BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 9th day of June, 2016, at 9 00 a m, and present were Lynn Horton, Luke Lummus, R B Davis, President, Shelton Deanes, and Joe Chandler Also present were Amy G Berry, Chancery Clerk and Clerk to the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

NO	

# IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON JUNE 9, 2016

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on June 9, 2016

It appears to this Board that certain items should be added to the agenda for further discussion and consideration by this Board, to-wit

- Shelton Deanes regarding transfer of WF169 Rosenbauer Fire Truck back to Una
   Palo Alto Volunteer Fire Unit
- Lynn Horton regarding samitation trash pickup rotation

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to adopt the agenda as attached hereto as Exhibit A as presented

SO ORDERED this the 9th day of June, 2016

#### Clay County Board of Supervisors Agenda for Meeting Held Monday, June 9, 2016 at 9 00 a m

- Call to Order
- Welcome and Prayer
- Adopt and Amend agenda
- Authorize the President to execute documents with Empire Truck Sales LLC for the purchase of a Tractor for District 4
- Approve and Authorize the President to execute the Mobile Home Collection Contract with MS Court Collection Services
- Authorize the shredding of the surrendered car tags as certified by the Tax Assessor/Collector from August 2015 thru May 2016
- Approve and authorize the President to execute the Justice Court Collection Contract with Pioneer Recovery Services Inc
- Approve and Certify the Sufficiency of Election Commissioner Candidate Petition for District Five
- Approve of the GTRPDD Advisory Board appointments for year 2016-2017
- Approve of refunding to Sherman Ivy the refund of overpayment of retirement contributions for year 2015 as certified by PERS
- Authorize and approve the President to execute contract with Data Systems Management for contract days to be used for Justice Court Training
- Authorize and approve of the District 5 appointment to the EDD Board due to vacancy
- Authorize the Board of Supervisors, Chancery Clerk, Board Attorney, County Engineer and Sheriff to travel to the MAS Summer Conference held in Biloxi, June 13-16, 2016
- Review educational opportunity as received from Brent Thompson of Congressman Kelly's Office
- Recess until Thursday, June 23, 2016 at 9 00 a m

Amendments				
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## IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE DOCUMENTS FOR EMPIRE TRUCK SALES LLC

There came on this day for consideration the matter of authorizing the President to execute documents for Empire Truck Sales, LLC

It appears to this Board this board awarded the bid for the purchase of 2015 Freightliner Truck to Empire Truck Sales LLC at a subsequent meeting in the amount of \$107,945 00 for district 4, and,

It appears to this Board the tractor truck has been delivered and Empire Truck Sales is requesting this Board to execute certain documents as attached hereto as Exhibit A

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to approve and further authorizes the President to execute the said documents SO ORDERED this the  $9^{th}$  day of June, 2016

President

#### **COLUMBUS - EMPIRE TRUCK SALES**

\$55 WILKINS WISE ROAD COLUMBUS, MS 39705

### **DELIVERY RECEIPT**

FOR THE ACCOUNT OF

**DELIVERED AT** 

COLUMBUS - EMPIRE TRUCK SALES 155 WILKINS WISE ROAD COLUMBUS, MS 39705

STOCK NO	YR	MAKE	MODEL	SER NO
205513	15	FTL	114SD	1FUJG3DV5FHGP2777

6/9/200

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE ABOVE DESCRIBED MOTOR VEHICLE AND EQUIPMENT AND ASSUMES RISK OR LOSS THEREON

NAME OF PURCHASER CLAY COUNTY

STREET 205 COURT STREET

CITY AND STATE WEST POINT MS 39773



#### STATE OF MISSISSIPPI

DEPARTMENT OF REVENUE TITLE BUREAU POST OFFICE BOX 1383 JACKSON MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

For Title Bureau Use Only

ENTER COMPLETE				Pfree	t Miss Title blach M.C.O.or		Attach	L	Attach	Attac	<u></u>
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(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)  DRIVER S LICENSE NUMBER											
JOINT OWNER'S SIGN	PERSONALLY SIGNED		OR AUTHORIZED REPRES						ER'S LICENSE NUMBER		
THEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE											
EMPIRE TRUCK SALES LLC BY MULLIUMS											
	DESIGNATED AGENT NO 03-0374134-00 DATE JUNE 7, 2016 5975894										
Sea reverse o	DESIGNATED AGENT NO 05-05/4134-00 DATE JUNE 7, 2016  See reverse of copy 4 for important information DEPARTMENT OF REVENUE'S COPY APPLICATION NUMBER										
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55 WILKINS WISE ROAD COLUMBUS MS 39705

BILL TO CLAY COUNTY 64279 205 COURT STREET WEST POINT MS 39773 P (662) 295 6110

#### INVOICE & BILL OF SALE ME005000007

JACKSON /601 933-5000/373 P O BOX 54325
MERIDIAN /601-482-5733 / 540 HWY 11 & 80
BILOXI /228-365-0000 / 8480 WEST OAK LAWN RD
COLUMBUS / 662 328-0820 / HWY 82 WEST
HATTIESBURG / 601 544 3000/ 300 SULLIVAN KILRAIN RD
BROOKHAVEN / 601-835-4400 / 121 STRIBLING ROAD
MOBILE / 251 330-0088 / 2495 WEST I 65 SERVICE RD N
PENSACOLA / 850-478 0031 / 8807 PAUL STARR DR
SLIDELL / 985-641-4000 / 210 FRONTAGE ROAD

CLAY COUNTY 64279 205 COURT STREET WEST POINT MS 39773 P (662) 295 6110

DATE	SALE TYPE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSION	TERMS	CUSTOMER REFERENCE
06/07/2016	R	SOLD	6/7/2016	6/7/2016	DANNYF	CASH	39269

UNIT(S) FOR SALE

UNTID	YR - MAKE - MODEL	SERIAL NUMBER	ОДОМ	PRICE
205513	15 - FTL 114SD	1FUJG3DV5FHGP2777	10 204	107,733 82
	WARRANTY			200 00

A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION

gnature	.   ~ ^	Date
infiall.	Williams	10-7-11
I CALLAND	MANUELLA	Date

Additional Equipment	+	0.00
Federal Excise Tax	+	348 82
LA Tue Tax	+	0.00
State and Local Taxes	+	0.00
D O T Fee	+	100 00
Registration Fee	+	0.00
Title Fees	+	10 0
State Inspection Fees	+	0.0
Extended Service Plans	+	200 0
Documentary Fees	+	250 0
Subtotal	=	107,945 0
Less Trade Allowance		0.0
Trade Payoff	+	00
Less Deposit or Down Payment		0.0
Unpaid Balance/Amount to Finance	-	107,945 0

**INVOICE & BILL OF SALE** 

107 733 82



55 WILKINS WISE ROAD COLUMBUS, MS 39705

BILL TO CLAY COUNTY 64279 205 COURT STREET WEST POINT MS 39773 P (662) 295 6110

#### INVOICE & BILL OF SALE ME005000007

JACKSON /601 933 5000/373 P O BOX 54325
MERIDIAN /601-482-5733 / 540 HWY 11 & 80
BILOXI /228-365-0000 / 8480 WEST OAK LAWN RD
COLUMBUS / 662 328 0820 / HWY 82 WEST
HATTIESBURG / 601 544-3000/ 300 SULLIVAN KILRAIN RD
BROOKHAVEN / 601-835-4400 / 121 STRIBLING ROAD
MOBILE / 251 330 0088 / 2495 WEST I 65 SERVICE RD N
PENSACOLA / 850-478 0031 / 8807 PAUL STARR DR
SLIDELL / 985 641-4000 / 210 FRONTAGE ROAD

CLAY COUNTY - 64279 205 COURT STREET WEST POINT MS 39773 P (662) 295 6110

Sales Price

DATE	SALE TYPE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	TERMS	CUSTOMER REFERENCE
6/07/2016	R	SOLD	6/7/2016	6/7/2016	DANNY F	CASH	39269

UNIT(S) FOR SALE

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205513	15 FTL - 114SD	1FUJG3DV5FHGP2777	10,204	107 733 <b>82</b>
<u> </u>	WARRANTY		<u> </u>	200 00

DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION

Additional Equipment	ļ <u>†</u>	0.00
Federal Excise Tax	+	348 82
LA Tire Tax	+	0 00
State and Local Taxes	+	0 00
D O T Fee	+	100 00
Registration Fee	+	0 00
Title Fees	+	10 00
State Inspection Fees	+	0 00
Extended Service Plans	+	200 00
Documentary Fees	+	250 00
Subtotal	=	107 945 00
Less Trade Allowance		0 00
Trade Payoff	+	0 00
Less Deposit or Down Payment		0 00
Unpaid Balance/Amount to Finance	-	107,945 00

x	
x	
Seller Signature	Date

INVOICE & BILL OF SALE

### **EXEMPTION CERTIFICATE**

I hereby certify that I am	of
Clay Count	Commission of the Commission o
	( State or Local Government )
That I am authorized to ex	xecute this certificate; and that:
•	specified in the accompanying order are, or will be, ruck Sales LLC for the exclusive use of
	of
( Governmental unit )	( State of Local Government )
this exemption certificate purchased for its exclusive certificate for the purpose parties making such fraud	mption from tax in the case of sales of articles under to a State, etc. is limited to the sale of articles e use. I understand that the fraudulent use of this e of securing this exemption will subject me and all fulent use of this certificate to a fine of not more than ament for not more than 5 years, or both, together
	205 Court Street West Pant, MS 39723
Parameter 1445	Midroce

