

**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 February, 2017, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R. B Davis, and Shelton Deanes, President, and Joe Chandler Also present were Amy G Berry, Chancery Clerk and Clerk to the Board, Angela Turner-Ford, Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

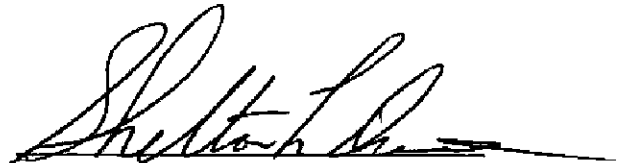
**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON FEBRUARY 9, 2017**

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There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on February 9, 2017

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

SO ORDERED this the 9th day of February, 2017



President

**Clay County Board of Supervisors  
Agenda for Meeting Held  
Thursday, February 9, 2017 at 9 00 a.m**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Amanda Sheffield
  - MS Access to Care for the Elderly and Disabled
- Open bids for Project No LSBP-13(16) for the construction of 201 miles of TVA Road for the construction of Box Bridge, Box Culvert, and Approaches
- Open bids for Project No SAP-13(10)M for the construction of 755 miles of cold milling, crack seal, and surfacing on the Barton Ferry Road
- Open bids for Project No SAP-3(10)M for the construction of 5 551 miles of Hot Mix Asphalt overlay, Marking, and Striping on Road "A" through "D"
- Luke Lummus -
  - Authorize and approve to amend the legal descriptions for the existing fire grading districts to expand to the full 5 mile radius
  - Originally when the fire grading districts were established some of the grading districts did not extend to the 5 mile radius, this amendment to an existing grading district will extend the legal description and coverage the full 5 mile radius
- Authorize and approve to go into closed session to discuss a personnel matter as allowed under Section 25-41-7 of *the Mississippi Code*
- Recess until Monday, Thursday February 23, 2017 at 9 00 a.m

**Announcement**

Growth Alliance Banquet tonight beginning with Business Networking at 5 00 Dinner beginning at 6 30

**Amendments**

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NO

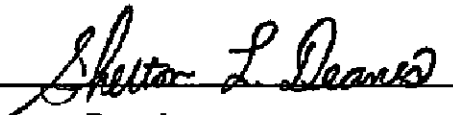
**IN THE MATTER OF AUTHORIZING AND APPROVING TO EXPAND THE  
EXISTING FIRE GRADING DISTRICTS OF PHEBA, TIBBEE, WEST CENTRAL,  
AND EAST CLAY COUNTY TO THE FULL FIVE MILE RADIUS**

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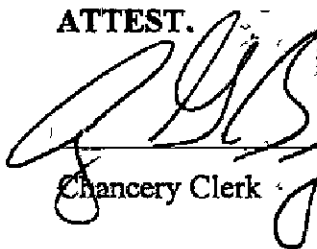
There came on this day for consideration the matter of authorizing and approving to expand the existing fire grading districts of Pheba, Tibbee, West Central, and East Clay County to the full five mile radius

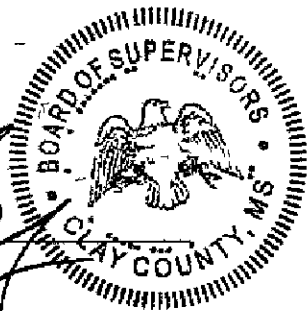
After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to expand the existing fire grading districts of Pheba, Tibbee, West Central, and East Clay County to the full five mile radius as reflected in the exhibit as attached hereto as Exhibit A.

SO ORDERED this the 9<sup>th</sup> day of February, 2017

  
\_\_\_\_\_  
President

ATTEST.

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



# Clay County

## Fire Coverage Description

### Pheba

Beginning at the Southeast corner of Section 25, Township 20 North, Range 13 East, Clay County Mississippi,  
thence run Westerly at 270 degrees from North for a distance of 8 miles more or less to the Southwest corner of Section 26, Township 20 North, Range 12 East,  
thence run Northerly at 0 degrees from North for a distance of 5 15 miles more or less to the Northwest corner of Section 35, Township 21 North, Range 12 East,  
thence run Northeasterly at 40 degrees from North along the Northern boundary of Sections 35 and 36, Township 21 North, Range 12 East for a distance of 2 04 miles more or less to a point 1972 feet more or less North of the Southeast corner of Section 31, Township 21 North, Range 13 East, on the Western boundary of Section 31, Township 21 North, Range 13 East,  
thence run Easterly at 90 degrees from North for a distance of 2 59 miles more or less to a point 1277 feet more or less North of the Southern boundary of Section 33 in the Southeast quarter of Section 33, Township 21 North, Range 13 East,  
thence run Northerly at 0 degrees from North for a distance of 3173 feet more or less to a point 791 feet more or less South of the Northern boundary of Section 33, in the Northeastern quarter of Section 33, Township 21 North, Range 13 East,  
thence run Easterly at 90 degrees from North for a distance of 1 15 miles more or less to a point 1425 feet more or less West of the Eastern boundary of Section 34 in the Northeast quarter of Section 34, Township 21 North, Range 13 East,  
thence run Southerly at 180 degrees from North for a distance of 4431 feet more or less to a point 1425 feet more or less West of the Southeastern corner of Section 34, on the Southern boundary of Section 34, Township 21 North, Range 13 East,  
thence run Easterly at 90 degrees from North for a distance of 3 32 miles more or less following the Northern boundaries of Section 3, 2, and 1 of Township 20 North, Range 13 East, and Sections 4 and 3, Township 17 South, Range 4 East to a point at the Northeast corner of Sections 3, Township 17 South, Range 4 East,  
thence run Southerly at 180 degrees from North for a distance of 1 49 miles more or less to a point 2586 feet more or less South of the Southeastern corner of Section 3, Township 17 South, Range 4 East where the Eastern boundary of Section 10, Township 17 South, Range 4 East meets Johnson Creek,  
thence run Northwesterly following Johnson creek and the Southern boundary of Section 10, Township 17 South, Range 4 East to a point 2646 feet East of the Northwest corner of Section 7, Township 20 North, Range 14 East on the Northern boundary of Section 7, Township 20 North, Range 14 East,  
thence run Southerly at 180 degrees from North for a distance of 4 03 miles more or less to a point at the Southeast corner of Section 25, Township 20 North, Range 13 East, which is also the point of beginning

