a period of ONE YEAR. After one year your Old Physical address will be obsolete and only your new physical street address will be used for delivering mail or packages.

**E911 Addressing National Standard**

The advanced addressing system that is being implemented by the Clay County Board of Supervisors follows the national standard for addressing. The standard is as follows.

*GIS IP*

One (1) mile of road has 5280 feet. An address is set every 528 feet (5280 feet divided by 528 feet is 1000). For every 1 mile of road, there are 1000 available addresses. For roads that travel North / South, the numbering starts from the south with address 1 and travels north for the length of the road. For roads that travel East / West, the numbering starts from the West with address 1 and travels East for the length of the road. Numbers start from the beginning of a road. Even numbers are on the right side. Odd numbers are on the left side as you travel with the increasing addresses. For hanging roads (Roads that are a dead end) the numbering starts with the beginning of the road (Where it touches the main road) and travels the direction to the dead end. The reason being when these roads extend in the future, we may continue adding new addresses to the existing road. If you have address 1000 you are 1 mile from the starting point of the road. If you have address 2500 you are 2.5 miles from the beginning of the road. For any questions or a more detailed explanation of the National Standard for addressing please contact GTPDD.

**NEW ADDRESS NOTIFICATION**

The Clay County Board of Supervisors, in support of the Emergency 911 system and with the assistance of Golden Triangle Planning and Development District (GTPDD) is implementing physical address system for Clay County. Your new address is printed on the other side of this card with the picture of your house/structure. If you notice any inaccuracies or mismatches please let us know.

**IF YOU NOTICE ANY INACCURACIES IN NAME ADDRESS OR PICTURE Contact 662 320 2013 or [gis@gtpdd.com](mailto:gis@gtpdd.com)**

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE TAX ASSESSOR/COLLECTOR TO  
CORRECT THE PUBLIC UTILITY RECEIPT**

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There came on this day for consideration the matter of authorizing the Tax Assessor/Collector to correct the Public Utility Receipt

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the Tax Assessor/Collector to correct the public utility receipt as attached hereto as Exhibit A

SO ORDERED this the 11<sup>th</sup> day of January, 2016

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

President



\*Subdivision Sec Twn Rng \*Tax \*Mtg \*Rec Jud \*Exe \*Beat 4  
 \_\_\_\_\_ \_ \_ \_ Dist Code Loc Dist Code \*City 1  
 \_\_\_\_\_ 4110 \_\_\_\_\_ 0 \_\_\_\_\_ \*Schl 1  
 \_\_\_\_\_ \*Spcl 0

\*Owner Code: \_\_\_\_\_  
 Owner Name: ATMOS ENERGY/MISSISSIPPI VALLEY GAS

Physical Add: \_\_\_\_\_

Mailing Add: P O BOX 650205

City/St/Zip: DALLAS TX 75265 Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Last Updated  
 Date: 12/29/2015  
 By: PLAMKIN

\*Legal Desc: PERSONAL PROPERTY  
ASSESSED LOCAL

Property Type C

Spcl Asssts  
 d Benefit

| Acres                 | True Value | Assd Value |
|-----------------------|------------|------------|
| Land Value            | 51610      | 15483      |
| Personal/Improvements | 55290      | 16587      |
| Total Value           | 106900     | 32070      |

Enter=Edit \* F4=Prompt F5=Next

F12=Cancel





Receipt Number: 2015 4 1 Parcel Number: AEGC

|              |     |     |     |             |      |          |      |      |       |          |
|--------------|-----|-----|-----|-------------|------|----------|------|------|-------|----------|
| *Subdivision | Sec | Twn | Rng | *Tax        | *Mtg | *Rec     | Jud  | *Exa | *Beat | <u>4</u> |
|              |     |     |     | Dist        | Code | Loc      | Dist | Code | *City | <u>1</u> |
|              |     |     |     | <u>4110</u> |      | <u>0</u> |      |      | *Schl | <u>1</u> |
|              |     |     |     |             |      |          |      |      | *Spcl | <u>0</u> |

\*Owner Code: \_\_\_\_\_  
 Owner Name: ATMOS ENERGY/MISSISSIPPI VALLEY GAS

Physical Add. \_\_\_\_\_  
 Mailing Add: P O BOX 650205 Last Updated \_\_\_\_\_  
 City/St/Zip: DALLAS TX 75265 Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contact: \_\_\_\_\_ By: \_\_\_\_\_

\*Legal Desc: PERSONAL PROPERTY  
ASSESSED LOCAL Property Type C

| <u>Spcl Assats</u> |                | Acres                 | True Value    | Assd Value   |
|--------------------|----------------|-----------------------|---------------|--------------|
| <u>1</u>           | <u>Benefit</u> | _____                 | _____         | _____        |
|                    |                | Land Value            | <u>51610</u>  | <u>15483</u> |
|                    |                | Personal/Improvements | <u>55290</u>  | <u>16587</u> |
|                    |                | Total Value           | <u>106900</u> | <u>32070</u> |

Enter=Edit \* F4=Prompt F5=Update F12=Cancel

*new amounts*

NO \_\_\_\_\_

**IN THE MATTER OF TABLING THE COLLECTION CONTRACT FOR MOBILE  
HOMES FOR THE TAX ASSESSOR/COLLECTOR'S OFFICE**

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There came on this day for consideration the matter of tabling the collection contract for mobile homes for the Tax Assessor/Collector's Office

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to table any discussion on the collection contract for mobile homes for the Tax Assessor/Collector's office

SO ORDERED this the 11<sup>th</sup> day of January, 2016

A handwritten signature in black ink, appearing to be 'R. B. Deanes', written over a horizontal line.

President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE TAX ASSESSOR/COLLECTOR TO  
CORRECT A REALY PROPERTY RECEIPT**

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There came on this day for consideration the matter of authorizing the Tax Assessor/Collector to correct a real property receipt

After motion by Joe Chandler and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the Tax Assessor/Collector to correct a real property receipt as attached hereto as Exhibit A

SO ORDERED this the 11<sup>th</sup> day of January, 2016



President

CLAY COUNTY TAX COLLECTOR  
 PAIGE LAMKIN  
 Real Property Change Form

|                  |                     |         |                |                      |
|------------------|---------------------|---------|----------------|----------------------|
| Parcel Id        | 085C 16A            | 0060000 | Change Number  | 201500004            |
| Assessment Year  | 2015                |         | Change Type    | CHANGE               |
| Name and Address | JAMESON JOHN C III  |         | Date Effective | 1/11/2016            |
|                  | P O BOX 774         |         | Date Modified  | 10 37 31             |
|                  | WEST POINT MS 39773 |         | Operator ID    | 1/11/2016<br>PLAMKIN |

S-T-R 16-17-07E Acres 12 00  
 PT NE 1/4 NW 1/4

S 16 T 17 R 7  
 DB 286/283

|                   | <u>Previous</u> | <u>Current</u> | <u>Difference</u> |
|-------------------|-----------------|----------------|-------------------|
| Tax District      | 2010            | 2010           |                   |
| Asd Cul Land      | 1275            |                | 1275-             |
| Asd Unc Land      | 267             | 292            | 25                |
| Asd Imp Val       | 3381            |                | 3381-             |
| Asd Tot Val       | 4923            | 292            | 4631-             |
| Advalorem Tax     | 247 97          | 14 71          | 233 26-           |
| Reg Hmstd Val     |                 |                |                   |
| Reg Hmstd Credit  |                 |                |                   |
| Spcl Hmstd Val    |                 |                |                   |
| Spcl Hmstd Credit |                 |                |                   |
| Agri Acres        | 1 00            |                | 1 00-             |
| Market Acres      | 11 00           |                | 11 00-            |
| Timber Acres      | 11 00           | 12 00          | 1 00              |
| Timber Tax        | 99              | 1 08           | 09                |
| Imp Dist          |                 |                |                   |
| <br>              |                 |                |                   |
| Total Tax         | 248 96          | 15 79          | 233 17-           |

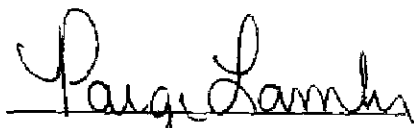
REASON FAILED TO REMOVE IMPROVEMENT

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



Assessor

I hereby certify that  
 the above correction  
 has been made



Collector

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

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Deputy Clerk

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE PURCHASE OF A  
GENERATOR FOR THE TOWER LOCATED ON ENON ROAD**

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There came on this day for consideration the matter of authorizing and approving the purchase of a generator for the tower located on Enon Road

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the purchase of a generator for the tower located on Enon Road as attached hereto as Exhibit A due to the existing one no longer functioning properly

SO ORDERED this the 11<sup>th</sup> day of January, 2016



President

# PRECISION COMMUNICATIONS, INC

PRECISION COMMUNICATIONS, INC  
 P O BOX 1685  
 TUPELO MS 38802  
 (662) 844 3118  
 precisioncommunicationsinc@gmail.com

## Estimate

Date                      Estimate #  
 01/08/2016                      4333  
 Exp Date

-----  
**Address**  
 CLAY COUNTY 911  
 P O BOX 815  
 WEST POINT, MS 39773  
 -----

| Item Description  | Quantity | Rate     | Amount   |
|---|----------|----------|----------|
| GENERATOR FOR WEST SHERRIF TOWER REPEATER   |          |          | 0 00     |
| 11KW GENERAC GENERATOR 120/240 SINGLE PHASE 60 HZ 50 AMP<br>OUTPUT BREAKER  | 1        | 3 915 75 | 3 915 75 |
| LABOR TO REMOVE OLD GENERATOR, INSTALL NEW GENERATOR<br>RECONNECT GAS SUPPLY TEST GENERATOR FOR PROPER LOAD<br>RATING AND AUTO TRANSFER | 1        | 975 00   | 975 00   |

PRICES GOOD FOR 90 DAYS FROM ABOVE DATE

**Total:**                      \$4 890 75

PROPOSAL BY BRAD MOORE

Accepted By

Accepted Date

Estimate 4333

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE INMATE  
TELEPHONE CONTRACT FOR THE JAIL**

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There came on this day for consideration the matter of authorizing and approving the inmate telephone contract for the Jail

It appears to this Board the Sheriff, Eddie Scott, is requesting this Board's approval of the Inmate Telephone Contract as attached hereto as Exhibit A with Solutions LLC which is a Keefe Company, who currently handles the commissary for the Jail, and,

It appears the said contract is a three year contract which also includes a \$10,000 one-time technology grant which shall take effect immediately upon activation of the service contract

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the said contract and further authorizes the President to execute the said contract as attached hereto as Exhibit A

SO ORDERED this the 11<sup>th</sup> day of January, 2016



President

## INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement (Agreement) is made by and between Inmate Calling Solutions LLC d/b/a ICSolutions ("ICS") having its principal place of business at 2200 Danbury Street San Antonio, TX 78217, and Clay County, MS Board of Supervisors (the "County") having its principal address as set forth on Exhibit A attached hereto

- 1 **Term of Contract.** This Agreement shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment which has been estimated to be March 1<sup>st</sup> 2016 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for three (3) years from the Cutover Date. This Agreement shall automatically renew for additional terms of one (1) year each upon the same terms and conditions as set forth herein unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control with sixty (60) days prior written notice. Upon termination of this Agreement County shall immediately cease the use of any Equipment provided hereunder.
- 2 **Equipment.** This Agreement applies to the provision of Equipment by ICS either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS ICS shall restore the premise to its original condition ordinary wear and tear excepted.
- 3 **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
- 4 **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
- 5 **Call Rates.** ICS shall provide collect calling services to End-Users on both a pre-paid and post-billed basis at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
- 6 **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions") in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.



The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which a "Regulatory Change") of, or governed by a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days prior written notice. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

**7 County shall**

- a Advise ICS of any Services Location or related premise that has been closed
- b Throughout the term of this Agreement, including any renewal terms use ICS as its exclusive provider for all matters relating to inmate telecommunication services
- c Reasonably protect the Equipment against willful abuse and promptly report any damage service failure or hazardous conditions to ICS
- d Provide necessary power and power source, at no cost to ICS and an operating environment with reasonable cooling consistent with general office use
- e Provide suitable space and accessibility for inmates use of telephone services
- f Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs equipment or information to the Equipment
- g Permit reasonable access by ICS to County's Locations as reasonably necessary for ICS to install support and maintain the Equipment
- h Comply with all federal state and local statutes rules regulations ordinances or codes governing or applicable to the telephone services offered by ICS

**8 Law and Venue** The domestic law of the State of Mississippi shall govern the construction interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Clay County of Mississippi.

**9 Notices** Any notice or demand required hereunder shall be given or made by mail postage prepaid addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

**10 Entire Agreement** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

- 11 **Risk of Loss** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
- 12 **Default** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
- 13 **Assignment** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- 14 **Relationship** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions, (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
- 15 **Indemnification** To the extent allowable by law, each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.
- 16 **Force Majeure** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
- 17 **Severability** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
- 18 **Special ADA** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
- 19 **Limitation of Liability** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER

IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES

- 20 **Warranty** Subject to County's compliance with its obligations hereunder Equipment shall be free from defects in workmanship and material, shall conform to ICS published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy ICS shall, at ICS' sole option and expense, either (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications, (c) replace such nonconforming or defective Equipment or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

- 21 **No Hire/No Solicit** During the term of this Agreement and for a period of six (6) months thereafter neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement without the express written consent of the other party.
- 22 **Confidentiality** During the term of this Agreement each party may disclose to the other certain proprietary information including without limitation trade secrets, know how, software source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "**Confidential Information**") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient because of legends or markings, the circumstances of disclosure or the nature of the information itself to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature but in any event not less than reasonable duty of care to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available, (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party as evidenced by written records, (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure, or (d) independently developed by the recipient without use of the disclosing party's Confidential Information

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction

- 23 License to Use Software** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer<sup>®</sup> software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer<sup>®</sup> software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer<sup>®</sup> software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer<sup>®</sup> software.
- 24 Third Party Software** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25 Taxes** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26 Insurance** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
  - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
  - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.
- ICS shall provide certificates evidencing the above coverage amounts upon request from County.

*{Remainder of page intentionally left blank. Signature page and Exhibits follow.}*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties

**Inmate Calling Solutions, LLC**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Clay County, MS Board of Supervisors**

  
\_\_\_\_\_  
(Signature)

R.B. Davis  
\_\_\_\_\_  
(Printed Name)

President  
\_\_\_\_\_  
(Title)

1/11/2016  
\_\_\_\_\_  
(Date)

**Exhibit A – County Addresses**

**Principle Business Address** (used for all notices hereunder)

**205 Court Street  
West Point, MS 39773**

**Service Locations**

**Clay County Jail**

**330 West Broad Street  
West Point, MS 39773**

**Equipment to be shipped to**

**Clay County Jail  
330 West Broad Street  
West Point, MS 39773**

**Commissions to be paid to**

**Clay County Sheriff's Office  
330 West Broad Street  
West Point, MS 39773**

## **Exhibit B – Equipment**

### **Enforcer Centralized Call Processing**

- 31 x Stainless Steel Inmate Telephones
- 1 x Inmate Cart Phones
- 4 x Visitation Phone Sets
- 1 x TDD\TTY Unit
- 1 x Workstation & Printer
- Unlimited Enforcer User Licenses
  
- Interface to County JMS
  - Automated Inmate ID & PIN Updates
- Interface to KCN Commissary & Banking system
  - DirectLink Trust Cardless Debit Calling
  - Over-the-Phone Commissary Ordering
- Enforcer Technology Suite
  - The Communicator – Inmate Request Portal
  - The Attendant – Informational IVR
  - Data Detective – Data Mining & Link Analysis

### **Inmate Voicemail**

- Inbound voice message priced at \$1 00 per Message

**Exhibit C – Call Rates**

The following rates apply to calls from Service Locations

| <b>Calling Rates</b>       |                        |                          |
|----------------------------|------------------------|--------------------------|
| <u>Call Type</u>           | <u>Per Call Charge</u> | <u>Per Minute Charge</u> |
| Local                      | \$0 00                 | \$0 22                   |
| Intrastate/IntraLATA       | \$0 00                 | \$0 22                   |
| Intrastate/InterLATA       | \$0 00                 | \$0 22                   |
| Interstate                 | \$0 00                 | \$0 22                   |
| International (Debit Only) | \$0 00                 | \$0 95                   |

***NOTES** Domestic interstate rates apply for calls to U S territories including American Samoa Guam Northern Mariana Islands Puerto Rico and U S Virgin Islands All non-U S destinations are rated as international*

*Call rates shown do not include local county state and federal taxes, regulatory fees and billing fees*

**Funding Fees**

- Funding via Online or IVR \$3 00
- Funding via Live Agent \$5 95



### **Exhibit D – Commissions**

ICS shall pay to County a Commission of 63.1% of the gross revenue for all call types generated from County's Service Locations. Additionally, ICS shall provide County with a one-time technology grant in the amount of \$10,000.00. This grant shall be immediately available upon activation of services.

Also, ICS shall pay to County a Commission of 50% of the gross fees generated by the inmate voicemail service.

*Note* Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE RENEWAL OF THE  
VOLUNTEER FIRE CONTRACT**

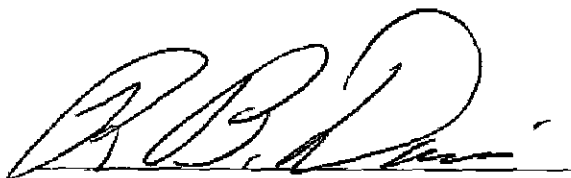
---

There came on this day for consideration the matter of authorizing and approving the renewal of the Volunteer Fire Contract

It appears to this Board the Board Attorney, Bob Marshall, is presenting the contract agreement with the Volunteer Fire Units as attached hereto as Exhibit A for the Board's consideration of renewal, and,

It appears to this Board there are only a few changes to be made to the said contract as attached hereto as Exhibit A such as, including the automatic renewal clause, updated signatures which reflect the current Volunteer Fire Coordinator, and updating the wording to reflect the new reporting system, Fire Bridge, of the State of Mississippi

SO ORDERED this the 11<sup>th</sup> day of January, 2016

A handwritten signature in black ink, appearing to read 'Bob Marshall', written over a horizontal line.

