BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 25th day of August, 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,

110		

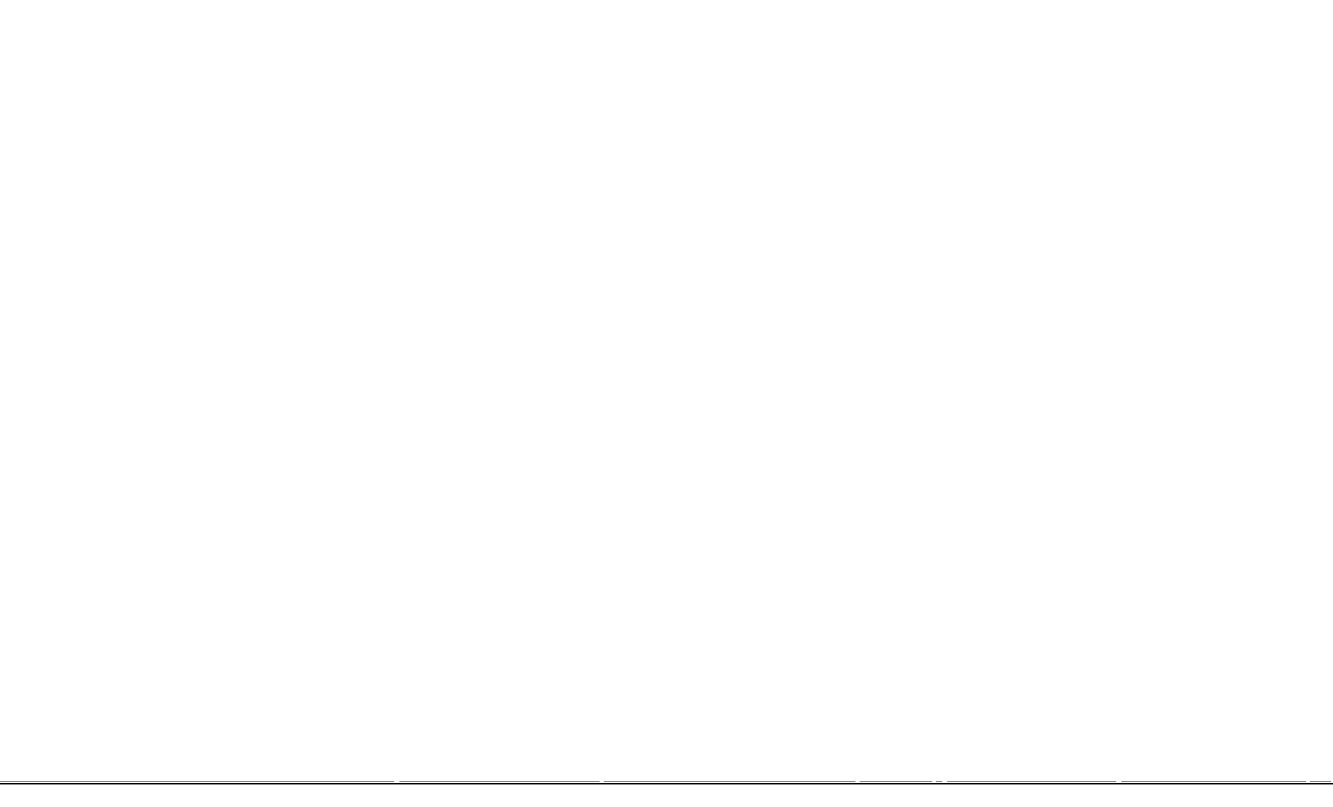
IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON AUGUST 25, 2016

There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on August 25, 2016

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

NO

SO ORDERED this the 25th day of August, 2016



Clay County Board of Supervisors Agenda for Meeting Held Thursday, August 25, 2016 at 9 00 a.m.

Call to Order

• / Welcome and Prayer

Adopt and Amend agenda

John Brady

o Candidate for MS Supreme Court

Robert Calvert

- O Approve Joint Letter of Acceptance for Barton Ferry and Eshman Avenue
- MASIT
 - o General Liability Insurance Proposal Quote

Paige Lamkin

- o New System Training
- o Personal Property Deletions

Mike Sanders

o Mapping, Map Maintenance, and Appraisal Contract

Eddie Scott

- o Review and Consider Quotes for insulation and AC Unit
- Authorize and approve of payment for the Constables Gross Net Monthly Fee income for the month of August
- Consider advertising resources
- Authorize and approve to renew the climate control storage facility contact
- Authorize and approve the amended homestead applications
- Authorize Travel for certain county employees
- Authorize to spread on the minutes the monthly BCAP Report
- Authorize to appoint EDD members for another 3 term to serve on the EDD Board
- Treva Hodge
 - o Request to go into Executive Session regarding a personnel matter as allowed under Section 25-41-7 of the *Mississippi Code*
- Recess until Monday, August 29, 2016 at 9 00 a m

Amendments	

NO	

IN THE MATTER OF AUTHORIZING AND APPROVING OF THE JOINT LETTER OF ACCEPTANCE FOR DECD-0013(51)B FOR BARTON FERRY AND ESHMAN AVENUE ROAD PROJECTS

There came on this day for consideration the matter of authorizing and approving of the Joint Letter of Acceptance for DECD-0013(51)B for Barton Ferry and Eshman Avenue road projects

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve of the Joint Letters of Acceptance as attached hereto as Exhibit A for DECD-0013(51)B for the Barton Ferry and Eshman Avenue Road Projects

SO ORDERED this the 25th day of August, 2016

ORDER OF THE BOARD OF SUPERVISORS OF CLAY COUNTY ACCEPTING

THE CONTRACT FOR DEPARTMENT OF ECONOMIC COMMUNITY DEVELOPMENT PROJECT NO DECD-0013(52)B

WHEREAS, the Board of Supervisors of Clay County, Mississippi awarded a contract to Falcon Contracting Co. Inc., known as DEPARTMENT OF ECONOMIC COMMUNITY DEVELOPMENT Project No. DECD-0013(52)B,

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

NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the contractor for the project designated above, be released from further maintenance responsibility under the contract, effective August 2, 2016

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

President, Board of Supervisors

CLAY COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of said Board of Supervisors, Minute

Clerk of Board of Supervisors

een adopted at a meeting of said Board of Supervisors

CLĂY COUNTY, MISSISSIPPI

→ Acceptance DECD County (Rev 3 18-09)

IN THE MATTER OF AUTHORIZING THE TAX ASSESSOR/COLLECTOR'S OFFICE TO BE CLOSED IN ORDER TO ATTEND MANDATORY TRAINING ON THE NEW SYSTEM PENDING LEGALLY THE BOARD ATTORNEY FINDS THE OFFICE CAN BE CLOSED

There came on this day for consideration the matter of authorizing and approving the Tax Assessor/Collector's office to be closed in order to attend mandatory training on the new system pending legally the Board Attorney finds the office can be closed

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the Tax Assessor's Office to close in order for the Assessor and all of her deputies to attend the state training for the new system together pending the board attorney finds a legal reason the office cannot be closed during business hours

SO ORDERED this the 25th day of August, 2016

IN THE MATTER OF AUTHORIZING AND APPROVING THE PERSONAL PROPERTY CORRECTIONS

There came on this day for consideration the matter of authorizing and approving the personal property corrections