## Clay County

### Fire Coverage Description

#### Tibbee

Beginning at the Southwest corner of Section 18, Township 19 North, Range 16 East, Clay County Mississippi,  
thence run Northerly at 0 degrees from North for a distance of 4 06 miles more or less to the Northwest corner of Section 31, Township 20 North, Range 16 East,  
thence run Easterly at 90 degrees from North for a distance of 1 01 miles more or less to a point 978 feet more or less West of the Eastern boundary of Section 27, in the Southeast quarter of Section 27, Township 17 South, Range 6 East,  
thence run Northerly at 0 degrees from North for a distance of 4578 feet more or less to a point 990 feet more or less West of the Northeast corner of Section 27, on the Northern boundary of Section 27, Township 17 South, Range 6 East,  
thence run Easterly at 90 degrees from North for a distance of 3600 feet more or less to a point 2717 feet more or less West of the Northeast corner of Section 26, on the Northern boundary of Section 26, Township 17 South, Range 6 East,  
thence run Southerly at 180 degrees from North for a distance of 2615 feet more or less to a point 2646 feet more or less West of the Eastern boundary of Section 26, in the center of Section 26, Township 17 South, Range 6 East,  
thence run Easterly at 90 degrees from North for a distance of 1 60 miles more or less to a point 2589 feet more or less North of the Southeast corner of Section 25, on the Eastern boundary of Section 25, Township 17 South, Range 6 East,  
thence run Southerly at 180 degrees from North for a distance of 2589 feet more or less to a point at the Southeast corner of Section 25, Township 17 South, Range 6 East,  
thence run Easterly at 90 degrees from North for a distance of 2 00 miles more or less to a point at the Northeast corner of Section 32, Township 20 South, Range 16 East,  
thence run Southerly at 180 degrees from North for a distance of 4787 feet more or less to a point at the Southeast corner of Section 32, Township 20 South, Range 16 East,  
thence run Westerly at 270 degrees from North for a distance of 1279 feet more or less to a point at the Southwest corner of Section 32, Township 20 South, Range 16 East,  
thence run Southerly at 180 degrees from North for a distance of 2 34 miles more or less to a point 1805 feet more or less South of the Northeast corner of Section 14, on the Southern boundary of Clay county at the intersection of Catalpa Creek, Section 14, Township 19 North, Range 16 East,  
thence run Westerly at 270 degrees from North for a distance of 5 63 miles more or less, along the Southern boundary of Clay County, to a point at the Southwest corner of Section 18, Township 19 North, Range 16 East, which is also the point of beginning

**Clay County**  
**Fire Coverage Description**  
**West Central Clay**

Beginning at the Southwest corner of Section 30, Township 20 North, Range 14 East, Clay County Mississippi,  
thence run Northerly at 0 degrees from North for a distance of 4 02 miles more or less to the Northwest corner of Section 7, Township 20 North, Range 14 East,  
thence run Easterly at 90 degrees from North for a distance of 2646 feet more or less to a point at the intersection of Johnson Creek and the northern boundary of Section 7, Township 20 North, Range 14 East,  
thence run Southeasterly following Johnson Creek to its intersection with the Southwest corner of Section 11, Township 17 South, Range 4 East,  
thence run Northerly at 0 degrees from North for a distance of 2 50 miles more or less to the Northwest corner of Section 35, Township 16 South, Range 4 East,  
thence run Westerly at 270 degrees from North for a distance of 2 04 miles more or less to the Southwest corner of Section 28, Township 16 South, Range 4 East,  
thence run Northerly at 0 degrees from North for a distance of 1 00 miles more or less to the Northwest corner of Section 28, Township 16 South, Range 4 East,  
thence run Westerly at 270 degrees from North for a distance of 5 00 miles more or less to the Southwest corner of Section 19, Township 21 North, Range 13 East,  
thence run Northerly at 0 degrees from North along the Western boundary of Section 19, Township 21 North, Range 13 East and Section 22, Township 16 South, Range 3 East for a distance of 1 02 miles more or less to the Northwest corner of Section 22, Township 16 South, Range 3 East,  
thence run Westerly at 270 degrees from North for a distance of 2 00 miles more or less to the Southwest corner of Section 17, Township 16 South, Range 3 East,  
thence run Northerly at 0 degrees from North for a distance of 2 01 miles more or less to the Northwest corner of Section 8, Township 16 South, Range 3 East,  
thence run Westerly at 270 degrees from North for a distance of 1848 feet more or less to a point 3439 feet more or less East of the Western boundary of Section 6, on the Southern boundary of Section 6, Township 16 South, Range 3 East,  
thence run Northerly at 0 degrees from North for a distance of 1 24 miles more or less to a point 1839 feet more or less West of the Eastern boundary of Section 31, in the Southeast quarter of Section 31, Township 15 South, Range 3 East,  
thence run Easterly at 90 degrees from North for a distance of 1263 feet more or less to a point 577 feet more or less West of the Eastern boundary of Section 31, in the Southeast quarter of Section 31, Township 15 South, Range 3 East,  
thence run Northerly at 0 degrees from North for a distance of 4099 feet more or less to a point 577 feet more or less West of the Northeastern corner of Section 31, on the Northern boundary of Section 31, Township 15 South, Range 3 East,  
thence run Easterly at 90 degrees from North for a distance of 2 13 miles more or less to the Southwest corner of Section 27, Township 15 South, Range 3 East,