		<u> </u>				i i salah			STATE OF STATE	
Single or Multiple V							_			
Instructions for DTNA Dealers only Scan and upload this completed and signed form to the Product Registration screen in OWL. Save a copy of completed form for your files  Instructions for other Dealers (including Bodybuilder and Coach dealers)/Customers Scan and email this completed and signed form to DTNA's Warranty Department at WarrantyDEP@Daimier.com										
Dealer .		Dealer Name COLUMBUS - EMPIRE TRUCK SALES Phone								
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Tity WEST POINT		Sta	te / Province	MS	Co	untry		<b>-</b> · · · · · · · · · · · · · · · · · · ·	Zip 39773	
he above vehicle(s) wil	be used for	the following v	ocation / applic	ations only (choose o	anly one)					
□ Airport       □ Fire Service       □ Oil Field       □ Road/Rail Service         □ Airport/Transit Shuttle       □ Heavy Haul Service       □ Para-transit Van Service       □ School Bus Service         □ Armored Car Service       □ Inter-city Bus/Coach       □ Pickup and Delivery/Short Haul       □ Shuttle Bus         □ Charter/Shuttle/Transit       □ Intra City Bus Service       □ Recreation (specify one below)       □ Tour/Bus Coach - City         □ Church/Prison/Activity       □ Line Haul/Long Haul       □ Business       □ Personal       □ Tour Bus/Coach-Cross Country         □ Construction       □ Logging Service       □ Refuse       □ Utility/Repair Maintenance         □ Farm       □ Mining       □ Rescue and Emergency       □ Wrecking Service										
Customer Certification By signing below, I certify that the above vehicle(s) will be used only for the above selected vocation/application. I understand that all notices regarding the above vehicle(s), including warranty, recall, and field service campaign information, will be mailed to the above customer name and address. I acknowledge that I have received the applicable Owner's Warranty Information book, and I accept the terms and conditions set forth therein including the Limited Warranty Disclaimer and Limitation of Liability. I certify that I have received the applicable Maintenance Manual(s) and Operator's Manual(s) for the above vehicle(s) or, in the case of vehicles manufactured by Thomas Bullt Bus, I have been provided the website address where these documents may be obtained. If applicable, I have been instructed on correct fifth wheel operation. I further acknowledge that the Federal Safety Standards and Emission stickers have been affixed to the driver's side doorframe of the above vehicle(s). I acknowledge that I have been offered Extended Coverage warranty options (if applicable).										

### DETKOIT DIESEL

#### Power Protection Plan Agreement Registration



	OISTOR OF THE PROPERTY OF THE
	CUSTOMER INFORMATION
Customer Name or Firm Name (whichever is applicable)	CLAY COUNTY
Address 205 COURT STREET	City WEST POINT State/Prov MS Zip/Postal Code 39773
	e Number Fax Number
	) da Hunicul
	COVERAGE
Your coverage as decribed under said Agreements is limited to the D forth in the Power Protection Plan Agreement Det oit Diesel resen	Detroit Diesel product(s) described and is not transferable without authorization as defined under the conditions set was the right to accept or reject this registration
P3 Agreement or CA Number	P3 Agreement or CA Rev Date (Crop. Down Calendar)
P3 Option Number	Number of Units Covered
Total Charges	
	PRODUCT DISTRIBUTION
Detroit Diesel Engine Senal No 471927S0289307	Equipment V I N Number LELIG3DV5FHGR2777
Application Code	Engine Model Number D471927
Make of Equipment FTL	In-Service Date (Prop. Rem. Crismon)
Make of Equipment Model 114SD	NOTE If sate involves multiple units please list Detroit Diesel engines senal numbers numbers delivery dates and coverage numbers for each unit on which
	coverage is desired on the Agreeement Registration Supplement (Form 20SE50-1)
	CUSTOMER ACCEPTANCE
This Agreement is Transferrable as described in the applicat P 3 Agreement  Date of Agreement Sale (Drep_Down Calander).  Distributor/Dealer Code FLLC Code	WITNESSED AND ACKNOWLEDGED RECEIPT OF TOTAL CHARGE FOR COVERAGE BY AUTHORIZED DISTRIBUTOR/DEALER REPRESENTATIVE
	AUTHORIZED DISTRIBUTOR/DEALER NAME
	DEBIT AUTHORIZATION
Detroit Diesel is hereby authorized to charge this Distributor'	
<u> </u>	
Amount to be Debited \$	Purchase Order No Distributor/Dealer Code
Exchange Rate Factor	
DISTRIBUTOR NAME	AUTHORIZED DISTRIBUTOR NAME AND TITLE
	TRANSFER OF COVERAGE
Name of Second Owner (Firm Name if applicable)	
Address	City State/Province
Zip/Postal Code	Country
Date of Title Transfer	Date
	Customer Signature/Name
20SE93	

### Power Protection Plan (P3) Customer Responsibilities

The customer is responsible for the performance of regular maintenance services as specified in the "Engine Operator's Guide". Some of these maintenance items are highlighted below

#### **COOLANT**

- Fully formulated Ethylene (EG-based), low silicate antifreeze or coolant must meet ASTM D6210 or TMC RP-329 "Type A" requirements
- Fully formulated Propylene Glycol (PG-based), low silicate antifreeze or coolant must meet ASTM D6210 or TMC RP-330 "Type A" requirements

#### **OTE**

rully formulated antifreeze does not require a dosage of Supplemental Coolant Additive (SCA) at initial use

#### **LUBE OIL**

#### Currently API CJ-4 oils are recommended for use in DDC engine

- Detroit Diesel currently will allow API CI-4 Plus oil having sulfated ash levels of 1 4% or less. See owner's manual for maintenance intervals and changes to the recommend oil.
- Fuel quality is an important factor in obtaining satisfactory engine performance, long engine life, and acceptable exhaust emission levels. In general, fuels meeting the properties of ASTM Standard D.
   975 (grades 1-D and 2-D) have provided satisfactory performance.

#### **LUBE OIL FILTERS**

- Change oil filters at each oil change See owner's manual for maintenance intervals
- It is recommended that Detroit Diesel Power™ filters are used

#### **FUEL FILTERS**

- Change fuel filters at each oil change See owner's manual for maintenance intervals
- It is recommended that Detroit Diesel Power™ filters are used

#### **AIR INLET SYSTEM**

Inspect at each oil change and replace components as necessary

In order to maintain coverage under the Power Protection Plan, the customer must ensure that the maintenance services and requirements specified on this sheet and/or in the Engine Operator's Guide are complied with Any deviations must have prior written approval of Detroit Diesel Corporation

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE EACH



COPY MUST BE INDIVIDUALLY INITIALED BY CUSTOMER.

#### EMPIRE TRUCK SALES, LLC CUSTOMER'S PURCHASE ORDER ("EMPIRE") (PLEASE PRINT) MISSISSIPPI **E**ROOKHAVEN BILOXI NEW TRUCK STOCK # COLUMBUS JACKSON USED TRUCK SALESMAN I FELTON HATTIESBURG MERIDIAN NEW TRLR SALESMAN 2 USED TRLR DATE 6-6-2016 CUSTOMER# SOLD TO. PURCHASER CLAY COUNTY STREET \_ 205 COURT STREET \_\_\_\_ EMAIL ADDRESS CITY WEST POINT STATE MG ZIP 39773 PHONE 662 295 6110 *LIENHOLDER* NAME \_ STREET \_\_\_\_\_ PO BOX \_\_\_\_\_ CITY \_\_\_\_ ZIP \_\_\_\_ LIENHOLDER# STATE UNIT DESCRIPTION ODOMETER 10512 MILES YEAR 2015 MAKE FREL MODEL 114 SD BODY STYLE 6X4 TRACTOR COLOR White CYL 6 FUEL DIESEL GVW 58 000 SERIAL# 1 FUJG3DV5 FHGP2777 USED TRUCK WARRANTY NEW TRUCK WARRANTY CUSTÓMER CHISTOMER TYPE TYPE COVERAGE INITIALS PREMIUM 2000 2YEAR /UN TRANS <u> 2 Year</u> \_ REAR AXLE 2 YEAR AS IS - WHERE IS NO WARRANTY CHASSIS 12 MONTHS DETROIT FA 3-YEAR BASE PRICE DELCO STARTER 3-YEAR 2 FET TOWING 3 SUB TOTAL 12 MONTHS/UN TRADE EQUITY DIFFERENCE 6 SALES TAX S STATE INSP 8 DOT INSP 9 TITLE FEE 10 DOC FEE TRADE ALLOWANCE \$ WARRANTY 11 TRADE PAYOFF 12 TIRE TAX TRADE EQUITY 13 LESS CASH DOWN AMOUNT FINANCED MODEL TRADE INFO MAKE \_\_\_\_ SERIAL NUMBER — NON PAYOFF \$ \_\_\_ GOOD UNTIL \_\_ LIEN HOLDER \_\_ PHYSICAL DAMAGE INSURANCE **GAP INSURANCE** \_\_\_\_ (Initials) W Rejected (Initials) M Rejected ☐ Accepted \_ Customer has read all of the provisions contained herein, understands and agrees that the provisions on the reverse hereof are part of this Purchase Order the same as if they were printed above the Customer's signature including but not limited to the provisions relating to forum selection disclaimer of war anties limitation of liabilities and binding arbitration provisions. Customer hereby acknowledges receipt of a copy of this Furchase Order CUSTOMER'S SECNATURE DATE \_\_

SALES MANAGER \_

DIRA

NO
----

# IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE MOBILE HOME CONTRACT WITH MISSISSIPPI COURT COLLECTION SERVICES