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the personal property corrections as attached hereto as Exhibit A

SO ORDERED this the 25th day of August, 2016

Assessment Number	401000151	Change Number	201500002
Assessment Year	2015	Change Type	CHANGE
	BENEFICIAL CHECK ADVANCE 730 WEST BANKHEAD ST NEW ALBANY MS 38652	Date Effective Date Modified Operator ID	8/25/2016 12 55 32 8/25/2016 PLAMKIN

	Previous	Current	Difference
Tax District	4110	4110	
Furn/Fixtures Machinery/Equip Leased Equip Inventory Banks Debts Miscellaneous	369	369	
Total Value	369	369	
Total Tax	18 53	18 53	

NOTE BUSINESS WAS CLOSED

I hereby certify that the above correction should be made by the Collector I hereby certify that the above correction has been made I hereby certify that the above correction will be incorporated in the final settlement

Paige Ramber

Assessor

Collector

201400010 Assessment Number 030110900 Change Number Assessment Year 2014 Change Type CHANGE Date Effective Name and Address NAUGLE ANDREW ATTY 8/25/2016 12 57 04 8/25/2016 P O BOX 1152 Date Modified WEST POINT MS 39773 Operator ID PLAMKIN

	Previous	Current	Difference
Tax District	3110	3110	
Furn/Fixtures Machinery/Equip Leased Equip Inventory Banks Debts Miscellaneous	89	89	
Total Value	89	89	
Total Tax	4 33	4 33	

NOTE BUSINESS WAS CLOSED

I hereby certify that the above correction should be made by the Collector I hereby certify that the above correction has been made I hereby certify that the above correction will be incorporated in the final settlement

Assessor

Collector

PAIGE LAMKIN
Personal Property Correction Slip

Assessment Number 540000201 Change Number 201300008 Change Type CHANGE Assessment Year 2013 Name and Address SCOTTS PENNY PINCHER Date Effective 8/25/2016 12 58 05 3213 ĴOHN HANĆOCK 8/25/2016 COLUMBUS MS 39705 Date Modified PLAMKIN Operator ID

	Previous	Current	Difference
Tax District	2110	2110	
Furn/Fixtures Machinery/Equip	1051	1051	
Leased Equip Inventory Banks	1168	1168	
Debts Miscellaneous	470	470	
Total Value	2689	2689	
		1	
Total Tax	132 08	132 08	

NOTE BUSINESS WAS CLOSED/BANKRUPT

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

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

Assessor

Collector

080005110 Change Number 201300009 Assessment Number Assessment Year 2013 Change Type CHANGE Name and Address SHEFFIELD & SHEFFIELD SALES Date Effective 8/25/2016 849 HWY 45 N 13 00 12 WEST POINT MS 39773 Date Modified 8/25/2016 PLAMKIN Operator ID

	Previous	Current	Difference
Tax District	4110	4110	
Furn/Fixtures Machinery/Equip Leased Equip Inventory Banks Debts Miscellaneous	554	554	
Total Value	554	554	
Total Tax	27 59	27 59	

NOTE BUSINESS WAS CLOSED

I hereby certify that the above correction should be made by the Collector I hereby certify that the above correction has been made I hereby certify that the above correction will be incorporated in the final settlement

O Assessor

Collector

Assessment Number	002013011	Change Number	201400011
Assessment Year	2014:	Change Type	CHANGE
Name and Address	TASTY SPOON 3894 JIM GRIFFIN RD WEST POINT MS 39773	Date Effective Date Modified	8/25/2016 13 03.26 8/25/2016
		Operator ID.	PLAMKIN

	r Previous	Current	Difference
Tax District	1010	1010	
Furn/Fixtures Machinery/Equip Leased Equip Inventory Banks Debts	5624	5624	
Miscellaneous	' 563	563	
Total Value	6187	6187	
Total Tax	307 06	307 06	

NOTE BUSINESS WAS CLOSED

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

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

U Assessor

Collector

Assessment Number	201104311		Change Number	20130,0010
Assessment Year	2013		Change Type	CHANGE
Name and Address	VISION SALON 134 W MAIN ST		Date Effective	8/25/2016 13 06 03
	WEST POINT MS	39773	Date Modified	8/25/2016
			Operator ID	PLAMKIN

	Previous	Current	Difference
Tax District	3110	3110	
Furn/Fixtures Machinery/Equip Leased Equip Inventory Banks Debts	326	326	
Miscellaneous	69	69	
Total Value	395	395	
Total Tax	19 49	19 49	

NOTE BUSINESS WAS CLOSED

I hereby certify that the above correction should be made by the Collector I hereby certify that the above correction has been made I hereby certify that the above correction will be incorporated in the final settlement

Assessor

Collector

Assessment Number	000146000	Change Number	201300011
Assessment Year	2013	Change Type	CHANGE
Name and Address	YOURS MINE & OURS DAYCARE 731 W MAIN ST WEST POINT MS 39773	Date Effective Date Modified	8/25/2016 13 06 30 8/25/2016
		Operator ID	PLAMKIN

	Previous	Current	Difference
Tax District	4110	4110	t
Furn/Fixtures Machinery/Equip Leased Equip Inventory Banks Debts	925	925	,
Miscellaneous	., 93	93	
Total Value	1018	1018	
Total Tax	50 71	50 71	

NOTE BUSINESS WAS CLOSED

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

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

Assessor

Collector

Assessment Number	032100300	Change Number	201500003
Assessment Year	2015	Change Type	CHANGE
	ACE DECOY ANCHORS ILC P O BOX 557 WEST POINT MS 39773	Date Effective Date Modified	8/25/2016 13 07 02 8/25/2016
		Operator ID	PLAMKIN

	Previous	Current	Difference
Tax District	3010	3010	
Furn/Fixtures Machinery/Equip	153	153	
Leased Equip Inventory Banks	8264	8264	
Debts Miscellaneous	3869	3869	
Total Value	12286	12286	
Total Tax	621 55	621 55	a ^t

NOTE BUSINESS WAS CLOSED

I hereby certify that the above correction should be made by the Collector I hereby certify that the above correction has been made I hereby certify that the above correction will be incorporated in the final settlement

Assessor

Collector

CLAY COUNTY LAX COLLECTOR PAIGE LAMKIN

Personal Property Correction Slip

Change Number 201500004 Assessment Number 042100910 CHANGE Change Type Asséssment Year 2015 8/25/2016 Date Effective Name and Address UNA-MART 13 07 30

9205 BRAND UNA RD PRAIRIE MS 39756 Date Modified

> Operator ID PLAMKIN

8/25/2016

	Previous	Current	Difference
Tax District	4010	4010	
Furn/Fixtures Machinery/Equip	2315	2315	
Leased Equip Inventory Banks Debts Miscellaneous	75	75	
Total Value	2390	2390	
Total Tax	122 58	122 58	

NOTE BUSINESS WAS CLOSED

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

Collector

I hereby certify that the above correction has been made

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

Collector

Assessment Number 002013006 Change Number 201300012

Assessment Year 2013 Change Type CHANGE.