thence run Northerly at 0 degrees from North for a distance of 1 00 miles more or less to the Northwest corner of Section 27, Township 15 South, Range 3 East,  
 thence run Easterly at 90 degrees from North for a distance of 4 64 miles more or less to a point 1509 feet more or less West of the Southeastern corner of Section 20, on the Southern boundary of Section 20, Township 15 South, Range 4 East,  
 thence run Northerly at 0 degrees from North for a distance of 1240 feet more or less to a point 1497 feet more or less West of the Eastern boundary of Section 20, in the Southeast quarter of Section 20, Township 15 South, Range 4 East,  
 thence run Easterly at 90 degrees from North for a distance of 2030 feet more or less to a point 522 feet more or less East of the Western boundary of Section 21, in the Southwest quarter of Section 21, Township 15 South, Range 4 East,  
 thence run Southerly at 180 degrees from North for a distance of 4836c feet more or less to a point 553 feet more or less East of the Western boundary of Section 28, in the Southwest quarter of Section 28, Township 15 South, Range 4 East,  
 thence run Westerly at 270 degrees from North for a distance of 553 feet more or less to a point 1826 feet more or less North of the Southwestern corner of Section 28, on the Western boundary of Section 28, Township 15 South, Range 4 East,  
 thence run Southerly at 180 degrees from North for a distance of 1 89 miles more or less to a point 2576 feet more or less North of the Southwestern corner of Section 4, on the Western boundary of Section 4, Township 16 South, Range 4 East,  
 thence run Easterly at 90 degrees from North for a distance of 1 12 miles more or less to a point 642 feet more or less East of the Western boundary of Section 3, in the Southwest quarter of Section 3, Township 16 South, Range 4 East,  
 thence run Southerly at 180 degrees from North for a distance of 1 50 miles more or less to a point 656 feet more or less East of the Southwestern corner of Section 10, on the Southern boundary of Section 10, Township 16 South, Range 4 East,  
 thence run Westerly at 270 degrees from North for a distance of 1 11 miles more or less to the Northwest corner of Section 16, Township 16 South, Range 4 East,  
 thence run Southerly at 180 degrees from North for a distance of 1 00 miles more or less to the Southwest corner of Section 16, Township 16 South, Range 4 East,  
 thence run Easterly at 90 degrees from North for a distance of 1 00 miles more or less to the Southeast corner of Section 16, Township 16 South, Range 4 East,  
 thence run Northerly at 0 degrees from North for a distance of 1038 feet more or less to a point 4301 feet more or less South of the Northeast corner of Section 16, on the Eastern boundary of Section 16, Township 16 South, Range 4 East,  
 thence run Easterly at 90 degrees from North for a distance of 3812 feet more or less to a point 1493 feet more or less West of the Eastern boundary of Section 15, in the Southeast quarter of Section 15, Township 16 South, Range 4 East,  
 thence run Northerly at 0 degrees from North for a distance of 3181 feet more or less to a point 1098 feet more or less South of the Northern boundary of Section 15, in the Northeast quarter of Section 15, Township 16 South, Range 4 East,  
 thence run Easterly at 90 degrees from North for a distance of 1 29 miles more or less to a point 1065 feet more or less South of the Northeast corner of Section 14, on the Eastern boundary of Section 14, Township 16 South, Range 4 East,

thence run Southerly at 180 degrees from North for a distance of 2042 feet more or less to a point 2154 feet more or less North of the Southeast corner of Section 14, on the Eastern boundary of Section 14, Township 16 South, Range 4 East,  
thence run Easterly at 90 degrees from North for a distance of 3 02 miles more or less to a point 3008 feet more or less South of the Northeast corner of Section 17, on the Eastern boundary of Section 17, Township 16 South, Range 5 East,  
thence run Southerly at 180 degrees from North for a distance of 1 44 miles more or less to the Southwest corner of Section 21, Township 16 South, Range 5 East,  
thence run Easterly at 90 degrees from North for a distance of 2 00 miles more or less to the Southeast corner of Section 22, Township 16 South, Range 5 East,  
thence run Southerly at 180 degrees from North for a distance of 1 00 miles more or less to the Southwest corner of Section 26, Township 16 South, Range 5 East,  
thence run Easterly at 90 degrees from North for a distance of 1 00 miles more or less to the Southeast corner of Section 26, Township 16 South, Range 5 East,  
thence run Southerly at 180 degrees from North for a distance of 2 00 miles more or less to the Southwest corner of Section 1, Township 17 South, Range 5 East,  
thence run Easterly at 90 degrees from North for a distance of 1 00 miles more or less to the Southeast corner of Section 1, Township 17 South, Range 5 East,  
thence run Southerly at 180 degrees from North for a distance of 4 00 miles more or less to the Southeast corner of Section 25, Township 17 South, Range 5 East,  
thence run Westerly at 270 degrees from North for a distance of 1355 feet more or less to a point at the intersection of Line Creek and the Southern boundary of Section 25, Township 17 South, Range 5 East,  
thence run Westerly at 270 degrees from North for a distance of 9 45 miles more or less following the Southern boundary of Clay County to the Southwestern corner of Section 30, Township 20 North, Range 14 East which is also the point of beginning



## Clay County

### Fire Coverage Description

#### East Clay

Beginning at the Northeast corner of Section 22, Township 16 South, Range 7 East, Clay County Mississippi,  
thence run Southerly at 180 degrees from North for a distance of 3 02 miles more or less to a point at the Southeast corner of Section 34, Township 16 South, Range 7 East,  
thence run Easterly at 90 degrees from North for a distance of 1 00 miles more or less to a point at the Northeast corner of Section 2, Township 17 South, Range 7 East,  
thence run Southerly at 180 degrees from North for a distance of 1 00 miles more or less to a point at the Southeast corner of Section 2, Township 17 South, Range 7 East,  
thence run Easterly at 90 degrees from North for a distance of 1 31 miles more or less to a point at the intersection of the northern boundary of Section 7 and the Tombigbee River, which is the Eastern boundary of Clay county, Section 7, Township 17 South, Range 8 East,  
thence run Southerly at 180 degrees from North for a distance of 10 34 miles more or less, following the Tombigbee River which is the Eastern boundary of Clay County, to a point at the intersection of the Tombigbee River and the Eastern boundary of Section 8, Township 19 North, Range 8 East,  
thence run Easterly at 90 degrees from North for a distance of 16 19 miles more or less, following the Tombigbee River, Tibbee Creek, and Catalpa Creek which is the Southern boundary of Clay County, to a point at the intersection of Catalpa Creek and the Western boundary of Section 13, Township 19 North, Range 16 East,  
thence run Northerly at 0 degrees from North for a distance of 2 34 miles more or less to a point at the Northwest corner of Section 1, Township 19 North, Range 16 East,  
thence run Easterly at 90 degrees from North for a distance of 1279 feet more or less to a point at the Southeast corner of Section 32, Township 17 South, Range 7 East,  
thence run Northerly at 0 degrees from North for a distance of 4733 feet more or less to a point at the Northeast corner of Section 32, Township 17 South, Range 7 East,  
thence run Westerly at 270 degrees from North for a distance of 1 50 miles more or less to a point 1660 feet more or less West of the Southeast corner of Section 30, on the Southern boundary of Section 30, Township 17 South, Range 7 East,  
thence run Northerly at 0 degrees from North for a distance of 1 00 miles more or less to a point 2640 feet more or less East of the Northwest corner of Section 30, on the Northern boundary of Section 30, Township 17 South, Range 7 East,  
thence run Westerly at 270 degrees from North for a distance of 2652 feet more or less to a point at the Northwest corner of Section 30, Township 17 South, Range 7 East,  
thence run Northerly at 0 degrees from North for a distance of 4 01 miles more or less to a point at the Northeast corner of Section 1, Township 17 South, Range 6 East,  
thence run Westerly at 270 degrees from North for a distance of 4 32 miles more or less to a point 1216 feet more or less West of the Southeast corner of Section 32, on the Southern boundary of Section 32, Township 16 South, Range 6 East,