President

## CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Clay County Board of Supervisors, as the governing authority of Clay County, hereinafter referred as "County", and the \_\_\_\_\_ Volunteer Fire Department, Inc, hereinafter referred to as "Fire Department," for the express purpose of providing fire protection, and other services normally provided by fire service organizations in the areas and under the circumstances herein below described

### I AUTHORITY

This Contract is entered into pursuant to the authority of §83-1-39, §19-5-175, and §19-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

### II TERM

The term of this contract shall be for the remainder of the current term of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and the Commissioner of Insurance, terminating on the first Monday of January, 2020. This contract shall automatically renew on the first Monday of January, 2020, for an additional four (4) year term to coincide with the term of office of the Board of Supervisors unless any party hereto shall, in writing, notify the other parties that said automatic extension shall not take effect. If renewed without any changes written notification must be sent to the Commissioner of Insurance and State Fire Coordinator of such action. In the event changes are made the Commissioner of Insurance must approve the new contract.

### III TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice.

### IV SERVICE AREA

Fire Department shall provide fire protection services, and other emergency services normally provided by fire service providers as training and equipment permit, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of the County or adjoining Counties when feasible.

Neither party to this agreement makes any representation that the facilities, equipment, and or manpower to be provided are adequate for the intended purpose.

Both parties recognize the nature of the volunteer services is to respond with the facilities and manpower at hand and to do the best possible job under the conditions at the time

## V COUNTY RESPONSIBILITIES

### A EQUIPMENT, BUILDINGS, AND INVENTORY

The County shall make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Clay County and documented on the Property Inventory of the County. The County shall provide the Volunteer Fire Unit with at least one fire truck and a building to house such truck. Any other emergency equipment on loan from state or federal agencies and assigned to the designated Volunteer Fire Department to use shall be covered on the County's general liability insurance policy. All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. All equipment or buildings purchased in whole or in part with State or County funds shall be deemed owned by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.

### B INSURANCE AND BENEFITS

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims Act.
- (ii) It is agreed and understood that the Fire Department desires for its volunteers to be covered for any injury or death which may occur at any time the volunteer may be on a fire protection service call or during a training exercise or at any other time while performing Fire Department duties and responsibilities. It is recognized by the County that such coverage would encourage citizens to participate in the Fire Department activities, thereby enhancing fire protection for the entire County, and it would be more economical and a cost savings to the County for all volunteers in all volunteer

fire departments operated in the County to be covered under a special Workers' Compensation Rider for volunteers currently offered as part of the County's regular Workers' Compensation Policy. Also, a master policy covering additional accidental death and dismemberment for all volunteers in all fire departments in the County would be more economical than separate policies for each Department. Therefore, the County agrees to provide such Workers' Compensation coverage for volunteers as a rider on the County's regular Workers' Compensation coverage so long as it is offered by the insurance carrier, and further agrees to provide additional insurance policy for accidental death and dismemberment coverage for volunteer firemen activities in an amount as determined by the County. The cost of these insurance coverages shall be paid by the County from the Volunteer Fire Fund as appropriated. All accident and/or medical claims incurred in the line of duty shall be filed under the County's workers compensation policy.

(iii) It shall be the responsibility of the Fire Department to maintain and provide to the County through the County Fire Coordinator a current membership roster of all volunteers and to promptly notify the County through the Fire Coordinator of changes. Nothing herein shall be construed as designating volunteer fire fighters as County employees. The County shall incur no liability or responsibility for the failure of the Fire Department to provide a current membership roster or notify the County of changes. It is specifically understood and agreed that the Workers' Compensation coverage shall not extend to fund-raiser activities or events in which members of the Fire Department may be participating outside of normal fire protection activities or training, unless such activities are deemed to be covered by the carrier. This paragraph is not to be considered as a limitation on the ability of the Fire Department to secure other or additional insurance coverages.

(iv) Each volunteer fireman who meets the requirements of Section 27-51-42.2 of the Mississippi Code of 1972 shall receive an exemption from ad valorem taxes on one vehicle owned by such volunteer fireman in the amounts allowed by such statute.

## VI FINANCIAL SUPPORT

There are currently seven (7) volunteer fire departments serving all areas of Clay County outside the city of West Point, Mississippi. The undersigned Fire Department

is one of the seven departments. Funding from the County derived through State Insurance Rebate Funds and the County Fire Protection Levy shall be budgeted equally between all approved fire departments providing fire protection services to a designated area of the County. In return for the rural fire protection service provided by the Volunteer Fire Departments in Clay County, the Board of Supervisors will pay to the undersigned Volunteer Fire Unit a sum of FOUR THOUSAND DOLLARS (\$4,000.00) per year in each year of this contract. In addition the Board may, in its sole discretion, pay over to the Volunteer Fire Departments, as the funds become available to the County, all or part of an amount equal to one-seventh (1/7<sup>th</sup>) of the County fire insurance rebate funds received during the fiscal year, less (1) any insurance premiums paid by the County for fire protection, (2) any other expenses incurred by the County for fire protection services, including debt service incurred by the County for fire protection services. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge a portion of these budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

#### VII FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active volunteer fire department having a roster of qualified fire fighters of which not less than fifty percent (50%) have completed, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as 'Certified Volunteer Fire Fighters, Level I'. Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is required that each driver must successfully complete the Emergency Driver Safety Course. Further, the Board agrees to reimburse the cost of the Emergency Medical Responders (EMR) training of the members of the Volunteer Fire Unit as long as a certificate showing that the fire fighter passed the course is provided. At least monthly, the Volunteer Fire Unit shall provide to the Clay County Chancery Clerk a roster of the members of the unit.

It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department.

The Fire Department shall maintain a membership roster containing the names, addresses, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The monitoring of this requirement shall be the sole responsibility of the Fire Department.

#### VIII FIRE DEPARTMENT RECORDS

Records of all alarms shall be maintained on the state reporting system (MS Fire Bridge) with monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records for the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County. The Department shall make available to the County through the County Fire Coordinator a copy of receipts of purchases made with County funds.

#### IX EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, proper testing and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

#### X EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Clay County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

#### XI IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

#### XII COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

#### XIII COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Fire Coordinator, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall acknowledge and cooperate in this regard. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress. The Volunteer Fire through the Volunteer Fire Coordinator Unit shall file fire run reports at least monthly with the Mississippi State Fire Marshall's Office. The unit shall further submit to the County an annual accounting.



of receipts and expenditures for the year and certification from the State Fire Marshall's office that the unit is in compliance with run filings

XIV EFFECTIVE DATE

This agreement shall be effective as the latest date executed by the parties and shall supercede all previous agreements between the parties

Approved and authorized by the Clay County Board of Supervisors on the 28<sup>th</sup> day of January, 2016

CLAY COUNTY MISSISSIPPI

BY \_\_\_\_\_  
President  
Board of Supervisors

ATTEST

\_\_\_\_\_  
Chancery Clerk

Approved and authorized by the \_\_\_\_\_ Volunteer Fire  
Department, Inc on the \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
VOLUNTEER FIRE  
DEPARTMENT, INC

By \_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Secretary

APPROVED

\_\_\_\_\_  
COMMISSIONER OF INSURANCE

\_\_\_\_\_  
DATE

NO \_\_\_\_\_

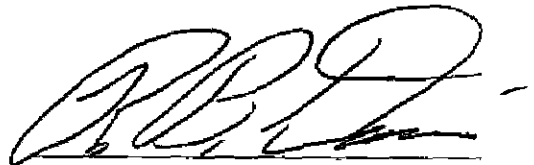
**IN THE MATTER OF AUTHORIZING THE CONSTABLES TO TRAVEL**

---

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

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the Constables to travel to associational quarterly Board Meeting in Ridgeland, MS as attached hereto as Exhibit A

SO ORDERED this the 11<sup>th</sup> day of January, 2016

A handwritten signature in black ink, appearing to be 'R. B. Deanes', written over a horizontal line.

President

**Mississippi Constables Association**

**John H Heggins, Secretary / Treasurer**

197 Still Drive • Vicksburg, Mississippi 39180

(601) 218-6866 • Fax (601) 634-8770

*Request to travel -  
constables*

---

**MCA Quarterly Board Meeting including  
State Legislative Committee**

November 24, 2015

Dear Fellow Constables,

We will be having our next quarterly board meeting at 9 00am on Friday January 22, 2016 at the Al Sage's office in Ridgeland, MS Please make arrangements to attend as we will be discussing the upcoming legislative session along with our regular business If you are staying overnight you can contact the Courtyard Marriott in North Jackson and the rooms are \$129 00 per night

Sincerely,

*John H Heggins*

Secretary / Treasurer

Al Sage's office  
451 Northpark Drive, Suite B  
Ridgeland, MS 39158  
601-506-2650

Courtyard Jackson  
Ridgewood Court Drive  
Jackson, MS 39211  
601-956-9991

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE LEASE PURCHASE  
FINANCING WITH HANCOCK BANK FOR THE PURCHASE OF THE SHERIFF  
VEHICLES**

---

There came on this day for consideration the matter of authorizing and approving the lease purchase financing with Hancock Bank for the purchase of the Sheriff Vehicles

It appears to this Board at a prior meeting this Board authorized the sheriff to purchase three (3) vehicles and at this time the Chancery Clerk is requesting this Board's consideration to lease purchase the financing of the vehicles and is presenting two quotes as attached hereto as Exhibit A

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the lease purchase with Hancock Bank at 1 65% for 36 months as attached hereto as Exhibit A

SO ORDERED this the 11<sup>th</sup> day of January, 2016

A handwritten signature in black ink, appearing to be 'A. Deanes', written over a horizontal line.

President



VIA EMAIL

January 6 2016

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

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

Gentlemen

We understand that Clay County, Mississippi is considering lease-purchase financing for Three (3) New Sheriff Vehicles (hereinafter the "Equipment ") under the authority of Sec 31-7-13(e) of the Miss Code of 1972 as amended. The Equipment's total cost is not expected to exceed \$84,100.00 and 100% of the cost will be financed.

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

| <u>Amount Financed</u> | <u>Terms**</u>                                | <u>Rate</u> |
|------------------------|---|-------------|
| \$84,100.00            | 36 monthly payments @<br>\$2,396.01 per month | 1.65%       |

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

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

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

Post Office Box 4019 • Gulfport, MS 39502  
1-800-522-6342 hancockbank.com





Clay County Mississippi  
Page 2

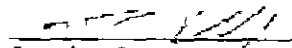
This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and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

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

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

Sincerely,

HANCOCK BANK

  
Jonathan King  
Government Leasing  
Public Finance Department

Post Office Box #010 • Clifton, MS 39502  
1-800-522-6542 hancockbank.com





Clay County Mississippi  
Page 2

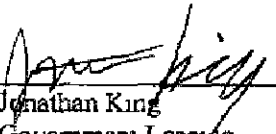
This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and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

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

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

Sincerely,

HANCOCK BANK

  
Jonathan King  
Government Leasing  
Public Finance Department

Post Office Box 4019 Gulfport MS 39502  
1 800 522 6542 hancockbank.com





1/4/2016

Sent via [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)

Clay County  
P O Box 815  
West Point MS 39773

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

- |    |                                      |   |
|----|--------------------------------------|---|
| 1  | <u>Lessor</u>                        | BancorpSouth Equipment Finance, a division of BancorpSouth Bank   |
| 2  | <u>Lessee</u>                        | Clay County   |
| 3  | <u>Equipment Description</u>         | 3 sheriff Vehicles  |
| 4  | <u>Equipment Cost</u>                | \$84,100.00   |
| 5  | <u>Lease Term</u>                    | 3 Years   |
| 6  | <u>Lease Payments</u>                | (These are approximate payment amounts. The actual payment will be determined at funding date )<br><br>36 Monthly payments of \$2,407.74<br>Arrears   |
| 7  | <u>Lease Rate</u>                    | 1.97%   |
| 8  | <u>Funding Date</u>                  | This proposal is contingent upon the equipment being delivered and the lease funded prior to 2/29/2016. Any extension of the funding or delivery date must be in writing.   |
| 9  | <u>Purchase Option</u>               | Title is passed to Lessee at lease expiration for no further consideration.   |
| 10 | <u>Non-appropriation/Termination</u> | The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee |



agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds

- 11 **Bank Qualification** This lease-purchase financing shall be designated as a bank qualified tax exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded**
- 12 **Tax Status** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status
- 13 **Net Lease** This will be a net lease transaction whereby maintenance insurance taxes (if applicable) compliance with laws and similar expenses shall be borne by Lessee
- 14 **Financial Statements** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
- 15 **Lease Documentation** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period otherwise payments will be subject to market change

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

Acceptance of this proposal expires as the close of business on 1/29/2015. Extensions must be approved by the undersigned

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



Bob Lee  
Municipal Finance Manager

**ACKNOWLEDGMENT AND ACCEPTANCE**

By \_\_\_\_\_  
Title

Date \_\_\_\_\_

*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 | \$84,100 00 / 1 65% / 36 months |
| Monthly Payment Amount      | \$2,396 01                      |
| Equipment Description       | Three (3) New Sheriff Vehicles  |

---

Schedule & Description of Closing Documents

*Step # and Document Description*

- 1 **Authorizing Resolution** – *This document authorizes the lease purchase financing by the governing body and gives the appropriate officials the authority to enter into such contract* The Resolution must be passed by the Board of Supervisors and executed (signed) by the Board President and Clerical 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 Shelton Daves 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 2016 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 1 65% 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 Luke Lunnus seconded the motion and after a full discussion the same was put to vote with the following results

|                       |                  |
|-----------------------|------------------|
| <u>Lynn Horton</u>    | Voted <u>AYE</u> |
| <u>Luke Lunnus</u>    | Voted <u>AYE</u> |
| <u>R B Davis</u>      | Voted <u>AYE</u> |
| <u>Shelton Deaves</u> | Voted <u>AYE</u> |
| <u>Joe Chandler</u>   | Voted <u>AYE</u> |

The motion, having received an affirmative vote, was carried and the resolution adopted, this the 11<sup>th</sup> day of January 2016

By R. B. Davis

MR R B DAVIS

President, Board of Supervisors

{Seal}

Attest

Amy Berry  
Ms Amy Berry  
Clerk of Board

**CERTIFICATE OF RECORDING OFFICER**

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

2 A meeting was duly convened on Jan. 11, 2016 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

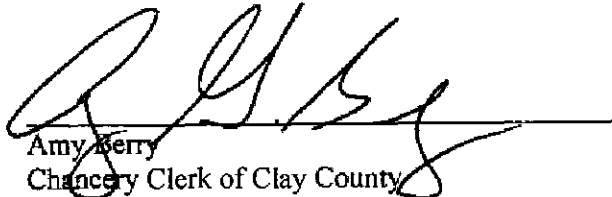
A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY (' THE BOARD") OF CLAYCOUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE 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 11<sup>th</sup> day of Jan, 2016

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

## ARTICLE IV

### LEASE TERM

#### Section 4 01 Commencement of Lease Term

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

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

#### Section 4 02 Termination of Lease Term

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

### ARTICLE V

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

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

### ARTICLE VI

#### Rental Payments

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

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

#### Section 6 02 Payment of Rental Payments.

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

#### Section 6 03 Interest and Principal Component

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

#### Section 6 04 Rental Payments to be Unconditional

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

assert any right of setoff or counterclaim against its obligation to make such payment 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 Lessor'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 Lessor's Governing Body, individually and collectively, understand that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to the election of Self Insurance, loss, theft, damage or destruction from any cause whatsoever.

#### **Section 8 04 Advances.**

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

### **ARTICLE IX DAMAGES, DESTRUCTION AND CONDEMNATION USE OF NET PROCEEDS**

#### **Section 9 01 Damages, Destruction and Condemnation**



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

(B) title to or the temporary use of the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

#### Section 9.02 Insufficiency of Net Proceeds

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

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

### **ARTICLE X**

#### **DISCLAIMER OF WARRANTIES, VENDOR'S WARRANTIES USE OF THE EQUIPMENT**

##### Section 10.01 Disclaimer of Warranties

Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect hereto. 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 condition of this Agreement will not be binding on Lessor and will not apply to this Agreement Lessor and Lessee by their signatures acknowledge that each has read this Agreement understands it and agrees to be bound by its terms and conditions and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals

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

LESSOR HANCOCK BANK

LESSEE BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By \_\_\_\_\_  
MR JONATHAN KING  
PUBLIC FINANCE OFFICER

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

As of \_\_\_\_\_, 2016

As of Jan 11, 2016

ATTEST

By *Amy Berry*  
MS AMY BERRY  
CLERK OF BOARD

{COUNTY SEAL}

As of Jan 11 2016

EXHIBIT "A"  
RESOLUTION OF LESSEE

**EXHIBIT "B"**

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

**EXHIBIT "C"**  
**CERTIFICATE AS TO ARBITRAGE**

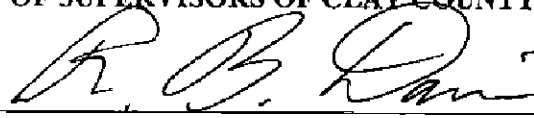
We the undersigned **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the Lessee) being the person duly charged with others with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled 'Governmental Lease Purchase Agreement (the Agreement') dated Jan 11, 2016 and issued said date hereby certify that


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

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

IN WITNESS WHEREOF, we have hereunto set our hands this 11<sup>th</sup> day of Jan 2016

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**


By   
R. B. DAVIS  
Board President


By   
AMY BERRY  
Clerk of Board

**EXHIBIT "D"**  
**DESCRIPTION OF EQUIPMENT**

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated Jan. 11, 2016 entered into between Hancock Bank and the Board of Supervisors of Clay County, Mississippi. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By   
R B DAVIS  
Board President

By   
AMY BERRY  
Clerk of Board

**EXHIBIT "E"**  
**RENTAL PAYMENTS**

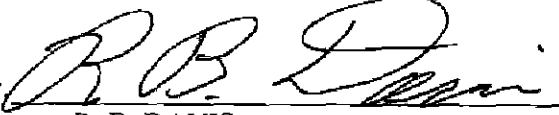
Monthly rentals on this agreement are \$2,396.01. The first rental due on this agreement will be due on the TBD day of TBD 2016 and subsequent monthly rentals will be due on the TBD day of each month thereafter. The lease term of this agreement is 36 monthly payments with a \$1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.

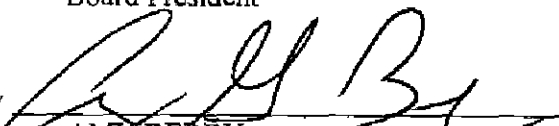


**EXHIBIT "F"**  
**ACCEPTANCE CERTIFICATE**

The undersigned **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee under the Governmental Lease Purchase Agreement (the "Agreement") dated Jan 11, 2016 with HANCOCK BANK ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this Jan 11, 2016 and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By   
R B DAVIS  
Board President

By   
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 Jan 11, 2016 ("Lease"), between Lessor and us, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.