Name and Address RANDLES RUDY ROO'S Date Effective 8/25/2016
1235 HWY 45 ALT S 13 07 59
WEST POINT MS 39773 Date Modified 8/25/2016

Operator ID PLAMKIN

	Previous	Current	Difference
Tax District	5110	5110	
Furn/Fixtures Machinery/Equip Leased Equip Inventory Banks Debts Miscellaneous	2688	2688	
Total Value	2688	2688	
Total Tax	134 88	134 88	

NOTE BUSINESS WAS CLOSED

I hereby certify that the above correction should be made by the Collector I hereby certify that the above correction has been made I hereby certify that the above correction will be incorporated in the final settlement

U Assessor

Collector

Change Number 201500005 Assessment Number 002013006 Change Type CHANGE Assessment Year 2015 Name and Address RANDLES RUDY ROO'S Date Effective 8/25/2016 1235 HWY 45 ALT S 13·08 22 8/25/2016 WEST POINT MS 39773 Date Modified Operator ID PLAMKIN

	Previous	, <u>Current</u>	Difference
Tax District	5110	5110	-
Furn/Fixtures Machinery/Equip Leased Equip Inventory Banks	2189	, 2189 ;	
Debts Miscellaneous	480	480	1
Total Value	2669	2669	
Total Tax	133 16	133 16	

NOTE FAILED TO REMOVE BUSINESS FROM SYSTEM - WAS CLOSED

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

Collector

I hereby certify that the above correction

has been made

I hereby certify that the above correction will be incorporated in

the final settlement

Assessor

Collector

Assessment Number	201400018	Change Number	201400012
Assessment Year	2014	Change Type	CHANGE
Name and Address	DAVIS FARM & MARKET 16397 HWY 50 W	Date Effective	8/25/2016 13 08 59
	WEST POINT MS 39773	Date Modified	8/25/2016
		Operator ID	PLAMKIN

	Previous	<u>Current</u>	Difference
Tax District	5000	5000	
Furn/Fixtures Machinery/Equip	2745	2745	
Leased Equip Inventory Banks Debts Miscellaneous	375	375	
Total Value	3120	3120	
Water I. Boss	220 62	330 63	
Total Tax	330 63	330 63	

NOTE BUSINESS WAS CLOSED

I hereby certify that the above correction should be made by the Collector I hereby certify that the above correction has been made I hereby certify that the above correction will be incorporated in the final settlement

Assessor

Collector

201500006 201400018 Change Number Assessment Number Change Type CHANGE Assessment Year 2015 DAVIS FARM & MARKET Date Effective 8/25/2016 Name and Address 16397'HWY 50 W 13 09 20 WEST POINT MS 39773 Date Modified 8/25/2016

	Previous	Current	Difference
Tax District	5000	5000	
Furn/Fixtures Machinery/Equip Leased Equip	2549	2549	
Inventory Banks Debts	375	375	
Miscellaneous	_ 292	292	
Total Value	3216	3216 -	
Total Tax	, 163 92	163 92	

NOTE FAILED TO REMOVE BUSINESS FROM SYSTEM - WAS CLOSED

I hereby certify that the above correction should be made by the Collector I hereby certify that the above correction has been made I hereby certify that the above correction will be incorporated in the final settlement

PLAMKIN

Operator ID

Aggeggor

Collector

NO	

IN THE MATTER OF TABLING THE MAPPING AND LANDROLL MAINTENANCE CONTRACT WITH SANDERS AND ASSOCIATES

There came on this day for consideration the matter of tabling the mapping and land roll maintenance contract with Sanders and Associates

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to table the mapping and maintenance contracts with Sanders and Associates as presented for further review by this Board

SO ORDERED this the 25th day of August, 2016

NO		
INV		

IN THE MATTER OF AUTHORIZING AND APPROVING TO PURCHASE NEW AIR CONDITIONING UNIT FOR THE LOCKDOWN UNIT AT THE JAIL AND INSTALLING INSULATIO AT BOTH THE DHS BUILDING AND COURTHOUSE

There came on this iday for consideration the matter of authorizing and approving to purchase a new air conditioning unit at the Jail and installing insulation at both the DHS building and Courthouse

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to purchase the new air conditioning unit at the lock down unit at the Jail and installing insulation at both the DHS Building and the Courthouse Building as attached hereto as Exhibit A

SO ORDERED this the 25th day of August, 2016



Stanley Lee <slee ccso@gmail com>

Insulating Grilles at DHS and Court House

1 message

GENEVA COKER <genevacoker@hughes net>

Thu, Aug 18, 2016 at 7 04 AM

To slee ccso@gmail.com

Stanley

Please review and call Steve Coker with any questions 662-251-0995

Thanks very much

Geneva Coker Apex Insulation, Inc P O Box 117 Aberdeen, MS 39730

OFFICE PHONE - 662-369-9623
OFFICE FAX - 662-369-6850
WEBSITE - www apexinsulation net

Insulating Grilles at DHS and Court House doc 32K

Apex Insulation, Inc.

PO Box 117

Aberdeen, MS 39730

662-369-9623 - Office

862-251-0995 - Cell Phone 662-369-6850 - Fax

Date 8-18-2016

To Clay County

Attn. Stanley Lee

From Steve Coker

Re Insulating Grilles

Certificate of Responsibility # 07643

WBENC Certificate # 2005117233

Scope of work includes Insulation on 76 Grilles at DHS Bidg

Price - \$2,300.00

Scope of work includes Insulation on 12 Grilles at Court House

Price - \$400 00

Chatter the particular and include a least sure (at the 1929)

Thank you!

Steve Coker

Vice President

0623271911

08/25/2016 08 37

#261 P 001/001

INVOICE

ATTW: STARL LEE REFRIGERATION SUPPLY CO 207 TUSCALODSA ROAD P D. BOX 2522

Phone # 662-327-1305

COLUMBUS MS 39704

All invoices are due on the 10th of each month following purchase All past due accounts will be subject to a 1.5% service charge

Thank You Thank You

CLAY COUNTY BOARD OF SUPERVISOSHIPTO-**BILL TO**

205 COURT STREET

P O BOX 815 WEST POINT MS 39773

662-494-3124 CLAY COUNTY BOARD OF SUPERVISO 205 COURT STREET P. O. BOX 815 WEST POINT MS 39773

WEST POI	NT MS 39773	EST POINT MS	39773
08/25/16			ØTH PROX PR
			A PART OF THE PART
1 EA	****** QUOTATION ***** ARUF37C14 AIR HANDLER 53 7/16 T 21 W 21 D EZ-2020-FC	552	000 552 00
1 EA	HKSC10XC 10KW HEAT STRIP WITH BREAKER FITS 1 1/2 TO 5 TONS	73.	999 73 00
1 EA	GSZ140361 3 TON HEAT PUMP 14 SEER UNIT R410A	1256	000 1,256 00
1 EA	HPC-103-S 3/8" SPORLAN CATCH- ALL HEAT PUMP DRIER SWEAT 1-5 TONS	27	27 00
	Subtotal Quote Total		1,908.00 1,908.00
faul Ka			

NO		
711		

IN THE MATTER OF PAYING THE CLAY COUNTY CONSTABLES ACCORDING TO S.B 2860 BASED UPON THEIR GROSS FEE INCOME

There came on this day for consideration the matter of paying the Clay County, Mississippi constables according to S B 2860 based upon their gross fee income