thence run Northerly at 0 degrees from North for a distance of 1 78 miles more or less to a point 1270 feet more or less South of the Northern boundary of Section 29, in the Northeastern quarter of Section 29, Township 16 South, Range 6 East,  
thence run Easterly at 90 degrees from North for a distance of 2402 feet more or less to a point 1185 feet more or less East of the Western boundary of Section 28, in the Northwest quarter of Section 28, Township 16 South, Range 6 East,  
thence run Northerly at 0 degrees from North for a distance of 1 25 miles more or less to a point 1200 feet more or less East of the Western boundary of Section 21, on the Northern boundary of Section 21, Township 16 South, Range 6 East,  
thence run Easterly at 90 degrees from North for a distance of 7 87 miles more or less to a point at the Northeast corner of Section 22, Township 16 South, Range 7 East, which is also the point of beginning

## Clay County

### Fire Coverage Description

#### Tibbee

Beginning at the Southwest corner of Section 18, Township 19 North, Range 16 East, Clay County Mississippi,  
thence run Northerly at 0 degrees from North for a distance of 4 06 miles more or less to the Northwest corner of Section 31, Township 20 North, Range 16 East,  
thence run Easterly at 90 degrees from North for a distance of 1 01 miles more or less to a point 978 feet more or less West of the Eastern boundary of Section 27, in the Southeast quarter of Section 27, Township 17 South, Range 6 East,  
thence run Northerly at 0 degrees from North for a distance of 4578 feet more or less to a point 990 feet more or less West of the Northeast corner of Section 27, on the Northern boundary of Section 27, Township 17 South, Range 6 East,  
thence run Easterly at 90 degrees from North for a distance of 3600 feet more or less to a point 2717 feet more or less West of the Northeast corner of Section 26, on the Northern boundary of Section 26, Township 17 South, Range 6 East,  
thence run Southerly at 180 degrees from North for a distance of 2615 feet more or less to a point 2646 feet more or less West of the Eastern boundary of Section 26, in the center of Section 26, Township 17 South, Range 6 East,  
thence run Easterly at 90 degrees from North for a distance of 1 60 miles more or less to a point 2589 feet more or less North of the Southeast corner of Section 25, on the Eastern boundary of Section 25, Township 17 South, Range 6 East,  
thence run Southerly at 180 degrees from North for a distance of 2589 feet more or less to a point at the Southeast corner of Section 25, Township 17 South, Range 6 East,  
thence run Easterly at 90 degrees from North for a distance of 2 00 miles more or less to a point at the Northeast corner of Section 32, Township 20 South, Range 16 East,  
thence run Southerly at 180 degrees from North for a distance of 4787 feet more or less to a point at the Southeast corner of Section 32, Township 20 South, Range 16 East,  
thence run Westerly at 270 degrees from North for a distance of 1279 feet more or less to a point at the Southwest corner of Section 32, Township 20 South, Range 16 East,  
thence run Southerly at 180 degrees from North for a distance of 2 34 miles more or less to a point 1805 feet more or less South of the Northeast corner of Section 14, on the Southern boundary of Clay county at the intersection of Catalpa Creek, Section 14, Township 19 North, Range 16 East,  
thence run Westerly at 270 degrees from North for a distance of 5 63 miles more or less, along the Southern boundary of Clay County, to a point at the Southwest corner of Section 18, Township 19 North, Range 16 East, which is also the point of beginning

NO \_\_\_\_\_

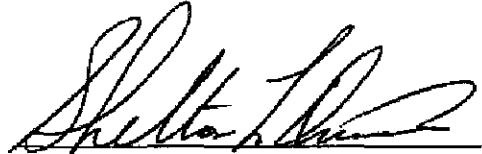
**IN THE MATTER OF TABLING THE ISSUE OF USING A COUNTY BUILDING TO  
PROVIDE LEGAL SERVICES FOR EXPUNGEMENT SERVICES**

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There came on this day for consideration the matter of using a County Building to provide legal services for expungement services

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to table the issue of using a County Building to provide legal services for expungement services

SO ORDERED this the 9<sup>th</sup> day of February, 2017



President

NO \_\_\_\_\_

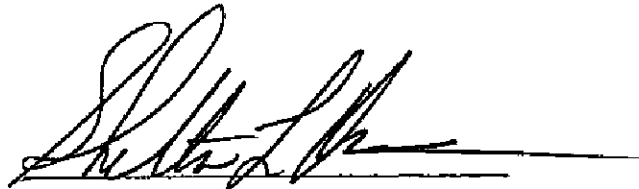
**IN THE MATTER OF AUTHORIZING AND APPROVING THE COPIER CONTRACT  
FOR THE SHERIFF'S DEPARTMENT**

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There came on this day for consideration the matter of authorizing and approving the copier contract for the Sheriff's Department.