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

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

Very truly yours,

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By   
R B DAVIS  
Board President

By   
AMY BERRY  
Clerk of Board

**Exhibit H  
BILL OF SALE**

For and in consideration of the purchase price of **\$84,100 00** paid by Hancock Bank, Gulfport, Mississippi ("Lessor"), to the Clay County MS ("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 Jan 11, 2016 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

11<sup>th</sup> IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this Jan day of 2016

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

BY R B Davis  
R B DAVIS  
Board President

BY Amy Berry  
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

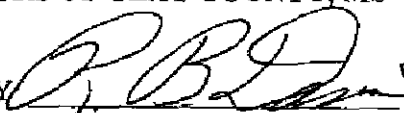
The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor

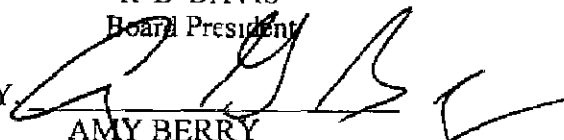
This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of Jan. 11, 2016 and of which this Assignment constitutes an integral 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 11<sup>th</sup> day of Jan. 2016

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

BY   
R B DAVIS  
Board President

BY   
AMY BERRY  
Clerk of Board

**Exhibit K  
ASSIGNMENT OF INVOICES**

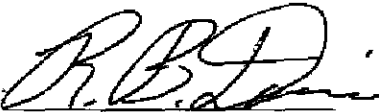
For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (‘ Assignor’) does hereby sell, assign and transfer to Hancock Bank, Gulfport Mississippi (‘ Assignee’) all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the “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 Jan 11, 2016 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 11<sup>th</sup> day of Jan. 2016

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

BY:   
R B DAVIS  
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 Jan. 11, 2016 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 2016
- 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 2016 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 2016 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 11<sup>th</sup> day of Jan, 2016

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

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

By Amy Berry  
AMY BERRY  
Clerk of Board

**EXHIBIT M**  
**AGREEMENT TO TENDER VEHICLE TITLE TO LESSOR**

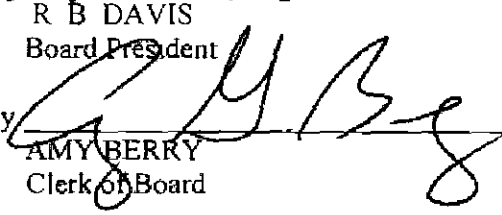
We, the undersigned officers of Clay County, Mississippi ( ' Lessee' ), being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement (the "Agreement' ) dated as of Jan. 11 hereby agree to give to Hancock Bank ( Lessor ) the title to the vehicle being financed through the above referenced Agreement within ten days of receipt of the title from the State of Mississippi

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

IN WITNESS WHEREOF, we have hereunto set our hands this 11<sup>th</sup> day of Jan 2016

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By   
R B DAVIS  
Board President

By   
AMY BERRY  
Clerk of Board

Addendum  
to  
Clay County \$84,100 00 Lease Purchase Agreement, Series 2016


The Clay County \$84,100 00 Lease Purchase Agreement, Series 2016 is hereby amended as follows

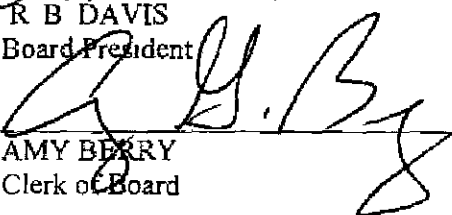
“LESSOR” – means Whitney Bank, as of April 1, 2014 a State of Mississippi chartered bank doing business in Mississippi, Alabama & Florida under the trade name “Hancock Bank ”

“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 11<sup>th</sup> day of Jan. 2016

**BOARD OF SUPERVISORS OF CLAY COUNTY, MS**

By   
R B DAVIS  
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 \_\_\_\_\_, 2016 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,

EDWARDS, STOREY, MARSHALL, HELVESTON & EASTERLING, LLP

A M EDWARDS JR  
1926 2007

ATTORNEYS AT LAW  
PO BOX 835 103 E BROAD STREET  
WEST POINT MS 39773  
PHONE (662) 494-5184 FAX (662) 494-4836  
E-MAIL [esmhe@esmhe.net](mailto:esmhe@esmhe.net)  
WEBSITE <http://www.esmhe.net>

THOMAS B STOREY JR  
ROBERT B MARSHALL JR  
JAMES C HELVESTON  
MICHELE D EASTERLING

January 22, 2016

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

RE Lease-Purchase of Sheriff vehicles  
by Board of Supervisors of Clay County, MS

Gentlemen

Pursuant to your request, we hereby render the following opinion regarding the Governmental Lease Purchase Agreement (the "Agreement"), dated January 11, 2016, between the Board of Supervisors of Clay County, Mississippi (the "Lessee") and, Hancock Bank (the "Lessor")

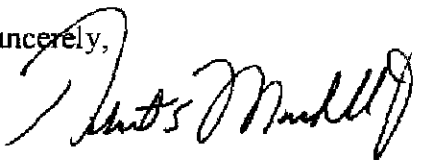
We have acted as counsel to the Lessee with respect to certain legal matters pertaining to the Agreement and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the governing 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,  
  
Robert B. Marshall, Jr  
RBM/vjr

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

Under Internal Revenue Code section 149(e)

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

**Part I Reporting Authority** Check box if Amended Return

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

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

|  |                              |
|--|------------------------------|
| <b>8a</b> Issue price of obligation(s) (see instructions)  | <b>8a</b> <b>\$84,100.00</b> |
| <b>b</b> Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶               |                              |
| <b>9</b> Amount of the reported obligation(s) on line 8a that is:  |                              |
| <b>a</b> For leases for vehicles   | <b>9a</b> <b>\$84,100.00</b> |
| <b>b</b> For leases for office equipment   | <b>9b</b>                    |
| <b>c</b> For leases for real property  | <b>9c</b>                    |
| <b>d</b> For leases for other (see instructions)   | <b>9d</b>                    |
| <b>e</b> For bank loans for vehicles   | <b>9e</b>                    |
| <b>f</b> For bank loans for office equipment   | <b>9f</b>                    |
| <b>g</b> For bank loans for real property  | <b>9g</b>                    |
| <b>h</b> For bank loans for other (see instructions)   | <b>9h</b>                    |
| <b>i</b> Used to refund prior issue(s)   | <b>9i</b>                    |
| <b>j</b> Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)   | <b>9j</b>                    |
| <b>k</b> Other   | <b>9k</b>                    |
| <b>10</b> 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"/> |                              |
| <b>11</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box <input type="checkbox"/>  |                              |
| <b>12</b> Vendor's or bank's name <b>Whitney Bank, DBA Hancock Bank</b>  |                              |
| <b>13</b> Vendor's or bank's employer identification number <b>6 4 0 1 8 9 0 6 5</b>   |                              |

**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]* **Amy Berry, Chancery Clerk**  
Signature of issuer's authorized representative Date Type or print name and title

|                               |                            |                      |      |   |      |
|-------------------------------|----------------------------|----------------------|------|---|------|
| <b>Paid Preparer Use Only</b> | Print/type preparer's name | Preparer's signature | Date | Check <input type="checkbox"/> if self-employed | PTIN |
|                               | Firm's name ▶              | Firm's EIN ▶         |      | Phone no ▶                                      |      |
|                               | Firm's address ▶           |                      |      |   |      |

**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](http://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 or the IRS website at [irs.gov](http://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 filed 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:

|  |             |
|--|-------------|
| <b>Learning about the law or the form</b>                  | 4 hr 46 min |
| <b>Preparing the form</b>                                  | 2 hr 22 min |
| <b>Copying, assembling and sending the form to the IRS</b> | 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*.

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE REFUND FROM THE JUSTICE COURT  
SETTLEMENT**

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There came on this day for consideration the matter of authorizing the refund from the Justice Court Settlement

It appears to this Board a \$35 Constable Fee was collected from Oktibbeha County and paid to Clay County in error, and,

It appears the said Justice Court Funds have already been settled to the General Fund and at this time the Justice Court Deputy Clerk, Christy Holcombe, is requesting this Board's approval to refund the \$35 00 Constable Fee to Oktibbeha County

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the said refund request as outlined above and as attached hereto as Exhibit A

SO ORDERED this the 11<sup>th</sup> day of January, 2016



President



**ORDER FOR REIMBURSEMENT OF COURT  
COSTS**

**JANUARY 5, 2016**

**REQUESTED BY OKTIBBEHA COUNTY JUSTICE  
COURT.**

**REASON FOR REQUEST: CONSTABLE FEE  
AND SUGGESTION FOR GARNISHMENT SENT TO  
CLAY COUNTY IN ERROR.**

**OKTIBBEHA CO CASE # 1101 553 DEFENDANT  
EVELYN BAILEY. OKTIBBEHA CO CLEARING  
ACCOUNT CHECK # 2385. RECEIPTED 12/18/2015  
CLAY CO JUSTICE COURT CIVIL RECEIPT # 51836  
DISBURSED TO THE CHANCERY CLERKS  
OFFICE IN THE DECEMBER 2015 CIVIL  
SETTLEMENT ON 12/21/2015 CHECK # 17.**

**COPY OF THE PROCESS AND RECEIPT  
ATTACHED.**

**REPECTFULLY YOURS,**  
*Cristy Holcombe*  
**DEPUTY CLERK**

Received In Civil Action  
Of

Case 32284 CLAY CO JUSTICE COURT

Receipt 51836

Received From ~~504500~~ <sup>CA Oklahoma</sup> 1101 553 EVELYN BAILEY the sum of 35 00

For CLEARING ACCOUNT

is hereby acknowledged, said sum being paid in cause styled

MISC RECEIPTS -VS- RECEIPTS MISC

in the court of the undersigned and that said sum so paid is for and on account of the following

CLEARING ACCOUNT

CIVIL ACCOUNT

Uniform Constable Fee 35 00  
TOTAL CIVIL ACCOUNT 35 00

CLEARING ACCOUNT

TOTAL CLEARING ACCOUNT 00

TOTAL ... .. 35 00 CK

Check/Reference # 2385

Received This Date 12/18/2015

By CHRISTY HOLCOMBE

Book/Page 55- 93

Court Date 11/19/2015 9 00 A

CH  
Court Clerk

12/18/2015

15 38 14

STATE OF MISSISSIPPI - OKTIBBEHA COUNTY

FILE 1101

553

TO ANY LAWFUL OFFICER OF CLAY COUNTY

WHEREAS FIRST METROPOLITAN FINANCIAL SVC, RECOVERED A JUDGMENT IN JUSTICE COURT OF OKTIBBEHA COUNTY ON 10/28/2015, FOR THE SUM OF 2164 00 AGAINST BAILEY EVELYN, SSN 426393131

AS OF THIS DATE THERE IS A BALANCE DUE INCLUDING INTEREST AND ALL COSTS OF \$ 2214 00.

AND SAID PLAINTIFF HAVING MADE PROPER SUGGESTION FOR A WRIT OF GARNISHMENT AGAINST GTMS 1945 AIRPORT RD, COLUMBUS MS 39701

WE THEREFORE COMMAND YOU TO SUMMON SAID GARNISHEE TO RESPOND IN WRITING TO AID COURT WITHIN 10 DAYS OF RECEIPT, AND TO ANSWER, UNDER OATH IN WRITING FIRST-WHETHER YOU OR EITHER OF YOUR EMPLOYEES IS INDEBTED TO THE DEFENDANT OR AS SO INDEBTED AT THE TIME OF THE SERVICE OF THE WRIT ON YOU OR EITHER OF YOU, OR HAVE AT ANY TIME SINCE BEEN SO INDEBTED AND IF SO INDEBTED, AT WHAT SUM, WHETHER DUE OR NOT, AND WHEN DUE TO BECOME DUE AND HOW THE DEBT IS EVIDENCED AND WHAT INTEREST IT BARES

SECOND-WHAT EFFECTS OF THE DEFENDANT YOU HAVE OR HAD AT ANY TIME OF THE SERVICE OF THE WRIT ON YOU OR HAVE HAD SINCE IN YOUR POSSESSION OR UNDER YOUR CONTROL

THIRD-WHETHER YOU KNOW OR BELIEVE THAT ANY OTHER PERSON HAS EFFECTS OF THE DEFENDANT OR EITHER OF THEM, AND IF SO, WHOM AND WHAT AMOUNT AND WHERE HE RESIDES.

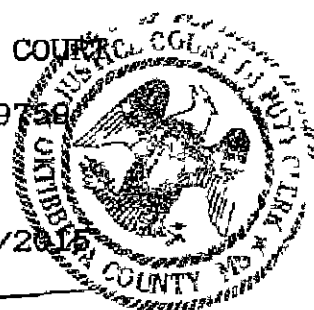
FOURTH-WHETHER YOU KNOW OR BELIEVE THAT ANY OTHER PERSON HAS EFFECTS OF THE DEFENDANT OR EITHER OF THEM IN HIS POSSESSION OR UNDER HIS CONTROL AND IF SO, WHO AND WHERE HE RESIDES

FIFTH-IT THE SAID JUDGMENT DEBTOR IS YOUR EMPLOYEE, HIS OR HER WAGES, SALARY OR OTHER COMPENSATION IS TOTALLY EXEMPT FOR A PERIOD OF 30 DAYS FROM THE DATE OF THE SERVICE OF THIS WRIT, THEREAFTER 75% OF SAID WAGES, SALARY OR OTHER COMPENSATION DUE OR BECOME DUE IS EXEMPT BY LAW FROM GARNISHMENT THE REMAINING NONEXEMPT DISPOSAL EARNINGS SHALL BE RETAINED BY YOU FOR SUCH TIME AS IS NECESSARY TO ACCUMULATE A SUM EQUAL TO THE AMOUNT SHOWN ON THE WRIT AS DUE AND UNLESS OTHERWISE AUTHORIZED BY THE COURT YOU SHALL MAKE ONE PAYMENT TO THE PLAINTIFF WHEN SAID AMOUNT HAS BEEN ACCUMULATED, PROVIDED THAT AT LEAST ONE PAYMENT MUST BE MADE PER YEAR FOR THE AMOUNT WITHHELD DURING THE PRECEDING YEAR IF THE DEFENDANT LEAVES YOUR EMPLOYMENT YOU MUST NOTIFY THE COURT WITHIN 15 DAYS AND PAY UNTO THE PLAINTIFF ALL SUMS THAT HAVE BEEN WITHHELD NOTIFY THE COURT WHEN THE DEBT IS PAID IN FULL

TOTAL DEMAND 2214 00

PAY ALL WITHHELD SUMS DIRECTLY TO FIRST METROPOLITAN FINANCIAL SVC 122 HWY 12 WEST STARKVILLE MS 39759

NORA GOLIDAY, CLERK OKTIBBEHA COUNTY JUSTICE COURT 104 FELIX LONG DRIVE STARKVILLE MISSISSIPPI 39759 PHONE 662-338-1083



RECEIVED BY \_\_\_\_\_

WITNESS MY HAND ON 12/17/2016

*[Signature]*  
CLERK OR DEPUTY CLERK

RETURN OF OFFICER

I HAVE THIS DAY EXECUTED THE WITHIN WRIT PERSONALLY, BY DELIVERING TO THE WITHIN NAMED GARNISHEE A TRUE COPY OF THIS WRIT

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING ADVERTISING  
RESOURCES FOR THE COUNTY**

---

There came on this day for consideration the matter of authorizing and approving advertising resources for the County

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the advertising resources as attached hereto as Exhibit A for the Martin Luther King Day celebration program

SO ORDERED this the 11<sup>th</sup> day of January, 2016

A handwritten signature in black ink, appearing to be 'R. B. Deanes', written over a horizontal line.

President

## ***Martin Luther King, Jr Holiday Committee***

***218 Martin Luther King Drive /P O Box 1457***

***West Point, Ms 39773***

***(662) 494-8822***

*January 6 2016*

*The Board of Supervisors*

*Clay County*

*West Point, Ms 39773*

*Re Dr Martin Luther King Holiday Celebrations  
January 18, 2016*

*Dear Board Members*

*Our King Day Celebration is here again and we anticipate another superb program with outstanding community participation. We want to take this opportunity to include the City of West Point in the Dr Martin Luther King celebrations in West Point Miss. This day honors Dr Martin Luther King and promotes the idea of community responsibility and economic self-sufficiency. Our speaker this year is our very own Hon Senator Angela Turner.*

*We always appreciate the support of the Clay County Board of Supervisors and hope to have you as a sponsor again this year in the amount of \$350.00. Please make your check payable to M. L. K. Holiday Committee and mail to P O Box 222 West Point Ms 39773. If you have any questions or desire to have someone pick up your check since we are running behind schedule, please call Anna Hayford-Jones, Event Co-ordinator at 662 494 1024 or 662 275 0068.*

*Thank you for your continued support of this important celebration activities. Your support in the past years have been really appreciated.*

*Sincerely,*

*Anna Hayford-Jones*

*Event-Coordinator*

NO \_\_\_\_\_

**IN THE MATTER OF ACCEPTING AND AWARDING THE SUPPLY AND  
MATERIAL BIDS FOR YEAR 2016**

---

There came on this day for consideration the matter of accepting and awarding the supply and material bid for year 2016

It appears to this Board as attached hereto as Exhibit A are the final tabulations and recommendation from the County Purchase Clerk, Nikki Cude, for the lowest and best supply and material bids for year 2016, and

It appears to this Board that the bids for Hot Mix from APAC is rejected on the basis of the said mix is not used much by the County, and,

It appears to this Board that the bid for limestone the board did not accept the bid of Vulcan on the basis of the company not being located in closed proximity to any of the five districts and would cost the county more in labor to haul due to the location of the company, and

It appears the bid of top dressing from APAC is rejected to the county not using the said product, and,

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to accept the bids as attached hereto as Exhibit A for the Supply and Material bids for year 2016 except for those bids as stated above as being rejected by this Board

SO ORDERED this the 11th day of January, 2016



President

AFFP

Affidavit of Publication

STATE OF MISSISSIPPI] SS  
COUNTY OF CLAY]

Cindy Cannon being duly sworn, says

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

December 20, 2015

December 27, 2015

\_\_\_\_\_

\_\_\_\_\_

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

Cindy Cannon  
Classified Clerk

Subscribed to and sworn to me this 4 day of January, 2016.