There came on this day for consideration the matter of authorizing the President to execute the Mobile Home Collection Contract with Mississippi Court Collection Services

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize and approve for the President to execute the Mobile Home Collection Contract with Mississippi Court Collection Services as attached hereto as Exhibit A

SO ORDERED this the 9th day of June, 2016

President

#### COUNTY OF CLAY

#### CONTRACT FOR THE COLLECTION OF INDEBTEDNESS OWED TO CLAY COUNTY, MISSISSIPPI

THIS AGREEMENT was made and entered into by and between CLAY COUNTY MISSISSIPPI, (hereinafter referred to as CLAY COUNTY) and MISSISSIPPI COURT COLLECTIONS, INC, (hereinafter described as MCC) for the collection of delimquent mobile home tax indebtedness to CLAY COUNTY Mississippi by and through the Clay County Tax Assessor/Collector For and in consideration of the mutual obligations set forth herein, both parties agree to the following

Purpose of the contract The purpose of this contract shall be the collection of delinquent indebtedness owed by individuals to CLAY COUNTY,

#### 2 **Definitions**

- a <u>Delinquent indebtedness</u> Delinquent indebtedness is any debt owed by an individual, limited liability company, or corporation to CLAY COUNTY, Mississippi, for mobile home taxes that remains unpaid, either in whole or in part, more than ninety (90) days past the date by which payment was to be made or after the date the last payment was made
- b Individual An individual is a person, limited liability company, corporation or other entity who has been assessed an amount due to the county. In cases where amounts have been levied against a group of defendants both jointly and severally, any one of the defendants is an individual for purposes this contract.
- Time for performance of the Contract The time for performance of this contract shall be from the date of entry by both parties until and including December 31, 2019, after which date all collection efforts under this contract shall cease unless and until renewed by CLAY COUNTY However, any fees for collection earned by MCC under the terms of this contract by the close of business on December 31, 2019, shall be payable by CLAY COUNTY

#### 4 Obligations of MCC

- a MCC shall engage in the collection of any delinquent indebtedness owed to CLAY COUNTY using lawful methods and means, however, acting within that restriction, MCC retains the sole right to control and determine the method and means of performing the above services
- b MCC, at its own expense, may employ such assistants as it deems appropriate for the carrying out of this agreement these assistants will be deemed employees of MCC and not employees of CLAY COUNTY for all purposes MCC will be solely responsible for

paying the wages or salary of such assistants as well as any expense attributable to such assistants including income taxes, unemployment insurance, social security taxes, and any other benefit related to employment

- c MCC will provide, at its own expense, any and all equipment, tools, and supplies necessary to perform the above services and will be responsible for all other expenses required for the performance of the above services
- d The entire amount of any cash, checks, and other forms of payment collected or received by MCC shall not be reduced by any collection costs or fees and shall be remitted to the appropriate clerk of CLAY COUNTY, Mississippi, within thirty (30) days of receipt by MCC together with an itemized statement concerning or explaining all funds collected or received
- e MCC shall post a bond or other surety payable to CLAY COUNTY, Mississippi, in the amount of \$100,000 00, which is the amount the Board of Supervisors of CLAY COUNTY deems sufficient for purposes of this contract and in satisfaction of the appropriate statute(s) and Regulations promulgated by the Mississippi State Auditor
- f MCC shall meet all licensing requirements for doing business in the State of Mississippi
- g MCC shall comply with the Official Regulations concerning Contracts with Private Collection Agents established and promulgated by the Mississippi Department of Audit

#### 5 Obligations of CLAY COUNTY

- a CLAY COUNTY shall make available any and all records of its Tax Collector's office necessary for the collection of delinquent indebtedness as defined by this contract
- Once each month, CLAY COUNTY shall provide a complete list of any indebtedness that remains unpaid, either in whole or in part, more than ninety (90) days past the date by which payment was to be made or after the date the last payment was made. The list shall be in digital format if it is possible to make it available for direct entry into a computer database program, if not or if providing the list in digital format is too costly, then the list may be provided in printed format.
- c CLAY COUNTY shall maintain and provide to MCC and to the

Board of Supervisors for CLAY COUNTY an inventory of any payment collected or received by the Tax Collector on any of the accounts where delinquent indebtedness was submitted to MCC for collection not later than the 10th day of the month following the month in which payment was received by the Clerk of the Justice Court

- d Upon receipt of an inventory described in paragraph 5 c above, or upon receipt of an itemized statement described in paragraph 4 d above, CLAY COUNTY shall compensate MCC at the following rates
  - For any amount collected by MCC over the entire period of the contract, CLAY COUNTY shall compensate MCC at the rate of 27% of the amount collected
- e CLAY COUNTY shall pay the compensation due to MCC once a month beginning the first full month after entry of this contract for any amounts due for the previous month
- f CLAY COUNTY shall make all mobile home tax records available to MCC or its authorized representative for audit purposes upon giving of reasonable notice to the Clay County Tax Collector, such disclosure of records to MCC or its authorized representative shall be done in such a manner as to minimize any possible interference with the operation of the Tax Collector's office, yet allow an auditor for MCC to confirm the amounts due MCC. The right of MCC or its authorized representative to audit these records shall continue for one year past the termination of this contract. A copy of the results of the audit shall be provided to CLAY COUNTY
- 6 Other clients MCC reserves the right to perform similar services for other clients

#### 7 <u>Miscellaneous provisions</u>

- a This contract represents the entire agreement by and between the parties and there are no oral or other agreements or understandings between them
- b Each person signing this agreement on behalf of a party warrants that he or she is duly authorized by law or corporate resolution to act on behalf of the party represented
- c Each party shall be responsibe for making such minute entries as is necessary for the legal ratification of this agreement
- d Neither CLAY COUNTY nor any officer or employee of CLAY COUNTY shall be liable, civilly or criminally, for any

wrongful or unlawful act or omission of MCC or of any employee or representative of MCC

- e This contract is governed by and subject to the laws of the State of Mississippi
- If part of this Agreement shall be held to be unenforceable, this agreement shall be construed as if it never contained the unenforceable part
- g Either party's waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision

ENTERED on behalf of MISSISSIPPI COURT COLLECTIONS, INC , by Michael P  $\;$  Guest, President

ENTERED on behalf of CLAY COUNTY, MISSISSIPPI, by the members of the Board of Supervisors of CLAY COUNTY, Mississippi

THIS, theday of	<u>ine</u> ,2016
CLAY COUNTY, MISSISSIPPI'''	MISSISSIPPI COURT COLLECTIONS, INC
Board President	Michael P Guest, MCC President
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NO
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#### IN THE MATTER OF AUTHORIZING TO SHRED SURRENDERED CAR TAGS

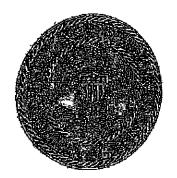
There came on this day for consideration the matter of authorizing to shred surrendered car tags

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

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize the destroying of the old surrendered car tags as certified by the Tax Assessor/Collector as attached hereto as Exhibit A

SO ORDERED this the 9th day of June, 2016

President



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

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Paige Lamkin Tax Assessor/Collector							
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NO	

#### IN THE MATTER OF TABLING THE JUSTICE COURT COLLECTION CONTRACT

There came on this day for consideration the matter of tabling the Justice Court Collection Contract

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to table the Justice Court Collection Contract as attached hereto as Exhibit A until the Board Attorney has an opportunity to get with the County Prosecutor for Justice Court

SO ORDERED this the 9th day of June, 2016

President



#### **COLLECTION SERVICES AGREEMENT**

This Collection Services Agreement (hereinafter the "Agreement") is entered into and effective on this the 1st day of April, 2016 by and between Clay County Board of Supervisors, (hereinafter "Client") and Gila LLC d/b/a Municipal Services Bureau (hereinafter "MSB") The Client and MSB are sometimes collectively referred to herein as the "Parties"

#### -RECITALS-

Whereas, pursuant to Mississippi law, the Client desires to engage the services of a collection agency or a private attorney to collect any fine or installment of a fine, and

Whereas, the Client, upon evaluation of various collection services utilized by the Client in the State of Mississippi and in accordance with Mississippi Code Ann 21-17-1(6) does hereby retain the Consultant to furnish collection services for all court related collections

#### 1 General Requirements

- A **Scope** Collection Services are sought by the Client for delinquent accounts owed by violators or defendants (hereinafter "Debtor") for justice court fines and court costs and related collections Collection Services are sought by the Client for delinquent garbage fees
- B Initial Transmission Initial transmission of information to MSB from the Client will include dates to be determined and agreed upon by the Client and MSB
- C **Data Format** Format for information transmitted by the Client and information transmitted by MSB to the Client should be in the agreed format
- D Information Communicated to Debtor The Client may review and provide comments regarding the content of all written collection notices to Debtors MSB shall remain solely responsible for including debt collection language required by State and Federal law on all written notices and verbal communications
- E Transmission of Payments by MSB MSB will electronically remit all full and partial payment information in the agreed format (see Article 2) once payment is received and verified Payment information totals on the statement must match the ACH transactions to the Client's bank account or by payment in the form of a check MSB will retain the collection fee on those accounts paid (see Article 2) and report this amount with the payment information. In addition, MSB will be required to report the most recent mailing address of the Debtor and include this information in the daily transmission to the Client.