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve of the state contract copier contract with Magnolia Business Systems as attached hereto as Exhibit A and further authorizes Sheriff Eddie Scott to execute the said contract

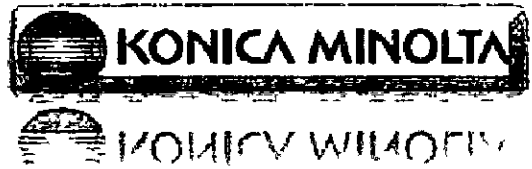
SO ORDERED this the 9<sup>th</sup> day of February, 2017



President



Magnolia  
Business and  
Systems



Are Pleased to Provide you the Following Quotation

**Clay County Sheriffs Department**

**Konica Minolta bizhub C308 Color Print/Copy/Scan  
(30 Pages Per Minute)**

Quote Date 9/30/2010 2017	Ordered By Sheriff Eddie Scott/Stanley Lee	Purchase Order Number
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Lease Quote is Good for 30 days

QTY Proposed	Description of Proposed Equipment	Inv Code	36 Month MBS Rental	48 Month MBS Rental
1	bizhub C308 Color Print/Copy/Scan	A7PY011X001	\$125.12	\$105.16
1	DF-704 Single Pass Dual Scan Document Feeder	A85GWY1	\$24.08	\$20.24
1	DK-510 Copy Desk/Storage	7640018680	\$2.99	\$2.51
1	MIP-15 Amp Line Monitor / Surge Protector	MIP-15	\$2.33	\$1.96
State of Mississippi Contract # 5-600-13963				
Purchase Authorized By		Sub Total	\$154.52	\$129.86
		Monthly Total	\$154.52	\$129.86

**Maintenance Program**

Maintenance programs are based on the national average of 5% coverage per color on paper. All service labor, travel, service parts, and toner is covered. You buy paper as needed.

Monochrome Prints  
Color Prints  
Document Scans

0.0098
0.0650
N/A

Thank you for your time in reviewing this quote, if it meets with your approval you may sign above or if you have any questions please call me at 662-244-8894 or my cell at 662-295-5261. I will be glad answer questions, make clarifications or adjustments. Thank you for the opportunity to provide service to you.

Sincerely,  
William Sullivan  
Account Executive





# Magnolia Business Systems

1540 Gardner Blvd. Columbus MS 39702 www.magnoliabusiness.com  
Office (662) 244-8894 Fax (662) 244 8892

## MACHINE RENTAL AGREEMENT

<b>Invoice To</b>	Clay County Sheriff Dept	<b>Ship To</b>	Clay County Sherriff Dept	<b>Phone #</b>	662-494-2846
	348 W Broad Street		348 W Broad Street	<b>Phone #</b>	
	West Point, MS 39773		West Point, MS 39773		
<b>Equipment</b>	BH C308	<b>Serial #</b>	A7PY011015356	<b>Location</b>	West Point, MS

48 Month Rental Agreement @ \$129 86 per month, starting 2/15/2017 and ending 2/14/2021

Customer Signature Stanley Lee Title Patrol Captain Date 2/15/2017

I HAVE READ AND UNDERSTAND THE SERVICE TERMS AND CONDITIONS BELOW

### TERMS AND CONDITIONS OF RENTAL AGREEMENT

**APPROVAL** This document will serve as a sales contract and is subject in all respects to approval and acceptance by Magnolia Business Systems Inc and when accepted is binding upon both parties. The equipment mentioned remains property of Magnolia Business unless buyout is exercised at rental end.  
**CONDITIONS** Under this agreement, it is understood that Magnolia Business Systems, Inc will rent the listed equipment. Magnolia Business Systems, Inc will perform maintenance as outlined in the terms and conditions of a separate machine service agreement which must remain in effect for the rental term.

**SECURITY INTEREST** It is expressly agreed that buyer hereby grants to Magnolia Business Systems, Inc a security interest in and to all supplies, machines and equipment, including the proceeds thereof covered by this sales contract until full payment of the purchase price for such items has been made to Magnolia Business Systems, Inc. This document shall constitute a security agreement and authorizes the filing of a financing statement which Magnolia Business Systems, Inc deems desirable to protect security interest herein and does further authorize the filing of any securing documents such as a Uniform Commercial Code (UCC) document with the state and recording of this sales contract or any financing statement or other document in connection with buyer's signature thereon as Magnolia Business Systems, Inc may deem necessary.

**LOSS** Loss or damage to said items by fire, theft, misuses or otherwise while in possession of buyer shall not relieve buyer from making all payments due.

**ENTIRE AGREEMENT** This instrument constitutes the entire agreement of the parties and neither party shall be bound exempt in accordance herewith. NO ORAL REPRESENTATION OR ASSURANCES in any way modify or explain any of the terms and conditions herein.

**TAXES** Any taxes or fees imposed by any federal, state, municipal or other government authority that may be applicable to the production, sale, use, storage, delivery or transportation of the goods together with all duties, tariffs and brokerage charges shall be added to the price and paid by the buyer except where the buyer shall have provided a property certificate of exemption thereon. Purchaser shall be responsible for the payment of such taxes and fees even if all or any part thereof has not been added to the invoice price.

**CREDIT** Magnolia Business Systems, Inc reserves the right to alter or suspend credit or to change any credit terms provided for in this order when in sole discretion the financial condition of the buyer so warrants in any such case. Magnolia Business Systems Inc may require cash payments or additional security from buyer before shipment, may accelerate the date of any payment and may withhold any shipment or further shipments and cancel any unfilled orders.

**PERIOD OF AGREEMENT AND CANCELLATION** Under this Rental Agreement, the agreed full term price of the Rental Agreement is the sum due. The establishment of monthly installment payments are simply a convenience to the customer and upon cancellations prior to the period on the face of this agreement, the customer remains obligated for the balance of the installment payments. It is expressly understood that the agreed charges are based on the length of the service or Rental Agreement period and involve disproportionate front end expenses to Magnolia Business Systems, Inc. Customer is responsible for the full contract price regardless of early cancellation.

**CONTRACT FEES** Magnolia Business Systems, Inc. will charge \$75 00 (Seventy Five dollars) on the first invoice for filing and administration costs associated with set-up of your account. This applies to any account that is set up under a cost per copy, internal lease, or otherwise financed plan from Magnolia Business Systems, Inc. Unlike a security deposit this charge is nonrefundable.

**LOCATION** Renter will be responsible for furnishing suitable space and electrical requirements. Renter shall not move equipment without approval from Magnolia Business Systems, Inc.

**CANCELLATION** This agreement may be cancelled only on agreement of both parties and if only by a buyout.

**ABUSE** Abuse is defined as any action, not in accordance with Magnolia Business Systems, Inc operation instructions or accepted standards, resulting in damage to the covered equipment. Examples of abuse are Staples (or other conductive materials) being on equipment and subsequently falling into the insides of the equipment causing damage. Not following the listed methods for operation of the equipment. Not following instructions on proper use and care of equipment. Improper misfed removal procedures etc.

