

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 3rd day of April, 2017, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R B Davis, 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 Stanley Lee, Deputy 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 APRIL 3, 2017**

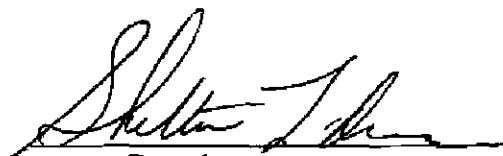
There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on April 3 2017

It appears to this Board that the following items need to be added to the agenda for further discussion or consideration, to-wit,

- Luke Lummus purchase of Sanitation Truck

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

SO ORDERED this the 3rd day of April, 2017


President

Clay County Board of Supervisors
Agenda for Meeting Held
Monday, April 3, 2017 at 9 00 a m

- Call to Order
- Welcome and Prayer
- X Adopt and Amend the Agenda
- X Authorize and approve Claims Docket
- X Authorize and approve the Flood Plain Coordinator invoice in the amount of \$1,030 72 for the months of February and March 2017
- X Authorize Randy Jones to travel to the Flood Plain Coordinator Spring Conference May 16-18th, 2017
- X The LINK –
 - o Southern Transmission Line Project Resolution and Fee in Lieu Agreement
- X Authority to spread on the minutes the Certificate of Completion and final Close Out package on the Siloam Water Association Grant
- X Authorize Stanley Lee to sign tickets less than \$1,000 for Sanitation and Building Maintenance and Grounds
- X Accept and Award bid for purchase of 2017 Hydrostatic Self Propelled Chip Spreader
- X Paige Lamkin
 - o Authority to travel on new State wide Tag System
 - Paige 2 nights in May and Porsha 4 nights in June
- X Eddie Scott
 - X Review Lease Purchase quotes for the purchase of two Tahoes
 - X Request consideration to replace Justice Court front door
 - X Request consideration to purchase camera system at Justice Court
- X Shannon Deanes
 - o Authority to refund garbage bills paid inadvertently by Aleshia Rush from 2001 thru 2009
- X Authority for Charles Tolliver Veteran Service Officer to travel to Columbus, MS May 10- May12
- X Authority for the Constables to travel to Gulfport MS for Constable quarterly board meeting on Friday, April 21, 2017, at 9 00
- Request to go into executive session as allowed under Section 25-41-7 of the Miss Code regarding the potential acquisition of property and a matter of potential litigation
- Adjourn until Monday, April 6, 2017 at 9 00 a.m

Amendments:

Auth to purch as well truck w/ St contract

NO _____

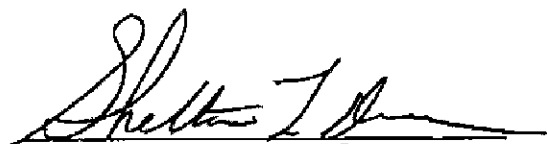
IN THE MATTER OF APPROVING THE CLAIMS DOCKET

There came on this day for consideration the matter of approving the claims docket

It appears to this Board the claims as attached hereto as Exhibit A have been submitted for payment

After motion by Joe Chandler and second by Lynn Horton this Board doth vote unanimously to approve the claims docket for payment as attached hereto as Exhibit A.

SO ORDERED this the 3rd day of April, 2017


President

4/20/2017
10 22 00CLAY COUNTY
CLAIMS SUMMARY FOR 4/2017
FOR THE PERIOD ENDED APRIL 03, 2017PAGE 1
APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
20203	SOUTHERN TELECOMMUNICATIONS	721 71
20204	CASH & CARRY CLEANERS	27 00
20205	SAFEGUARD BUSINESS SYSTEMS	20 91
20206	SAFEGUARD BUSINESS SYSTEMS	61 43
20207	ALLMOND PRINTING	151 00
20208	GEORGE'S TIRE SERVICE	15 00
20209	JIM'S AUTO PARTS, WEST POINT	282 22
20212	BOB BARKER CO , INC	26 00
20213	BOB BARKER CO , INC	104 00
20214	BOB BARKER CO , INC	26 00
20215	MERCHANT CO	1751 35
20216	US FOOD SERVICE	987 45
20217	SYSKO FOOD SERVICES, INC	565 63
20218	WOOD FRUITTICHER GROCERY CO	1281 24
20219	SYSKO FOOD SERVICES, INC	714 34
20220	SYSKO FOOD SERVICES, INC	30 00
20221	SUNFLOWER STORE	100 00
20224	CLAY COUNTY CO-OP	13 96
20225	WALMART COMMUNITY BRC	30 89
20226	SOUTHERN TELECOMMUNICATIONS	64 33
20228	CASH & CARRY CLEANERS	12 75
20229	FUELMAN	1100 99
20230	MS STATE UNIV EXTENSION SERV	1668 03
20231	TOTAL LAWN CARE	435 00
20232	TOTAL LAWN CARE	395 00
20234	CITY WATER & LIGHT DEPT	296 78
20235	CITY WATER & LIGHT DEPT	42 14
20236	LAUDERDALE CHANCERY CLERK	125 00
20237	BELLSOUTH / ATT	136 09
20238	DIXIE NET	175 00
20239	MISSISSIPPI COURT COLLECTIONS	960 65
20240	CITY OF WEST POINT	11 50
20241	MELISSA GRIMES	38 52
20245	CUSTOM PRODUCTS CORPORATION	34 67
20246	MAILROOM CONSULTANT	301 20
20247	SHERWIN-WILLIAMS OF WEST POINT	222 64
20248	NEWELL PAPER COMPANY	57 50
20249	QUILL CORPORATION	9 98
20250	QUILL CORPORATION	57 82
20252	WALMART COMMUNITY BRC	43 64
20253	JIM'S AUTO PARTS, WEST POINT	206 13
20254	O'REILLY AUTO PARTS	326 31
20255	TOP DAWG ELECTRONICS	61 28
20256	PRECISION COMMUNICATIONS, INC	125 00
20257	MID-SOUTH UNIFORMS	318 54
20258	SUNFLOWER STORE	100 00
20259	SUNFLOWER STORE	14 76
20260	SUNFLOWER STORE	804 75
20261	QUILL CORPORATION	25 07
20262	QUILL CORPORATION	11 99
20263	NEWELL PAPER COMPANY	290 00
20264	SAFEGUARD BUSINESS SYSTEMS	335 00
20267	CLAY COUNTY CO-OP	17 45
20268	WALMART COMMUNITY BRC	26 35
20269	WALMART COMMUNITY BRC	9 95
20270	NEWELL PAPER COMPANY	200 80
20271	QUILL CORPORATION	35 97
20272	SHI	99 67