Amy M. Benby, J. J. Ray, DC

My Commission Expires January 6, 2020

**ADVERTISEMENT FOR BIDS**

Notice is hereby given that the Board of Supervisors of Clay County, Mississippi, will receive sealed bids until the hour of 9:00 o'clock a.m. on the 4th of January 2016, at the Office of the County Clerk of Clay County, Mississippi, for the sale to and for the use of equipment to the requirements of said County and various road districts and public offices of the said County from January 4th, 2016 until January 2nd 2017 the following supplies and materials and other related matters, to-wit:

All Types, Grades, and sizes of curbs (suppliers must guarantee a 5-working-day delivery period for all type curbs and pipe, alternate bids will be accepted and used if the primary bidders cannot meet the 5 day delivery time-to any order):

Greater blades, grader blades

bolts, and bevel ends (Minimum

order ten (10) sets delivered

prices.)

Hot mix and Cold mix (Bidders to

price two ways: 1) Bidder Haul-

ing hot mix and cold mix. 2) With

County hauling hot mix and cold

mix)

mesquite materials, quote only

#5 #7 #67 #67 #68, and crush

run.

Sand, wash gravel, city gravel,

pipe gravel, dirt, and other road

building materials. All bids should

be submitted on a per-ton basis

except for city gravel. Clay gravel

must be quoted on a per-yard

basis.

Nickle is also given that at the

time and place bids will be re-

ceived for rental of equipment, in-

cluding bulldozers, water graders,

tractors, trucks, jams, bucket-

loaders, drag lines, asphalt

spreaders, rollers, and other road-

building equipment, with or

without operator. Specify size and

brand name of equipment to be

rented. Plans shall not be move

d until those rates quoted in the As-

sociation's of Equipment Dealers' National

Average for rental rates

based on the equipment being bid

(BEST mix, shape and component

to be included) and single blum-

ious surface treatment, to bid two

ways.

With County furnishing materials

Without County furnishing materi-

als.

All work and material shall be ac-

cordance to Mississippi Standard

Specifications for

Seal Aggregate (Size 5) 0.28

cubic y

Binder Material 0.04 cubic y

Double Bituminous Surface

Treatment Without Prices Cost

Item Rate

Asphalt for Surface Treatment

(CRS-2P) 1.00 galls.y

Cover Aggregate (Size 5) 46 or

Size 5) 0.82 cubic y

Seal Aggregate (Size 7) 0.28

cubic y

Binder Material 0.04 cubic y

Single Bituminous Surface Treat-

ment

Item Rate

Asphalt Surface Treatment

(CRS-2P) 0.40 galls.y

Seal Aggregate (Size 7) 0.28

cubic y

Binder Material 0.04 cubic y  
All bids are to be quoted with a  
delivered price and an FOB your  
plant quote. In addition to bidding  
as hereinafter requested in No. 7  
above, bidders are also request-  
ed to bid on the item to each re-  
spective Supervisor's District,  
whereby, the Board shall accept  
bids for road and building materi-  
als on a per-district bases as well  
as a County-wide basis. The out-  
side of each bid should clearly list  
and specify each and every item  
being bid upon.

Heretofore used filler such as  
corner stone and round up and  
this filler such as Spine  
The Board intends to accept the  
lowest and best bid for all items  
upon which they receive bids, and  
it shall be within the discretion of  
the Board to determine and adju-  
dicate which bid or bids repre-  
sents the lowest and best bid on  
any and all items on which bids  
are received.

It is the intention of the Board of  
Supervisors that bidders specify  
within the bid each and every  
item and price per item upon  
which they are submitting bids  
and further the Board does not  
wish to receive bids that provide  
for change in price during the term  
for which bids are submitted. The  
Board does not desire to receive  
bids providing for discounts, but  
desires to receive "net price" bids.  
The Board reserves the right to  
accept and reject all bids re-  
ceived and to waive all formalities  
with the acceptance for rejection  
of bids.

Published by order of the Board of  
Supervisors, this the 17th day of  
December 2015.

For further questions, please con-  
tact Nicki Oude, Clay County Pu-  
blicity Clerk, between business  
hours of 9:00 am. to 12:00 p.m.  
Monday thru Friday, at (662) 464-  
5124 or via email at [noude@claycounty.ms.gov](mailto:noude@claycounty.ms.gov).

Amy G. Berry

County Clerk

Publication

December 20 2015

December 2 2015



## Culverts-Plastic Poly-Pipe

| Sizes | Vendor               | Vendor                   | Vendor |
|-------|----------------------|--------------------------|--------|
|       | <b>ALL DISTRICTS</b> | <b>G&amp;O Supply Co</b> |        |
| 8"    |                      | \$3 52                   |        |
| 10"   |                      | \$4 91                   |        |
| 12"   |                      | \$5 61                   |        |
| 15"   |                      | \$7 70                   |        |
| 18"   |                      | \$10 25                  |        |
| 24"   |                      | \$17 26                  |        |
| 30"   |                      | \$24 16                  |        |
| 36"   |                      | \$30 23                  |        |
| 42"   |                      | \$39 03                  |        |
| 48"   |                      | \$49 90                  |        |
| 60"   |                      | \$92 80                  |        |

## Culverts-Metal Pipe

| Sizes | Vendor | Vendor  | Vendor               |
|-------|--------|---|----------------------|
|       |        | <b>G&amp;O Supply Co</b>                            | <b>ALL DISTRICTS</b> |
| 8"    |        |   |                      |
| 10"   |        |   |                      |
| 12"   |        | 16ga \$8 00 14ga \$9 60                             |                      |
| 15"   |        | 16ga 9 60 14ga \$12 00 12ga \$16 80                 |                      |
| 18'   |        | 16ga \$12 0 14ga \$14 40 12ga \$20 00 10ga \$24 80  |                      |
| 24"   |        | 16ga \$15 20 14ga \$19 20 12ga \$26 40 10ga \$32 80 |                      |
| 30"   |        | 16ga \$19 20 14ga \$24 00 12ga \$32 80 10ga \$41 61 |                      |
| 36"   |        | 16ga \$23 30 14ga \$28 80 12ga \$39 20 10ga \$49 60 |                      |
| 42"   |        | 16ga \$28 56 14ga \$35 26 12ga \$47 88 10ga \$60 48 |                      |
| 48"   |        | 16ga \$31 92 14ga \$40 32 12ga-\$54 60 10ga \$68 88 |                      |
| 60"   |        | 12ga \$71 26 10ga \$90 64                           |                      |

440

## Grader Blades Vendor

| Vendor                   |  | \$/LF                | \$/EA Blade |
|--------------------------|--|----------------------|-------------|
| <b>G&amp;O Supply Co</b> |  | <b>ALL DISTRICTS</b> |             |
| Sizes                    |  |                      |             |
| 1/2" x8" 6               |  | \$11 35              | \$68 10     |
| 1/2' x8" 7               |  | \$11 35              | \$79 45     |
| 1/2" x8" 8               |  | \$11 35              | \$90 80     |
| 1/2" x8" 9               |  | \$11 35              | \$102 15    |
|                          |  |                      |             |
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|                          |  |                      |             |

### Hot Mix-Bidder Hauling

| Vendor | BID WAS REJECTED | Price Per Ton |
|--------|------------------|---------------|
|        |                  |               |
| APAC   | FOB Columbus, MS | \$79 00       |
| APAC   | FOB Hamilton, MS | \$79 00       |
|        |                  |               |
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Rejected the  
 Hot mix Bid due  
 to using that  
 much

442

Hot Mix-County Hauling  
(delivered)

| Vendor |  | Price Per Ton |  |
|--------|--|---------------|--|
|        |  |               |  |
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# Cold Mix-County Hauling

| Vendor       |                  | Price Per Ton |               |
|--------------|------------------|---------------|---------------|
|              |                  |               |               |
| Cold Mix Inc | Cold Mix Asphalt | \$80 00       | ALL DISTRICTS |
|              |                  |               |               |
|              |                  |               |               |
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# Cold Mix-Bidder Hauling

| Vendor              |                  | Price Per Ton |  |
|---------------------|------------------|---------------|--|
|                     |                  |               |  |
| <b>Cold Mix Inc</b> | Cold Mix Asphalt | \$92 00       |  |
|                     |                  |               |  |
|                     |                  |               |  |
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## Limestone-County Hauling

| Limestone            | Vendor               | Vendor | Vendor | Vendor | Vendor |
|----------------------|----------------------|--------|--------|--------|--------|
| <b>ALL DISTRICTS</b> | <b>Warren Paving</b> |        |        |        |        |
| #5                   |                      |        |        |        |        |
| #7                   | \$23 10              |        |        |        |        |
| #57                  | \$22 10              |        |        |        |        |
| #67                  | \$22 10              |        |        |        |        |
| #89                  | \$23 10              |        |        |        |        |
| Crush Run            | \$21 35              |        |        |        |        |

446

\*refer to written version for hauling rates\*



## Limestone-Bidders Hauling

| Limestone | Vendor                         | Vendor    | Vendor |
|-----------|--------------------------------|-----------|--------|
|           | <b>Port of Columbus Resale</b> | ALTERNATE |        |
| #5        | \$25                           |           |        |
| #7        | \$25 75                        |           |        |
| #57       | \$25 00                        |           |        |
| #67       | \$25 00                        |           |        |
| #89       | \$27 00                        |           |        |
| Crush Run | \$23 75                        |           |        |

447

## Sand-County Hauling

| Bidder                              | Product | Price Per Ton |
|-------------------------------------|---------|---------------|
| <b>FIRST</b>                        |         |               |
| <b>Parker Sand &amp; Gravel LLC</b> | Sand    | \$3 50        |
| <b>SECOND</b>                       |         |               |
| <b>Preston Dobbs Truck Service</b>  | Sand    | \$5 25        |

### FIRST

|                                    |               |         |
|------------------------------------|---------------|---------|
| <b>Preston Dobbs Truck Service</b> | Waste Sand    | \$2 80  |
| <b>APAC</b>                        | Mason Sand    | \$11 00 |
| <b>APAC</b>                        | Fill Sand     | \$5 00  |
| <b>APAC</b>                        | Concrete Sand | \$6 25  |
|                                    |               |         |
|                                    |               |         |

## Wash Gravel-County Hauling

| Bidder                             | Prodcut                  | Price Per Ton |                     |
|------------------------------------|--------------------------|---------------|---------------------|
|                                    |                          |               |                     |
|                                    |                          |               |                     |
|                                    |                          |               |                     |
| <b>Bacco Materials Inc</b>         | Clean Washed Road Gravel | \$8 75        | DISTRICT 1, 2, 3, 5 |
| <b>Bacco Materials Inc</b>         | Oversized Gravel         | \$10 75       | ALL DISTRICTS       |
| <b>Preston Dobbs Truck Service</b> | Wash Gravel              | \$7 80        | DISTRICT 4          |
|                                    |                          |               |                     |
|                                    |                          |               |                     |
|                                    |                          |               |                     |
|                                    |                          |               |                     |
|                                    |                          |               |                     |

## Clay Gravel-County Hauling

| Bidder                             | Product     | Price Per Yard |
|------------------------------------|-------------|----------------|
|                                    |             |                |
| <b>Bacco Material Inc</b>          | Clay Gravel | \$4 00         |
| <b>Preston Dobbs Truck Service</b> | Clay Gravel | \$3 00         |
|                                    |             |                |
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ALTERNATE

ALL DISTRICTS

450

# Pea Gravel-County Hauling

| Bidders                  | Product    | Price Per Ton |
|--------------------------|------------|---------------|
|                          |            |               |
| Parker Sand & Gravel LLC | Pea Gravel | \$7 50        |
| Bacco Material Inc       | Pea Gravel | \$6 00        |
|                          |            |               |
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ALTERNATE

ALL DISTRICTS

451

## Fill Dirt-County Hauling

| Bidders                             | Product   | Price Per Tone |                      |
|-------------------------------------|-----------|----------------|----------------------|
|                                     |           |                |                      |
| <b>Parker Sand &amp; Gravel LLC</b> | Fill Dirt | \$2 50         | <b>ALTERNATE</b>     |
|                                     |           |                |                      |
| <b>Preston Dobbs Truck Service</b>  | Fill Dirt | \$2 40         | <b>ALL DISTRICTS</b> |
|                                     |           |                |                      |
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452

# Pit Run Bedding-County Hauling

| Bidder                     | Product         | Price Per Ton |
|----------------------------|-----------------|---------------|
| ALL DISTRICTS              |                 |               |
| <b>Bacco Materials Inc</b> | Pit Run Bedding | \$4 50        |
|                            |                 |               |
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453

## Top Soil-County Hauling

| Bidder                              | Product  | Price Per Ton |               |
|-------------------------------------|----------|---------------|---------------|
|                                     |          |               |               |
| <b>Parker Sand &amp; Gravel LLC</b> | Top Soil | \$6 50        | ALTERNATE     |
|                                     |          |               |               |
| <b>Preston Dobbs Truck Service</b>  | Top Soil | \$5 25        | ALL DISTRICTS |
|                                     |          |               |               |
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|                                     |          |               |               |

454



Other Road Buildings Materials  
ERGN ASPHALT/EMULSIONS INC

| Material Bid | ALL DISTRICTS | Price/Per Gallon |
|--------------|---------------|------------------|
| CRS-2        | Plant Pick-up | \$1 83           |
| CRS-2        | Delivered     | \$2 01           |
| CRS-2P       | Plant Pick-up | \$2 08           |
| CRS-2P       | Delivered     | \$2 25           |
|              |               |                  |
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## Equipment Rental

| Bidder                     | Price Per Rental Per Hour | Bidder                           | Price Per Rental Per Hour |
|----------------------------|---------------------------|----------------------------------|---------------------------|
| <b>B&amp;M Company Inc</b> | <b>ALL DISTRICTS</b>      | <b>Henry Backhoe &amp; Dozer</b> | <b>ALTERNATE</b>          |
| Equip                      |                           | Equip                            |                           |
| Dump Trucks                | \$60                      | D3 CAT Dozer w/ operator         | \$65 00                   |
| Dozer D5 CAT               | \$85 00                   | 618 yrd Dump Truck               | \$60 00                   |
| Excavator CASE 9030        | \$125 00                  |                                  |                           |
| Grader Champion 760        | \$100 00                  |                                  |                           |
| Loader John Deere 544      | \$75 00                   |                                  |                           |
| Dirt Pan John Deere 4840   | \$75 00                   |                                  |                           |
| Compactor 84"              | \$60 00                   |                                  |                           |
| Compactor 60"              | \$40 00                   |                                  |                           |
| Rubber Tired Rollers       | \$40 00                   |                                  |                           |
| Backhoe CASE 580K          | \$65 00                   |                                  |                           |
| Lowboy Equip Hauler        | \$125 00                  |                                  |                           |
|                            |                           |                                  |                           |

456

# DBST-Without County Furnishing Materials

| Bidder |  | Price Per Yard |
|--------|--|----------------|
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DBST-With County Furnishing Materials

| Bidder |  | Price Per Square Yard |
|--------|--|-----------------------|
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## Herbicide-Weed Killer

| Bidder                         | Price Per Gal        | Bidder | Price Per Gal |
|--------------------------------|----------------------|--------|---------------|
| <b>Clay County Cooperative</b> | <b>ALL DISTRICTS</b> |        |               |
| Items                          |                      |        |               |
| Conerstone (Genetic Round-Up)  | 325 (30 gallon drum) |        |               |
| Crossbow                       | \$49 00              |        |               |
|                                |                      |        |               |
|                                |                      |        |               |
|                                |                      |        |               |
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# Tree Killer-Spike

| Bidder        | Item  | Bid         |
|---------------|-------|-------------|
| Helena        | Spike | 6x4-\$23 40 |
| ALL DISTRICTS |       |             |
|               |       |             |
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460

# Propane Bid

bid for ONE year contract to service and fill county tanks monthly

| Bidder                       |               | Price Per Gallon |
|------------------------------|---------------|------------------|
|                              |               |                  |
| <b>Starkville LP Gas</b>     | ALTERNATE     | \$1 30           |
| <b>Mid-South Propane Inc</b> | ALL DISTRICTS | \$1 05           |
|                              |               |                  |
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|                              |               |                  |



POST OFFICE BOX 572  
HATTIESBURG MISSISSIPPI 39403  
TELEPHONE (601)544-7811 - FAX (601)544-2005

POST OFFICE BOX 2545  
GULFPORT MISSISSIPPI 39503  
TELEPHONE (228)896-8003 - FAX (228)896-8155

## Stone Prices FOB West Point (Tom Soya Grain Co.)

| <u>Material</u>          | <u>CODE</u> | <u>Price</u> |
|--------------------------|-------------|--------------|
| 100 lb & 200 lb. Rip Rap |             | \$28.00      |
| Gabion                   |             | \$27.50      |
| 4 X1 Limestone           |             | \$22.50      |
| 4's, 57's, & 67's        |             | \$22 10      |
| 7's & 89's               |             | \$23 10      |
| 810 Screenings           |             | \$21.00      |
| 610 Base                 |             | \$21 35      |
| ¾" Down Base             |             | \$21.35      |

Warren Paving requires a copy of purchase order before loading

Pricing is FOB 11018 Old Hwy 50, West Point Ms 39773

Haul rate for Clay County is \$4.25/ton, full truckload quantities crushed stone.