Dedicated to Providing Office Automation Services to a Modern Business World

NO. \_\_\_\_\_

**IN THE MATTER OF AWARDING THE BID FOR PROJECT NO SAP-3(10)M FOR  
THE CONSTRUCTIN OF HOT MIX ASPHALT OVERLAY, MARKING AND  
STRIPING ON ROAD "A" THROUGH "D"**

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There came on this day for consideration the matter of awarding the bid for project no SAP-13(10)M for the construction of Hot Mix Asphalt Overlay, Marking and Striping on Road "A" through "D"

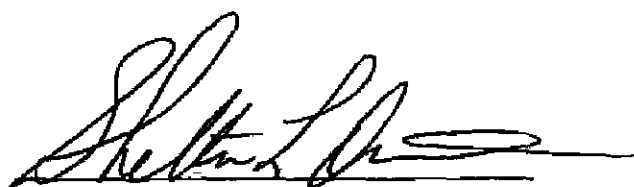
It appears to this Board notice was given that the Board was taking sealed bids for the state aid project referenced to above, and,

It appears to this Board three (3) bids were received for the said project, to-wit,

APAC	\$1,449,690 71
Falcon Contracting	\$1,278,026 11
Rudledge – Tupelo, MS	\$1,481,199 36

After the County Engineer and State Aid Representative reviewed the said bids, a motion was made by R B Davis and seconded by Lynn Horton with the full Board voting unanimously to award the said bid to Falcon Contracting Co , Inc in the amount of \$1,278,026 11 as attached hereto as Exhibit A.

SO ORDERED this the 9<sup>th</sup> day of February, 2017



President



ORDER OF CLAY COUNTY BOARD OF SUPERVISORS AWARDED  
CONTRACT AND ESTABLISHING PROJECT FUND FOR THE ABOVE NUMBERED PROJECT

WHEREAS, said Board has on this the 9 day of FEBRUARY, 2017 received and opened bids on said project, and

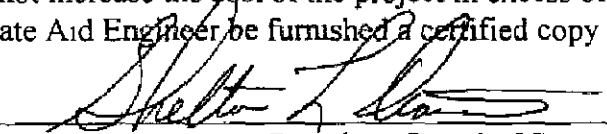
WHEREAS, We, the Board of Supervisors of CLAY County, Mississippi, having advertised for bids on the above numbered project and proof of publication of said advertisement having been filed with the Clerk of the Board of Supervisors in the manner and form required by statute, and

WHEREAS, the lowest regular bid was submitted by FALCON CONTRACTING CO, INC of COLUMBUS, MISSISSIPPI in the amount of \$ 1,278,026.11

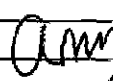
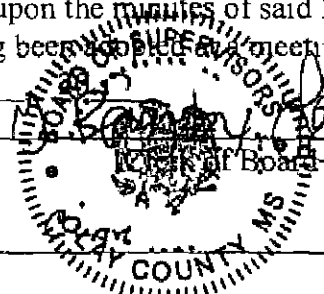
NOW, THEREFORE, IT IS HEREBY ORDERED by the Board of Supervisors of CLAY County that the contract be awarded to FALCON CONTRACTING CO, INC, subject to approval of the State Aid Engineer, and that the President of the Board be and he is hereby authorized to execute the contract with the Contractor after a satisfactory performance bond has been furnished

IT IS FURTHER ORDERED that the project fund in the amount of \$ 1,341,900.00 (including 5% contingencies) and an additional amount, limited to 12% of contract construction cost, to cover engineering services of \$ 153,400.00, be established by transferring a total of \$ 1,495,300.00 State Aid funds from CLAY County's State Aid fund to a project fund and earmarked for this project. The State Aid Engineer is hereby authorized to take such action as necessary to effectuate this transfer. In case of unexpected overruns in costs which would increase the cost of the project beyond the amount of the project fund established herein, the State Aid Engineer is further authorized to transfer additional funds, limited to 10% of the construction costs, to the project fund as are needed to pay such overruns in final construction costs

IT IS FURTHER ORDERED that the President of the Board is hereby authorized to execute Supplemental Agreements to the original contract which do not increase the cost of the project in excess of the project fund authorized herein. It is also ordered that the State Aid Engineer be furnished a certified copy of this order

  
\_\_\_\_\_  
President, Board of Supervisors  
CLAY County

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 upon the minutes of said Board of Supervisors, Minute Book No \_\_\_\_\_, Page No \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the 9 day of FEBRUARY

  
  
\_\_\_\_\_  
Clerk of Board of Supervisor  
CLAY COUNTY MS  
Count

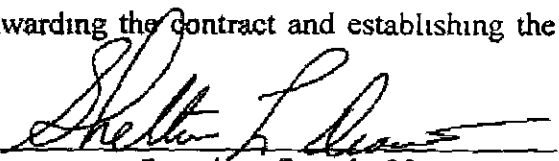
ORDER OF BOARD OF SUPERVISORS OF Clay COUNTY  
REQUESTING "ADVANCE CREDITS" IN STATE AID FUNDS TO BE USED  
ON PROJECT NO SAP-13(10)M, Clay COUNTY

WHEREAS, under the provisions of Section 8035-05, Mississippi Code of 1942, as amended by House Bill No 238, Laws of 1970, the State Aid Engineer of the State of Mississippi is authorized to make "advance credits" to a County, under certain limitations, and

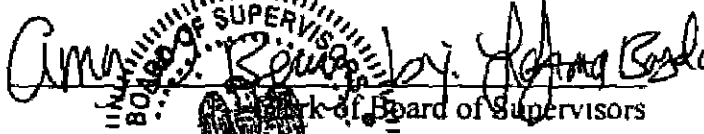
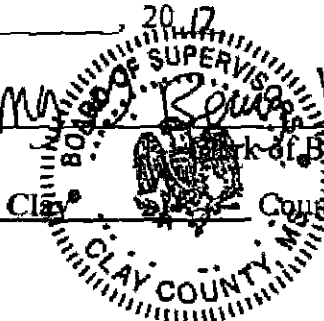
WHEREAS, the Board of Supervisors of Clay County, Mississippi, desires that 'advance credits' of such State Aid funds, in the estimated amount of \$ 603,290.00, be approved for use on Project No SAP-13(10)M, Clay County, Mississippi, and

WHEREAS, this Board of Supervisors certifies that it will not issue any bonds as authorized by Section 2926-21, Mississippi Code of 1942 as amended by House Bill No 615, Laws of 1970 against the anticipated allocations of State Aid funds against which these "advance credits" are requested to be made