20273	WALMART COMMUNITY BRC	127.32
20275	CLAY COUNTY CO-OP	41.26
20276	WALMART COMMUNITY BRC	63.60
20278	AIRGAS SOUTH	78.55
20279	WALMART COMMUNITY BRC	24.97
20280	QUILL CORPORATION	21.78
20281	QUILL CORPORATION	175.97
20282	QUILL CORPORATION	34.18-
20283	COLUMBUS FENCE CO	63.70
20284	COLUMBUS FENCE CO	168.00
20285	NATIONAL SHERIFFS' ASSOC	115.00
20287	AUTO-CHLOR SYSTEMS	196.95
20289	AIRGAS SOUTH	26.19
20290	MAGNOLIA BUSINESS SYSTEMS, INC	26.53
20291	R J YOUNG COMPANY	255.56
20292	BILLY MILLER	170.20
20294	NORTH MS MEDICAL CLINIC	90.00
20296	ROSE DRUG COMPANY	659.46
20297	KEYSTONE MED SVC OF WP INC	112.43
20298	MISSISSIPPI DISCOUNT DRUGS	85.87
20301	CASH & CARRY CLEANERS	12.75
20302	CASH & CARRY CLEANERS	27.00
20303	CASH & CARRY CLEANERS	27.00
20304	WEST POINT SCHOOLS	105.00
20305	WEST POINT SCHOOLS	4548.31
20306	WEST POINT SCHOOLS	920.74
20307	WEST POINT SCHOOLS	28137.79
20308	CITY OF WEST POINT	1653.93
20309	CITY OF WEST POINT	334.81
20310	CITY OF WEST POINT	5916.42
20311	CITY OF WEST POINT	38.18
20314	CASH & CARRY CLEANERS	12.75
20315	CYNTHIA H ZELINKA	86.67
20316	PRECISION COMMUNICATIONS, INC	395.00
20336	DIVERSIFIED COMPANIES, LLC	2000.00
20338	DISTRICT ATTORNEY'S OFFICE	720.20
20340	JIM'S AUTO PARTS, WEST POINT	1291.71
20341	GARY'S PAWN & GUN SHOP	1068.84
20342	GALLS INCORPORATED	299.99
20343	JIM'S AUTO PARTS, WEST POINT	556.86
20344	O'REILLY AUTO PARTS	81.21
20345	O'REILLY AUTO PARTS	71.92
20346	GEORGE'S TIRE SERVICE	85.00
20347	INMAN'S AUTO REPAIR	320.00
20348	GARY'S PAWN & GUN SHOP	20.00
20349	WALMART COMMUNITY BRC	24.97
20352	JIM'S AUTO PARTS, WEST POINT	603.27
20353	CLAY COUNTY SHERIFF/PETTY CASH	50.00
20354	WALMART COMMUNITY BRC	89.70
20355	SUNFLOWER STORE	100.00
20356	SUNFLOWER STORE	14.76
20357	SAM'S CLUB	274.06
20359	PRECISION COMMUNICATIONS, INC	57.00
20360	QUILL CORPORATION	108.14
20361	CITY OF WEST POINT	146.08
20362	CITY WATER & LIGHT DEPT	505.60
20364	R J YOUNG COMPANY	2.37
20365	R J YOUNG COMPANY	130.00
20367	FUELMAN	32.50
20368	C SPIRE WIRELESS	39.14
20370	C SPIRE WIRELESS	50.27
20371	C SPIRE WIRELESS	50.27
20373	C SPIRE WIRELESS	134.73

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20374	CLAY COUNTY MEDICAL CENTER	206	18
20375	FUELMAN	1008	68
20376	ITC DELTACOM, INC	932	67
20377	VICTIM WITNESS PROGRAM	68	70
20378	VICTIM WITNESS PROGRAM	68	70
20379	BILLY MILLER	158	00
20382	DATA SYSTEMS MANAGEMENT, INC	1776	00
20386	DELTA COMPUTER SYSTEMS, INC	530	00
20387	FUELMAN	1308	94
20388	R J YOUNG COMPANY	12	76
20389	MELANIE A MOREL	31	20
20390	CASH & CARRY CLEANERS	27	00
20391	MID-SOUTH UNIFORMS	488	00
20392	SHERWIN-WILLIAMS OF WEST POINT	90	12
20393	LANN CHEMICAL	119	00
20394	SUPERCIRCUITS, INC	207	21
20395	NEWELL PAPER COMPANY	556	00
20396	NEWELL PAPER COMPANY	45	69
20397	NEWELL PAPER COMPANY	216	88
20398	NEWELL PAPER COMPANY	45	69
20399	NEWELL PAPER COMPANY	45	69
20400	WALMART COMMUNITY BRC	19	97
20401	WALMART COMMUNITY BRC	11	00
20402	WALMART COMMUNITY BRC	8	00
20403	SHERWIN-WILLIAMS OF WEST POINT	189	45
20404	REFRIGERATION SUPPLY COMPANY	502	00
20405	NEWELL PAPER COMPANY	25	10
20406	HOOVER'S BAKERY	42	71
20407	HOOVER'S BAKERY	45	72
20409	PCMG, INC - GLOBAL GOV'ED	54	00
20414	TAKE ME TOO TRAVELS	450	00
20416	PHILLIP'S HARDWARE	1366	24
20417	HILL MANUFACTURING	691	00
20421	ASSOC OF FLOODPLAIN MANAGERS	195	00
20422	R B DAVIS	411	00
20423	SHELTON DEANES	411	00
20425	CARDMEMBER SERVICE	2600	41
20426	CARDMEMBER SERVICE	867	12
20427	CARDMEMBER SERVICE	56	46
20428	CARDMEMBER SERVICE	50	00
20429	CARDMEMBER SERVICE	100	00
20430	CARDMEMBER SERVICE	3944	45
20431	CASH & CARRY CLEANERS	12	75
20432	WAUKAWAY DISTRIBUTORS INC	15	90
20433	C SPIRE WIRELESS	571	08
20457	SECURITY SOLUTIONS, LLC	60	00
20499	RWJ CONSULTING, LLC	1030	72
20506	GOLDEN TRIANGLE WATER	29	00
20508	SILOAM WATER DISTRICT	25	00
20509	SILOAM WATER DISTRICT	25	00
20510	SILOAM WATER DISTRICT	25	00
20511	MAGNOLIA BUSINESS SYSTEMS, INC	265	97
20512	MAGNOLIA BUSINESS SYSTEMS, INC	278	05
20513	MAGNOLIA BUSINESS SYSTEMS, INC	160	19
20514	MAGNOLIA BUSINESS SYSTEMS, INC	148	88
20515	MAGNOLIA BUSINESS SYSTEMS, INC	165	67
20516	MAGNOLIA BUSINESS SYSTEMS, INC	75	30
20517	DRUG FREE WORKPLACES, INC	88	00
20518	S E CHICKASAW WATER ASSOC	20	00
20519	FOUR-COUNTY ELEC POWER ASSN	29	00
20520	FOUR-COUNTY ELEC POWER ASSN	29	00
20522	FOUR-COUNTY ELEC POWER ASSN	640	00
20523	FOUR-COUNTY ELEC POWER ASSN	28	00