It appears to this Board that the attached Exhibit "A" reflects the gross fee income of Constables Sherman Ivy and Lewis Stafford for the month of August 2016 as submitted by the Justice Court Clerk—It further appears that the attached Exhibit "A" represents the calculations and estimated contributions due to the Public Employees' Retirement System for each constable and the net fee income to be paid to each constable

After motion made by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to have the Chancery Clerk transfer \$519 54 to the Payroll Clearing Account to be remitted to the Public Employees' Retirement System on behalf of the Clay County constables and to pay Sherman Ivy \$ 2,360 43 and Lewis Stafford \$ 1,305 03 as net fee income after the Public Employees' Retirement System deduction withheld for the month of August 2016

SO ORDERED, on this the 25th day of August, 2016

Calculation of Estimated Contributions/Wages For Constables August 2016

Calculation

	Lewis Stafford	Sherman Ivy
Gross Fee Income *	\$1,490 00	\$2,695 00 (Input)
Minimum Withholding Rate	11%	11%
Estimated Contributions	\$163 90	\$296 45
Estimated Contributions	\$163 90	\$296 45
Divided by PERS EE/ER	21 93%	21 93 <u>%</u>
Estimated Wages To Be Reported To PERS	\$ 747 38 _	\$1,351 80
Estimated Wages	\$ 747 38 ,	\$1,351 80
Multiplied by PERS EE Rate	9 00%	9 00%
Estimated PERS EE Contributions	\$67 26	\$121 66
Estimated Wages	\$747 38	\$1,351 80
Mulitiplied by PERS ER Rate	15 75%	15 75%
Estimated PERS ER Contributions	\$117.71	\$212 91

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

Estimated Wages	\$747 38	\$1,351 80	
Estimated PERS EE Contributions	\$67 26	\$121 66	188 92
Estimated PERS ER Contributions	\$117.71	\$212 91	330 62
Total Estimated Contributions	\$184 97	\$334 57	

Funds to be Paid to Constables

Gross Fee Income	\$1,490 00	\$2,695 00
Less Total Estimated PERS EE/ER Contribi	\$184 97	\$334 57
Net Gross	\$1,305 03	\$2,360 43

Need an order to transfer to Payroll Clearing fund \$ 519 54 to remit with Retirment Contributions

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

IN THE MATTER OF ADVERTISING RESOURCES

There came on this day for consideration the matter of advertising resources

It appears to this Board the Daily Times Leader Newspaper is running advertisements for football and the Prairie Arts Festival, and,

It appears to this Board the cost to run four advertisements for \$180 for Football and \$135 for Prairie Arts Festival Special Edition

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize to pay for the said advertisements in the Daily Times Leader newspaper to show County support to all the high school football teams and the Prairie Arts Festival

SO ORDERED this the 25th day of August, 2016

Amy Berry,

From dtlads dtlads <dtlads@beilsouth.net>
Sent Monday, August 08, 2016 11 49 AM

To Amy Berry

Subject: Football and PAF ads

Attachments Board Supers FB14 pdf, Clay Co Board PAF13 pdf

Amy,

ese are old ads of the ones you'have run in the past for Football and PAF. We will update the ads. The price for otball is \$180 and includes 4 ads. One large ad in the Football Preview on Aug. 26 and 3 small ads. One for each of the High Schools on day of their Homecoming wishing them luck in the game.

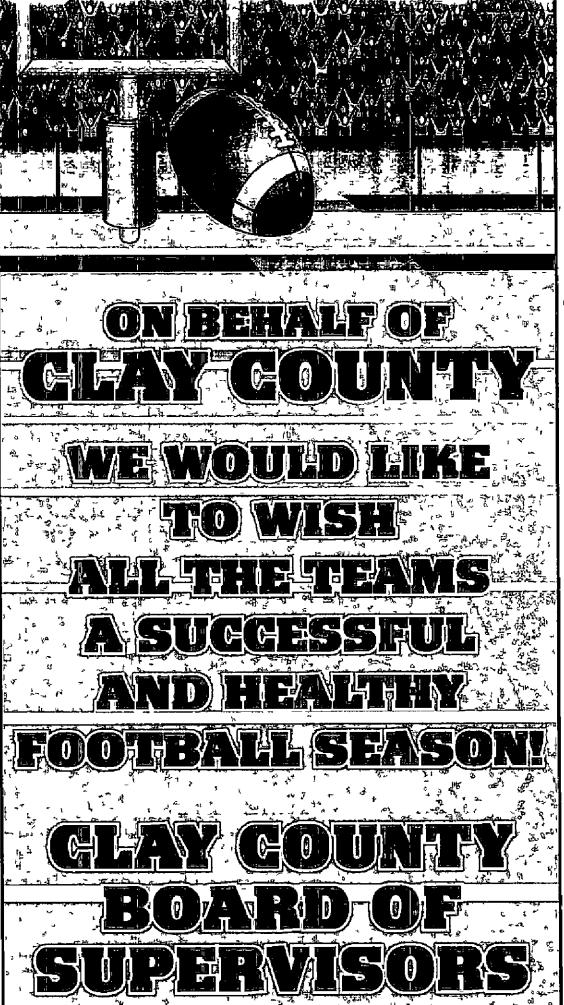
The PAF ad is \$135. They are all the same prices as last year.

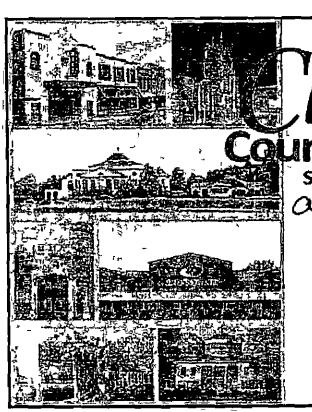
Football -4times as PAF Special Edition _

Thanks,

Donna Harris Advertising Consultant Daily Times Leader Phone 662-494-1422 Fax 662-494-1414

4





unty supervisors and authors of fleial

We wish everyone a wonderful Labor Day Saturday at the

35th Annual Prairie Arts Festival!

TO THE VOLUNTEERS:

We are so proud of your efforts1
Good luck on a great festival1

NO		

IN THE MATTER OF RENEWING THE LEASE AGREEMENT WITH THE SWIFT CENTER

There came on this day for consideration the matter of renewing the lease agreement with the Swift Center

It appears to this Board as attached hereto as Exhibit A is a request to renew the lease agreement on the two (2) climate controlled storage units the County occupies at the Swift Center located on Main Street to store microfilm records and other county documents at a cost of \$1,100 per year for each unit

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to renew the said lease agreements for the two climate controlled storage units as attached hereto as Exhibit A

SO ORDERED this the 25th day of August, 2016

Swift Center P O Box 739 26245 W. Main St West Point, MS 39773 662-494-0411

August 4, 2016

Clay Co Board of Supervisors Amy Berry 205 Court Street West Point, MS 39773

Ms Berry

Thanks,

Dusty Nix

We want to start by thanking you for being a valued customer of Swift Center since 2005. We sincerely appreciate your continued business.