Haul rate for Clay County is \$5 50 /ton, full truckload quantities for Rip Rap

Prices are effective from January 4, 2016 to January 2, 2017. For orders or questions, call Darron Wood 601 270 9555

Or email [darronwood@warrenpaving.com](mailto:darronwood@warrenpaving.com)

*Darren Paving  
Darron Wood  
12/21/15*





POST OFFICE BOX 2545  
GULFPORT MISSISSIPPI 39505

2015 DEC 23 11:16 AM

Chancery Clerk of Clay County MS  
205 Court Street  
West Point, MS 39773

8/5



2016 Limestone Bid  
9 a m January 4, 2016

39773X2984



463



Job

PORT OF COLUMBUS RESALE  
1864 PORT ACCESS ROAD  
COLUMBUS MS 39701  
(265) 383-1645

Quotation No 198418  
Page 1 of 1

12/29/2015 8 03 AM

To CLAY COUNTY BOARD OF SUPERVISORS  
NIKKI CUDE  
West point MS 0

Customer # 37242164  
Office Phone (662)494-3124  
Cell Phone  
Fax Number (662)492-4059

Job Name CLAY COUNTY ANNUAL BID  
Location WEST POINT WEST POINT MS  
Other Info

Bid Date 01/04/2016  
Void Date 01/02/2017

| Product Description | State Item # | Plant                   | TON  | \$/TON@ PLANT |
|---------------------|--------------|-------------------------|------|---------------|
| 1 1/4 STONE         | #5           | PORT OF COLUMBUS RESALE | 1 00 | 23 00         |
| 3/8 CHIPS           | #89          | PORT OF COLUMBUS RESALE | 1 00 | 26 00         |
| 57 STONE WASHED     | #57          | PORT OF COLUMBUS RESALE | 1 00 | 23 00         |
| 3/4 CRUSHER RUN     | 610          | PORT OF COLUMBUS RESALE | 1 00 | 22 00         |
| 1/2 STONE           | #7           | PORT OF COLUMBUS RESALE | 1 00 | 23 00         |
| 3/4" Stone          | #67          | PORT OF COLUMBUS RESALE | 1 00 | 23 00         |

SALES TAX NOT INCLUDED

Sales Tax is charged on all transactions unless a valid Tax Exemption Certificate is on file

By Steve Yarbrough Date 12-29-2015  
Steve Yarbrough  
Yard Manager  
steve.yarbrough@rogersgroupinc.com  
(662) 242-3422

**TERMS AND CONDITIONS**

\* SALES TAX NOT INCLUDED

DELIVERED PRICES ARE BASED ON FULL LOADS (20 TONS OR MORE) A MINIMUM HAUL MAY BE APPLIED FOR SMALLER LOADS PRICES ARE GOOD FOR 30 DAYS UNLESS OTHERWISE SPECIFIED HAUL RATES AND PRICES ARE SUBJECT TO CHANGE AT ANY TIME BASED ON THE VOLATILITY OF THE OIL MARKET

\* TO ENSURE PROPER PRICING WE MUST BE NOTIFIED AT YOUR EARLIEST CONVENIENCE PLEASE SIGN AND RETURN A COPY OF THIS QUOTE TO THE QUARRY WHEN YOU DETERMINE YOU WILL BE USING ROGERS GROUP FOR THIS JOB

\* ALL ORDERS MUST REFERENCE JOB NAME OR QUOTE NUMBER TO ENSURE PROPER PRICING

PLEASE SIGN & RETURN

When ordering please indicate any special instructions required for printing tickets etc

By \_\_\_\_\_ Date \_\_\_\_\_

Thank You



*Delivered*

TUSCUMBIA QUARRY  
520 Three Mile Lane  
TUSCUMBIA AL 35674  
(256) 383-1645  
(256) 381-4464

Quotation No 198419  
Page 1 of 1

12/29/2015 8 15 AM

To CLAY COUNTY BOARD OF SUPERVISORS  
NIKKI CUDE  
  
West point,MS 0

Customer # 37242164  
Office Phone (662)494-3124  
Cell Phone  
Fax Number (662)492-4059

Job Name CLAY COUNTY ANNUAL BID  
Location WEST POINT WEST POINT MS  
Other Info *Product delivered directly to County Barns Districts 1-5*

Bid Date 01/04/2016  
Void Date 01/28/2016

| Product Description  | State Item # | Plant            | TON  | \$/TON@ JOBSITE |
|----------------------|--------------|------------------|------|-----------------|
| 1 1/4 STONE          | #5           | TUSCUMBIA QUARRY | 1 00 | 25 00           |
| WASHED #57 STONE     | #57          | TUSCUMBIA QUARRY | 1 00 | 25 00           |
| 89                   | #89          | TUSCUMBIA QUARRY | 1 00 | 27 00           |
| CRUSHER RUN 3/4 TO 0 | 610          | TUSCUMBIA QUARRY | 1 00 | 23 75           |
| 1/2 STONE            | #7           | TUSCUMBIA QUARRY | 1 00 | 25 25           |
| 3/4" stone           | #67          | TUSCUMBIA QUARRY | 1 00 | 25 00           |

Sales Tax is charged on all transactions unless a valid Tax Exemption Certificate is on file

By *Steve Yarbrough* Date 12-29-2015  
Steve Yarbrough  
Yard Manager  
steve.yarbrough@rogersgroupinc.com  
(662) 242-3422

**TERMS AND CONDITIONS**

\* SALES TAX and \$ 10 per ton SEVERANCE TAX NOT INCLUDED  
DELIVERED PRICES ARE BASED ON FULL LOADS (20 TONS OR MORE) A MINIMUM HAUL MAY BE APPLIED FOR SMALLER LOADS PRICES ARE GOOD FOR 60 DAYS UNLESS OTHERWISE SPECIFIED HAUL RATES AND PRICES ARE SUBJECT TO CHANGE AT ANY TIME BASED ON THE VOLATILITY OF THE OIL MARKET

\* TO ENSURE PROPER PRICING WE MUST BE NOTIFIED AT YOUR EARLIEST CONVENIENCE PLEASE SIGN AND RETURN A COPY OF THIS QUOTE TO THE QUARRY WHEN YOU DETERMINE YOU WILL BE USING ROGERS GROUP FOR THIS JOB

\* ALL ORDERS MUST REFERENCE JOB NAME TO ENSURE PROPER PRICING  
Product delivered to county barns districts 1 - 5

**PLEASE SIGN & RETURN**

When ordering please indicate any special instructions required for printing tickets etc

By \_\_\_\_\_ Date \_\_\_\_\_

Thank You

2015 DEC 30 11:11

CLAY COUNTY  
WEST POINT, MS

BY \_\_\_\_\_ DL

Quote for Limestone Materials to be opened at  
9:00 A.M. January 4th 2016

10 47

465



P O Box 1388  
Columbus MS 39703  
662 328-6555

December 21, 2015

Clay County Board of Supervisors  
Clay County Purchase Clerk  
205 Court Street  
P O Box 815  
West Point, MS 39773

**GRAVEL/LIMESTONE SUPPLY BID**

APAC-Mississippi, Inc , is pleased to bid on the following materials

**UNIT PRICES – F O B APAC – SCRIBNER PIT (HAMILTON, MS)**

|                            |             |
|----------------------------|-------------|
| ✓Washed Gravel             | \$8 75/ton  |
| ✓Oversized Gravel (washed) | \$11 00/ton |
| ✓Clay Gravel               | \$5 00/ton  |
| ✓Pea Gravel                | \$8 75/ton  |
| ✓Mason Sand                | \$11 00/ton |
| ✓Fill Sand                 | \$5 00/ton  |
| ✓Fill Dirt                 | \$4 00/ton  |
| ✓Concrete Sand             | \$6 25/ton  |
| ✓Top Dressing Sand         | \$11 80/ton |

The above prices apply for the period of January 4, 2016 through January 2, 2017

Subject bid is not made to the exclusion of other bidders We will supply all or any part of your requirements

Respectfully,

ASHLEY SANSING

**Safety First *Always***



APAC Mississippi, Inc  
Northern Division  
P O Box 1388 • Columbus Mississippi 39703 1388

*Gravel*

Clay County Purchase Clerk  
P.O. Box 815  
West Point, MS 39773

BID TO BE OPENED ON 4 JANUARY 2016 FOR SAND, WASH GRAVEL, ETC.

PRESTON DOBBS TRUCK SERVICE  
 & GRAVEL SALES  
 Hamilton, MS. 39746  
 Phone & Fax 662-343-5150

Submitted to Board of Supervisors  
Clay Co. MS.  
County Clerk of Clay Co. West Point

Please consider this BID for the following items.

|                          |             |                                  |
|--------------------------|-------------|----------------------------------|
| Clay Gravel              | <u>3.00</u> | per yd                           |
| Sand & Gravel            | <u>5.25</u> | per <del>yd</del> <sup>ton</sup> |
| Topsoil                  | <u>5.25</u> | per <del>yd</del> <sup>ton</sup> |
| Fill dirt & Waste gravel | <u>2.40</u> | per <del>yd</del> <sup>ton</sup> |
| Waste Sand               | <u>2.80</u> | per <del>yd</del> <sup>ton</sup> |
| Wash Gravel              | <u>7.80</u> | per <del>yd</del> <sup>ton</sup> |

All items are F.O.B. Hamilton, MS Pit location. Delivery of material from pit location in Hamilton, MS. requested location.

Can be arranged for an additional 25 per Mile per Yd

This BID will expire Jan 2 - 2017  
\$100. min per yd.

PRESTON DOBBS Preston Dobbs DATE 12-29-2015

2nd Alternate  
 for Sand

PRESTON DOBBS TRUCK SERVICE  
& GRAVEL SALES  
Hamilton, MS. 39746  
Phone & Fax 662-343-5150

Submitted to Board of Supervisors  
Clay Co. MS.  
Energy Dept. of Hwy. West Point, MS.

Please consider this BID for the following items.

|                          |                    |         |        |
|--------------------------|--------------------|---------|--------|
| Clay Gravel              |                    | \$ 3.00 | per yd |
| Sand & Gravel            | Receptor 1/2" 6.00 |         | per yd |
| Top Soil                 | 1/2" 6.00          |         | per yd |
| Fill/dirt & Waste gravel | " "                | \$ 2.50 | per yd |
| Waste Sand               | " "                | \$ 3.00 | per yd |
| Wash Gravel              | " "                | \$ 2.50 | per yd |

All items are F.O.B. Hamilton, MS Pit location. Delivery of material from pit location in Hamilton, MS. requested location.

Can be arranged for an additional 2.50 per Mile Per Yd

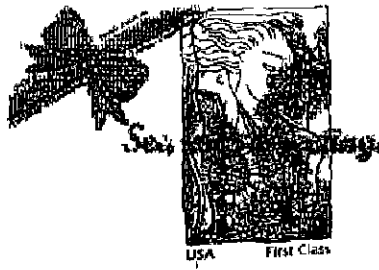
This BID will expire Jan 2 - 2017

PRESTON DOBBS Preston Dobbs DATE 12-29-2015



Preston Dobbs Truc. kin /el  
PO Box 9  
Hamilton MS 39746  
P 662-343-5150

JACKSON MS 39201  
29 DEC 2015 PM 2 L



*Bid on Ground  
for bid of 2016*

*Board of Supervisors  
Clay Co. Ms.  
P.O. Box 815  
Westpoint Ms. 39713*

DEC 23 2015

39773\$0815 8008



475

PRESTON DOBBS TRUCK SERVICE  
& GRAVEL SALES  
Hamilton, MS. 39746  
Phone & Fax 662-343-5150

Submitted to David DeLoach

Chief of Police  
Clayton County Sheriff's Office

Please consider this BID for the following items:

|                          |      |        |
|--------------------------|------|--------|
| Clay Gravel              | 1000 | per yd |
| Sand & Gravel            | 1000 | per yd |
| Topsoil                  | 1000 | per yd |
| Fill dirt & Waste gravel | 1000 | per yd |
| Waste sand               | 1000 | per yd |
| Waste gravel             | 1000 | per yd |

D4

All items are F.O.B. Hamilton, MS. P.K. location. Delivery of material from pit location in Hamilton, MS. requested.

Can be arranged for an additional 1000 per 1000 yd.

PREPARED BY PRESTON DOBBS

PRESTON DOBBS Preston Dobbs 10-09-2015

and Alternate  
for Sand

**PRICE QUOTATION**

**BACCO MATERIALS, INC**

P O BOX 8940  
COLUMBUS MS 39705-0014  
Phone (601) 434-0171  
Fax (601) 434-0173

**HONORABLE BOARD OF SUPERVISORS**

CLAY COUNTY  
P O BOX 815  
WEST POINT MS 39773

Date December 21 2015  
Project General Requirements  
Shipping Point Bacco Materials Plant

**QUOTATION IS SUBJECT TO CONDITIONS NOTED ON BACK PAGE:**

| Mat. Code | Description | Price |
|-----------|-------------|-------|
|-----------|-------------|-------|

**Prices FOB Bacco Materials Plant Site  
FOR SALE BETWEEN 01/04/2016 AND 01/02/2017**

| Mat. Code | Description                | Price                 |
|-----------|----------------------------|-----------------------|
|           |                            | <b>PER TON</b>        |
| 212       | ✓ CLEAN WASHED ROAD GRAVEL | \$8 75 <b>1,2,3,5</b> |
| 214       | ✓ PEA GRAVEL               | \$6 00                |
| 245       | ✓ OVERSIZE GRAVEL          | \$10 75 <b>ALL 5</b>  |
| 8         | ✓ FILL DIRT                | \$3 60                |
| 9         | ✓ TOPSOIL                  | \$10 00               |
| 151       | ✓ MASON SAND               | \$11 50               |
| 155       | ✓ WASHED FILL SAND         | \$5 75                |
| 601       | ✓ CLAY GRAVEL              | \$4 00                |
| 607       | ✓ PITRUN BEDDING           | \$4 50                |

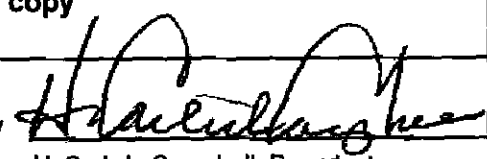
We hereby accept the above offer and agree to its terms and conditions on this the \_\_\_\_\_ day of

\_\_\_\_\_, 19\_\_\_\_ Please mail invoices to \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

**Note to Customer Please sign and return a copy to our office, retaining a copy  
for your files**

By   
H Carlisle Campbell President  
Bacco Materials Inc

**PRICE QUOTATION**

**BACCO MATERIALS, INC**

P O BOX 8940  
COLUMBUS MS 39705-0014  
Phone (601) 434-0171  
Fax (601) 434-0173

**HONORABLE BOARD OF SUPERVISORS**

Date December 21 2015

CLAY COUNTY  
P O BOX 815  
WEST POINT MS 39773

Project General Requirements  
Shipping Point Bacco Materials Plant

**QUOTATION IS SUBJECT TO CONDITIONS NOTED ON BACK PAGE**

| Mat. Code   | Description              | Price          |
|---|--------------------------|----------------|
| <b>Prices FOB Bacco Materials Plant Site<br/>FOR SALE BETWEEN 01/04/2016 AND 01/02/2017</b> |                          |                |
|   |                          | <b>PER TON</b> |
| 212   | CLEAN WASHED ROAD GRAVEL | \$8 75         |
| 214   | PEA GRAVEL               | \$6 00         |
| 245   | OVERSIZE GRAVEL          | \$10 75        |
| 8   | FILL DIRT                | \$3 60         |
| 9   | TOPSOIL                  | \$10 00        |
| 151   | MASON SAND               | \$11 50        |
| 155   | WASHED FILL SAND         | \$5 75         |
| 601   | CLAY GRAVEL              | \$4 00         |
| 607   | PITRUN BEDDING           | \$4 50         |

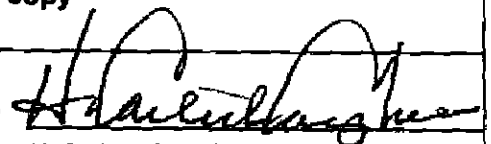
We hereby accept the above offer and agree to its terms and conditions on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Please mail invoices to \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

**Note to Customer** Please sign and return a copy to our office, retaining a copy for your files

By \_\_\_\_\_



H Carlisle Campbell President  
Bacco Materials Inc

|                        |   |
|------------------------|---|
| <b>PRICE QUOTATION</b> | <b>BACCO MATERIALS, INC</b><br>P O BOX 8940<br>COLUMBUS MS 39705-0014<br>Phone (601) 434-0171<br>Fac (601) 434-0173 |
|------------------------|---|

|  |   |
|--|---|
| <b>HONORABLE BOARD OF SUPERVISORS</b><br>CLAY COUNTY<br>P O BOX 815<br>WEST POINT MS 38773 | Date January 4 2016<br>Project: General Requirements<br>Shipping Point: Bacco Materials Plant |
|--|---|

**QUOTATION IS SUBJECT TO CONDITIONS NOTED ON BACK PAGE:**

| Mat. Code   | Description | Price                     |
|---|-------------|---------------------------|
| <b>Prices FOB Bacco Materials Plant Site<br/>FOR SALE BETWEEN 01/04/2016 AND 01/02/2017</b> |             |                           |
| 601   | CLAY GRAVEL | <b>PER YARD</b><br>\$5 80 |

We hereby accept the above offer and agree to its terms and conditions on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Please mail invoices to \_\_\_\_\_

Customer \_\_\_\_\_  
By \_\_\_\_\_

**Note to Customer** Please sign and return a copy to our office, retaining a copy for your files

By Wanda Cutrer  
Wanda Cutrer administrator  
Bacco Materials Inc

**B** **BACCO**  
Materials, Inc.

P O Box 8940  
Columbus, MS 39705-0014

JACKSON  
MS 39201  
22 DEC '15  
PM 2 1

neopost<sup>®</sup> FIRST CLASS MAIL  
12/21/2015  
**US POSTAGE \$000 48<sup>5</sup>**

 ZIP 39705  
041L10244511

2015 12 22 15 05

*(( Sealed bid for sand and gravel  
to be opened 01/04/2016 at 9:00 AM ))*

39773081515

47F

**PRICE QUOTATION**

**BACCO MATERIALS, INC.**

P O BOX 8940  
COLUMBUS, MS 39705-0014  
Phone: (601) 434-0171  
Fax: (601) 434-0173

**HONORABLE BOARD OF SUPERVISORS**

Date: December 21, 2015

CLAY COUNTY  
P O. BOX 815  
WEST POINT, MS 39773

Project: General Requirements  
Shipping Point: Bacco Materials Plant

**QUOTATION IS SUBJECT TO CONDITIONS NOTED ON BACK PAGE**

| Mat. Code   | Description              | Price          |
|---|--------------------------|----------------|
| <b>Prices FOB Bacco Materials Plant Site<br/>FOR SALE BETWEEN 01/04/2016 AND 01/02/2017</b> |                          |                |
|   |                          | <b>PER TON</b> |
| 212   | CLEAN WASHED ROAD GRAVEL | \$8.75         |
| 214   | PEA GRAVEL               | \$8.00         |
| 246   | OVERSIZE GRAVEL          | \$10.75        |
| 8   | FILL DIRT                | \$3.60         |
| 9   | TOPSOIL                  | \$10.00        |
| 151   | MASON SAND               | \$11.50        |
| 156   | WASHED FILL SAND         | \$5.75         |
| 601   | CLAY GRAVEL              | \$4.00         |
| 607   | PIT RUN BEDDING          | \$4.50         |

We hereby accept the above offer and agree to its terms and conditions on this the 19 day of \_\_\_\_\_, 2015. Please mail invoices to \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By: 

H. Carlisa Campbell, President  
Bacco Materials, Inc.

1st

PRICE QUOTATION

BACCO MATERIALS, INC

P O BOX 8940  
COLUMBUS MS 39705-0014  
Phone (601) 434-0171  
Fax (601) 434-0173

HONORABLE BOARD OF SUPERVISORS

CLAY COUNTY  
P O BOX 815  
WEST POINT MS 39773

Date: December 21, 2015  
Project: General Requirements  
Shipping Point: Bacco Materials Plant