20524	FOUR-COUNTY ELEC POWER ASSN	54 00
20525	FOUR-COUNTY ELEC POWER ASSN	99 00
20526	FOUR-COUNTY ELEC POWER ASSN	94 00
20527	FOUR-COUNTY ELEC POWER ASSN	123 00
20528	FOUR-COUNTY ELEC POWER ASSN	44 00
20529	FOUR-COUNTY ELEC POWER ASSN	43 00
20530	FOUR-COUNTY ELEC POWER ASSN	76 00
20531	FOUR-COUNTY ELEC POWER ASSN	32 00
20532	FOUR-COUNTY ELEC POWER ASSN	262 00
20533	FOUR-COUNTY ELEC POWER ASSN	49 00
20534	FOUR-COUNTY ELEC POWER ASSN	46 00
20536	COMCAST CABLE	206 39
20537	CITY WATER & LIGHT DEPT	8668 21
20538	CITY WATER & LIGHT DEPT	979 55
20539	WALMART COMMUNITY BRC	118 25
20541	WALMART COMMUNITY BRC	7 08
20542	STARKVILLE COMPUTERS	42 50
20543	JIM'S AUTO PARTS, WEST POINT	331 94
20545	QUILL CORPORATION	432 13
20547	UNITED PRODUCE	363 00
20548	WALMART COMMUNITY BRC	16 32
20549	WALMART COMMUNITY BRC	48 96
20550	WALMART COMMUNITY BRC	48 96
20551	ADVANTAGE BUSINESS SYSTEMS	63 99
20552	QUILL CORPORATION	49 36
20553	FORERUNNER TECHNOLOGIES	135 00
20554	QUILL CORPORATION	139 36
20555	METAL CRAFT ID PLATES & LABELS	384 35
20556	QUILL CORPORATION	40 76
20557	NEWELL PAPER COMPANY	87 72
20558	NEWELL PAPER COMPANY	124 04
20560	JIM'S AUTO PARTS, WEST POINT	189 99
20561	WALMART COMMUNITY BRC	48 92
20562	HOOVER'S BAKERY	53 34
20563	ADMINISTRATIVE OFFICE OF COURT	6780 41
20565	RUSS WALKER	80 00
20567	MS COURT ADMINISTRATORS ASSOC	25 00
20568	FLEMING BOOKBINDING COMPANY	63 13
20575	HANCOCK BANK	806 32
20576	HANCOCK BANK	2363 83
20577	HANCOCK BANK	2396 01
20578	R J YOUNG COMPANY	280 23
20579	CITY WATER & LIGHT DEPT	295 25
20580	CITY WATER & LIGHT DEPT	147 86
20581	CITY WATER & LIGHT DEPT	3658 42
20582	ORKIN- TUPELO, MS	68 09
20583	ORKIN- TUPELO, MS	30 00
20584	ORKIN- TUPELO, MS	62 82
20585	XEROX CORPORATION	103 86
20589	LEXIS NEXIS RISK DATA MNGTMENT	551 04
20590	DELTA TELEPHONE COMPANY	1138 28
20592	GTR SOLID WASTE MGMT AUTHORITY	1357 36
20593	R J YOUNG COMPANY	71 00
20594	WAUKAWAY DISTRIBUTORS, INC	15 90
20595	MTS/ MY TRANSPORT SERVICES	647 75
20596	MTS/ MY TRANSPORT SERVICES	323 88
20597	MTS/ MY TRANSPORT SERVICES	323 88
20598	DAILY TIMES LEADER	224 86
20599	COMCAST CABLE	145 90
20600	THE CLAY COUNTY BRANCH NAACP	100 00
20601	TEC	61 98
20606	NEWELL PAPER COMPANY	1582 53
20642	CLAY CO JUROR/POLLWORKER ACCT	3782 20

20644	LOCAL GOVERNMENT RECORDS OFFIC	68 50	
20655	CLAY CO DEPT /SOCIAL SERVICES	316 67	
20656	DISTRICT ATTORNEY'S OFFICE	175 00	
20657	GOLDEN TRIANGLE AREA	2291 67	
20658	INSURANCE ACCOUNT	1170 46	
20659	HEALTH DEPT OF CLAY COUNTY	3791 67	
20660	M & L BUILDING, LLC	400 00	
20661	COMMUNITY COUNSELLING SERVICE	2000 00	
20662	NATIONAL GUARD OF MISSISSIPPI	200 00	
20663	RESERVE ACCOUNT	2000 00	
20664	CLAY COUNTY SWCD OFFICE	800 00	
20665	UNITED POSTAL SERVICE	625 00	
20666	VICTIM WITNESS PROGRAM	1632 89	
20667	VICTIM WITNESS PROGRAM	443 70	
20668	COMCAST CABLE	185 90	
20669	CYNTHIA H ZELINKA	489 60	
20670	CYNTHIA H ZELINKA	173 34	
20671	TANYA WEST	575 00	
20672	GOLDEN TRIANGLE DEVELOPMENT	87500 00	
20673	SUNFLOWER, STORE	4 59	
20674	SUNFLOWER STORE	9 18	
20676	MS STATE MEDICAL EXAMINER	450 00	
***	FUND TOTALS *** 001 GENERAL COUNTY		234307 61
20544	GALLS INCORPORATED	299 99	
***	FUND TOTALS *** 012 FORFEITURE FUND (SHERIFF)		299 99
20383	SANDERS & ASSOCIATES	1000 00	
20384	SANDERS & ASSOCIATES	2000 00	
20385	SANDERS & ASSOCIATES	6000 00	
***	FUND TOTALS *** 013 UTILIZATION		9000 00
20222	WALMART COMMUNITY BRC	167 78	
20223	WALMART COMMUNITY BRC	196 00	
20358	WALMART COMMUNITY BRC	194 67	
20363	COMCAST CABLE	107 65	
20535	COMCAST CABLE	125 50	
20546	MOORE'S AMUSEMENT	250 00	
***	FUND TOTALS *** 040 SHERIFF'S INMATE CANTEN		1041 60
20210	K-9 TRAINING CENTER	35 85	
20211	CLAY COUNTY CO-OP	25 95	
20251	K-9 TRAINING CENTER	967 95	
20350	EMERSON ANIMAL HOSPITAL	45 00	
***	FUND TOTALS *** 041 SHERIFF'S CANINE DRUG UNIT		1074 75
20651	TOMBIGBEE REGIONAL LIBRARY	8883 00	
***	FUND TOTALS *** 095 SPECIAL LIBRARY LEVY		8883 00
20227	SOUTHERN TELECOMMUNICATIONS	237 80	
20244	CUSTOM PRODUCTS CORPORATION	85 90	
20265	CUSTOM PRODUCTS CORPORATION	40 26	
20266	CUSTOM PRODUCTS CORPORATION	75 05	
20274	CUSTOM PRODUCTS CORPORATION	39 86	
20351	CUSTOM PRODUCTS CORPORATION	286 08	
20369	C SPIRE WIRELESS	50 27	
20540	WALMART COMMUNITY BRC	350 92	
20569	BELLSOUTH / ATT	2373 00	
20570	AT&T	95 00	
20573	BANCORP SOUTH	3013 85	
20602	TEC	1 36	
***	FUND TOTALS *** 097 E911 FUND		6649 35

20312 WEST GROUP PAYMENT CENTER	314 99	
*** FUND TOTALS *** 104 LAW LIBRARY		314 99
20372 C SPIRE WIRELESS	60 77	
*** FUND TOTALS *** 114 VOLUNTEER FIRE DEPARTMENT		60 77
20571 MS DEVELOPMENT AUTHORITY	1478 62	
20572 MS DEVELOPMENT AUTHORITY	2993 38	
*** FUND TOTALS *** 116 INSURANCE REBATE MONIES		4472 00
20321 CALVERT-SPRADLING ENGINEERS	22082 10	
20440 MCBRAYER QUICK LUBE	38 95	
20441 ARAMARK UNIFORM SERVICES INC	35 15	
20442 ARAMARK UNIFORM SERVICES INC	35 15	
20446 TERRY'S GARAGE, INC	145 12	
20461 FAIRWAY AMUSEMENT & ICE CO	35 00	
20465 CARQUEST AUTO PARTS, INC	17 33	
20466 CARQUEST AUTO PARTS, INC	20 76	
20468 CARQUEST AUTO PARTS, INC	77 90	
20469 CARQUEST AUTO PARTS, INC	67 67	
20559 RACKLEY OIL COMPANY, INC	147 95	
20675 SUNFLOWER STORE	11 01	
*** FUND TOTALS *** 151 DISTRICT 1 ROAD		22714 09
20329 CARQUEST AUTO PARTS, INC	27 95	
20331 JIM'S AUTO PARTS, WEST POINT	15 48	
*** FUND TOTALS *** 152 DISTRICT 2 ROAD		43 43
20233 CARQUEST AUTO PARTS, INC	53 97	
20299 LOWE'S HOME CENTER, INC	236 75	
20435 C SPIRE WIRELESS	50 27	
20436 H & O TRUCK & TRAILER REPAIR	19 99	
20437 GEORGE'S TIRE SERVICE	15 30	
20438 THOMPSON MACHINERY	266 79	
20458 JIM'S AUTO PARTS, WEST POINT	105 35	
20459 JIM'S AUTO PARTS, WEST POINT	72 93	
20460 LOWE'S HOME CENTER, INC	132 80	
20497 WARREN PAVING	1045 32	
20564 HENRY BACKHOE & DIRT SERVICE	275 00	
20566 INGRAMS GARAGE	162 21	
20637 SILOAM WATER DISTRICT	25 00	
20640 FOUR-COUNTY ELEC POWER ASSN	47 40	
20641 FOUR-COUNTY ELEC POWER ASSN	76 00	
*** FUND TOTALS *** 153 DISTRICT 3 ROAD		2585 08
20475 GEORGE'S TIRE SERVICE	68 00	
20476 MCBRAYER QUICK LUBE	38 95	
20477 MCBRAYER QUICK LUBE	38 95	
20478 GEORGE'S TIRE SERVICE	15 30	
20479 SOUTHERN TELECOMMUNICATIONS	35 89	
20482 JIM'S AUTO PARTS, WEST POINT	10 58	
20484 JIM'S AUTO PARTS, WEST POINT	14 47	
20485 JIM'S AUTO PARTS, WEST POINT	23 97	
20486 JIM'S AUTO PARTS, WEST POINT	13 99	
20487 GOLDEN TRIANGLE TIRE SVC LLC	21 99	
20490 C SPIRE WIRELESS	50 27	
20492 PHILLIP'S HARDWARE	32 83	
20494 ARAMARK UNIFORM SERVICES INC	31 58	
20495 ARAMARK UNIFORM SERVICES INC	31 58	
20496 ARAMARK UNIFORM SERVICES INC	31 58	
20624 FOUR-COUNTY ELEC POWER ASSN	47 40	
20625 SILOAM WATER DISTRICT	60 70	
20627 BANCORP SOUTH	1525 02	