We are trying to update our old contracts. When you originally rented your two spaces, you were given a discount rate of \$83.33 per month, per unit, because you chose to pay a one-time payment a year in advance. You are currently paying by the month. The one-time advanced yearly rate for a 9X12 is \$1100/year, per unit. The monthly rate is \$100/month, per unit. Please sign one of the enclosed contracts, depending on your choice of one yearly payment or monthly payments, and return to the Swift Center, P.O. box 739, West Point, MS, 39773.

Also enclosed is your monthly statement showing a balance due of \$499.98. This will bring your account current through the end of August. If you have any questions, please call Beth Laird at 494-0411.

Swift Center	
Enclosures	
	t •

SWIFT CENTER, INC.

Page

40 pm

Accounts Receivable Open Invoice Report

Customer IDs CCBOS to CCBOS

Inv#	Date	Description	Due Date	Original Amount	Activity to Date	Current Balance	
CCBOS	•	CLAY CO BOARD OF SUI	PERVISORS ,				
9454	06/01/16	130RENT	06/01/16	83 33	0 00	. 83.33	US - 170-
9455	06/01/16	131RENT	06/11/16	83 33	0 00	83.33	W1-150-
9555	07/01/16	130RENT	07/01/16	83 33	0 00	83.33	WI-180
955 6	07/01/16	131RENT	07/11/16	83 33	0 00	83.33	W1-191-
 9653- -	-08/01/16	130RENT	-08/01/16-		0.00_	83.33	•
<u>9554</u>	- 08/01/16	131RENT	_ 08/13/16	83_33	000	83.33	
,		Customer Total		499 98	0 00	499 98	,
·		Report Total		499 98	0 00	499 98	:

1, m For unit #130 Syear wit #131 Syear wit #131 Syear all

83 JJr 83 53~ 83 35 83 33+ 5-000 ∩₀₊ 005 2 330 00

0 4

STATE OF MISSISSIPPI

STORAGE SPACE RENTIAL AGREEMENT Occupant's Name LOVE SCALE SPACE RENTIAL AGREEMENT Occupant's Name LOVE SCALE SPACE RENTIAL AGREEMENT Rental Date 101 De S. ACIGNAC AGREEMENT Constitution Control	COUNTY OF	undoled
Space Number 20 5 CULT STORY AND 39 TO 13 Approx. Yellor St. (CR) States (Tay 15 CULT) AND 39 TO 15 CONTRIBUTION OF THE PROPOSE (Through and Control of the		, , , , , , , , , , , , , , , , , , , ,
CapyState/Zap S		
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about the Property OWNER. 8 6 OCCUPANT By	staliment is not paid by the Due Date, or if any check delivered in payment is dishount a Agreement. The Occupant's faither to perform any of its obligations under the textace shall also constitute a default hereunder. In the event of the Occupant's defa Agreement in which case the Occupant's right to occupy the Space will immediately Occupant's property. The tender of partial payment made to cure a default for no Occupant's property. The tender of partial payments shall not serve to waive or avoid the Occupant's account prior to the published auction date will stop a scheduled sale of 12. Access. If rent is not paid within five (5) days of the monthly due date, Owner me the self storage facility. Occupant's access may be conditioned in any manner doesned measures may include, but are not limited to, limiting hours of operation, requiring wern monthly payment is not paid on the Due Date, or if any tendered payment is dishous Space, and may place a different padiotic on the Space. 3 Feet. Consumently with the execution of this Rental Agreement, the Occupant shall the amount of \$	ored, the Occupant shall be deemed to be in default under the terms of ms and conditions of this Agreement or the Occupant's breach of the mild, the Owner shall have the option to immediately terminate this ocase, and all rent will become immediately due and payable. The impayment of rent will not delay or stop the foreclosure and sale of a legal effect of prior notices given to Occupant. Only full payment on the property of the occupant access to the property of the occupant is identify, scarching vehicles and contents. If any med, the Owner may without notice, deny the Occupant access to the pay to the Owner a nonrefundable New Account Administration Fee magnet. The Occupant may, however, elect to pay an additional fee histed of the occupant whall pay to the Owner in day following the Due Date, the Occupant shall pay to the Owner is addition to a return check charge identified above as an NSF fee in the occupant the occupant shall be responsible for a minimum public auction has reserves the right to impose separate fees for certified mailings, a stored property (hereinafter referred to main and maintenance fund to be used only if required for the repair of and to clean up the Space upon termination of this Agreement. If the remained of this Agreement is not an Occupant, Such Cleaning Deposit shall be refunded to the Occupant due and owing is paid in full. by the Occupant solely for the purposes of storing personal property minable, oderous, norlous, corrosive, hazardous, or polintant materials anger or minance to the Space or any other position, fire code or health our affix signs on the Space or any other position, fire code or health cor affix signs on the Space or on the Property. There shall be NO HABITABLE our discussion of the Space or on the Property There shall be NO HABITABLE or discussed of mithe Space or on the Property agreement, and hold the altres, costs, liabilities, or losses, and
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- 6 Condition and Alteration of Space Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition Should Occupant damage or depreciate the space, or make alterations or improvements without the prior consent of the Owner, all costs necessary to restore the space to its prior condition shall be borne by Occupant.
- 7 Lumitation of Value The Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000 00 unless the Owner has given permission in writing for the occupant to store property exceeding such value. The Occupant agrees that the maximum hability of the Owner to the Occupant for any claim or suit by the Occupant including, but not limited to, any suit which alleges wrongful foreclosure or sale of the contents of a storage unit is \$5 000 00 Nothing in this section shall be deemed to create any liability on the part of the Owner to the Occupant for any loss or damages to the Occupant's property regardless of cause
- 8 Termination This Agreement shall continue from month to month unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owners hen rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, reenter the Occupant's Space and remove all property there from without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. This Agreement shall automatically terminate if the Occupant abandons the Space. The Occupant shall be deemed to have abandoned the Space of the Occupant has removed the contents of the Space and/or has removed the Occupant s locking device from the space and is not current in all obligations hereunder. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. Space is considered rented until Occupant has removed their lock even if notice has been given.
- 9 No Bailment. The Owner is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. The Owner does not exercise care, custody, or control over the Occupant's stored property. All property stored within the Space or on the Property by the Occupant or located at the facility by anyone shall be stored at the Occupant's sole risk and the Occupant must take whatever steps he deems necessary to safeguard such property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property or for any personal injury or death occurring to the Occupant, the Occupant's invitees, family, employees or agents resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited to, theft, mysterious disappearance vandalism, fire, smoke, water, flood, mold, mildew, hurricanes, rain, tornadoes, explosions, rodents, insects, mold, mildew Acts of God, or the active or passive acts or omissious or negligence of the Owner the Owner's agents or employees. Occupant agrees that this release of liability is a bargained for condition of the rent,
- 10 Insurance THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE, WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and his property against all pertis of whatever nature for the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Agreement. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause.
- 11 Owner's Right to Enter In cases where the Owner considers it necessary to enter the Space for purposes of examining the Space for violations of this Agreement or conditions in the Space, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the Occupant agrees that the Owner or the Owner's representative, shall have the right without notice to enter into the Space and to remove contents to another space, and continue to
- store such contents at the sole cost and expense of the Occupant.