QUOTATION IS SUBJECT TO CONDITIONS NOTED ON BACK PAGE

| Mat. Code   | Description              | Price          |
|---|--------------------------|----------------|
| <b>Prices FOB Bacco Materials Plant Site<br/>FOR SALE BETWEEN 01/04/2016 AND 01/02/2017</b> |                          |                |
|   |                          | <b>PER TON</b> |
| 212   | CLEAN WASHED ROAD GRAVEL | \$8.75         |
| 214   | PEA GRAVEL               | \$9.00         |
| 245   | OVERSIZE GRAVEL          | \$10.75        |
| 8   | FILL DIRT                | \$3.60         |
| 9   | TOPSOIL                  | \$10.00        |
| 151   | MASON SAND               | \$11.50        |
| 155   | WASHED FILL SAND         | \$5.75         |
| 601   | CLAY GRAVEL              | \$4.00         |
| 607   | PIT RUN BEDDING          | \$4.50         |

We hereby accept the above offer and agree to its terms and conditions on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. Please mail invoices to \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By \_\_\_\_\_

H. Carlisle Campbell, President  
Bacco Materials, Inc.



Alternate

**PARKER SAND AND GRAVEL LLC**

**399 BARTON FERRY RD**

**COLUMBUS MS 39705**

**662 434 8555 FAX 662 434 8096**

**DATE: 01/05/16**

**CLAY COUNTY BOARD**

**OF SUPERVISORS**

**P.O. BOX 815**

**WEST POINT, MS 39773**

**BID FOR GRAVEL AND RELATED MATERIALS**

**YOUR BID DATE JANUARY 4, 2016**

**1 YEAR PERIOD**

**WASH OR ROAD GRAVEL — \$8.50 PER TON**

**PEA GRAVEL — \$7.50 PER TON**

**OVERSIZE GRAVEL — \$11.00 PER TON**

**FILL DIRT — \$2.50 PER TON**

**TOP SOIL — \$6.50 PER TON**

**FILL SAND — \$3.50 PER TON**

**THIS MATERIAL IS QUOTED FOR MY PIT**

**LOCATED IN LOWNDES COUNTY APPROXIMATELY**

**8 MILES NORTH OF COLUMBUS**

**FLORENCE PARKER**

*Florence Parker*

# **G & O SUPPLY CO., INC.**

1344 D. L. Collums Drive

Tupelo, MS 38801

662-840-3003 \* 888-267-0442 \* FAX 662-840-0304

1344 D.L. COLLUM DRIVE  
TUPELO, MS 38801  
662-840-3003

333 STONEWALL ROAD  
BYHALIA, MS 38611  
662-838-5122

2052 FORREST AVE.  
JACKSON, MS 39206  
601-366-7444

18188 HIGHWAY 49  
SAUCIER, MS 39754  
228-832-9655

January 4, 2016

Clay County

Bid Date January 4, 2016

Bid Time 9 00 A.M

Gentlemen

Please find the attached copies of our quote for Spiral Lock-Seam Corrugated Metal Pipe for term of bid as advertised

Bands are priced the same as 1' of pipe for H-6 bands, 1 1/2' of pipe for H-12 bands, 2' of pipe for 5-C bands and 2 1/2' of pipe for 10-C bands

Prices are f o b accessible by our trucks with unloading by others

Prices quoted are per linear foot Terms Net

Any pipe ordered 102" wide or high will require special permits and additional cost will be quoted at time of order Round pipe is available in standard lengths 20', 24', 30', & 40' for Galvanized, Aluminized, Polymer and Bituminous Coated Pipe Any custom lengths that require special ordering other than standard will be subject to a 10% increase in quoted price All arch pipe is available in standard lengths with a maximum 40' lengths

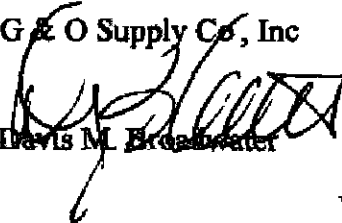
If you need any further assistance, please feel free to contact us

State Auditor License No 453

Privilage License No 1961

Yours truly,

G & O Supply Co., Inc

  
Davis M. Broadwater

[www.gosupplyinc.com](http://www.gosupplyinc.com)

**G & O Supply Co , Inc.**  
**1344 D.L. Collins Dr.**  
**Tupelo, MS 38801**

CLAY COUNTY  
 LOCK SEAM SPIRAL CORRUGATED METAL PIPE  
 2 2/3 X 1/2 ROUND  
 \$/LF

Clay County Term Bid  
 Bid Date January 4, 2016

| DIA | GALVANIZED |       |       |        | BITUMINOUS |       |       |        | ALUMINIZED |       |       |        | POLYMER |       |        |        |
|-----|------------|-------|-------|--------|------------|-------|-------|--------|------------|-------|-------|--------|---------|-------|--------|--------|
|     | GAGE       |       |       |        | GAGE       |       |       |        | GAGE       |       |       |        | GAGE    |       |        |        |
|     | 16         | 14    | 12    | 10     | 16         | 14    | 12    | 10     | 16         | 14    | 12    | 10     | 16      | 14    | 12     | 10     |
| 12  | 8 00       | 9 60  |       |        | 10 32      | 11 92 |       |        | 8 42       | 10 11 |       |        | 11 05   | 13 26 |        |        |
| 15  | 9 60       | 12 00 | 16 80 |        | 13 07      | 15 47 | 20 27 |        | 10 11      | 12 63 | 17 68 |        | 13 26   | 16 58 |        |        |
| 18  | 12 00      | 14 40 | 20 00 | 24 80  | 16 63      | 19 03 | 24 63 | 29 43  | 12 63      | 15 16 | 21 05 |        | 16 58   | 19 89 |        |        |
| 21  | 13 60      | 16 80 | 23 20 | 28 80  | 18 81      | 22 01 | 28 41 | 34 01  | 14 32      | 17 68 | 24 42 |        | 18 79   | 23 21 |        |        |
| 24  | 15 20      | 19 20 | 26 40 | 32 80  | 20 99      | 24 99 | 32 19 | 38 59  | 16 00      | 20 21 | 27 79 |        | 21 00   | 26 53 | 36 47  | 45 32  |
| 30  | 19 20      | 24 00 | 32 80 | 41 61  | 26 73      | 31 53 | 40 33 | 49 14  | 20 21      | 25 26 | 34 53 |        | 26 53   | 33 16 | 45 32  | 57 47  |
| 36  | 23 20      | 28 80 | 39 20 | 49 60  | 31 31      | 36 91 | 47 31 | 57 71  | 24 42      | 30 32 | 41 26 | 52 21  | 32 05   | 39 79 | 54 16  | 68 53  |
| 42  | 28 56      | 35 28 | 47 88 | 60 48  | 37 82      | 44 55 | 57 15 | 69 75  | 30 06      | 37 14 | 50 40 | 63 66  | 39 46   | 48 75 | 66 15  | 83 56  |
| 48  | 31 92      | 40 32 | 54 60 | 68 88  | 43 49      | 51 89 | 66 18 | 80 46  | 33 60      | 42 44 | 57 47 | 72 51  | 44 11   | 55 71 | 75 43  | 95 17  |
| 54  |            | 45 36 | 61 32 | 77 28  |            | 60 64 | 76 60 | 92 57  |            | 47 75 | 64 55 | 81 35  |         | 62 67 | 84 72  | 106 77 |
| 60  |            |       | 71 28 | 90 64  |            |       | 87 26 | 106 62 |            |       | 75 03 | 95 41  |         |       | 98 48  | 125 23 |
| 66  |            |       | 78 32 | 99 44  |            |       | 94 99 | 116 12 |            |       | 82 44 | 104 67 |         |       | 108 21 | 137 39 |
| 72  |            |       |       | 108 24 |            |       |       | 127 69 |            |       |       |        |         |       |        |        |
| 78  |            |       |       |        |            |       |       |        |            |       |       |        |         |       |        |        |
| 84  |            |       |       |        |            |       |       |        |            |       |       |        |         |       |        |        |

481

**G & O Supply Co., Inc.**  
**1344 D.L. Collins Dr.**  
**Tupelo, MS 38801**

CLAY COUNTY  
 LOCK SEAM SPIRAL CORRUGATED METAL PIPE  
 3 x 1 or 5 x 1 ROUND  
 \$/LF

Clay County Term Bid  
 Bid Date January 4, 2016

| DIA | GALVANIZED |        |        |        | BITUMINOUS |        |        |        | ALUMINIZED |        |        |        | POLYMER |        |        |        |
|-----|------------|--------|--------|--------|------------|--------|--------|--------|------------|--------|--------|--------|---------|--------|--------|--------|
|     | GAGE       |        |        |        | GAGE       |        |        |        | GAGE       |        |        |        | GAGE    |        |        |        |
|     | 16         | 14     | 12     | 10     | 16         | 14     | 12     | 10     | 16         | 14     | 12     | 10     | 16      | 14     | 12     | 10     |
| 36  | 26 97      | 33 51  | 45 76  | 58 02  | 41 52      | 48 05  | 60 31  | 72 57  | 28 39      | 35 27  | 48 17  | 61 08  | 37 26   | 46 29  | 63 23  | 80 16  |
| 42  | 33 46      | 40 33  | 55 77  | 71 22  | 48 49      | 55 37  | 70 81  | 86 25  | 35 23      | 42 45  | 58 71  | 64 22  | 46 24   | 55 72  | 77 05  | 98 40  |
| 48  | 37 75      | 46 33  | 63 49  | 81 52  | 53 27      | 61 85  | 79 01  | 97 03  | 39 74      | 48 77  | 66 84  | 85 81  | 52 16   | 64 02  | 87 73  | 112 62 |
| 54  | 42 90      | 52 34  | 71 22  | 90 96  | 59 39      | 68 83  | 87 70  | 107 44 | 45 16      | 55 10  | 74 97  | 95 74  | 59 28   | 72 31  | 98 40  | 125 67 |
| 60  | 49 44      | 60 23  | 82 70  | 106.08 | 66 90      | 77 69  | 100 16 | 123 54 | 52 04      | 63 40  | 87 05  | 111 66 | 68 31   | 83 22  | 114.26 | 146 55 |
| 66  | 53 94      | 66 52  | 90 80  | 115 96 | 77 59      | 90 17  | 114 45 | 139 61 | 56 77      | 70 02  | 95 57  | 122 06 | 74 52   | 91 90  | 125 44 | 160 22 |
| 72  | 59 33      | 72 82  | 98 88  | 125 85 | 85 35      | 98 84  | 124.90 | 151 87 | 62 45      | 76 65  | 104 09 | 132 47 | 81 97   | 100.60 | 136 61 | 173 87 |
| 78  | 63 83      | 78 20  | 106 97 | 136.63 | 92 22      | 106 59 | 135 35 | 165 02 | 67 18      | 82 32  | 112 60 | 143 83 | 88 18   | 108 05 | 147 80 | 188 77 |
| 84  | 69 22      | 84 49  | 115 06 | 147 42 | 99 97      | 115 25 | 145 82 | 178 17 | 72 86      | 88 95  | 121 12 | 155 18 | 95 63   | 116 74 | 158 97 | 203 68 |
| 90  | 73.71      | 89 89  | 123 15 | 157 31 | 105 65     | 121 83 | 155 09 | 189 25 | 77 59      | 94 62  | 129 63 | 165 59 | 101 84  | 124 19 | 170 15 | 217 34 |
| 96  | 78 20      | 96 18  | 132 14 | 169 00 | 112 51     | 130 48 | 166 44 | 203 30 | 82 32      | 101 25 | 139 10 | 177 89 | 108 05  | 132 89 | 182 57 | 233 48 |
| 102 |            | 102 47 | 139 33 | 177 99 |            | 139 14 | 176 00 | 214 66 |            | 107 87 | 146 67 | 187.35 |         | 141 58 | 192 51 | 245 90 |
| 108 |            | 107 87 | 148 32 | 189 68 |            | 146 90 | 187 35 | 228 71 |            | 113 55 | 156 13 | 199 66 |         | 149 03 | 204 92 | 262 05 |
| 114 |            | 114 16 | 156 41 | 199 56 |            | 155 56 | 197 81 | 240 96 |            | 120 17 | 164 65 | 210 06 |         | 157 73 | 216 10 | 275 71 |
| 120 |            | 136 88 | 186 94 | 239 03 |            | 180 65 | 230 70 | 282 80 |            | 144 09 | 196 77 | 251 61 |         | 189 12 | 258 27 | 330 25 |

482

**G & O Supply Co., Inc.**  
**1344 D.L. Collums Dr.**  
**Tupelo, MS 38801**

CLAY COUNTY  
 LOCK SEAM SPIRAL Corrugated Metal Pipe  
 2 2/3 x 1/2 ARCH  
 \$/LF

Clay County Term Bid  
 Bid Date January 4, 2016

| DIA<br>S x R | GALVANIZED<br>GAGE |       |       |       | BITUMINOUS<br>GAGE |       |       |        | ALUMINIZED<br>GAGE |       |       |        | POLYMER<br>GAGE |       |       |        |
|--------------|--------------------|-------|-------|-------|--------------------|-------|-------|--------|--------------------|-------|-------|--------|-----------------|-------|-------|--------|
|              | 16                 | 14    | 12    | 10    | 16                 | 14    | 12    | 10     | 16                 | 14    | 12    | 10     | 16              | 14    | 12    | 10     |
| (15) 17x13   | 10 56              | 13 20 |       |       | 14 03              | 16 67 |       |        | 11.12              | 13 89 |       |        | 14 59           | 18 24 |       |        |
| (18) 21x15   | 13 20              | 15 84 | 22 00 | 27 28 | 17 83              | 20 47 | 26 63 | 30 76  | 13 89              | 16 67 | 23 16 |        | 18 24           | 21 88 | 30 40 | 37 69  |
| (21) 24x18   | 14 96              | 18 48 | 25 52 | 31 68 | 20 17              | 23 69 | 30 73 | 36 32  | 15 75              | 19 45 | 26 86 |        | 20 67           | 25 54 | 35 26 | 43 77  |
| (24) 28x20   | 16 72              | 21 12 | 29 04 | 36 08 | 22 51              | 26 91 | 34 83 | 41 29  | 17 60              | 22 23 | 30 57 |        | 23 11           | 29 18 | 40 13 | 49 85  |
| (30) 35x24   | 21 12              | 26 40 | 36 08 | 45 76 | 28 64              | 33 93 | 43 61 | 51.55  | 22 23              | 27 79 | 37 98 |        | 29 18           | 36 47 | 49 85 | 63 22  |
| (36) 42x29   | 25 52              | 31 68 | 43 12 | 54 56 | 33 62              | 39 79 | 51.22 | 62 08  | 26 86              | 33 35 | 45 39 | 57 43  | 35 26           | 43 77 | 59 58 | 75 38  |
| (42) 49x33   |                    | 38 81 | 52 66 | 66 53 |                    | 48 07 | 61 93 | 74 63  |                    | 40 85 | 55 44 | 70 03  |                 | 53 62 | 72 77 | 91 92  |
| (48) 57x38   |                    |       | 60 06 | 75 77 |                    |       | 71 64 | 85 03  |                    |       | 63 22 | 79 76  |                 |       | 82 98 | 104 68 |
| (54) 64x43   |                    |       | 67 45 | 85 01 |                    |       | 82 74 | 96 59  |                    |       | 67 84 | 89.48  |                 |       | 93 19 | 117 44 |
| (60) 71x47   |                    |       |       | 99 71 |                    |       |       | 114 99 |                    |       |       | 104 95 |                 |       |       | 137 75 |
| (66) 77x52   |                    |       |       |       |                    |       |       |        |                    |       |       |        |                 |       |       |        |
| (72) 83x57   |                    |       |       |       |                    |       |       |        |                    |       |       |        |                 |       |       |        |

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**C & O Supply Co., Inc.**  
**1344 D.L. Collins Dr.**  
**Tupelo, MS 38801**

CLAY COUNTY  
 LOCK SEAM SPIRAL CORRUGATED METAL PIPE  
 3 x 1 ARCH  
 \$/LF

Clay County Term Bid  
 Bid Date January 4, 2016

| DIA<br>S X R | GALVANIZED<br>GAGE |        |        | BITUMINOUS<br>GAGE |        |        | ALUMINIZED<br>GAGE |        |        | POLYMER<br>GAGE |        |        |
|--------------|--------------------|--------|--------|--------------------|--------|--------|--------------------|--------|--------|-----------------|--------|--------|
|              | 14                 | 12     | 10     | 14                 | 12     | 10     | 14                 | 12     | 10     | 14              | 12     | 10     |
| (36) 40X31   | 36 86              | 50 34  |        | 51 41              | 64 89  |        | 38 80              | 52 99  |        | 50 92           | 69 55  |        |
| (42) 46X36   | 44 37              | 61 35  | 78 34  | 59 40              | 76 39  | 93.38  | 46 70              | 64 58  |        | 61.29           | 84 76  | 108 24 |
| (48) 53X41   | 50 97              | 69 85  | 89 67  | 66 48              | 85 37  | 105 18 | 53 66              | 73 53  |        | 70 42           | 96 49  | 123 88 |
| (54) 60X46   | 57 58              | 78 34  | 100 05 | 74 06              | 94 83  | 116 54 | 60 60              | 82 46  |        | 79 55           | 108 24 | 138 23 |
| (60) 66X51   | 66 25              | 90 97  | 116 68 | 83 71              | 108 43 | 134 14 | 69 74              | 95 76  |        | 91 53           | 125 69 | 161 20 |
| (66) 73X55   | 73 17              | 99 87  | 127 56 | 96 83              | 123 53 | 151 22 | 77 02              | 105 13 |        | 101 10          | 137 98 | 176 23 |
| (72) 81X59   | 80 10              | 108 77 | 138 43 | 106 12             | 134 80 | 164 45 | 84 31              | 114 49 | 145 72 | 110 66          | 150.28 | 191 26 |
| (78) 87X63   | 86 03              | 117 67 | 150 30 | 114 42             | 146 05 | 178 69 | 90 56              | 123 86 | 158.22 | 118.85          | 162 57 | 207 66 |
| (84) 95X67   | 92 95              | 126 57 | 162 16 | 123 70             | 157 32 | 192 91 | 97 84              | 133 23 | 170 70 | 128 42          | 174 86 | 224 04 |
| (90) 103X71  | 98 88              | 135 47 | 173 04 | 130 82             | 167 41 | 204 98 | 104 09             | 142 60 | 182 15 | 136 61          | 187 16 | 239 08 |
| (96) 112X75  | 105 81             | 145 35 | 185 89 | 140 11             | 179 66 | 220 19 | 111 38             | 153 01 | 195 68 | 146 17          | 200 82 | 256 83 |
| (102) 117X79 |                    | 153 27 | 195 78 |                    | 189 94 | 232 45 |                    | 161 33 | 206 09 |                 | 211 75 | 270 49 |
| (108) 128X83 |                    | 163 15 | 208 65 |                    | 202 18 | 247 68 |                    | 171 74 | 219 62 |                 | 225 41 | 288 26 |
| (114) 137X87 |                    | 172 05 | 219 52 |                    | 213 45 | 260 91 |                    | 181 11 | 231 08 |                 | 237 71 | 303 28 |
| (120) 142X91 |                    |        | 262 94 |                    |        | 306 70 |                    |        | 276 77 |                 |        | 363 27 |

484

**C & O Supply Co., Inc.**  
1344 D L Collins  
Tupelo, MS 38801

Clay County Chancery Clerk  
205 Court Street  
West Point, MS 39773

**SEALED BID FOR CORRUGATED METAL PIPE  
DUE JANUARY 4, 2016 @ 9:00 A.M.**

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485

# **G & O SUPPLY CO., INC.**

**1344 D L. COLLUMS DRIVE**

**Tupelo, MS 38801**

**662-840-3003 \* 888-267-0442 \* FAX 662-840-0304**

**1344 D L. Collums Dr  
TUPELO, MS 38801  
662-840-3003**

**333 STONEWALL ROAD  
BYHALIA, MS 38611  
662-838-5122**

**2052 FORREST AVE.  
JACKSON, MS 39206  
601-366-7444**

**18188 HIGHWAY 49  
SAUCIER, MS 39574  
228-832-9655**

January 4, 2016

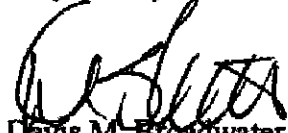
Clay County

G & O Supply Company, Inc is a stocking distributor for Grader Blades for all sizes range from ½" x 6", ½" x 8", 5/8" x 8" Grader Blades We are a locally owned Mississippi Corporation based in Tupelo, Mississippi with 4 locations throughout the State in Jackson, Tupelo, Saucier, and Byhalia.