COLLECTION SERVICES AGREEMENT

- F Client Warranties Client warrants that each account placed with MSB is legally owed and collectible in the jurisdiction at issue
- 2 **Compensation** MSB's total compensation (the "Fee") for services rendered hereunder shall be the collection fee authorized in accordance with the governing jurisdiction
  - A Subject to the terms hereof, Client shall collect the fees associated with the collection of these accounts, if they are allowable fees in the jurisdiction where MSB will collect said fees, and in no case to exceed the fees permitted by Mississippi law
    - 1 Be in addition to any Client-related collection fees and costs owed by the defendant/debtor,
    - 2 Represent a pre-established legally allowable percentage equal to 18% of related collections from Mississippi resident accounts referred to MSB, and equal to 32% of related collections from foreign resident accounts pursuant to Mississippi Code Ann 19-3-41(2), hereinafter "MSB's Fee," unless otherwise barred by applicable state or federal law For purposes of determining the total amount owed the client for delinquent accounts it is anticipated that the client shall charge the statutorily authorized delinquent fee of 25% for in-state debtors and 50% fee for out-of state debtors as described in Mississippi Code Ann 19-3-41(2) The total amount required to be paid by the debtor will be the original fine, fee, or assessment plus the additional delinquent fee Satisfaction of the debt will not be accomplished until the entire debt is paid in full
    - 3 Represent all services performed by MSB, including but not limited to, all expenses incurred by MSB for its collection processes, and
    - 4 Be considered a monetary obligation owed by the Debtor to Client, and shall under no circumstances be deemed an obligation of MSB (MSB's Fee being due from Client to MSB)
  - B MSB's Fee shall be allocated and paid to MSB as follows
    - On receipt of payment in full, MSB shall remit the entire amount collected to the client. Following remittance to the Client, MSB shall submit an invoice of MSB's Fee due to MSB.
    - On partial payments received from a Debtor the payments shall be distributed at 100% to the Client Following remittance to the Client, MSB shall submit an invoice of the MSB's Fee due to MSB
    - 3 Client shall remit MSB's Fee within 30 days of receipt
- 3 Assignment The assignment hereunder of delinquent accounts by the Client to MSB is a limited, conditional, revocable assignment As such, the Client retains full authority to

revoke any account assignments at any time during the collection process in accordance with the conditions set forth in this Agreement

#### 4 Revocation of Assignment - Conditions

- A Without Cause No Monies Yet Paid to MSB On accounts for which no money has been paid to MSB, the Client may in his sole discretion and without cause, revoke the assignment of an account by providing written notice pursuant to (Article 12 Paragraph L) of this Agreement titled "Notices" Upon receipt by MSB of Client notice of revocation of account assignment, MSB shall promptly
  - 1 Cease all collection efforts on the revoked account,
  - 2 Not retain any subsequent payments on that account,
  - 3 Not change or require the Client or Debtor to pay any collection fee(s) on the revoked account, and
  - 4 Return the account to the Client
- B For Cause Erroneous Assignment or Client Action Any error in data transmitted by the Client may result in revocation of an assignment. In addition, if the Client takes action resulting in dismissal of the debt, or takes other action for which the Client deems account revocation becomes necessary, the assignment will be revoked Further, Client shall send written notice pursuant to (Article 11, Paragraph L) of this Agreement titled "Notices". Upon receipt by MSB of Client's notice of revocation of account assignment, MSB shall promptly
  - 1 Cease all collection efforts on the revoked account,
  - 2 Not continue to retain any subsequent payments on that account,
  - 3 Return the account to the Client, and
  - 4 Not charge or require the Debtor to pay any collection fee(s) on the revoked account, and return to the payor all momes, if any, retained by MSB as its collection fee or any part thereof. However, the Client shall be responsible for returning to payor all momes, if any, transmitted to the Client by MSB for payment of financial obligations contained in this Agreement where appropriate
  - Any unpaid collection fee amount due to MSB from Client may be charged a late charge of one and one-half (1½) percent per month. This charge would automatically be computed beginning on the thirty-first (31st) day after the payment is due. Any unpaid remittances aging 90 days or greater may be offset from current months payments received, unless otherwise mutually agreed upon by both parties.
  - Further, MSB reserves the right to return the account to Client for litigation or regulatory purposes

#### 5 Direct Payment to the Client

A Once MSB has received an account, the Client shall direct any debtor to MSB to remit payment. If a debtor attempts to make payment at an office of the Client, the

COLLECTION SERVICES AGREEMENT

Client shall collect the total balance due, including legally allowable fees and shall remit payment of MSB's Fee within 30 days of receipt

#### 6 Records Management

- A MSB understands that the information pertaining to delinquent Debtors, which MSB will receive from the Client, is part of a debt collection record, and will permit access to such debt collection records only in accordance with applicable municipal, state, federal laws, statutes and codes pertaining to the debt collection industry governing said records. Client understands access to debt collection records may be compelled for inspection by state and federal debt collection regulators and that the force and timing of such compulsion may vary by jurisdiction. Further, MSB represents that it neither asserts nor retains any proprietary or other interest in any of such information received hereunder. MSB further understands that the Client remains the official custodian of these records.
- B MSB recognizes that integrity of the records to which its employees, agents and subcontractors will have access under this Agreement is of paramount importance Accordingly, MSB ensures that its employees, agents and subcontractors will not do anything to destroy, alter or compromise the records transferred to it by the Client
- C MSB shall maintain and retain all books, records, data via hardcopy or in electronic files and other related and relevant documentation related to this Agreement and the services performed hereunder for a minimum of three (3) years after the expiration of this Agreement or for as long as required by municipal, state, federal laws, statutes and codes that govern the debt collection industry within the applicable jurisdiction MSB shall make such records available to Client during regular business hours for inspection and copying

#### 7 Indemnification

- A MSB agrees to indemnify, defend and save the Client harmless from and against any and all claims, demands, damages, liabilities and costs incurred by the Client, including reasonable attorney's fees arising out of the willful or gross negligence of MSB or its employees during the performance of its duties required pursuant to this Agreement
- B The indemnified party shall be permitted to participate in the defense and settlement of any lawsuit at no cost to the indemnified party. The indemnified party may retain, in its sole discretion and at its expense, separate counsel to represent the indemnified party. In the event of any conflict of interest necessitating separate defense counsel for the indemnified party and the indemnifying party, the indemnifying party shall remain responsible for payment of all reasonable fees and costs of the law firm representing the indemnified party, the indemnified and indemnifying parties shall agree to a mutually acceptable billing arrangement for such law firm. The indemnified party shall not compromise or settle any such claim or litigation without the prior written consent of the indemnifying party, which

COLLECTION SERVICES AGREEMENT

consent will not be unreasonable withheld, provided, however, that if the indemnified party shall have any potential liability with respect to, or may be adversely affected by, such claim or litigation, the indemnifying party shall not settle or compromise such claim or litigation without the prior written consent of the indemnified party

- 8 Insurance Requirements For all periods during which this Agreement is in effect, MSB shall maintain insurance coverage in the forms and minimum coverage amounts set forth below
  - A Errors and Omissions/Professional Liability Coverage must be afforded under an "occurrence" form policy or "claims made" form in limits not less than \$1,000,000 00. It is required that "Errors and Omissions/Professional Liability" Insurance coverage be provided for all acts and omissions that occur during the term of the Collection Services Agreement. If this coverage is written on a "claims made" form, proof of extended reporting period coverage is required.
  - B Commercial General Liability Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, for limits not less than \$500,000/general aggregate \$500,000/products completed operations (aggregate) \$500,000/personal injury-advertising liability, \$500,000/each occurrence, \$25,000/fire damage legal, \$5,000 medical payments Coverage at the herein-specified limits for tort claims shall include, but not be limited to, personal injury or property damage/loss related to libel, false arrest and slander
  - C Certificate of Insurance Certificates of all insurance required from MSB shall be filed with the Client as the certificate holder, before operations are commenced. The insurance indicated on the certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability and expiration dates.
  - MSB shall provide to the Client a certificate of Insurance naming the Client as additional named insured for the Commercial General Liability coverage. If the certificate of insurance is cancelled MSB will notify the Client within forty-five (45) days from the notice of cancellation. The certificate should also indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form, the certificate will show a retroactive date, which shall be the same date of this Collection Services Agreement.
  - E If the initial insurance expires prior to the completion of the work, renewal certificates and/or required copies of policies shall be furnished by MSB to the Client within tairty (30) days of coverage expiration

#### 9 Effective Date, Initial Term & Extended Terms

A Effective Date This Agreement shall become effective on the day and year as

**COLLECTION SERVICES AGREEMENT** 

specified above or upon execution of both parties

- **B** Initial Term The initial term of this Agreement shall be for a period commencing with the Effective Date and continue through March 31, 2017
- C <u>Subsequent Extensions</u> At the expiration of the Initial Term, if this Agreement is in full force and the parties have performed all terms and conditions thereof, and provided the Client has not given prior written notice to Consultant of its intention not to extend this Agreement, this Agreement shall be automatically extended upon the same terms and conditions as herein provided, for successive one (1) year terms until notice of termination or non-renewal is given as provided in this Agreement Consultant agrees to give the Client ninety (90) days' notice prior to the renewal
- C Additional 120-Day Collection Period In the event of such termination, MSB may continue collection activity on previously assigned accounts for a period of 120 days from receipt of Client's notice of termination
- E Ongoing Procedures and Reports All procedures for money transmittal and reports related to these accounts shall remain operative
  - a During this 120 day period, and
  - b For all times subsequent to the expiration of this 120 day period in the event MSB receives post-termination payments
- F Expiration of 120-Day Period Upon the expiration of this 120 day period, MSB shall
  - a Cease all collection efforts and no longer be due collection fees on accounts assigned as a result of this Agreement,
  - b Forward to the Client any monies received at that time for accounts which had been assigned hereunder,
  - c Forward to the Client any monies received subsequently for accounts which had been assigned hereunder, and
  - d Return to the Client all assigned accounts
- G Final Accounting Within 30 days following the expiration of this 120 day period, MSB shall submit to the Client a final accounting of all assigned accounts for which a balance remains due
- H Under no circumstances will any damages be paid as a result of termination hereunder
- 10 **Breach** The failure of either party to comply with any provision of this Agreement shall place that party in breach
  - A Notice In the event of a breach of a material term of the Agreement by either party, the non-breaching party shall notify the breaching party in writing. Such notification shall make specific reference to the event, act or omission, which gave rise to the breach, as well as the provision of this Agreement to which such default

pertains

- B Cure The breaching party shall be given seven (7) business days from receipt of such notification in which to cure the breach of this Agreement
- C **Termination** If the breach is not cured within the allotted time, the notifying party may terminate this Agreement. In the event of such termination, the provisions of Article 10 of this Agreement shall be followed.
- D Non-waiver of Rights The failure of either party to exercise any right hereunder shall not be considered a waiver of such right in the event of any additional breach or noncompliance with the terms of this Agreement