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20629	FOUR-COUNTY ELEC POWER ASSN	72 99	
20630	FOUR-COUNTY ELEC POWER ASSN	57 00	
20631	FOUR-COUNTY ELEC POWER ASSN	131 00	
***	FUND TOTALS *** 154 DISTRICT 4 ROAD		2354 04
20324	CHICKASAW EQUIPMENT CO	58 76	
20325	MCBRAYER QUICK-LUBE	18 00	
20326	TERRY'S GARAGE, INC	313 65	
20328	CARQUEST AUTO PARTS, INC	17 87	
20333	PHILLIP'S HARDWARE	45 98	
20334	PHILLIP'S HARDWARE	57 97	
20415	WARREN PAVING	598 52	
20448	TERRY'S GARAGE, INC	241 10	
20449	TERRY'S GARAGE, INC	88 79	
20450	PHILLIP'S HARDWARE	53 34	
20451	SUN CREEK WATER-ASSN	18 70	
20452	C SPIRE WIRELESS	73 76	
20453	BACCO MATERIALS, INC	193 38	
20454	BACCO MATERIALS, INC	747 51	
20455	BACCO MATERIALS, INC	1026 90	
20456	BACCO MATERIALS, INC	607 78	
20462	CARQUEST AUTO PARTS, INC	16 22	
20632	FOUR-COUNTY ELEC POWER ASSN	47 40	
20633	FOUR-COUNTY ELEC POWER ASSN	190 00	
20634	PRESTON DOBBS	216 00	
***	FUND TOTALS *** 155 DISTRICT 5 ROAD		4631 63
20300	GEORGE'S TIRE SERVICE	30 60	
20318	CITY WATER & LIGHT DEPT	35 44	
20319	SOUTHERN TELECOMMUNICATIONS	33 96	
20320	MID-SOUTH PROPANE	370 49	
20322	FUELMAN	126 47	
20323	FUELMAN	185 37	
20439	H & O TRUCK & TRAILER REPAIR	44 99	
20443	CLAY COUNTY CO-OP	9 89	
20444	C SPIRE WIRELESS	50 27	
20445	FUELMAN	109 95	
20463	CARQUEST AUTO PARTS, INC	7 16	
20464	CARQUEST AUTO PARTS, INC	54 59	
20467	CARQUEST AUTO PARTS, INC	47 97	
20603	KELLOGG HARDWARE & APPLIANCE	7 99	
20604	KELLOGG HARDWARE & APPLIANCE	7 98	
20605	KELLOGG HARDWARE & APPLIANCE	29 99	
20607	FOUR-COUNTY ELEC POWER ASSN	47 40	
20608	FOUR-COUNTY ELEC POWER ASSN	153 00	
20609	PRESTON DOBBS	31 20	
20610	PRESTON DOBBS	198 00	
20611	PRESTON DOBBS	66 00	
20612	PRESTON DOBBS	975 00	
20613	FUELMAN	149 64	
20614	BANCORP SOUTH	1525 02	
20615	HANCOCK BANK	1027 15	
20616	HANCOCK BANK	608 56	
20622	DAILY TIMES LEADER	34 46	
***	FUND TOTALS *** 161 DISTRICT 1 BRIDGE		5968 54
20313	CITY WATER & LIGHT DEPT	35 00	
20317	AIRGAS SOUTH	137 82	
20327	H & O TRUCK & TRAILER REPAIR	112 18	
20330	COKER EQUIPMENT & MATERIALS	700 00	
20332	JIM'S AUTO PARTS, WEST POINT	6 65	
20335	PHILLIP'S HARDWARE	7 94	
20337	PHILLIP'S HARDWARE	6 99	

20410	WHITE OIL CO , INC & TIRE CTR	1733	82	
20411	BACCO MATERIALS, INC	213	59	
20412	CUSTOM PRODUCTS CORPORATION	149	32	
20413	WARREN PAVING	860	22	
20434	C SPIRE WIRELESS	56	39	
20447	CLAY COUNTY CO-OP	325	00	
20470	JIM'S AUTO PARTS, WEST POINT	13	78	
20471	JIM'S AUTO PARTS, WEST POINT	68	99	
20472	JIM'S AUTO PARTS, WEST POINT	29	97	
20473	JIM'S AUTO PARTS, WEST POINT	12	18	
20474	JIM'S AUTO PARTS, WEST POINT	13	50	
20588	CARQUEST AUTO PARTS, INC	7	50	
20617	FOUR-COUNTY ELEC POWER ASSN	196	00	
20618	FOUR-COUNTY ELEC POWER ASSN	47	40	
20619	GOLDEN TRIANGLE WATER	30	00	
20620	MS INDUSTRIAL WASTE DISPOSAL	90	72	
20621	HANCOCK BANK	1442	93	
***	FUND TOTALS *** 162 DISTRICT 2 BRIDGE			6297 89
20408	GOLDEN TRIANGLE TREE SERVICE	3500	00	
20500	BACCO MATERIALS, INC	1238	22	
20501	BACCO MATERIALS, INC	1266	83	
20502	BACCO MATERIALS, INC	645	14	
20638	HANCOCK BANK	2157	41	
20639	HANCOCK BANK	705	31	
***	FUND TOTALS *** 163 DISTRICT 3 BRIDGE			9512 91
20480	RACKLEY OIL COMPANY, INC	631	95	
20481	JIM'S AUTO PARTS, WEST POINT	174	72	
20483	JIM'S AUTO PARTS, WEST POINT	262	05	
20488	GOLDEN TRIANGLE TIRE SVC LLC	724	00	
20489	GOLDEN TRIANGLE TIRE SVC LLC	65	00	
20491	METROPOLITAN COMPOUNDS, INC	1043	50	
20493	ARAMARK UNIFORM SERVICES INC	31	58	
20623	DAILY TIMES LEADER	162	72	
20626	HANCOCK BANK	1027	16	
20628	BANCORP SOUTH	853	86	
***	FUND TOTALS *** 164 DISTRICT 4 BRIDGE			4976 54
20503	COLD MIX, INC	2072	17	
20504	COLD MIX, INC	1987	64	
20505	CHICKASAW EQUIPMENT CO	1252	19	
20635	HANCOCK BANK	1027	16	
20636	BANCORP SOUTH	1525	02	
***	FUND TOTALS *** 165 DISTRICT 5 BRIDGE			7864 18
20242	PHILLIP'S HARDWARE	39	98	
20243	FUELMAN	122	62	
20277	RACKLEY OIL COMPANY, INC	3578	40	
20286	GOLDEN TRIANGLE PL & DEV DIST	3223	22	
20288	H & O TRUCK & TRAILER REPAIR	189	24	
20293	PHILLIP'S HARDWARE	7	98	
20295	FUELMAN	196	57	
20339	GEORGE'S TIRE SERVICE	15	30	
20366	FUELMAN	260	57	
20380	JIM'S AUTO PARTS, WEST POINT	32	98	
20381	JIM'S AUTO PARTS, WEST POINT	105	98	
20418	H & O TRUCK & TRAILER REPAIR	477	87	
20419	PHILLIP'S HARDWARE	19	99	
20420	CLAY COUNTY CO-OP	17	99	
20424	H & O TRUCK & TRAILER REPAIR	93	76	
20498	ALESHIA RUSH	1428	00	
20507	SILAM WATER DISTRICT	25	00	