 12. Owner's Lien Rights. Pursuant to Section 85-7-123 of the Mississippi Code: THE OWNER HAS A LIEN, THAT IS A CLAIM OR SECURITY INTEREST, ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT' TO LAW PERSONAL PROPERTY STORED IN THE OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF TO SATISFY THE LIEN IF OCCUPANT IS IN DEFAULT
- 13 Security Agreement. This Agreement shall constitute a security agreement covering the contents of the Space and a security is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant bereinder. All rights of the Owner hereunder or at law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. The Occupant bereby waives and renounces its right to the benefit of any exemptions it has under law
- 14 Assignment and Subjetting. The Occupant shall not assign this agreement or subjet the Space
 15 Waiver/Enforceability In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the provision hereof or of any subsequent default or breach by the Occupant.
- 16 Attorney's Fees In the event the Owner retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney a fees incurred in any such action.
- 17 Successors in Interest. This Agreement is binding upon the parties hereto, their heirs, successors and assigns
- 18 Gaverning Law This Agreement, and any actions between the parties, shall be governed by Mississippi law
- 19 Warver of Jury Trial The Owner and the Occupant hereby warve their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.
- 20 Limited Warranty This Agreement contains the entire agreement of the parties and no representation or agreements oral, or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of the Owner are not authorized or permitted to make any warrannes about the Space, the Property, or any facilities referred to in this Agreement. The Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given
- 21 Rules. The Occupant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement,
- 22 Notice of Change of Address The Occupant represents and warrants that the information the Occupant has supplied in this rental agreement is true, accurate and correct, and the Occupant understands that the Owner is relying on the Occupants representations. The Occupant agrees to give prompt written notice to the Owner of any change in the Occupant's address or any change in the status of any liens or secured interests on the Occupants property in the space. The Occupant understands that he must deliver such notice to the Owner by certified mail, return receipt requested, with postage prepaid to the Owner. at the above address
- 23 Changes All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days prior written notice to the Occupant. If so changed the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior-written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder
- 24 Occupant's Lock. The Occupant must keep the Space locked and must provide his own lock and key. The Occupant assumes full responsibility for all persons who have keys and access to the Space. If lock is not placed on unit or Space is found without a lock, Owner has the right to place a new lock on the Space to secure the Unit without creating a bailment. In such event, Owner shall have no liability to Occupant for any loss or damage whatsoever and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.
- 25 Military Service IF YOU ARE IN THE MILITARY SERVICE Occupant must provide written notice to Owner Owner will rely on this information to determine applicability of THE SERVICEMEMBERS CIVIL RELIEF ACT
- 26 Release of Information. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant s occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts
- 27 Notice to Occupant. Do not sign this agreement before you read it and fully understand the covenants contained herein. By signing this agreement the Occupant hereby acknowledges that he has read, understands and accepts all the terms and conditions expressed in this agreement.
- 28 Financial Information Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others

 29 Climate Control. Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal.
- temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humsdaty

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NO		

IN THE MATTER OF APPROVING THE AMENDED HOMESTEAD EXEMPTION APPLICATION

There came on this day for consideration the matter of approving the Amended Homestead Exemption Application

After motion by Lynn Horton this Board doth vote unanimously to authorize to approve of the Amended Homestead Exemption Application as attached hereto as Exhibit A

SO ORDERED this the 25th day of August, 2016

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İ	B has/have complied with the income tax laws of this state		No 🔲	
	C has/have complied with the road and bridge privilege tax laws of this state	Yes N	⁴ ○	
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n e	considered to be such violations. The penalties imposed include the additional as rge, a charge of perjury, a felony charge, a fine of up to \$5,000, imprisonment, of up	sessment of double the amount	of taxes lost due to a fraudulent claim, a misdemeanor	E
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IN THE MATTER OF AUTHORIZING TRAVEL FOR COUNTY OFFICIALS

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

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize and approve of Sawana Walker and Linda Ivy, both Election Commissioners, to travel to Jackson, MS for Election training as attached hereto as Exhibit A

SO ORDERED this the 25th day of August, 2016

Memo

To:

CLAY COUNTY BOARD OF SUPERIVSORS

From:

CLAY COUNTY ELECTION COMMISSIONERS

cc:

Amy Berry

Date:

August 23, 2016

Re:

TSX "TRAIN THE TRAINER" SESSIONS

Traveling Approval

We are requesting that you would allow two of the Election Commissioners Linda by and Sawana Walker to attend the TSX "Train the Trainer" Session that will be held on September 13, 2016 at Itawamba Community College, Belden, MS

Thank you,

Linda İvy Chairman



DELBERT HOSEMANN Secretary of State

PRE-REGISTRATION FORM

TSX "Train the Trainer" Sessions, County Election Officials

Please fill out one form for each training participant.
PLEASE PRINT

NAME SOUBLE WALKER
MAILING ADDRESS 10395 CCC Line Pd
CITY PROLPIE STATE MS ZIP 39756
PHONE 662448 4690 SECONDARY PHONE 662 295 9663
COUNTY CLAY DISTRICT (if applicable) 4
EMAIL ADDRESS SQWQNZWZIKOR @ gmail com
CHECK ONE OF THE FOLLOWING THAT DESCRIBES YOUR POSITION/TITLE IN ELECTIONS
County Circuit Clerk
County Deputy Clerk
County Election Commission Member
OTHER (Please specify)
PLEASE CHECK THE BLANK BY THE TRAINING SESSION YOU PLAN TO ATTEND
September 13, 2016, from 10 00 am - 1 00 pm
Itawamba Community College, Belden Center, Room 507 - 3200 Adams Farm Road, Belden PRE-REGISTRATION DUE NO LATER THAN SEPT 6, 2016 AT 5 00 PM
September 15, 2016, from 10 00 am — 1 00 pm
The Capps Center, Room 109 – 920 Hwy 82 West, Indianola
PRE-REGISTRATION DUE NO LATER THAN SEPT 8, 2016 AT 5 00 PM
September 21, 2016, from 10 00 am – 1 00 pm
Lyman Convention Center - 13472 Hwy 49 Gulfport
PRE-REGISTRATION DUE NO LATER THAN SEPT 14, 2016 AT 5 00 PM
September 23, 2016, from 10 00 am - 1 00 pm
Lake Terrace Convention Center Forrest Room - 1 Convention Center Plaza, Hattiesburg
PRE-REGISTRATION DUE NO LATER THAN SEPTEMBER 16, 2016 AT 5 00 PM
September 27, 2016, from 10 00 am 1 00 pm
Mississippi Secretary of State's Office - 125 S Congress Street, Vicksburg Room 17th Floor Jackson
PRE-REGISTRATION DUE NO LATER THAN SEPTEMBER 20, 2016 AT 5 00 PM

Please fax/mail your completed pre-registration form by the dates indicated to Mary Beth Samsel, Elections Training Coordinator

MS Secretary of State's Office

P O Box 136

Jackson, MS 39205 Mary.Samsel@sos ms gov Phone 601-359-6687, Fax 601-576-2545 or Fax#2 601-359-5019



DELBERT HOSEMANN Secretary of State

PRE-REGISTRATION FORM

TSX "Train the Trainer" Sessions, County Election Officials
Please fill out one form for each training participant.