#### 11 Miscellaneous Provisions

- A ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY This Agreement supersedes all previous agreements, communications and understandings, oral or written, between the parties with respect to the subject hereof, except to the extent incorporated herein
- B **Amendments** The provisions of this Agreement may not be amended, supplemented, waived or changed orally Amendments, supplements, changes and waivers shall be deemed effective and binding only if accomplished by a written instrument signed by both parties hereto
- C Assignment No party may assign its duties or obligations under this Agreement, without written consent of the other party, to any person or entity, in whole or in part. In the event of an agreed-upon assignment, the parties understand that MSB shall remain hable for performance of the contractual provisions of this Agreement.
- D Authority The parties have all necessary legal capacity, right, power and authority to enter into, execute, deliver and be bound by this Agreement
- E Compliance with Laws MSB shall comply with all applicable Federal and State laws, ordinances, regulations and requirements applicable to the work contemplated by this Agreement MSB is familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work hereunder
- F Compromise and Settlement MSB shall not compromise or settle any delinquent account for less than the full amount owed or enter into installment payment plans with Debtors unless otherwise directed in writing by the Client If MSB receives only a portion of the debt due, it shall promptly remit upon request such partial payment to the Client in accordance with Article 3 of this Agreement
- G Expenses Unless otherwise provided for in this Agreement, any expenses incurred by MSB, its employees, agents, and subcontractors including but not limited to air

- or other travel fare, automobile travel mileage, and food and lodging expenses are the responsibility of MSB
- H Governing Law This Agreement and all transactions contemplated by this Agreement and all Exhibits thereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi
- I No Legal Actions There is no demand, claim, suit, action, arbitration or other proceeding pending or threatened (or for which any basis exists) that in any way questions or jeopardizes (or could question or jeopardize) the ability of either party to enter to this Agreement or perform any of said party's obligations hereunder
- J No Waiver The failure or delay of either party at any time to require performance by the other of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement
- K Performance The parties' execution and delivery of this Agreement and performance by each party of said party's respective obligations under this Agreement do not breach, and will not result in a breach or violation of, any agreement, lien, security interest or understanding or obligation to which said party is a party or by which said party is bound
- L **Notices** All notices, requests and other communications required under this Agreement shall be in writing and shall be faxed or mailed to the following

#### **CLIENT**

Clay County, Mississippi Attn Harriett Bragg, Justice Court Clerk 218 W Broad Street West Point, MS 39773

#### **GILA**

Gıla LLC
Attn Jordan Freytag
8325 Tuscany Way, Bldg 4
Austın, Texas 78759
By Facsımıle (512) 371-9995

- M Permits Laws & Regulations MSB shall obtain and pay for all necessary permits, permit application fees, licenses or any other fees required
- N Relationship of Parties In the performance of this Agreement, MSB will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the Client MSB shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by MSB in the full performance of this Agreement Neither MSB nor any of its employees, officers, agents or any other individual directed to act on behalf of MSB for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the employee of the Client

**COLLECTION SERVICES AGREEMENT** 

- O Severability If any provision of this Agreement or any other agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible
- P Subcontractors Other than routine business functions (i.e., MSB's letter vendor), Consultant shall not subcontract, in whole or in part, its duties or obligations under this Agreement without prior written consent of the Client. In the event of an agreed-upon subcontract, the parties understand that Consultant shall remain liable for performance of the contractual provisions of this Agreement.
- Q FORCE MAJEURE Neither party shall be liable for any failure or delay in performance under this Agreement, other than for delay in the payment of money due and payable hereunder, to the extent said failures or delays are proximately caused by causes beyond the party's reasonable control and occurring without its fault or negligence including but not limited to, failure to perform any term or condition of the Agreement as a result of acts of civil or military authorities, national emergencies, acts of God, insurrection, and war, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon, and provided the party experiencing difficulty provide, formulates and implements an interim plan of service or plan to resume its performance of the Agreement, and provided that the party experiencing the difficulty provides dates by which performance obligations are scheduled to be resumed and met

IN WITNESS WHEREOF, the parties have caused this Collection Services Agreement between the Client and Gila LLC d/b/a Municipal Services Bureau to be executed for the uses and purposes therein expressed on the day and year first above-written

CLAY COUNTY, MISSISSIPPI	GILA LLC
Ву	Ву
Name	Name Bruce Cummings
Title	Title Chief Executive Officer

COLLECTION SERVICES AGREEMENT

NO		

#### IN THE MATTER OF DETERMINING THE SUFFICIENCY OF PETITION OF CANDIDATE FOR THE GENERAL ELECTION RUNNING FOR THE CLAY COUNTY MISSISSIPPI ELECTION COMMISSIONER SEAT FOR DISTRICT FIVE

There came on this day for consideration the matter of determining the sufficiency of petition of candidate for the General Election running for the Clay County Mississippi Election Commissioner Seat for District five

It appears to this Board one (1) petition has been timely filed with the Clerk of the Board of Supervisors for candidates running in the General Election to be held on November 8, 2016 for the Clay County Mississippi Election Commissioner Seat for District Five, to wit

#### 1 District Five

Joyce M Washington

After determining that the petition is sufficient and that the candidate has all the required number of signatures, as verified and certified by the Circuit Clerk, the President of this Board does hereby verify that the candidate is a resident of the Supervisor's District in which she is seeking election, and that the candidate is otherwise qualified as provided by law

Mr Deanes moved to approve of the said candidate and the motion was seconded by Mr Horton. The motion was called to a vote with the motion passing unanimously by all Supervisors voting affirmatively.

This Board doth further order for the Clerk of the Board to furnish a certified copy of this order to the Secretary of the County Election Commission and have the name of the candidate placed upon the ballot for the General Election to be held, Tuesday, November 8, 2016

SO ORDERED this the 9th day of June, 2016

NCERY CLERK

PRESIDENT

ATTEST

#### STATE OF MISSISSIPPI

#### **COUNTY OF CLAY**

I, Robert D Harrell, Jr , Circuit Clerk and Registrar of said County of Clay, do certify that the Foregoing petition contains the names of 56 qualified electors in the Candidate for Election Commissioner District 5

Given under my hand and official seal of office, this 6<sup>th</sup> day of June, 2016

Robert D Harrell, Jr

Circuit Clerk and Registrar



# Qualifying Statement of Intent CANDIDATE FOR ELECTION COMMISSIONER

I,	Je	yce M.	Washingto	on_	
I, Duce M. Washington (Please print name, as it will appear on the beliet)					
a qualified ele	ector of the County of _	Cla	9	, State of Mississippi,	
do hereby dec	lare my candidacy for the	ne office of COUN	ITY ELECTION CO	OMMISSIONER,	
<u>5</u>	District, at the General	Election to be hele	ion Nov	(Date of General)	
In accordance	with Miss Code Ann				
Democ	watic, , which sh	all appear by my r	name on the official	ballot	
Name Mash	ington Joya	Ce M Middle	Date of Burtl	h / 13 / 1954 Month Day Year	
Mailing Address	P. O. Bo.	1852	West Par	int MS 39723 Zip Code	
Street Address	834 Griffi	a St U	Vest Point	Ms 39723	
Phone Number (	663) 295-87	Emai	1 Address Joyce	zip Code Washing ton la att. net	
I hereby	certify that (mark as	applicable)		•	
<del></del>	I have never been con a crime punishable by	•		nfamous crime, being defined as	
9	I have never been con nor of a crime in the c December 8, 1992, as	ourt of another s	tate which is a feloi	ny in this state, after	
9-	I meet all constitution said office	al, statutory and	other legal require	ments to hold	
Signature of Cano	didate Que	In Wan	henton	6316	
Received by	<u> </u>			Date	
	Signature	Tr	tle	Date	
				INTERNAL OFFICE USE STMNT OF INT W SIG PETITION W CERT	

DATE STAMP



# Candidate Petition **Election Commissioner**

	TO THE BOARD OF SUPERVISORS of	L Eug County
	We the undersigned qualified electors of	District 5
	State of Mississippi, hereby petition that the name of	rict name and number, as applycable) CEN, WASh in a 10 17 be
		on to be held on
	as a candidate for the office of General/Special) 5 E/	Ection Communicalis
1	SIGNATURE Charles Washington	Printed Name Charles Washington
	Address 8/1 (1) ond Ave	Precinct S (1) 3
$\int_{2}$	SIGNATURE & DEVO & MOREL	Printed Name Dor o Hay V. Marro
/	Address 811 MgOof Cay WRJ Pater	Precinct SWP
/ 3	SIGNAT- Contray Hospine	rimted Na ine Corting Hoskins
	Address 811 Wand Gill	Precinct
<b>/</b> 4	SIGNATURE SIGNATURE	Printed Name Audrea More
,	Address 811 Wood HVENUR	Precinct 5 W. P
5	SIGNATURE (Shorela Wash )	Printed Name Lashonda Washington
	Address 834 Griffin Street, WP	Precinct SWP
6	SIGNATURE Tarran Wathinglan	Printed Name Partninahington
,	Address 834 Griff 1 St	Precinct SWF
<b>1</b> 7	SIGNATURE MALO	Printed Name Show MUCIC
/	Address 448 E BYANLE MVP.	Precinct SWP
√a	SIGNATURE RONN Terrole	Printed Name Konnie Temple
	Address 50 4 MEC/4/IAN STEET	Precinct SWP
9	SEGNATURE HEY UN	Printed Name Gerly Ewell
/	Address 602 Smith ST	Precinat SUL
10	SIGNATURE COURTER BULL	Printed Name Jeannotte Bell
	Address 788 MAA BOOK!! Kd	PrecinctSNY

Copy this form for succeeding pages

The appropriate county registrar must certify signatures on this form.