APCSCPRT394274

20521 FOUR-COUNTY ELEC POWER ASSN	50 00	
20574 BANCORP SOUTH	3123 81	
20586 JIM'S AUTO PARTS, WEST POINT	193 06	
20587 FUELMAN	215 61	
20591 GTR SOLID WASTE MGMT AUTHORITY	4544 98	
*** FUND TOTALS *** 400 SANITATION		17962 91
20643 GOLDEN TRIANGLE CRIME STOPPERS	262 00	
20652 STATE TREASURER	40205 89	
20653 MS DEPT OF PUBLIC SAFETY	1417 00	
20654 MS DEPT OF PUBLIC SAFETY	80 00	
*** FUND TOTALS *** 650 JUDICIAL ASSESSMENT CLEARING FUND		41964 89
20646 EAST MS COMMUNITY COLLEGE	21986 09	
*** FUND TOTALS *** 690 EMJC MAINTENANCE		21986 09
20647 EAST MS COMMUNITY COLLEGE	06	
*** FUND TOTALS *** 691 10 YEAR PLEDGE		06
20648 EAST MISS COMMUNITY COLLEGE	14031 98	
*** FUND TOTALS *** 692 EMCC CAPITAL IMPROVEMENT CAMPAIGN		14031 98
20649 EAST MISS COMMUNITY COLLEGE	11850 44	
*** FUND TOTALS *** 697 VO-TECH MAINTENANCE		11850 44
20650 EAST MISS COMMUNITY COLLEGE	10438.11	
*** FUND TOTALS *** 698 VO-TECH CAPITAL		10438 11
20645 TOMBIGBEE RIVER WTR MGMT DIST	13883 52	
*** FUND TOTALS *** 699 TOMBIGBEE RIVER VALLEY WATER MGMT DIST		13883 52
*** DOCKET TOTALS ***		465170 39

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE APRIL, 2017 DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS THIS THE 03RD DAY OF APRIL 2017

Sharon L. Deane

INTENTIONALLY

BLANK

LEFT

NO _____

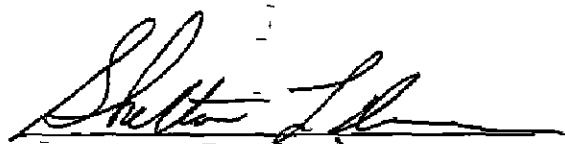
**IN THE MATTER OF AUTHORIZING PAYMENT TO THE CLAY COUNTY FLOOD
PLAIN COORDINATOR, RANDY JONES**

There came on this day for consideration the matter of authorizing payment to the Clay County Flood Plain Coordinator, Randy Jones

It appears to this Board an invoice in the amount of \$ 1,030 72 has been presented for payment as attached hereto as Exhibit A for Flood Plain Coordinator services rendered for the month of March 2017

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize the said invoice for payment.

SO ORDERED this the 3rd day of March, 2017


President

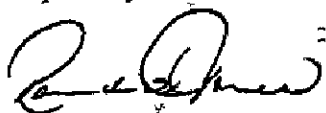
Invoice for: Clay County Floodplain Administration
February 6, 2017 - April 3, 2017

Clay County Board of Supervisors
Attn: The Honorable R.B. Davis, President
P O Box 815, West Point, MS 39773

ITEM	HOURS	*MILEAGE	TOTAL
02/23/17 Conference research, travel letter Sam Calvert (Máime Calvert et al) 1635 Griffith Road Cedar Bluff, MS 39741	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/23/17 Conference research, travel letter Sylvester Adams (Tollison) Northwood Forest Road West Point, MS 39773	1 0 @ \$15 00=\$15 00 1.5 @ \$30 00=\$45 00	See Attachment	\$60 00
02/28/17 Conference, research, travel, letter Leona Burnett & Jeanetta Young (Raymond Young) 117 George Walker Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
03/01/17 Conference, research, travel, letter Coldwell Banker (Danny & Brenda Chaney) 2580 Moon Valley Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 0.5 @ \$30 00=\$15 00	See Attachment	\$30 00
03/10/17 Conference, research, letter Ashley Bateman (Bobby Wilson) 55 Smith Road, Praine, MS 39756	1 0 @ \$15 00=\$15 00 0.5 @ \$30 00=\$15 00	See Attachment	\$30 00
03/10/17 Conference research, travel letter Thomas Weaver, Douglas Lake Road West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
03/10/17 Conference, research travel, letter Gary Hughes (Shirley Hughes & Carrie Spraggins, 39 Gates Road, Cedar Bluff, MS 39741	1 0 @ \$15 00=\$15 00 1.5 @ \$30 00=\$45 00	See Attachment	\$60 00
03/16/17 Conference research, travel letter Regional Enterprises Incorporated (Lorena Harrison Estate) White Station Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
03/20/17 Conference, research, travel, letter Eunice Chism, 208 Oswalt Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
03/25/17 Conference, research, travel letter James D Henry (Peggy Ann White) Highway 50 West, Pheba, MS 39755	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
03/28/17 Conference research travel letter Jimmy Terry Estate & Jean 3536 Waverly Road West Point, MS 39773	1 0 @ \$15 00=\$15 00 2.0 @ \$30 00=\$60 00	See Attachment	\$75 00
03/28/17 Conference, research travel, letter Regional Enterprises (William Qunn) Decker Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1.5 @ \$30 00=\$45 00	See Attachment	\$60 00
03/30/17 Conference research travel, letter Phillip Stringer (Diana Barry) 7115 Barton Ferry Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1.5 @ \$30 00=\$45 00	See Attachment	\$60 00
03/30/17 Conference, research, travel letter Clemmie Gunes (Barry Huffman) Blake Road, Cedar Bluff, MS 39741	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/01/17 Conference, travel preliminary inspection letter Chris Alexander 687 Waterway Drive, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1.5 @ \$30 00=\$45 00	See Attachment	\$60 00
02/06/17 - 03/05/17 Driving time copies for Board of Supervisors, Tax Assessor Property Owners MEMA, preparation for CRS, and prepare reports for Supervisors	6.5 @ \$15 00=\$97.50 3 0 @ \$30 00=\$90 00	194.2 @ \$0.48=\$93.22	\$280.72
TOTALS	\$937.50	\$93.22	\$1,030.72

¹ Driving time for county floodplain administration billed at half technical/research rate. Copies of correspondence, research, and letters are attached.