PLEASE PRINT

NAME LINDA IUU
MAILING ADDRESS 933 CALVER STREET EXT
CITY WEST POINT STATE MS ZIP 39773
PHONE 662494-929 SECONDARY PHONE 662 854-102
COUNTY C/AU DISTRICT (1f applicable)
EMAIL ADDRESS Onea/283@ yahoo. Com
CHECK ONE OF THE FOLLOWING THAT DESCRIBES YOUR POSITION/TITLE IN ELECTIONS
County Circuit Clerk
County Deputy Clerk
County Election Commission Member
OTHER (Please specify)
PLEASE CHECK THE BLANK BY THE TRAINING SESSION YOU PLAN TO ATTEND September 13, 2016, from 10 00 am - 1 00 pm Itawamba Community College, Belden Center, Room 507 - 3200 Adams Farm Road, Belden PRE-REGISTRATION DUE NO LATER THAN SEPT 6, 2016 AT 5 00 PM
September 15, 2016, from 10 00 am — 1 00 pm
The Capps Center, Room 109 – 920 Hwy 82 West, Indianola PRE-REGISTRATION DUE NO LATER THAN SEPT 8, 2016 AT 5 00 PM
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September 23, 2016, from 10 00 am - 1 00 pm
Lake Terrace Convention Center, Forrest Room - 1 Convention Center Plaza, Hattiesburg PRE-REGISTRATION DUE NO LATER THAN SEPTEMBER 16, 2016 AT 5 00 PM
September 27, 2016, from 10 00 am – 1 00 pm

Please fax/mail your completed pre-registration form by the dates indicated to Mary Beth Samsel, Elections Training Coordinator MS Secretary of State's Office P O Box 136

Jackson, MS 39205 Mary Samsel@sos ms.gov Phone 601-359-6687, Fax 601-576-2545 or Fax#2 601-359-5019

NO.		

IN THE MATTER OF MAKING APPOINTMENTS TO THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT BOARD

There came on this day for consideration the matter of making appointments to the Clay County Economic Development District Board (EDD)

It appears to this Board the time has come to appoint three (3) appointees to serve on the Clay County Economic Development District Board commencing now in August 2016 and ending June 30, 2019

After motion by Luke Lummus and second by Joe Chandler this Board doth vote? unanimously to appoint Tom Epps, Tommy Coleman, and Bennie Jones to serve on the Clay County Economic Development District Board for a three year term beginning now and ending June 30, 2019

SO ORDERED this the 25th day of August, 2016

the terms would have to be staggered. Furthermore he pointed out the By-laws called for a President, Vice-President, and Secretary/Treasurer and that these officers were required by Miss Code to be bonded with a bond of \$50,000.

Bob Marshall recommended the selection of Trustees for initial staggered terms. The term selection process was as follows each Trustee was given a numbered piece of paper numbered 1 thru 7, a second set of numbers numbered 1 thru 7 were placed in a bowl and randomly drawn. The following individuals were selected to serve the initial staggered term. One year term commencing July 2014 Kyle Chandler III and Scott Ross, Two year term commencing July 2015 Milton Sundbeck and Larry Barton. Three year term commencing July 2016 Tom Epps, Bennie Jones, and Jacobson.

Bob Marshall addressed the need to select officers for the EDD Board. At this time, Bob Marshall opened the floor for nominations for President. Jim Murray and Bennie Jones simultaneously nominated Scott Ross. No other nominations were made. The floor was closed for nominations. The motion was made by Bennie Jones for Scott Ross to serve as President of the EDD. The motion was seconded by Jim Murray. The motion carried unanimously

Bob Marshall opened the floor for nominations for Vice-President. Bennie Jones nominated Tom Epps No other nominations were made. The floor was closed for nominations. The motion was made by Bennie Jones for Tom Epps to serve as Vice-President of the EDD. The motion was seconded by Jim Murray. The motion carried unanimously

Joe Max Higgins went thru and reviewed the entire Yokohama plan

Chars Pace went thru time line of events. Phase I consists of the acquisition of properties Kyle Chandler. III stated that he should recuse himself from any discussions on the purchase of property from Bryanmere, Inc. due to his sister-in-law being a stockholder of such corporation who would be a recipient of the acquisition proceeds. Mr. Chandler has no pecuniary interest in the corporation or the sale of the property. Prior to Kyle Chandler, III's leaving the room, Malion Sundbeck made a motion for the EDD Board attorney to draft a Conflict of Interest document and Confidentiality Agreement for each Trustee to sign. The motion was seconded by Kyle Chandler III. The motion carried unanimously. Kyle Chandler III left the room and did not return until all discussions relative to Bryanmere, Inc. had been completed.

Chris Pace continued discussing the acquisition of land process Pace discussed Phase II would be the receipt of bond proceeds by the County for the acquisition of lands Pace outlined

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he had prepared a resolution to be approved today authorizing the acquisition of real property and the execution of related documents and instruments related to such real property acquisition required for the new economic development project by Yokohama Tire Manufacturing Mississippi, LLC. Both Higgins and Pace acknowledge upon approval of the resolution today the EDD would need to meet again discussing the grazing and farm agreement with the Fisher's The motion was made by Milton Sundbeck to authorize the acquisition of real property and to approve and authorize the President to execute any related documents and instruments related to such real property acquisition required for the new economic development project by Yokohama Tire Manufacturing, LLC. The motion was seconded by Jim Murray. The motion carried unanimously

Kyle Chandler III came back into the room.

Chris Pace facilitated the discussion of the lease agreement with the Fisher's for the grazing contract and the lease agreement with the existing farmers of the said properties. A motion was made by Milton Sundbeck giving the authority to the LINK and the EDD Board attorney to negotiate the lease for the grazing and with the existing farmers on a long term basis subject to final approval of the said agreement being approved by the EDD. The motion was second by Tom Epps. The motion carried unanimously

Larry Barton requested clarification of what is open versus public at the EDD meetings. Bob Marshall clarified all meetings held by the EDD are open but when discussing the sale rent, and lease of properties involving potential economic development projects the Board would discuss those matters in executive session.

There being no further business to come before the Board, upon motion by Milton Sundbeck seconded by Larry Barton, and the motion unanimously carried, the said meeting was adjourned.

CORPORATE SEAL

SO ORDERED this the

ATTEST

ary/Treasurer

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NO	i
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IN THE MATTER OF AUTHORIZING AND APPROVING TO SPREAD ON THE MINUTES THE BCAP REPORT

There came on this day for consideration the matter of authorizing and approving to spread on the minutes the BCAP Report

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to spread on the minutes the BCAP report for the month of July 2016 as attached hereto as Exhibit A

SO ORDERED this the 25th day of August, 2016

Monthly BCAP Report

Jul-16

Direct Control

Project	Hours	Beavers	Dams
Baker rd Turner	4 5	1	0
R B rd Smith	3	1	0
Wicks rd	5 5	0	2
McNulty rd	2	1	0

T A Survey

Hours

5 5

Location

S Bennett rd, Beacon, Beasley rd Tibbee Lake, Adams Place, Brand Place, Tomcat rd, Old Mayhew rd, Blair rd, Hwy 46 Williamson, Hwy 46 Murry, Happy Hollow rd, Decker rd, Pate rd, CWC Line rd, Hwy 50 Pate, B Ferry rd (2 spots)

Report submitted by

Johnny Carter

662-803-6929

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 authorize to go into closed session

SO ORDERED this the 25th day of August, 2016

President

NO.

IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPI 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 go into executive session as allowed under Section 25-41-7 of the Mississippi Code to discuss a personnel matter and for the minute's to reflect that the Chancery Clerk recused herself from the executive session

SO ORDERED this the 25th day August, 2016

NO	

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of executive session

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

SO ORDERED this the 25th day of August, 2016

NO

IN THE MATTER OF APPOINTING ERROLYN GRAY AS THE ASSISTANT PURCHASE CLERK

There came on this day for consideration the matter of appointing Errolyn Gray as the Assistant Purchase Clerk

It appears to this Board Ava Harris was the appointed Assistant Purchase Clerk but has turned in her notice effective September 1, 2016 she will be working part-time due to her wanting to go back to school and take secondary courses, and

It appears to this Board an Assistant Purchase Clerk needs to be available during business hours to assist the purchase clerk with her duties

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize to appoint Errolyn Gray as the Assistant Purchase Clerk and for her to be compensated at the current rate of pay for the said position

SO ORDERED this the 25th day of August, 2016

IN THE MATTER OF AUHORIZING TO PARTICIPATE IN THE 2017 BEAVER CONTROL ASSISTANCE PROGRAM

There came on this day for consideration the matter of authorizing to participate in the 2017 Beaver Control Assistance Program

It appears to this Board a request has been received from the USDA Wildlife Services Division to consider participating in the 2017 State Beaver Control Assistance Program as attached hereto as Exhibit A at the annual fee of \$7,500 00

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve to participate in the State 2017 Beaver Control Assistance. Program at the annual fee of \$7,500 00 and further orders, the Clerk to remit proof of payment for participating in the Beaver Control Program to the Tombigbee River Valley Water Management District who will reimburse the County for half of the annual fee

SO ORDERED this the 25th day of August, 2016



United States Department of Agriculture

August 8, 2016

Animal and Plant Health Inspection Service

| | Wildlife Services

P O Drawer FW Mississippi State MS 39762

Phone 662-325-3014 Fax: 662-325-3690 Ms Berry

I have enclosed the Cooperative Service Agreement for your County Office to complete so that Clay County will be included in the 2017 Beaver Control Assistance Program (BCAP)

Please fill out the highlighted areas on the Cooperative Service Agreement

I have also included an invoice for payment in the amount of \$7,500 00 for the enrollment fee. Please return the completed form and the enrollment fee to the Mississippi State Office.

USDA APHIS Wildlife Services PO Drawer FW Mississippi State, MS 39762

Feel free to contact me with any questions or concerns at (662) 325-3014

Thank you,

Brenda Clayton Program Support Assistant

enclosures



COOPERATIVE SERVICE AGREEMENT

Between

Clay County

and the

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page

ARTICLE 2

AF SWS has statutory authority under the Act of March 2, 1931 (46 Stat 1468, 7 U S C 426-426b) as amended, and the Act of December 22, 1987 (101Stat 1329-331, 7 U S C 426c), to cooperate with States local jurisdictions, individuals, public and private agencies organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture forestry, animal husbandry, wildlife, and human health and safety

ARTICLE 3

APHIS WS and the CLAY COUNTY agree

- 1 APHIS WS will provide the requested wildlife damage management services
- 2 The CLAY COUNTY will provide the U S Department of Agriculture the sum of \$7,500 00 to cover the costs as outlined in the Financial Plan Payment will be made by check payable to "U S Department of Agriculture" by a mutually agreed upon date
- 3 The Clay County ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
- 4 The monies received by APHIS WS will be used for wildlife damage management activities
- Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement
- 6 Clay County certifies that APHIS WS has advised the Clay County that there may be private sector service providers available to provide wildlife management services that the Clay County is seeking from APHIS WS
- 7 The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pu int to Section 22 Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this nent or to any benefit to arise therefrom

ARTICLE 5

APHIS assumes no hability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U S C 1346(b), 2401(b), and 2671-2680)

ARTICLE 6

The Agreement shall become effective October 1, 2016 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Clay County does not provide necessary funds. APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number 64-6000 25 2		
Name Clay Cornty US	USDA-APHIS-Wildlife Service	es
Lest Point 15 39773	PO Drawer FW Mississippi State, MS 39762	
Clay County's Signature Date	State Director	Date

WORK PLAN

Wildlife Species Beaver, Muskrat, Nutria	
Location Clay County, MS	
Secuces Provided BCAP Enrollment fee **Effective Date October 1, 2016 to September 30, 2017**	
W <u>all provide animal damage management for the named county to reduce damage by beaver, muskrat, n</u>	utno to the lowest
level possible as long as funds are available Target animals will be removed with Conibear body grip trap	
traps, and shooting Beaver dams will be removed by hand, or explosives utilized by WS, or backhoe when	
county road department	
_	

FINANCIAL PLAN BCAP Enrollment Fee

Personnel Costs Supplies		\$4,856 00 \$1,601 00
Subtotal (Direct Costs)		\$6,457 00
Indirect Costs		\$1,043 00
	TOTAL	\$7,500 00

The above figures are only estimates. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$7,500.00

*Services will be provided as long as funds are available When current funds have been Exhausted services will cease unless further funds are provided

Financial Point of Contact

Clay County

Name to call for billing questions>

hone

APHIS, WS

Brenda Clayton, Program Support Assistant

<Budget Personnel Name>

<u>662-325-3014</u>

Phone



United States
Department of
Agniculture

Animal and Plant Health Inspection Service Wildlife Services

Payment Due

MISSISSIPPI

BILL FOR COLLECTION

		OOPERATOR	= =
Amy E PO B	County Berry ox 815 Point MS 39773		
TIN			
	Telephone	662-494-3124	

Bill Number	BD 7228-16-413
Billing Date	8/8/2016

DETAIL

DESCRIPTION

AMOUNT

10/30/2016

ENROLLMENT FEE FOR BEAVER CONTROL ASSISTANCE PROGRAM FY 2017

\$7 500 00

\$7,500 00

PLEASE INCLUDE A COPY OF THIS BILL WITH YOUR PAYMENT

:: T	- Marie -		¥5 94 <u>+</u>	ACCOUNT	SUN	IMAR	Y		gr-sylvat gr-	
ОΓ	interna	al use	only	,	•					
				Total				7.500	00	

NEW INFORMATION ABOUT HOW TO PAY

TOTAL DUE

Please remit payment within

PO Drawer FW

30 days to

Mississippi State MS 39762

PAYMENTS MUST INCLUDE A COPY OF THIS BILL

Make checks payable to USDA APHIS

Please write your bill number on your check

In accordance with the Debt Collection Improvement Act of 1996 invoices issued by USDA-APHIS are due and payable within 30 days. Payments not received by the due date are subject to late payment charges assessed at the rate established by the Dept of Treasury (31 USC 3717)

Please be sure to mail your check to the following address

USDA APHIS WILDLIFE SERVICES
P O DRAWER FW
MISSISSIPPI STATE MS 39762

For questions concerning this bill please contact Brenda Clayton 662 325-3014

Cooperator Copy

Remittance Copy

State Office Copy/Fax ART

WS Farm 16

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize to recess until Monday, August 29, 2016, at 9 00 a m at the Clay County Courthouse

SO ORDERED this the 25th day of August, 2016