The opening paragraph of each page of signatures MUST include

(1) The name of the candidate,

(2) office sought AND



# Candidate Petition **Election Commissioner**

	TO THE BOARD OF SUPERVISORS of	Clay	County•
	We the undersigned qualified electors of	District 5	
	State of Mississippi, hereby petition that the name of	ny/District name and number of applicable) XICE M. WASHINGTON	<u> </u> be
	placed upon the ballot of the Septeral	election to be held on	,20 <u>/ (/</u>
		MN 55 10 NE r hi and District if applicable)	
7			
$\int_{1}$	SIGNATURE (PLACE GUZMEN)	Printed Name UCSTICO	Barnes
•	Address 470 Wallauo 155+		
$\int_{2}$	SIGNATURE KULLUMPA	Printed Name Katie	Bornes
/	Address 4 CO VVATCY (NUYKS 27	Precinct V	
	SIGNATURE BROWN WOOD W.	Printed Name Cavis 1	Nosley
13	Address 322 KILDUIN Street	Precinct 5UP	TUSIC4
	Digues		Modh
/4	SIGNATURE LUNGER MOUTHERS	Printed Name	Matheus
	Address DZ 4 KILBURALST WY	Precinct 9 0 P	<u> </u>
<b>5</b>	SIGNATURE Conthic RMathers	Printed Name	25, Mathews
/	Address 3240 Kilburn 5+	Precinct5 WP	
<b>V</b> 6	SIGNATURE MICHAEL DOUBLESS	Printed Name Mar 1	Maridson
	(1)	GAL	Tours
7	SIGNATURE CALL CONTROL OF THE CALL CONTROL OF	Printed Name V(16/7)	1025
	Address TH GIZIFM NI STVE EY	Precinct SWH	
8	SIGNATURE Alan Dols 5	_ Printed Name _ + G	5 <u>5</u>
	Address 911 Griffind 3 Frage	Precinct SWAY	<u>//</u>
19	SIGNATURE MOTIMIN Length	Printed Name Popn/e	Tample
	Address 50 4 MICC /4/WW SI	Precinct	1/4N -31.
10	SIGNATURE AND MALE	_ Printed Name	Empl
	Address 002 Shill S	Precinct 5/1	

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The opening paragraph of each page of signatures MUST include

(1) The name of the candidate,

(2) office sought AND



## Delbert Hosemann Secretary of State

# Candidate Petition **Election Commissioner**

	TO THE BOARD OF SUPERVISORS of	E4 County
	We the undersigned qualified electors of	District 5
	(County/Distr	ct name and mamber as applicable)
	State of Mississippi, hereby petition that the name of Jou	
	placed upon the ballot of the General/Special) election	n to be held on
	as a candidate for the office of Election from	sioner-District 5
	(Office saught and D	nstrict (f applicable)
	$\rho_{A}$ . $\rho^{*}$	5 ,
<b>√</b> ₁.	SIGNATURE BULLA da Pruce	Printed Name Belinda Kice
`/	Address 150 W Crones St	Precinct 5WP
	-1 11 00	
$\int 2$	SIGNATURE CU FIRE COMPANIE	Printed Name
•	Address 840 Crownell ST	Precinct 840 common 57
	4	
<b>7</b> 3	SIGNATURE DULLING	Printed Name <u>GWEN DOSS</u>
•	Address 911 Griffin Street	PrecinctSUP
	()1 6 6	. 10
1	SIGNATURE CHANGE TO SE	Printed Name <u>Claub</u> DODO
	Address 911 Gruffin Street	Precinct
	Al	a.ll.
5	SIGNATURE VILLEN A JULE	Printed Name Ode55 7 4312
,	Address 00. Box 1639 WD M3 37773	Precinct
	The 11.1	Manlag 1/2/0
√ 6	SIGNATURE / WITH IN THE	Printed Name ////////////////////////////////////
	Address (4) Took 1631 White	Predict South wp
	This Wich St	Theresa W. Chandler
√7	SIGNATURE TURBOU PAULE	Printed Name INCIESA VV. Chowal &
	Address 41 7 May Twp	Precinct South WP
	Cat Chall	2 11 11 16
<b>√</b> 8	SIGNATURE TO THE TOTAL TO THE TOTAL	Printed Name Cycle C. Chandle
	Address / // Mayku fluct	Precinct South West West
	SIGNATURE Sorry B. Stafford	Printed Name LARRY B, STAFFORD
<b>√</b> 9		
/	Address 56/E Churchill Rd W.P.	Precinct 5047H W, P,
/	Kallag, Walk Inaton	Printed Name Kailer Washington
√ 10	SIGNATURE ( MANY VIVI)	( ) I A I I P
	Address VI TITIN VT	Precinct

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The appropriate county registrar must certify signatures on this form
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(1) The name of the candidate,

(2) office sought, AND

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# Candidate Petition **Election Commissioner**

Γ	TO THE BOARD OF SUPERVISORS of	County
1	We, the undersigned qualified electors of	District 5
	State of Mississippi, hereby petition that the name of Day Ce	not name and number, as applicable) - N [1]45N(1,977) be
		n to be held on <u>Nov 8</u> 20 <u>16</u>
	as a candidate for the office of Election (Office sought and D	DISTRICT 5  District of applicable)
<b>₹</b> 1	SIGNATURE MARA Aussting	Printed Name Dana Armstring
•/	Address 925 Moeley and	Precinct $3w\rho$
$\int_{2}$	SIGNATURE ANNIE L. MOSTE	Printed Name auxi L. more
•	Address THE BELLWING CINCK	Precinct 905 the Wine
<b>3</b>	SIGNATURE HAZEL SUNTINA ham	Printed Name Dullumgan
_	Address 9050050124 BVENUE WENG	Precinct S. 4/P.
/ <sub>4</sub>	SIGNATURE Learge Downson	Printed Name Beone DeventorT
	Address 702 M Couldlell AV.	Precenct SWP
5	SIGNATURE Sati Saloma marble	Printed Name Saliama Marble
	Address 910 moseley or	Precunct
6	SIGNATURE Chang Fore	Printed Name Canary Cane
	Address 120 Mt Selen One	Precinct & W 10 /
/1	SIGNATURE TUSSE (annon	Printed Name BCSSie Cannon
	Address 437 Mayhew Street	Precinct SWP
/8	SIGNATURE CUTTED Capron	Printed Name Cutton Connon
	Address 137 Mayhew Street	Precinct SWF
9	SIGNATURE SELF SUMMERS AND SELF SIGNATURE SELF SELF SELF SELF SELF SELF SELF SEL	Printed Name Jack Gunting Iam Precinct Swp
/	Address 17 S MOTHEN WE WE	
10	SIGNATURE NOOMS COME	Printed Name HANNAY CHIEF
	Address NO WCOOL CALL	Preding

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The opening paragraph of each page of signatures MUST include

(1) The name of the candidate,

(2) office sought AND

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# Candidate Petition **Election Commissioner**

	TO THE BOARD OF SUPERVISORS of	2y	_ County
	We, the undersigned qualified electors of	Strict 5	
	State of Mississippi hereby petition that the name of Jou	rici name and number as applicable)	bc
	placed upon the ballot of theSeneral_electron	on to be held on NOV 8	,20 <u>16</u>
Į L	as a candidate for the office of Election (Office sough) and	District of applicable)	_
$\int_{1}$	SIGNATURE Dorothy Calvert	Printed Name Dorothy C	-alvert
,	Address 338 Kilbur St	Precinct	
$\sqrt{2}$	SIGNATURE Velinda Caluat	Printed Name Value de	( ly ty
	Address 338 Kilburu St	Precinct 25	
1 3 m	SIGNATURE	Printed Name Star Dan	dson
	Address 1/05mm St.	Precinct SWP	<del></del>
/4	SIGNATURE Yhoha Davilon	Printed Name Undra Dad	dson
•	Address 710 Smith St	Precinct Sur	
5	SIGNATURE South It Danden	Printed Name 494305	<u>53</u>
	Address 710 smith St	Predict Sup	
6	SIGNATURE Anna Quina	Printed Name Hrace Out	<u> </u>
	Address 613 Cromwell St	Precinct SWP	<del></del>
1	SIGNATURE BARAGOID MOORE	Printed Name Dadford IV	bace
	Address 81 Wood ail	Precinct SUP	
<b>7</b> 8	SIGNATURE LOO Melake	Printed Name Loe Methe	r
Ü	Address 904 Meadelinfull Road	Precenct SWP	
9	SIGNATURE TON MEASTY WASTING	Printed Name	1 Armstrong
	Address The Grand Control of the Con	Predict State 1	<del></del>
√ 10	Address 522 March By Con	Precinct 5WP	<u> </u>