Respectfully Submitted,



Please mail to **RWJ Consulting, LLC**
P O Box 1284
West Point, Mississippi 39773

RWJ/rj
 Encl as

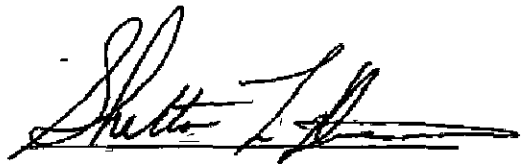
NO _____

**IN THE MATTER OF AUTHORIZING TRAVEL FOR THE FLOOD PLAIN
COORDINATOR**

There came on this day for consideration the matter of authorizing travel for the Flood Plan Coordinator

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve for the Flood Plan Coordinator to attend the Spring Conference May 16-18th, 2017, as attached hereto as Exhibit A

SO ORDERED this the 3rd day of April 2017



President



Clay County Floodplain Administrator

Clay County Administrator

P O- Box 815

West Point, Mississippi 39773

Phone (662) 494-3124

Fax (662) 492-4059

E-mail: supervisors@claycounty.ms.gov

Randolph "Randy" Jones, CFM

April 3, 2017

County Board of Supervisors
The Honorable Shelton Deanes, President
P O Box 815
West Point, MS 39773

Dear Mr Deanes,

Enclosed you will find my current summary of actions February 6, 2017 through April 3, 2017 and incurred expense as Clay County Floodplain Administrator for consulting, travel, and inspections for the Board of Supervisors' review. A detailed invoice for my actions and expenses as well as file copies of correspondence is attached.

I am also enclosing the AFMM Spring Conference registration for the Board to consider travel authorization for May 16-18, 2017. If approved, request Lafrance mail early registration fee per the attachment. I shall take care of all travel expenses for two (2) nights' lodging and meals. I shall provide receipts for travel, meals, and lodging when I return.

Thank you so much for your interest and diligence in attending to issues that protect citizens and property, as well as saving the tax payers' money. We continue to make considerable progress in collating materials and actions to pursue participation in the Community Rating System (CRS).

Sincerely,

Randolph W Jones, CFM
Clay County Floodplain Administrator

Encl as
RWJ/rj

Cc Clay County Chancery Clerk



2016 Spring Conference

Tuesday - Thursday

May 16 - May 18, 2017

Natchez Grand Hotel

Natchez, MS

Questions Tara Coggins

AFMM President

tcoggins@lamarcounty.com

Or 601-408-7426

Location and Lodging

Location & Lodging: The conference is at the Natchez Grand Hotel & Suites, 111 Broadway St, Natchez, MS, 39120 www.natchezgrandhotel.com. A special conference rate of \$119 plus tax, single or double, per night, has been established at the Natchez Grand. Reserve your room by calling Natchez Grand at 866-488-0898 or 601-446-9994 and tell them you are with the Association of Floodplain Managers of Mississippi. The following is included with your room reservation: Hot breakfast buffet, Unlimited wired and wireless internet, Unlimited local and long distance phone calls, On-site parking, Fitness Center, Business Center, and Laundry facility usage. Should the Natchez Grand fill our room block, you will need to contact your choice of either the Holiday Inn Express & Suites (601) 442-4462 or the Hampton Inn & Suites (601) 446-6770.

Registration

Registration: Registration covers luncheon, breaks, workshop materials, and evening socials. Early Bird Registration must be in before April 21, 2017. If you register after April 21, 2017, there will be a late registration fee added. *Register early so you don't miss out.*

Exhibitors & Sponsors

Exhibitors: Companies and organizations will exhibit their products, services, and activities all day Tuesday and Wednesday.

Sponsors: We invite you to be a sponsor for the Spring Conference or donate a door prize. All sponsors will be identified in the conference program, at workshops, and during the luncheon.

Sponsor/Exhibitor Level	Cost	Includes
Bronze	\$325.00	Notation in the conference packets & 1 conference registration
Silver	\$475.00	Notation in the conference packets, 2 conference registrations, & an information booth.
Gold	\$625.00	Notation in the conference packets, 3 conference registrations, promotional material (if provided) placed in conference packets, & an information booth.
Platinum	\$775.00	The ability to have a part of the conference named on behalf of the social, luncheon, etc., notation in the conference packets, 4 conference registrations, promotional material (if provided) placed in conference packets, & an information booth.

AFMM 2017 Spring Conference

Registration Form (Please use one form per person)

The registration fees cover luncheon, breaks, workshop material, and evening social events
 Save money by registering before April 21, 2017

AFMM Spring Conference, May 16 - May 18, 2016 The Natchez Grand Hotel & Suites		
Registration Categories	On/Before April 21, 2017	After April 21, 2017
AFMM Member	\$195 00	\$270.00
Non-Member	\$295 00	\$370 00
Student Rate	\$75.00	\$100.00
Daily Rate	\$70.00	There will be an additional \$20 added should you want to attend the luncheon or social event.

If you have any questions, please contact Tara Coggins at tcoggins@lamarcountymtms.gov or 601-408-7426

Make checks payable to AFMM
 Mail to Kevin Day-C/O Waggoner Engineering, Inc
 P O Box 12227
 Jackson, MS 39236-2227

Name Randolph W Jones

Professional Designation(s) CFM PE PS GISP Other _____

Mark One State/Federal Gov _____ Local Gov Private Sector _____

Title Floodplain Administrator

Organization Clay County Board of Supervisors

Mailing Address P O Box 815 West Point, MS 39773

Phone (662) 524-0039 Email rjones@wpnet.org

Registration Category Member Amount Due \$ 195 00

*You will receive a confirmation email If you do not receive a confirmation email within a week please contact Kevin Day at kevin.day@waggonereng.com or 601-355-9526



Spring Conference 2017
May 16 - 18, 2017, Natchez, MS
Sponsor Form

AFMM 2017 Spring Conference will be held May 16-May 18, 2017 at the Natchez Grand Hotel & Suites in Natchez MS. The conference provides a forum for professionals involved in floodplain management throughout the state to meet and share their knowledge and experience. We invite you to be a conference sponsor/exhibitor for 2017. All sponsors/exhibitors will be recognized in the conference program and at workshops and luncheon.

Please check your sponsorship/exhibitor level of choice

- Platinum Sponsor/Exhibitor (circle one) \$775 00
- Gold Sponsor/Exhibitor (circle one) \$625 00
- Silver Sponsor/Exhibitor (circle one) \$475 00
- Bronze Sponsor/Exhibitor (circle one) \$325 00

And/or Door Prize

Contact Name _____

Organization _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

Important! Use of your company logo is included in your sponsorship/exhibitor benefits, please transmit it electronically to tcoggins@lamarcountymiss.gov

Door Prize Information

Our traditional door prizes are awarded during the general membership meeting and we will also present door prizes at the luncheon. We welcome door prize contributions in support of the conference. Door prizes may be specific items or monetary contributions for door prizes. You may make arrangements to deliver the door prizes to an AFMM officer in your area or bring them to the conference.

The following door prize(s) will be contributed _____

I will deliver the door prize to _____

Enclose a check payable to AFMM
Mail to Kevin Day C/O Waggoner Engineering, Inc - P O Box 12227 Jackson, MS 39236-2227

If you have any questions, please contact Tara Coggins at tcoggins@lamarcountymiss.gov or (601) 408 7426
Thank you for your interest and support.