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the State Aid Engineer be and he is hereby requested to approve "advance credits" for this project, in the estimated amount requested above, and to specifically earmark same for this project. In the event the low bid for this project is in excess of the estimated amount requested above, the State Aid Engineer is authorized and requested to approve additional "advance credits" for this project, with such funds limited to the amount of State Aid funds set out in the order of the Board awarding the contract and establishing the project fund for this project

  
\_\_\_\_\_  
President, Board of Supervisors  
Clay County, Mississippi

This is to certify that the foregoing is a true and correct copy of an Order passed by the Board of Supervisors of Clay County, Mississippi, entered into the Minutes of said Board of Supervisors, Minute Book No \_\_\_\_\_, Page No \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the 9 day of FEBRUARY, 2017

  
\_\_\_\_\_  
Secretary, Board of Supervisors  
Clay County, Mississippi  


NO \_\_\_\_\_

**IN THE MATTER OF INTERFUND LOANS**

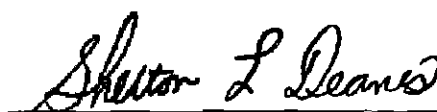
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There came on this day for consideration the matter of Inter fund loans

It appears to this Board fund no 219, DTL Building Note 2012 Fund is in need of an Inter-fund loan in order for the said fund to not be overdrawn as of the January 31, 2017 and an Inter fund loan should be made to the said fund from fund no 013, Utilization Fund, in the amount of \$ 11,792 63

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize for the said Inter fund loan as referenced to above to be made

SO ORDERED this the 9th day of February, 2017



President

604A

NO. \_\_\_\_\_

**IN THE MATTER OF TRANSFERRING INTEREST EARNED**

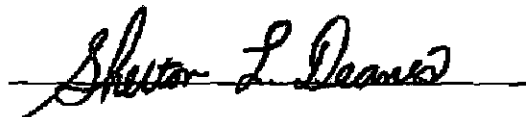
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There came on this day for consideration the matter of transferring interest earned

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 2 32 and in the Insurance Clearing Account in the amount of \$ 28 for and the said amounts should be transferred and settled to the General Operating Fund

After motion by Luke Lummus 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 February, 2017



President

NO

**IN THE MATTER OF INTERFUND LOANS**

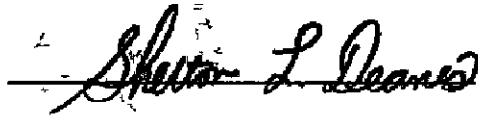
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There came on this day for consideration the matter of Inter fund loans

It appears to this Board fund no 097, E911 Fund is in need of an Inter-fund loan in order for the said fund to not be overdrawn as of the January 31, 2017 and an Inter fund loan should be made to the said fund from fund no 013, Utilization Fund, in the amount of \$ 18,400 67

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize for the said Inter fund loan as referenced to above to be made

SO ORDERED this the 9<sup>th</sup> day of February, 2017



President

NO \_\_\_\_\_

**IN THE MATTER OF TAKING BIDS FOR PROJECT NO SAP-13(9)M FOR THE  
CONSTRUCTION OF COLD MILLING, CRACK SEAL AND SURFACING ON  
BARTON FERRY ROAD UNDER ADVISEMENT**

---

There came on this day for consideration the matter of taking bids for project no SAP-13(9)M for the construction of cold milling, crack seal and surfacing on Barton Ferry Road under advisement

It appears to this Board notice was given that the Board was taking sealed bids for the state aid project referenced to above, and,

It appears to this Board two (2) bids were received for the said project, to-wit,

APAC	\$173,085 75
Falcon Contracting	\$139,173 25

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to take the said bids under advisement for further review by the County Engineer and the State Aid Representative

SO ORDERED this the 9th day of February, 2017

  
President

NO. \_\_\_\_\_

**IN THE MATTER OF AWARDING THE BID FOR PROJECT NO LSBP-13(16) FOR  
THE CONSTRUCTION OF BOX BRIDGES, BOX CULVERTS AND APPROACHES  
ON TVA ROAD**

---

There came on this day for consideration the matter of awarding the bid for project no LSBP-13(16) for the construction of box bridges, box culverts and approaches on TVA Road

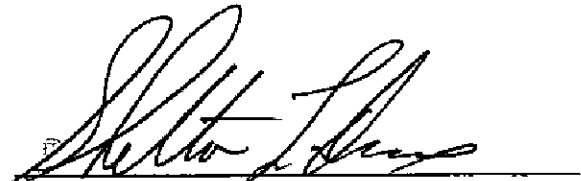
It appears to this Board notice was given that the Board was taking sealed bids for the state aid project referenced to above, and,

It appears to this Board six (6) bids were received for the said project, to-wit,

J & M Construction Inc	\$460,699 15
Colom Construction	\$460,043 85
Century Construction	\$505,840 40
Prairie Construction	\$584,901 95
Town's Construction	\$604,025 05
Phillip's Construction	\$511,656 95

After the County Engineer and State Aid Representative reviewed the said bids, a motion was made by Luke Lummus and seconded by Lynn Horton with the full Board voting unanimously to award the said bid to Colom Construction in the amount of \$460,043 85 as attached hereto as Exhibit A

SO ORDERED this the 9th day of February, 2017



President

ORDER OF Clay COUNTY BOARD OF SUPERVISORS AWARDED  
CONTRACT AND ESTABLISHING PROJECT FUND FOR THE ABOVE NUMBERED PROJECT

WHEREAS, said Board has on this the 9 day of FEBRUARY, 20 17 received and opened bids on said project, and

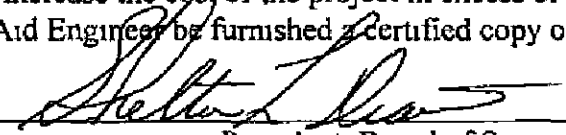
WHEREAS, We, the Board of Supervisors of Clay County, Mississippi, having advertised for bids on the above numbered project and proof of publication of said advertisement having been filed with the Clerk of the Board of Supervisors in the manner and form required by statute, and

WHEREAS, the lowest regular bid was submitted by COLDM CONSTRUCTION CO, INC of RIPLEY, MISSISSIPPI in the amount of \$ 460,043 85