G & O Supply has been providing drainage pipe and construction products to Mississippi Counties and Cities for over 50 years We are committed to providing the best possible service at competitive prices to our customers We maintain a complete inventory of Grader Blades having Tempered Steel, square ends, beveled edges, 05 Max Sulpher, 60- 90 Manganese, 80- 93 Carbon, 04 Max Phosphorus, 35 Max Silicone, Brinnel Hardness 250-350 Grader Blades are packaged 10 blades per bundle Bolts (2" & 2 ½" are 80 pcs per box and 3" Bolts are packaged 60 pcs per box

**Standard Delivery is 5-10 business days from date of order**

Respectfully Submitted,



Davis M Broadwater  
G & O Supply Co , Inc

Order Contact Information

Davis Broadwater

601-421-8926

601-608-7874 Fax

dbroadwater@gosupplyinc.com

**[www.gosupplyinc.com](http://www.gosupplyinc.com)**



# G & O SUPPLY CO., INC.

1344 D. L. COLLUMS DRIVE

TUPELO, MS 38801

662-840-3003 \* 888-267-0442 \* FAX 662-840-0304

1344 D.L. COLLUMS DRIVE  
TUPELO, MS 38801  
662-840-3003

333 STONEWALL ROAD  
BYHALIA, MS 38611  
662-838-5122

2052 FORREST AVE  
JACKSON, MS 39206  
662-366-7444

18188 HIGHWAY 49  
SAUCIER, MS 39574  
228-832-9655

January 4, 2016

CLAY COUNTY BOARD OF SUPERVISORS

RE Grader Blade Bid

Pursuant to your request for bids, G & O Supply Co, Inc submits the following bid

| GRADER BLADES |           |                | \$/LF   | \$/EA Blade |
|---------------|-----------|----------------|---------|-------------|
| Size          | Length/LF |                |         |             |
| 1/2" x 6"     | 6         | Double Beveled | \$8 25  | \$49 50     |
| 1/2" x 6"     | 7         | Double Beveled | \$8 25  | \$57 75     |
| 1/2" x 6"     | 8         | Double Beveled | \$8.25  | \$66 00     |
| 1/2" x 6"     | 9         | Double Beveled | \$8.25  | \$74 25     |
| 1/2" x 6"     | 10        | Double Beveled | \$8 25  | \$82.50     |
| 1/2" x 8"     | 6         | Double Beveled | \$11 35 | \$68 10     |
| 1/2" x 8"     | 7         | Double Beveled | \$11 35 | \$79 45     |
| 1/2" x 8"     | 8         | Double Beveled | \$11 35 | \$90 80     |
| 1/2" x 8"     | 9         | Double Beveled | \$11 35 | \$102 15    |

5/8" x 6"

Double Beveled

\$9 75

5/8" x 8"

Double Beveled

\$13 45

Grade 8 Bolts with nuts 5/8" x 2", 2 1/2", 3"

\$1 84

Grade 8 Bolts with nuts 3/4" x 2", 2 1/2", 3"

\$2 10

Specifications Tempered Steel, square ends, beveled edges, 05 Max. Sulphur, 60 - 90 Manganese, .80 -.93 Carbon, 04 Max Phosphorus, 35 Max Silicone, Brnnel hardness 250-350  
Packaged 10 Blades per bundle Bolts (2" & 2 1/2" = 80 pcs Per box 3" = 60 pcs per box  
Blades same price regardless of bolt hole size either 3/4" or 5/8"

This bid is firm for time period as advertised Standard Delivery 5-10 days

Respectfully Submitted,

G & O Supply Co, Inc

Davis M. Broadwater

Vendor #20702 Priv # 1961, State Audit # 453, FIN# 64-0477895

[www.gosupplyinc.com](http://www.gosupplyinc.com)

**C & O Supply Co., Inc.**  
1344 D L. Collins Drive  
Tupelo, MS 38801

Clay County Chancery Clerk  
205 Court Street  
West Point, MS 39773

**SEALED BID FOR GRADER BLADES  
DUE JANUARY 4, 2016 @ 2:00 A.M.**

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# **G & O SUPPLY CO., INC.**

1344 D.L. COLLUMS DRIVE

Tupelo, MS 38801

662-840-3003 \* 888-267-0442 \* FAX 662-840-0304

1344 D.L. Collums Dr  
TUPELO, MS 38801  
662-840-3003

333 STONEWALL ROAD  
BYHALIA, MS 38611  
662-838-5122

2052 FORREST AVE.  
JACKSON, MS 39206  
601-366-7444

18168 HIGHWAY 49  
SAUCIER, MS 39574  
228-832-9655

January 4, 2016


Clay County

G & O Supply Company, Inc is an Authorized Distributor for ADS/Hancor HDPE Pipe and Fittings We are a locally owned Mississippi Corporation based in Tupelo, Mississippi with 4 locations throughout the State in Jackson, Tupelo, Saucier, and Byhalia.

G & O Supply has been providing drainage pipe to Mississippi Counties and Cities for over 50 years We are committed to providing the best possible service at competitive prices to our customers With a complete inventory of HDPE pipe and fittings in sizes of 4" to 60" at each location, we can provide a fast turn-around on orders throughout our coverage area

As Authorized Distributors of ADS/Hancor, G & O Supply Company would like to be your choice as the Servicing Distributor for your county If selected we will provide prompt delivery on all standard orders with less than 24 hour service for emergency orders at bid prices submitted by ADS/Hancor for HDPE pipe and fittings Additionally, if requested, we will offer professional guidance and Engineering services on special projects and new products

Respectfully Submitted,

  
Davis M Broadwater  
G & O Supply Co, Inc

## DISTRIBUTION LOCATIONS:

Byhalia, MS  
Tupelo, MS  
Jackson, MS  
Saucier, MS

## Order Contact Information

Davis Broadwater  
601-421-8926  
601-608-7874 Fax  
dbroadwater@gosupplyinc.com

[www.gosupplyinc.com](http://www.gosupplyinc.com)

# G & O SUPPLY CO., INC.

1344 D L. Collums Drive  
Tupelo, MS 38801  
662-840-3003 \* 888-267-0442 \* FAX 662-840-0304

[www.gosupplyinc.com](http://www.gosupplyinc.com)

1344 D L COLLUMS DRIVE  
TUPELO, MS 38801  
662-840-3003

333 STONEWALL ROAD  
BYHALIA, MS 38611  
662-838-5122

2052 FORREST AVE  
JACKSON, MS 39206  
601-366-7444

18188 HIGHWAY 49  
SAUCIER, MS 39754  
228-832-9655

## TERM BID

|                      |   |
|----------------------|---|
| <b>LEGAL ENTITY:</b> | Clay County                             |
| <b>BID TERM:</b>     | Bid Good thru term of bid as advertised |
| <b>BID DATE:</b>     | January 4, 2016 @ 9:00 a.m.             |

- AASHTO SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (VIRGIN RESIN)**
- 1 AASHTO M-252 STANDARD SPECIFICATION FOR POLYETHYLENE CORRUGATED DRAINAGE TUBING 4" -10" DIAMETER
  - 2 AASHTO M 294 STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE 12" - 60" DIAMETER
  - 3 RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435400C FOR 12" TO 60" PIPE
  - 4 ASTM F-477 SPECIFICATION FOR ELASTOMETRIC SEALS (GASKETS) FOR JOINING PLASTIC PIPE
- ASTM F2648 SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (RECYCLED RESIN)**
- 1 ASTM F2648 STANDARD SPECIFICATION FOR 2" TO 60" ANNULAR CORRUGATED PROFILE WALL POLYETHYLENE PIPE AND FITTINGS FOR LAND DRAINAGE
  - 2 RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435420C FOR 12" TO 60" PIPE
  - 3 ASTM F-2306 STANDARD SPECIFICATION FOR 12 TO 80 IN [300 TO 1500 MM] ANNULAR CORRUGATED PROFILE-WALL POLYETHYLENE (PE) PIPE AND FITTINGS FOR GRAVITY-FLOW STORM SEWER AND SUBSURFACE DRAINAGE APPLICATIONS
  - 4 PIPE LENGTHS AVAILABLE BOTH SPECIFICATIONS  
20' Lengths 8"-60", 24' Lengths 8"-60", 30' Lengths 12"-60" (20' Lengths have bell & spigot)

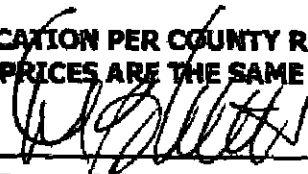
**SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - BRAND NAME "N-12"**

| DIAMETER (INCHES) | AASHTO Pipe COST \$ | ASTM F2648 PIPE COST \$ | PER UNIT    | COUPLING COST \$ | PER UNIT |
|-------------------|---------------------|-------------------------|-------------|------------------|----------|
| 8"                | 3.70                | 3.52                    | LINEAR FOOT | 6.44             | EACH     |
| 10"               | 5.15                | 4.91                    | LINEAR FOOT | 8.86             | EACH     |
| 12"               | 5.89                | 5.61                    | LINEAR FOOT | 10.00            | EACH     |
| 15"               | 8.08                | 7.70                    | LINEAR FOOT | 16.66            | EACH     |
| 18"               | 10.76               | 10.25                   | LINEAR FOOT | 28.39            | EACH     |
| 24"               | 18.13               | 17.26                   | LINEAR FOOT | 40.04            | EACH     |
| 30"               | 25.37               | 24.16                   | LINEAR FOOT | 93.07            | EACH     |
| 36"               | 31.74               | 30.23                   | LINEAR FOOT | 129.50           | EACH     |
| 42"               | 40.99               | 39.03                   | LINEAR FOOT | 189.54           | EACH     |
| 48"               | 52.40               | 49.90                   | LINEAR FOOT | 222.51           | EACH     |
| 60"               | 97.45               | 92.80                   | LINEAR FOOT | 346.13           | EACH     |

**GENERAL**

- 1 THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY REQUEST
- 2 AS AN AUTHORIZED ADS DISTRIBUTOR OUR PRICES ARE THE SAME

**SEE AUTHORIZATION LETTER ATTACHED**

  
 \_\_\_\_\_  
 Davis M Broadwater  
 G & O SUPPLY CO., INC



**ADS / Hancor Authorized Distributor  
for  
Clay County**

**G&O Supply**

**is an authorized distributor for ADS / Hancor**

**Please accept this letter as authorization to allow the distributor listed above to service the annual bid that was submitted by Advanced Drainage Systems, Inc. on January 4, 2016**

**Advanced Drainage Systems, Inc will guarantee the price that was quoted, however the County may order pipe and receive service from the authorized distributor listed above**

**We have implemented this program to make sure the County receives the best price and the best possible service by utilizing the entire ADS / Hancor distribution network.**

A handwritten signature in black ink, appearing to read 'Al Gibbs, III'.

---

**Al Gibbs, III  
Regional Sales Manager  
ADS / Hancor**

**C & O Supply Co., Inc.**  
1344 D L Callums Drive  
Tupelo, MS 38801

Clay County Chancery Clerk  
205 Court Street  
West Point, MS 39773

**SEALED BID FOR CORRUGATED ELASTIC PIPE  
DUE JANUARY 4, 2016 @ 9:00 A.M.**

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**PRICE QUOTATION**

**BACCO MATERIALS, INC.**

P O BOX 8940

COLUMBUS, MS 39705-0014

Phone: (601) 434-0171

Fax: (601) 434-0173

**HONORABLE BOARD OF SUPERVISORS**

Date: December 21, 2015

AY COUNTY

Project: General Requirements

BOX 815

Shipping Point: Bacco Materials Plant

EST POINT, MS 39773

**QUOTATION IS SUBJECT TO CONDITIONS NOTED ON BACK PAGE**

| Mat. Code   | Description              | Price                 |
|---|--------------------------|-----------------------|
| <b>Prices FOB Bacco Materials Plant Site<br/>FOR SALE BETWEEN 01/04/2016 AND 01/02/2017</b> |                          |                       |
|   |                          | <b>PER TON</b>        |
| 212   | CLEAN WASHED ROAD GRAVEL | \$8.75 <b>1,2,5,5</b> |
| 214   | PEA GRAVEL               | \$8.00                |
| 246   | OVERSIZE GRAVEL          | \$10.75 <b>ALL 6</b>  |
| 8   | FILL DIRT                | \$3.60                |
| 9   | TOPSOIL                  | \$10.00               |
| 151   | MASON SAND               | \$11.50               |
| 155   | WASHED FILL SAND         | \$5.75                |
| 601   | CLAY GRAVEL              | \$4.00                |
| 607   | PIT RUN BEDDING          | \$4.50 <b>ALL 9</b>   |

I hereby accept the above offer and agree to its terms and conditions on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. Please mail invoices to \_\_\_\_\_

Customer \_\_\_\_\_

By: \_\_\_\_\_

te to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By: 

H. Carlisle Campbell, President  
Bacco Materials, Inc.

Cell - 245-272-2123



**MID-SOUTH  
PROPANE, INC**  
866-383-4432  
[www.midsouthpropane.com](http://www.midsouthpropane.com)

**NATHAN CAGLE**  
SALES REPRESENTATIVE  
65295 HIGHWAY 17 DETROIT AL 35552

---

494



1st



**MID-SOUTH PROPANE INC.**

December 31, 2015

Mid-South Propane  
65295 Highway 17  
Detroit, AL 35552

Fax 205-273-4082  
Phone 205-273-4080

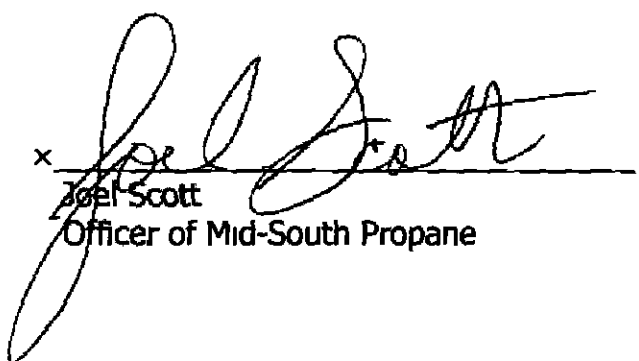
SUBJECT **Propane Bid**

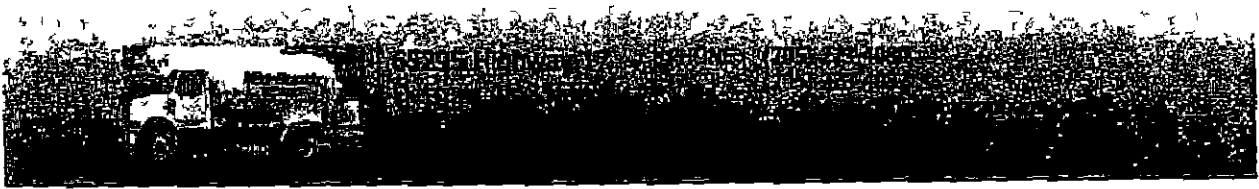
Clay County Board of Supervisors,

Mid-South Propane proposes a one year service contract to inspect and refuel propane tanks for the attached locations

Mid-South Propane proposes a bid price of \$1 049 per gallon for the 2016 calendar year

Sincerely,

x   
Joel Scott  
Officer of Mid-South Propane



## CLAY COUNTY BUILDING ADDRESS LIST

### Volunteer Fire Departments

|          |                                     |
|----------|-------------------------------------|
| Unit 100 | 2850 E Hazelwood Rd, West Point, MS |
| Unit 200 | 2895 E Tibbee Rd, West Point, MS    |
| Unit 300 | 18006 Hwy 46, Pheba, MS             |
| Unit 400 | 9750 Brand-Una Rd, Prairie, MS      |
| Unit 400 | 13700 Hwy 47, West Point, MS        |
| Unit 500 | 21561 Hwy 50 W, Pheba, MS           |
| Unit 600 | 5486 Hwy 46, Cedarbluff, MS         |
| Unit 600 | 10986 Hwy 50 W, Cedarbluff, MS      |
| Unit 700 | 6423 Waverly Rd, West Point, MS     |

### District Sheds

|            |                                     |
|------------|-------------------------------------|
| District 1 | 440 Barton Ferry Rd, West Point, MS |
| District 2 | 1981 Old Tibbee Rd, West Point, MS  |
| District 3 | 4962 Hwy 46, Cedarbluff, MS         |
| District 4 | 7390 R B Rd, Prairie, MS            |
| District 5 | 21572 Hwy 50 W, Pheba, MS           |

### Voting Precincts

|                  |                                       |
|------------------|---------------------------------------|
| Cairo            | 10851 Hwy 46, Cedar Bluff, MS         |
| Caradine         | 14252 Brand-Una Rd, Prairie, MS       |
| CedarBluff       | 197 Henryville Rd, Cedarbluff, MS     |
| Pheba            | 21523 Hwy 50 W, Pheba, MS             |
| Pine Bluff       | 10498 Colony Rd, Mantee, MS           |
| Siloam           | 2504 Hwy 47, West Point, MS           |
| Tibbee           | 2895 E Tibbee Rd, West Point, MS      |
| Union Star       | 6423 Waverly Rd, West Point, MS       |
| Vinton           | 440 Barton Ferry Rd, West Point, MS   |
| South West Point | 540 East Brame Avenue, West Point, MS |



Alternate



**STARKVILLE  
LP GAS**

WE ARE A GAS MAN COMPANY

PO BOX 823 STARKVILLE, MS 39760-0823  
TELEPHONE 323-3146 FAX 323 3797

January 4, 2016

Clay County Bid

We will provide propane to the following locations all five districts, all voting precincts, and volunteer fire departments at \$1 299 per gallons

Jerry Evans

Manager



**STARKVILLE  
LP GAS**

WE ARE A GAS MAN COMPANY

PO BOX 823  
STARKVILLE MS 39760-0823

Clay County Bid



PO Box 333  
Nettleton MS 38858  
662 256-4529

January 4, 2016

Honorable Board of Supervisors  
Clay County  
PO Box 815  
West Point, MS 39773

Re Bid on item # 3-Cold Mix Asphalt

Dear Honorable Board of Supervisors

We are pleased to bid on the following item for the period of January 4, 2016 through January 2, 2017

Cold Mix Asphalt (limestone) @ \$80.00 (Eighty dollars)

Per ton - FOB our plant in Wren, MS

Cold Mix Asphalt (limestone) Delivered @ \$92.00 (Ninety-two dollars) per ton delivered to all districts in Clay County (25 Ton Minimum Order)

*Please note This price is based on the current asphalt index published on December 9 2015  
Adjustments shall be made according to this index and the Mississippi State Highway Department  
Special Provisions in order to provide the lowest possible material cost*

We appreciate the opportunity to serve you!