RESOLUTION OF THE BOARD OF SUPERVISORS OF
CLAY COUNTY, MISSISSIPPI IN CONNECTION WITH
SOUTHERN CROSS TRANSMISSION LINE PROJECT

WHEREAS, the Board of Supervisors (the "Board") of Clay County, Mississippi (the "County"), hereby finds, adjudicates and determines as follows

1 In April, 2016, the Board of the County was informed of a potential large energy project under development by Southern Cross Transmission LLC (the "Company") called the Southern Cross Project (the "Project")

2 The purpose of the Project is to create an electric transmission project that will allow connection of the major electric grid in Texas ("ERCOT") with major utility systems in the Southeast, thereby providing price and reliability benefits to the citizens of both areas and permitting utilities in Mississippi and elsewhere in the Southeast to obtain abundant and cost-effective renewable wind energy generated in ERCOT to deliver to their ratepayers

3 As proposed by the Company, the Project will, if constructed, consist of approximately 400 miles of bi-directional, high-voltage direct current ("HVDC") transmission lines across Louisiana and Mississippi (approximately 200 miles in each state) (the "HVDC Transmission Lines"), with an HVDC converter station at either end (each a "Converter Station"), one in Louisiana and one in Mississippi (each a "Converter Station"), to manufacture direct current ("DC") power from alternating current ("AC") (or vice-versa depending on the direction of the flow), with such conversion being the only viable way to connect the Southeast region to ERCOT and with AC transmission lines to interconnect the Converter Station to be located in Mississippi with transmission facilities owned by regional utilities (the "AC Transmission Lines" and together with the HVDC Transmission Lines, the "Transmission Lines")

4 Based upon information provided by the Company, the total Project investment is expected to be approximately \$1.4 billion, with the total investment in Mississippi estimated to be approximately \$700 million, comprised of approximately \$300 million for the Converter Station to be located in Lowndes County and approximately \$2 million for each mile of HVDC transmission line across Mississippi

5 As proposed, the Project is expected to provide numerous benefits to Mississippi including construction employment and the opportunity for local contractors to bid on Project construction work, regional reliability benefits resulting from access to power from another strong electric grid in times of need, direct, indirect and induced economic impacts, and fiscal impacts estimated in total to exceed \$1.9 billion in Mississippi over the first thirty (30) years of operation of the Project, including over \$240 million in Mississippi property taxes over the first thirty (30) years of the Project.

6 If the transmission line route proposed by the Company is approved by the Mississippi Public Service Commission ("MPSC"), the County and its citizens will benefit from a significant enhancement to its tax base and an annual source of new property tax revenue over

the expected forty (40) year useful life of the Project in addition to the general Mississippi benefits

7 The public utilities serving Mississippi are also expected to have the opportunity to contract for Project capacity, providing additional benefits to their ratepayers of renewable energy and diversity of supply at stable, competitive prices

8 In recognition of the Project's benefits to the County and its citizens, the Board previously adopted a resolution declaring its intent to enter into a Fee-in-Lieu Agreement with the Company if certain investment criteria were met

9 The Company has informed the Board that it is prepared to file with the MPSC a Petition for Certificate of Public Convenience and Necessity pursuant to Section 77-3-14 of the Mississippi Code of 1972 (a "Siting Certificate") which will propose to the MPSC a route across Mississippi and the County (the "Filed Route") and which identifies a Converter Station location in Lowndes County. Since these proposed facilities meet the investment criteria previously set by the Board in its Resolution of Intent dated December 15, 2016, the Board has, on this date, approved an Agreement to Make Payments in Lieu of Ad Valorem Taxes with the Company

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS

SECTION 1 Project Benefits The Board acknowledges and agrees that the Filed Route of the Project will result in significant benefits to the County and its citizens, including the creation of new construction and permanent job opportunities and a long-term increase of ad valorem and fee-in-lieu of ad valorem tax revenue without any material obligation to make infrastructure investments or provide County services

SECTION 2 Declaration to the MPSC The Board directs the Chancery Clerk to forward a copy of this Resolution to the MPSC in order to evidence the Board's recognition of the Project's significant benefits to the County and the Board's support thereof, subject to the MPSC's exercise of its Siting Certificate jurisdiction to review the Project and the Filed Route

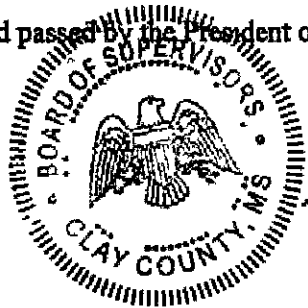
SECTION 3 Captions The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions

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After discussion, Supervisor Lummas moved and Supervisor Horton seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows

Supervisor Lynn "Don" Horton	voted	<u>Aye</u>
Supervisor Luke Lummas	voted	<u>Aye</u>
Supervisor R.B Davis	voted	<u>Aye</u>
Supervisor Shelton L. Deanes	voted	<u>Aye</u>
Supervisor Joe D Chandler	voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the Supervisors present, the motion was declared passed by the President on this the 3rd day of April, 2017



Shelton L. Deanes
President, Board of Supervisors

ATTEST

[Signature]
Clerk, Board of Supervisors

RESOLUTION OF THE BOARD OF SUPERVISORS OF
CLAY COUNTY, MISSISSIPPI IN CONNECTION WITH
SOUTHERN CROSS TRANSMISSION LINE PROJECT

WHEREAS, the Board of Supervisors (the "Board") of Clay County, Mississippi (the "County"), hereby finds, adjudicates and determines as follows

1 Southern Cross Transmission LLC (the "Company") has been seeking a desirable location to construct approximately 400 miles of bi-directional, high-voltage direct current ("HVDC") transmission lines across Louisiana and Mississippi (approximately 200 miles in each state), with an HVDC converter station at either end, one in Louisiana and one in Mississippi, to manufacture direct current power from alternating current (or vice-versa depending on the direction of the flow), which is expected to result in a capital investment of approximately Seven Hundred Million Dollars (\$700,000,000) or more in the Mississippi (the "Project")

2 The Board recognizes that the Company could locate the Project in other locations outside of the County and desires to encourage the Company to locate a portion of the Project in the County for the benefit of its citizens, and has made specific proposals to the Company for the purpose of inducing the Company to locate a portion of the Project in the County

3 In order to memorialize such inducements and proposals to the Company, the Board desires to have such proposals and inducements set forth in one or more valid, binding and enforceable agreements among the Company and one or more other parties, including the County, in connection with certain such agreements

4 A Southern Cross Transmission LLC Agreement to Make Payments in Lieu of Ad Valorem Taxes a copy of which is attached hereto as Exhibit "A" (the "Fee-in-Lieu Agreement"), has been presented to the Board for approval

5 The Board now finds and determines that it would be in the best interest of the County and its citizens for the Board to approve the execution of the Fee-in-Lieu Agreement and perform the County's obligations pursuant thereto

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS

SECTION 1 Authorization of Project Agreements The Fee-in-Lieu Agreement is hereby approved, and the President and the Clerk of the Board are authorized to execute and deliver the Fee-in-Lieu Agreement under the seal of the County, for and on behalf of the County, in substantially the form attached hereto as Exhibit "A", with such completions, changes, insertions and modifications as shall be approved by any officers of the County executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval, all provisions of the Fee-in-Lieu Agreement, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein, and in the event of any conflict between the provisions of this resolution and the provisions of the Fee-in-Lieu Agreement, the provisions of the Fee-in-Lieu Agreement shall govern.

SECTION 2 Authority of Agents The members of the Board, the President of the Board, the Clerk of the Board and the attorneys and/or other agents or employees of the County are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in the Fee-in-Lieu Agreement or which any such member, clerk, attorney, agent or employee of the County deems necessary or desirable to effect the purposes of or to enable the County to perform its obligations hereunder or thereunder

SECTION 3 Captions The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions

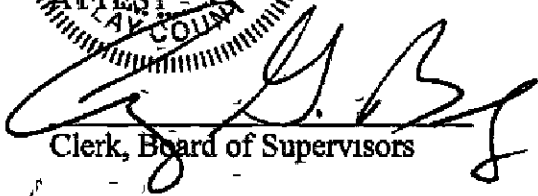
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After discussion, Supervisor Lummus moved and Supervisor Horton seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

Supervisor Lynn "Don" Horton	voted <u>AYE</u>
Supervisor Luke Lummus	voted <u>AYE</u>
Supervisor R.B. Davis	voted <u>AYE</u>
Supervisor Shelton L. Deanes	voted <u>AYE</u>
Supervisor Joe D. Chandler	voted <u>AYE</u>

The motion having received the affirmative vote of a majority of the Supervisors present, the motion was declared passed by the President on this the 3rd day of April, 2017