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The opening paragraph of each page of signatures MUST include

(1) The name of the candidate,

(2) office sought AND



# Candidate Petition **Election Commissioner**

Γ	TO THE BOARD OF SUPERVISORS of	County
	We, the undersigned qualified electors of Claus	District 5
	State of Mississippi, hereby petition that the name of Journal	ict name and number as applicable) 2 M Washing TOU be
	placed upon the ballot of the	n to be held on 100 8 , 2016
		15Sioner District 5 istrict, if applicable)
1	Ad Ola	
1	SIGNATURE MAY WELL	Printed Name Marx Allen
	Address DNH F	Precinct S/177
<b>/</b> 2	SIGNATURE Paulindia On	Printed Name Paulle dea Om
	Address 8/7 Wood Olling	Precinct SW
3	SIGNATURE HONOCHOM OM	Printed Name Jonathan Orr
	Address 817 Wood alienne	Precinct 3 W T
/4	SIGNATURE MARCETT JOHNSON	Printed Name Morroell formiso
	Address (15 Smi The St.	Precinct S
5	SIGNATURE JUSTICE PO	Printed Name Mea Temple
	Address OU LIVE TOW.	Precinct
6	SIGNATURE for himmer	Printed Name JACK CHININGHAM
	Address for the land	Precinct 5 Car St
7	SIGNATURE DE LE	Printed Name H 23 & A Company
	Address O Unopely Hove	Precinct Surf
8	SIGNATURE Canan Dane	Printed Name Can ox 4 D. Cane
Ů	Address 820 Moselly Auce	Precinct SWP
9	SIGNATURE Saloma Morsale	Printed Name Saboman MARble
J	Address 716 mosely are well	Precinct S W P
10	SIGNATURE Janne Must	Printed Name annia Myles
V	Address 911 Mosely Ave	PreanctSUP
	$\mathcal{O}$	,
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(1) The name of the candidate,
(2) office sought AND



# Candidate Petition **Election Commissioner**

Clay

	TO THE BOARD OF SUPERVISORS of	ay	County
	We, the undersigned qualified electors of	NOTUCE 5 ct name and number jas applicable)	
	State of Mississippi, hereby petition that the name of Jouce	M. Naskington	be
•		to be held on Nov 8	20 <u>/ 6</u> .
	as a candidate for the office of	Sioner Histrict :	
1	SIGNATURE D'ME Washinton Address 834 Jon Hen St, West Point	Printed Name Jayce Precinct SWP	Washington
$\sqrt{2}$	SIGNATURE Brandon & Coggns	Printed Name Brandon Precinct SWP	Scoggin
<b>?</b> 3	SIGNATURE Athrony St.	Printed Name Johnmy Precinct SWP	Robinson
/.	SIGNATURE Clara & Robinson Address 562 Smith St	Printed Name Clara ) Precinct SWP	Probinson
5	SIGNATURE CONT Partie	Printed Name EANNEST Precinct SWP	Parkersh
<b>\</b>	SIGNATURE LAWOOD PORTHET SK Address_ 719 Col hour 5t	Printed Name FAFY/S+	Purviersh
\frac{7}{7}	SIGNATURE KINATA VALUE Address 60 MCCEllan Studtos		ngs Southwest P
y/8	SIGNATURE BOWLAN-MICHELO Address 60 MC College	Printed Name Dar Day Precinct SwP	amiterell
9	SKINATURE	Printed Name	
	Address	Precinct	
10	SIGNATURE	Printed Name	
	Address	Precinct	

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The opening paragraph of each page of signatures MUST include

(1) The name of the candidate,

(2) office sought AND

NO	
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## IN THE MATTER OF APPROVING THE GOLDEN TRIANGLE ADVISORY BOARD FOR CLAY COUNTY FOR YEAR 2016

There came on this day for consideration the matter of approving the Golden Triangle Advisory Board for Clay County for year 2016

After motion by Luke Lummus and second by Lynn Horton this board doth vote unanimously to authorize and approve of the Golden Triangle Planning and Development Advisory Board for year 2016 as attached hereto as Exhibit A

SO ORDERED this the 9<sup>th</sup> day of June, 2016

CLAY COUNTY ADV LIST DISTRICT 1	MR LYNN HORTON 1695 BARTON FERRY ROAD WEST POINT MS 39773	MR JOHN C HARRIS 4942 CONCORD ROAD WEST POINT MS 39773
MR C M MILLER	MS SADIE SWIFT	MR KARL GIBBS
3136 DOUBLAS LAKE	5366 RC ROAD	5543 GEORGE WALKER RD
WFST POINT MS 39773	WEST POINT MS 39773	WEST POINT MS 39773
DISTRICT 2	MR LUKE LUMMUS 720 LUMMAS ROAD WEST POINT MS 39773	MR RAY MILLARD III 1744 E CHURCHILL RD WEST POINT MS 39773
MR JOE B AMOS	MR TOMMY BRYAN	MS LAFRANCES BOYD
6143 JOE B AMOS DRIVE	P O BOX 1234	P O BOX 1723
WEST POINT MS 39773	WEST POINT MS 39773	WEST POINT MS 39773
DISTRICT 3	MR NEAL COKER 950 HAMLIN ROAD WEST POINT MS 39773	MRS MARY LFF RISH 1034 MHOON VALLEY RD WEST POINT MS 39773
MRS DEBORAH MYERS	MR PAUL VICKERS JR	MR R B DAVIS
12968 JOE MYERS ROAD	6600 VICKERS ROAD	734 HAMLIN ROAD
CEDAR BLUFF MS 39741	WEST POINT MS 39773	WEST POINT MS 39773
DISTRICT 4	MR EDDIE LEE BINDI R 8434 BAKER ROAD PRAIRIE MS 39756	MR HOMLR RYLAND 213 STONEWALL STREFT WEST POIN ( MS 59773
MS SAWANA WALKER	MR SHERMAN IVY	MR SHELTON DFANES
10391 CCC LINE ROAD	1344 MOON HEARD ROAD	11555 WEBBFR ROAD
PRAIRIE MS 39756	PRAIRIE MS 39756	WEST POINT MS 39773
DISTRICT 5	MR FLOYD MCKEE 22906 HWY 50 WEST PHEBA MS 39755	PAT CANNON 437 MAYHEW STREET WEST POINT 39773
MS HARRIETT BRAGG	MR JIM MURRAY	MS AMY BERRY
522 MCCLELLAN STREET	18515 HWY 45	2860 QUAIL RIDGE ROAD
WEST POINT MS 39773	PHEBA MS 39755	WEST POINT MS 39773

NO		
110		

### IN THE MATTER OF TRANSFERRING INTEREST EARNED

There came on this day for consideration the matter of transferring interest earned

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 2.71 and in the Insurance Clearing Account in the amount of \$ 77 for and the said amounts should be transferred and settled to the General Operating Fund

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize the said transfer as stated above

SO ORDERED this the 9th day of June, 2016

### IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an inter-fund loan

It appears to this Board an inter-fund loan is needed to be made to Fund No 250, District 5 Road Bond & Interest 2013 Issuance Fund from Fund No 360, District 5 Road Bond & Interest 2013 Construction Fund in the amount of \$ 5,538 35 in anticipation of the collection of the 2015 ad valorem taxes

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize the said inter-fund loan as stated above

SO ORDERED this the 9th day of June, 2016

NO		

### IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an inter-fund loan.

It appears to this Board an inter-fund loan is needed to be made to Fund No 097, E911 'Fund from Fund No 013, Utilization Fund in the amount of \$ 16,209 34 in order for the said fund to not be overdrawn for the month of May 2016

After motion by Luke Lummus and second Joe Chandler this Board doth vote unanimously to authorize the said inter-fund loan as stated above

SO ORDERED this the 9th day of June, 2016

# LEFT BLANK INTENTIONALLY

NO

# IN THE MATTER OF APPROVING AND AUTHORIZING THE REFUND OF RETIREMENT CONTRIBUTIONS ON CONSTABLE FEES FOR YEAR 2015 FOR SHERMAN IVY

There came on this day for consideration the matter of approving and authorizing the refund of retirement contributions on constable fees for year 2015 for Sherman Ivy

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the refund of PERS retirement contributions on Constable Fees for year 2015 for Sherman Ivy as attached hereto as Exhibit A

SO ORDERED this the 9th day of June, 2016

President NO



# Providing Benefits for Life

June 7, 2016

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

#### RE Constable Sherman Ivy's 2015 Annual Financial Report (AFR)

Dear Employer

PERS ID 0000200381

The Public Employees' Retirement System of Mississippi (PERS) has audited the 2015 Annual Financial Report for Constable Sherman Ivy and has determined that employee and employer contributions were overpaid in the amount of \$2,398 26

Please negotiate the enclosed refund check #007176 issued to Clay County Board of Supervisors The county should refund the applicable amount to Constable Sherman Ivy

Please let us know when we can be of further service to you You may reach PERS by telephone at 800-444-7377 or 601-359-3589

Sincerely,

Cassie Gregory

Account Specialist II Employer Reporting

Enclosure(s) c Sherman Ivy

PUBLIC EMPLOYEES' RETIREMENT SWITTERS OF ALLS
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# IN THE MATTER OF AUTHORIZING AND APPROVING OF THE CONTRACT DAYS WITH DATA SYSTEMS MANAGEMENT FOR JUSTICE COURT TRAINING