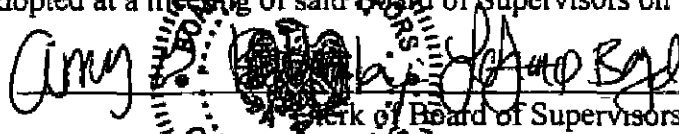
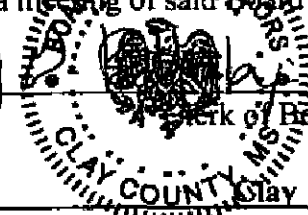
NOW, THEREFORE, IT IS HEREBY ORDERED by the Board of Supervisors of Clay County that the contract be awarded to COLDM CONSTRUCTION CO, INC subject to approval of the State Aid Engineer, and that the President of the Board be and he is hereby authorized to execute the contract with the Contractor after a satisfactory performance bond has been furnished

IT IS FURTHER ORDERED that the project fund in the amount of \$ 483,000 00 (including 5% contingencies) and an additional amount, limited to 12% of contract construction cost, to cover engineering services of \$ 55,200 00, be established. If applicable an additional amount of \$ 0 00 for right of way acquisition, and an additional amount of \$ 0 00 for utility relocation is hereby ordered. The order transfers a total of \$ 538,200 00 LSBP funds from Clay County's LSBP fund to a project fund and earmarked for this project. The State Aid Engineer is hereby authorized to take such action as necessary to effectuate this transfer. In case of unexpected overruns in costs which would increase the cost of the project beyond the amount of the project fund established herein, the State Aid Engineer is further authorized to transfer additional funds, limited to 10% of the construction costs, to the project fund as are needed to pay such overruns in final construction costs.

IT IS FURTHER ORDERED that the President of the Board is hereby authorized to execute supplemental Agreements to the original contract which do not increase the cost of the project in excess of the project fund authorized herein. It is also ordered that the State Aid Engineer be furnished a certified copy of this order.

  
\_\_\_\_\_  
President, Board of Supervisors  
Clay County

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 upon the minutes of said Board of Supervisors, Minute Book No \_\_\_\_\_, Page No \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

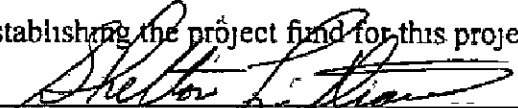
  
\_\_\_\_\_  
Clerk of Board of Supervisors  
  
Clay County




ORDER OF BOARD OF SUPERVISORS OF Clay COUNTY  
REQUESTING "ADVANCE CREDITS" IN LSBP FUNDS TO BE USED  
ON PROJECT NO LSBP - 13(16), Clay COUNTY

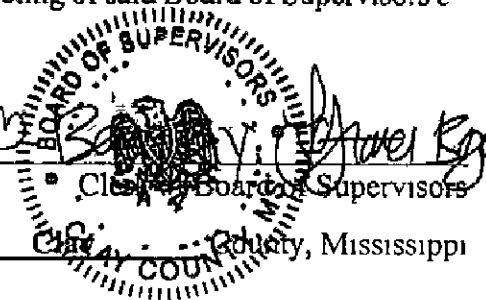
WHEREAS, the Board of Supervisors of Clay County, Mississippi, desires that "advance credits" of such LSBP funds, in the estimated amount of \$ 405,061.00, be approved for use on Project No LSBP -13(16), Clay County, Mississippi, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the State Aid Engineer be and he is hereby requested to approve "advance credits" for this project, in the estimated amount requested above, and to specifically earmark same for this project. In the event the low bid for this project is in excess of the estimated amount requested above, the State Aid Engineer is authorized and requested to approve additional "advance credits" for this project, with such funds limited to the amount of LSBP funds set out in the order of the Board awarding the contract and establishing the project fund for this project

  
\_\_\_\_\_  
President, Board of Supervisors  
Clay County, Mississippi

This is to certify that the foregoing is a true and correct copy of an Order passed by the Board of Supervisors of Clay County, Mississippi, entered into the Minutes of said Board of Supervisors, Minute Book No \_\_\_\_\_, Page No \_\_\_\_\_ same having been adopted at a meeting of said Board of Supervisors on the 9 day of FEBRUARY, 2017

  
\_\_\_\_\_  
Clay County Board of Supervisors  
Clay County, Mississippi



NO \_\_\_\_\_

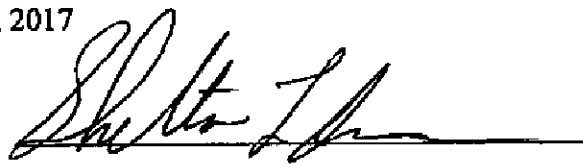
**IN THE MATTER OF GOING INTO CLOSED SESSION**

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

After motion by R. B Davis and seconded by Luke Lummus this Board doth vote  
unanimously to go into closed session.

SO ORDERED this the 9<sup>th</sup> day of February, 2017



President

NO \_\_\_\_\_

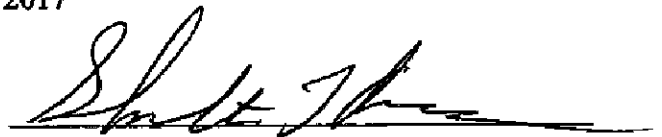
**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION  
AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE**

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

After motion by Lynn Horton and second by Luke Lummus this Board doth vote  
unanimously to authorize and approve to go from closed session to executive session as allowed  
under section 25-41-7 of The Mississippi Code to discuss a personnel matter

SO ORDERED this the 9<sup>th</sup> day of February, 2017



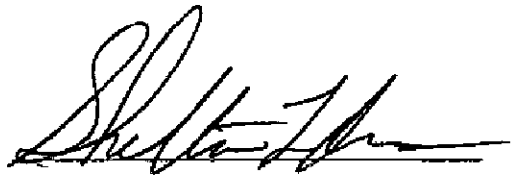
NO \_\_\_\_\_

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

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There came on this day for consideration the matter of coming out of executive session  
After motion by Lynn Horton and second by Luke Luminus this Board doth vote  
unanimously to authorize and approve to come out of executive session

SO ORDERED this the 9<sup>th</sup> day of February, 2017



President

NO

IN THE MATTER OF RECESSING

There came on this day for consideration the matter of recessing

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to recess until Thursday February 23, 2017 at 9:00 a.m. at the Clay County Courthouse.

SO ORDERED this the 9<sup>th</sup> day of February 2017

  
President