Respectfully,

Libby Blasingame

Owner

Cold Mix, Inc

Privilege License # 4423



PO Box 333  
Nettleton, MS 38858

MEMPHIS TN 38101

26 DEC 2015 PM 5:1



Honorable Board of Supervisors  
Clay County  
PO Box 815  
West Point, MS 39773

Sealed Bid on  
item # 3  
Do be opened  
Jan 4, 2016 @ 9 am

39773-081515



501

PRESTON DOBBS TRUCK SERVICE  
& GRAVEL SALES  
Hamilton, MS. 39746  
Phone & Fax 662-343-5150

1st Topsoil

Submitted to Head of Highway  
City of...  
...

Please consider this BID for the following items:

|                          |      |        |
|--------------------------|------|--------|
| Clay Gravel              | 8.00 | per yd |
| Sand & Gravel            | 5.75 | per yd |
| Topsoil                  | 5.25 | per yd |
| Fill dirt & waste gravel | 2.00 | per yd |
| Waste Sand               | 2.50 | per yd |
| Wash Gravel              | 7.90 | per yd |

All items are F.O.B. Hamilton, MS Pit Location. Delivery of material from pit location in Hamilton, MS, requested.

Can be arranged for an additional 25 per mile per yd.

This BID will expire April 2017

...

PRESTON DOBBS Preston Dobbs DATE 12-29-2015

And Alternate  
for Sand



*Florence Parker*

FLORENCE PARKER  
8 MILES NORTH OF COLUMBUS  
LOCATED IN TOWN OF COUNTY APPROXIMATELY  
THIS MATERIAL IS QUOTED FOR W.P.M.

- FILE SAND \$35.00 PER TON
- TOP SOIL \$6.50 PER TON
- FILE DIRT \$2.50 PER TON
- OVERSIZE GRAVEL \$11.00 PER TON
- PEA GRAVEL \$7.50 PER TON
- WASH ON ROAD GRAVEL \$8.50 PER TON

1 YEAR PERIOD  
YOUR BID DATE JANUARY 4, 2016  
BID FOR GRAVEL AND RELATED MATERIALS

CLAY COUNTY BOARD  
OF SUPERVISORS  
P.O. BOX 815  
WEST POINT, MS 39773

DATE: 01/05/16

662 434 8555 FAX 662 434 8096

PARKER SAND AND GRAVEL LLC  
399 BARTON FERRY RD  
COLUMBUS MS 39705

*Attache*

**PARKER SAND AND GRAVEL LLC**

**399 BARTON FERRY RD**

**COLUMBUS MS 39705**

**662 434 8555 FAX 662 434 8096**

**DATE: 01/05/16**

**CLAY COUNTY BOARD**

**OF SUPERVISORS**

**P.O.BOX 815**

**WEST POINT,MS 39773**

**BID FOR GRAVEL AND RELATED MATERIALS.**

**YOUR BID DATE JANUARY 4,2016**

**1 YEAR PERIOD.**

WASH OR ROAD GRAVEL-----\$8.50 PER TON  
PEA GRAVEL-----\$7.50 PER TON  
OVERSIZE GRAVEL-----\$11.00 PER TON  
FILL DIRT-----\$ 2.50 PER TON  
TOP SOIL-----\$6.50 PER TON  
FILL SAND-----\$3.50 PER TON

**THIS MATERIAL IS QUOTED FOB MY PIT**

**LOCATED IN LOWNDES COUNTY,APPROXIATELY**

**8 MILES NORTH OF COLUMBUS.**

**FLORENCE PARKER**

*Florence Parker*

P  
Parker Sand & Gravel, LLC  
399 Barton Ferry Rd.  
Columbus, MS 39705

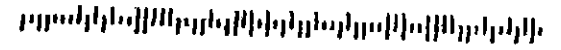
JACKSON 390



*Bid for gravel  
open Jan 4, 2016*

2016 JAN 23

*West Point, Ms 39709-315*



505



# Ergon Asphalt & Emulsions, Inc.

January 4, 2016

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

RE Bid for Asphalt Emulsions for Clay County, Mississippi for the period from **January 4, 2016 through January 2, 2017**

To Whom It May Concern

We are pleased to quote you the following prices **delivered in full truck transport quantities** to any destination in Clay County, Mississippi

## ASPHALT EMULSION.

\*\*CRS-2 \$1 8346/gallon tied to the MS December 2015 Index – PLANT PICKUP  
\*\*CRS-2 \$2 0057/gallon tied to the MS December 2015 Index - DELIVERED

\*\*CRS-2P \$2 0763/gallon tied to the MS December 2015 Index – PLANT PICKUP  
\*\*CRS-2P \$2 2474/gallon tied to the MS December 2015 Index - DELIVERED

**\*\*Price will be adjusted monthly based on previous months index Freight is \$0 1711/gal**

Ergon allows **two (2) hours unloading time** after that we charge **\$80 per hour demurrage**

Federal Environmental Fee will be added to above prices at a rate of \$0 00133/gal for all emulsion loads

Ergon guarantees the quality of all products to be in full compliance with specifications prescribed by the Mississippi State Highway Department

Federal tax identification number 64-0666411

Respectfully yours,  
**ERGON ASPHALT & EMULSIONS, INC**

Amy L. Walker  
Area Sales Manager

ALW/tp

P.O. Box 23028  
Jackson, MS  
39225-3028 USA

# **E. Ergon Asphalt & Emulsions, Inc.**

*ANNUAL BID*

*LIQUID ASPHALT - CRS-2 & CRS-2P*

*MONDAY, JANUARY 4, 2016 @ 9 00 A M*

**BOARD OF SUPERVISORS  
CLAYCOUNTY, MS  
C/O CHANCERY CLERK  
P O BOX 815  
WEST POINT, MS 39773**

507

# B & M PAVING COMPANY, INC.

PHONE 662-862-3594  
FAX 662 862-4115

3418 HARDEN CHAPEL ROAD  
FULTON MISSISSIPPI 38843

January 4, 2016

Clay County  
Board of Supervisors  
PO Box 815  
Westpoint, MS 39773

We are pleased to quote the following items for your yearly service bids per advertisement

Bid Item # 6

|  |                   |
|--|-------------------|
| Dump Trucks ( 14 yard beds)                                    | \$60 00 per hour  |
| Dozer D-5 CAT (wide track) with operator                       | \$85 00 per hour  |
| Excavator CASE 9030 (wide track) 1 ½ yard bucket with operator | \$125 00 per hour |
| Grader Champion 760 14 ft mold board with operator             | \$100 00 per hour |
| Loader John Deere 544 2 ½ yard bucket with operator            | \$75 00 per hour  |
| Dirt Pan John Deere 4840 8 yard with operator                  | \$75 00 per hour  |
| Compactor 84" vibratory roller with operator                   | \$60 00 per hour  |
| Compactor 60" vibratory roller with operator                   | \$40 00 per hour  |
| Rubber Tired Rollers with operator                             | \$40 00 per hour  |
| Backhoe CASE 580K with operator                                | \$65 00 per hour  |
| Lowboy Equipment Hauler  | \$125 00 per hour |

*Paving Of All Kinds*

# B & M PAVING COMPANY, INC.

---

PHONE 662-862-3594  
FAX 662 862-4115

3418 HARDEN CHAPEL ROAD  
FULTON, MISSISSIPPI 38843

Bid Item # 7

Reseal County roads including clipping and sweeping  
County furnish materials \$0 55 per sq yard

DBST paving, grading, shape and compact county roads  
County furnish materials \$1 45 per sq yard

Prime Coat  
County furnish materials \$0 40 per sq yard

Respectfully submitted

  
Mark E Brown

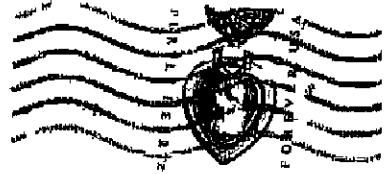
Cert of Resp # 05008

*Paving Of All Kinds*

**B & M PAVING COMPANY, INC.**

3418 HARDEN CHAPEL RD  
FULTON, MS 38843

MEMPHIS TN 380  
28 DEC 2015 PM 4 L



Sealed Bid  
Bid Items # 6 + # 7  
Jan 4, 2016

Clay County  
Board of Supervisors  
PO Box 815  
West Point, MS 39173

WEST POINT MS  
CLAY COUNTY MS  
2015 DEC 30 PM 4:10

39773-081515  
Paving Of All Kinds



510



**HENRY BACKHOE & DOZER**  
**5306 WINDY RIDGE ROAD**  
**WEST POINT, MS. 39773**  
**662-295-8785**

**DATE** January 4, 2016

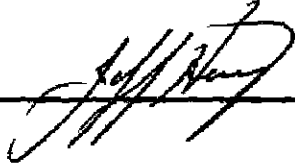
**TO** Clay County Board of Supervisors

**SUBJECT** Bid submission for equipment labor

D3 Cat dozer with operator

**BID: \$65.00(sixty-five dollars) per hour with operator**

Jeff Henry

A handwritten signature in black ink, appearing to read "Jeff Henry", is written over a horizontal line that spans the width of the page.

**HENRY BACKHOE & DOZER**  
**5306 WINDY RIDGE ROAD**  
**WEST POINT, MS. 39773**  
**662-295-8785**

**DATE** January 4, 2016

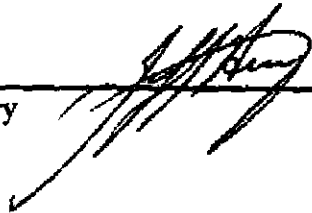
**TO** Clay County Board of Supervisors

**SUBJECT** Bid submission for equipment labor

416D Cat Backhoe with operator

**BID: \$60.00(sixty dollars) per hour with operator**

Jeff Henry

A handwritten signature in black ink, appearing to read "Jeff Henry", is written over a horizontal line that spans the width of the page.

**HENRY BACKHOE & DOZER**  
**5306 WINDY RIDGE ROAD**  
**WEST POINT, MS. 39773**  
**662-295-8785**

**DATE:** January 4, 2016

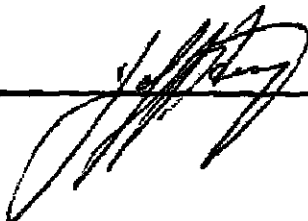
**TO** Clay County Board of Supervisors

**SUBJECT** Bid submission for equipment labor

6/8 yard Dump truck with operator

**BID: \$60.00(sixty dollars) per hour with operator**

Jeff Henry

A handwritten signature in black ink, appearing to read "Jeff Henry", is written over a horizontal line that spans the width of the page.

71176 DER 4 1 1  
23,5 DEC 29 1 12 00

151

CLAY CO. BOARD of SUPERVISORS

2016 Equipment Rental Bids

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# Clay County Cooperative

*John S Elliott, Manager*  
632 West Broad Street  
West Point, Mississippi 39773

**Phone 494-4676**

January 4, 2016

To Clay County Board of Supervisors

BID

Clay County Cooperative would like to place a bid on the following

\$325.00 per 30 gal drum Cornerstone(Generic Round-up)

\$49 00 per 1 gal Crossbow

Cecil Ferrell, Assistance Manager

Chemicals

1111 22 1  
2001-4 1 000

Bid

-  
\_\_\_\_\_

516

---



Greg Wall  
 Industrial Specialist  
 PO Box 219  
 Sturgis, MS 39769  
 mobile- 662-312-0510  
 wallg@helenachemical.com

12-28-15

Clay County Board of Supervisors  
 PO Box 815  
 West Point, MS 39773

Helena bids for HERBICIDE 1/4/2016 9 00 AM

Bid includes delrvy from Helena Sturgis, Crawford and or Bruce MS

All bids are per gallon or per pound

|                      |                |                     |                              |
|----------------------|----------------|---------------------|------------------------------|
| Equal to cornerstone | 2x2 5          | \$ 14 80 gal        | 41% generic roundup Monsanto |
|                      | 4x30           | 14 40 gal           |                              |
| Roundup Pro Concen   | 2x2 5          | 15 70 gal           | 50 2% Monsanto               |
|                      | 4x30           | 15 40 gal           |                              |
| Trycera              | 2x2 5          | 84 00 gal           | trees, brush, under bridges  |
| Mielstone            | 2x2 5          | 312 50 gal          | trees , brush                |
| <del>Spike</del>     | <del>6x4</del> | <del>23 40 lb</del> | <del>trees</del>             |
| Barrage              | 2x2 5          | 33 00 gal           | broadleafs                   |
| Imazapic             | 4x1            | 136 00 gal          | grass stunter                |
| MSMA                 | 2x2 5          | 24 60 gal           | Johnson grass                |
| Helfire              | 2x2 5          | 32 00 gal           |                              |
| Grounded             | 2x2 5          | 27 00 gal           |                              |

Signed,

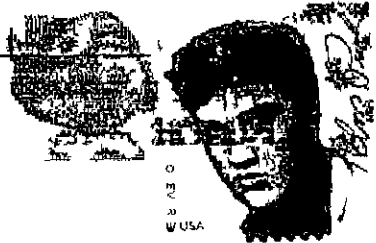
*Greg J Wall*

Greg J Wall  
 Helena Chemical



GREG J WALL  
 Industrial and Aquatics Sales and Application  
**HELENA CHEMICAL COMPANY**  
 PO Box 219  
 Sturgis MS 39769

JAN 15 11 53 AM '16  
 28 DEC 2015 PM 3 L



Bid: Herbicides Weed Killer Clay County Board of Supervisors  
 Due: 1/4/2016 9:00 A.M. Po Box 815  
 West Point, MS 39773

39773061515



518



NO \_\_\_\_\_

**IN THE MATTER OF GOING INTO CLOSED SESSION**

---

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

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to go into closed session

SO ORDERED this the 11<sup>th</sup> day of January, 2016



President

NO \_\_\_\_\_

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

---

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

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve to go from closed session to executive session to discuss the potential acquisition of property and possible potential litigation matter

SO ORDERED this the 11<sup>th</sup> day of January, 2016



President

No \_\_\_\_\_

**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

---

There came on this day for consideration the matter of authorizing and approving to come out of Executive Session

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to come out of Executive Session

SO ORDERED this the 11<sup>th</sup> day of January, 2016

A handwritten signature in black ink, appearing to be 'R. B. L.', written over a horizontal line.

President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING PAYMENT TO LA'DARIOUS MCMILLIAN  
FOR CAR REPAIRS**

---


There came on this day for consideration the matter of authorizing payment to La'Darious McMillian for car repairs

It appears to this Board as attached hereto as Exhibit A, La'Darious McMillian has requested Board approval to replace rim and tire due to a large pothole located on the Una Brand Road

It appears further to this Board that in lieu of litigation and due to the amount requested is less than the deductible for a vehicle claim on the general liability insurance of the county, it is in the best interest for the Board to authorize and approve the purchase of a new rim in the amount of \$319 93

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize and approve to pay La'Darious McMillian for the purchase of a new rim in the amount of \$319 93 due to damages sustained by him hitting a large pothole on the Una Brand Road

SO ORDERED this the 11<sup>th</sup> day of January, 2016



President

La'Darius McMillan  
9114 Brand Una Rd  
Praine MS 39756  
01/06/2016

Amy Berry  
West Point MS 39773  
1 662 492 4059

Dear Amy Berry

I was directed by County Supervisor Shelton Dean to contact you regarding an incident that occurred on December 23, 2015 on Brand Una Road. While traveling home, I approached a large pothole, which was unavoidable due to oncoming traffic. Directly following impact, I pulled my vehicle over onto the side of the road. After assessing the damages, it became apparent that my rim was completely destroyed & my car was no longer drivable, so I waited on my father to tow my car.

After contacting Supervisor Dean, the pothole was completely repaired & is no longer a hazard.

Including tax, the total amount of the damage is \$479.36 (\$319.93 rim \$159.43 tire). I humbly request reimbursement from the county for this damage.

I have photos of the damages if required.

Please contact me at 662 275 0750.

Sincerely,

La'Darius McMillan

NO \_\_\_\_\_

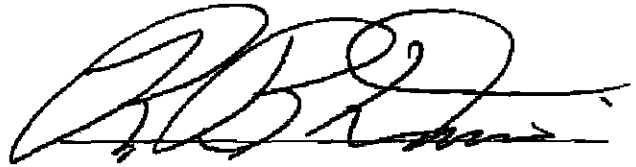
**IN THE MATTER OF RECESSING**

---

There came on this day for consideration the matter of recessing

After motion by Luke Lummus and second by Lynn Horton this Board doth vote  
unanimously to authorize and approve to recess until Thursday, January 28, 2016 at 9 00 a m

SO ORDERED this the 11<sup>th</sup> day of January, 2016



President

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Blank  
Intentionally