There came on this day for consideration the matter of authorizing and approving of the contract days with Data Systems Management for Justice Court Training

It appears to this Board Data Systems Management has upgraded their bookkeeping system for Justice Court which is going to require extensive training, and,

It appears to this Board it would be beneficial to the County to utilize the contract days and special contract pricing for the said training days needed by the Justice Court Staff

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to approve and authorizes the President to execute contract with Data Systems Management to use the contract days as attached hereto as Exhibit A for the training on the new Justice Court Bookkeeping system

SO ORDERED this the 9<sup>th</sup> day of June, 2016

# Data Systems Management, Inc.

Glen Davis, President

May 16, 2016

Harriett Bragg Clay County Justice Court Clerk Post Office Box 674 West Point, MS 39773

RE Bookkeeping Application

Dear Harriett,

Data Systems Management has created a new enhanced Justice Court Bookkeeping Module that will provide better month end bank reconciliation and balance to the Cash Journal

A couple of the enhancements are as follows

- Keeps up with daily deposits to use in performing bank reconciliation
- Provides a true bank reconciliation balance report that ties back to the Journal Cash accounts

This upgrade is available to you at no charge, you will just need to pay for the installation and training at \$125 00 per hour, if you have contract days you may use them plus travel time and out of pocket expenses. If you would like more information please contact me

If you would like to have this upgrade please fill out the Acceptance Section below and I will call you to schedule an install date

Acceptante 2

Sincerely,

Robert Holt

Yes, I agree to the terms as outlined above

Signed

COUNTYMENT

1505 Business Park Drive, Clinton, MS 39056 \* (601) 925-6257 Columbus Fax (662) 329-1468 \* Clinton Fax (601) 925-2223

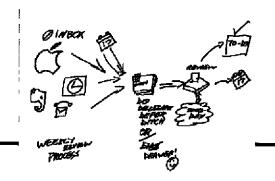
P O Box 1348, Columbus, MS 39703 \* (662) 329-1222

Business Partner

### **DAILY FUNCTIONS**

## **New Daily Processing Options**

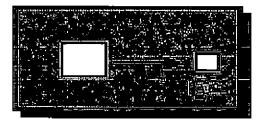
- Retrieve daily activity and print a daily journal
- Create daily deposit amounts into bank reconciliation file
- Enter Non-Cash receipts from other sources such as Bank interest
- Enter adjustments to journal and bank accounts such as deposit slip charges
- Inquiry into the journal receipts file that are created when the daily journal process is run or entered manually
- Inquiry into the journal adjustments file
- Bank code file maintenance, bank transactions (checks, deposits, and adjust-



# Check Processing Menu Options



- Enter cash disbursement invoices to use for printing checks or for entry of manually written checks
- Process computer check printing and posting of computer generated and manual checks
- Inquiry into all disbursement of checks (computer generated or manually written)
- Bank code file maintenance, bank transactions (checks, deposits and adjustments) and monthly reconciliation
- Option to void any previously entered check



Our Justice Court Bookkeeping has been enhanced, providing you with a better Month end reconciliation, as well as balance to the Cash Journal

# Justice Court Bookkeeping

### MONTHLY FUNCTIONS

# Processing & Demand Reports Process monthly

• Process monthly or month to date reports from previous month end close out

through selected ending date

- Enter adjustments to journal and bank accounts such as deposit slip charges
- Process closing of prior month, generates a month end journal and places ending balances into a balance forward file to be used as beginning balances for the next month
- Select your time frame and print a receipts register, adjustment register, or disbursement/check register
- Prints a disbursement/check listing for a specific payee

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# IN THE MATTER OF FILLING THE VACANCY ON THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT BOARD

There came on this day for consideration the matter of filling the vacancy on the Clay County Economic Development District Board

It appears to this Board as attached hereto as Exhibit A, Jim Murray is requesting to resign from serving on the Clay County Economic Development District Board, and,

It appears to this Board Mr Murray was a District 5 appointee and at this time, Joe Chandler Supervisor for District 5, is requesting to appoint Tommy Coleman to serve on the Clay County Economic Development District and fill the unexpired term of Mr Murray

After motion by Joe Chandler and second by Shelton Deanes this Board doth vote unanimously to approve and accept the letter of resignation of Jim Murray to no longer serve on the Clay County Economic Development District Board, and further approves, to appoint Tommy Coleman to fill the unexpired term of Mr Murray as the District 5 appointee on the said Board

SO ORDERED this the 9th day of June, 2016

Clay County Economic Development District C/O Amy Berry P O Box 815 West Point, MS 39773

Dear Amy

Upon receipt of this letter, please accept my resignation from the Board of Trustees of the Clay County Economic Development District

Sincerely

Jim Murray

NO	•	

# IN THE MATTER OF AUTHORIZING AND APPROVING TRAVEL FOR CERTAIN COUNTY EMPLOYEES AND OFFICIALS

There came on this day for consideration the matter of authorizing and approving travel for certain county employees and officials

It appears to this board the Chancery Clerk, the Board of Supervisors, the County Engineer, the Sheriff, and the Board Attorney are all requesting authority to travel to the MAS Summer Convention held in Biloxi, MS on June 13-17, 2016

After motion by Joe Chandler and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the said travel as stated above

SO ORDERED this the 9<sup>th</sup> day of June, 2016

# IN THE MATTER OF APPROVING AND AUTHORIZING FOR THE WF169 ROSENBAUER FIRE TRUCK 2008 TO BE TRANSFERRED BACK TO THE UNA PALO ALTO VOLUNTEER FIRE UNIT

There came on this day for consideration the matter of approving and authorizing for WF169, Rosenbauer Fire Truck 2008, to be transferred back to the UNA Palo Alto Volunteer Fire Unit

It appears to this Board, as attached hereto as Exhibit A, in August 2012 this Board voted for the WF169 Rosenbauer Fire Truck be transferred from the Una Palo Alfo Volunteer Fire Unit to the Pheba Volunteer Fire Unit in order for the said unit to have a volunteer fire truck to use which had a pumper which was certified by the MS Rating Bureau, and,

It appears to this Board the Pheba Volunteer Fire Unit has received a brand new truck, WF178 funded partly through the RFTAAP program, and at this time, the Una Palo Alto Volunteer Fire Truck is requesting for the WF169 truck be returned back to their unit

After motion by Shelton Deanes and second by Luke Lummus the majority vote of this Board doth vote to authorize and approve for the said truck, WF169, Rosenbauer Volunteer Fire Truck, be transferred from the Pheba Volunteer Fire Unit to the Una Palo Alto Volunteer Fire Unit with Supervisor Chandler being the only Supervisor voting NAY for the said action

SO ORDERED this the 9th day of June, 2016

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# IN THE MATTER OF TRANSFERRING FIXED ASSET NO WF169 ROSENBAUER TIRE TRUCK 2008 TO PHEBA VOLUNTEER FIRE DEPARTMENT FROM THE UNA PALO ALTO VOLUNTEER FIRE DEPARTMENT

There came on this day for consideration the matter of transferring Fixed Asset No WF169 Rosenbauer Fire Trick 2008 to the Pheba Wolunteer Fire Department from the Una / Palo Alto Volunteer Fire Department

It appears to this Board the current truck, WF154 International Truck 1997, at Pheba Volunteer Fire Department is in need of repairs and the pumper is not working properly. It further appears to this Board that an application was submitted with Round 10 of Rule Fire Truck Acquisition Assistance Program on December 27, 2011, to purchase the Pheba Volunteer Fire Department a new truck, but the Mississippi Legislature did not fund the Truck Acquisition Program for the year 2017 and until said funding is appropriated, the truck will not be funded through the RFTAAP

It further appears to this Board the satellite unit of the Una Volunteer Fire Department, the Una / Palo Alto Volunteer Fire Department, has a fire truck No WF169 Rosenbauer Fire Truck 2008 in great condition, which could be utilized by the Pheba Volunteer Fire Department. It further appears to this Board that currently the Pheba Community has a Class 8 fire rating and if another truck is not transferred or purchased for the Pheba Volunteer Fire Department to be used for fire protection in the Pheba Community, the fire rating could possibly increase to a Class 10, which would increase the maurance premiums of the homeowners within the said Pheba Community.

After motion by Floyd McKee and second by R.B. Davis, the President called for a vote with the said members of the Board voting as follows.

District One Supervisor Evant Horton voted "Aye"

District Two Supervisor Luke Lummus voted "Aye"

District Three Supervisor R.B. Davis voted "Aye"

District Four Supervisor Shelton Deanes voted "Nay"

District Five Supervisor Floyd McKee voted "Aye"

THEREFORE, having the majority vote, the motion carried to authorize the WF169 Rosenbauer Fire Truck 2008 to be transferred to the Pheba Volunteer Fire Department to be utilized by the said fire unit until funding becomes available to purchase a new truck through the RFTAAP Program, or other means not to exceed a one (1) year time period, and upon a truck



being purchased for the said Pheba Volunteer Fire Department, the said WF169 Rosenbauer Fire Truck 2008 shall be transferred back to the Una / Palo Alto Volunteer Fire Department

SO ORDERED, on this the 7<sup>th</sup> day of August, 2012

Precident

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### IN THE MATTER OF RECESSING

There came on this day the matter of recessing

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to recess until Thursday, June 23, 2016, at 9 00 a m at the Clay County Courthouse

SO ORDERED this the 9th day of June, 2016