Clerk, Board of Supervisors

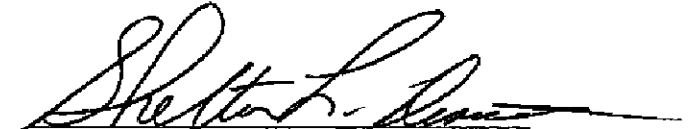

President, Board of Supervisors

EXHIBIT "A"

Fee-in-Lieu Agreement

{JX251010 1}

**SOUTHERN CROSS TRANSMISSION LLC
AGREEMENT TO MAKE PAYMENTS
IN LIEU OF AD VALOREM TAXES**

This Agreement To Make Payments in Lieu of Ad Valorem Taxes (this "Agreement") is made and entered into by and among **CLAY COUNTY, MISSISSIPPI** (the "County"), acting by and through the County Board of Supervisors, the **CLAY COUNTY TAX ASSESSOR AND COLLECTOR** (the "Tax Assessor/Collector") and **SOUTHERN CROSS TRANSMISSION LLC**, a Delaware limited liability company and all successors and assigns thereof (the "Company") The **MISSISSIPPI DEVELOPMENT AUTHORITY** (the "MDA") joins this Agreement through its execution of the Certificate of Final Approval attached hereto as Exhibit "A" solely for the purposes stated in said certificate, and the effective date of this Agreement (the "Effective Date") is the date, following the date that the Company, the County and Tax Assessor/Collector approve and execute this Agreement, that the MDA executes said certificate

RECITALS

1 WHEREAS, the Company seeks to develop an electric transmission project (the "Project") that will allow connection of the major electric grid in Texas (ERCOT) with major utility systems in the Southeastern United States, thereby providing electrical power price and reliability benefits to the citizens of both areas and permitting utilities in Mississippi and elsewhere in the Southeastern United States to obtain abundant and cost-effective renewable wind energy generated in ERCOT to deliver to their ratepayers,

2 WHEREAS, the Project, if constructed, will consist of approximately 400 miles of bi-directional, high-voltage direct current ("HVDC") transmission lines across Louisiana and Mississippi (approximately 200 miles in each state) ("HVDC Transmission Lines"), an HVDC converter station at either end, one in Louisiana and one in Mississippi, to manufacture direct current ("DC") power from alternating current ("AC") (or vice-versa depending on the direction of the flow) (each a "Converter Station") (with such conversion being the only viable way to connect the Southeast region to ERCOT), and other facilities necessary or useful to the operation of an electric transmission project, such as AC transmission lines and switchyards to interconnect the Converter Station with transmission facilities owned by regional utilities ("AC Transmission Lines" and together with the HVDC Transmission Lines, the "Transmission Lines"),

3 WHEREAS, the total Project investment is expected to be approximately One Billion Four Hundred Million Dollars (\$1,400,000,000), with the total investment in Mississippi estimated to be approximately Seven Hundred Million Dollars (\$700,000,000), comprised of approximately Three Hundred Million Dollars (\$300,000,000) for the Converter Station to be located in Mississippi and approximately Two Million Dollars (\$2,000,000) for each mile of HVDC Transmission Line installed across Mississippi,

4 WHEREAS, the Project is expected to provide numerous benefits to Mississippi and the Mississippi counties traversed by the Transmission Lines including permanent and construction employment and the opportunity for local contractors to bid on Project construction work, regional reliability benefits resulting from access to power from another strong electric

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grid in times of need, direct and indirect economic impacts estimated to exceed Two Billion Dollars (\$2,000,000,000) in Mississippi over the life of the Project, including property taxes in Mississippi expected to exceed Two Hundred Forty Million Dollars (\$240,000,000) over the life of the Project,

5 WHEREAS, if the County is selected for the approved route, the County and its citizens will benefit from a significant enhancement to its tax base and an annual source of new property tax revenue over the expected 40 year useful life of the Project in addition to the general Mississippi benefits,

6 WHEREAS, the public utilities serving Mississippi are also expected to have the opportunity to contract for Project capacity, providing additional benefits to their ratepayers of renewable energy and diversity of supply at stable, competitive prices,

7 WHEREAS, the nature of the Project is expected to add little or no strain on existing County infrastructure and services, including schools, while directly benefiting the taxing district,

8 WHEREAS, the Project will have sufficient capital investment in Mississippi to be eligible for a negotiated fee-in-lieu of all ad valorem taxes for a term of twenty (20) years, with no individual piece of property eligible for abatement for more than ten (10) years, pursuant to Section 27-31-104 of the Mississippi Code of 1972, as amended (the "Code"), and

9 WHEREAS, the Project is subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC"), which requires that it provide open-access, non-discriminatory transmission at just and reasonable rates, but which also recognizes that the Project is different than traditional public utilities in that the Company assumes all of the market risk of the Project, faces different financing challenges and has no captive customers from which to recover costs (including tax costs and any over-budget construction costs),

10 WHEREAS, it is presently unclear whether the Project will be assessed by the Mississippi Department of Revenue (the "MDOR") pursuant to Code section 27-35-301 *et seq* as Class IV property with an assessment ratio of 30% as defined in Section 112, Mississippi Constitution of 1890 ("Central Assessment" or "Centrally Assessed") or by the County Tax Assessor/Collector pursuant to Code section 27-35-1 *et seq* as Class II or III property with an assessment ratio of 15% using methodology applicable to Class II or III property ("Local Assessment" or "Locally Assessed"),

11 WHEREAS, in recognition of the market risk placed on the Project by the FERC-approved rate structure and the public benefits of the Project, the County desires to balance its support for the Project with an appropriate level of revenue to the County and has therefore determined that the Company should pay an amount equivalent to the effective rate of ad valorem tax paid by other typical commercial and industrial taxpayers in the County which are Locally Assessed (the "Fee-in-Lieu Calculation Method"),

12 WHEREAS, the County has negotiated with the Company for the payment of a fee-in-lieu of taxes, including taxes levied for school purposes, in accordance with Code section

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27-31-104 and/or -105(2) and subject to the terms and conditions of this Agreement (the "Fee-in-Lieu"), and

13 WHEREAS, the parties hereto intend that this Agreement will constitute their binding and definite agreement concerning such payments in lieu of ad valorem taxes pursuant to Code section 27-31-104 and/or -105(2)

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows

SECTION 1. Definitions; Terminology of Agreement

- 1.1 "AC" has the meaning ascribed to such term in the Recitals hereof
- 1.2 "AC Transmission Lines" has the meaning ascribed to such term in the Recitals hereof
- 1.3 "Affiliate" means any person or entity which Controls, is Controlled by, or is under common Control with any party
- 1.4 "Agreement" has the meaning ascribed to such term in the Preamble hereof
- 1.5 "Assessment Year" shall mean the First Assessment Year or any Succeeding Assessment Year, as applicable
- 1.6 "Assessor's Statement" has the meaning ascribed to such term in Section 6(a)
- 1.7 "Code" has the meaning ascribed to such term in the Recitals hereof
- 1.8 "College School District" means the East Mississippi Community College
- 1.9 "Commercial Operation Date" shall mean the date on which the Company first begins to render transmission service to one or more capacity subscribers pursuant to transmission service agreements, exclusive of transmission for testing or commissioning
- 1.10 "Company" has the meaning ascribed to such term in the Preamble hereof
- 1.11 "Control" means the ownership of at least fifty (50%) of the voting share capital of any entity or any other comparable equity or ownership interest
- 1.12 "Converter Station" has the meaning ascribed to such term in the Recitals hereof
- 1.13 "Converter Station Condition" means the requirement for the Company to locate one of its two (2) Converter Stations in Lowndes County, Mississippi, and as a result thereof make or cause to be made a total capital investment in the Project in Lowndes County of not less than Two Hundred Fifty Million Dollars (\$250,000,000), inclusive of investments for

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one Converter Station and HVDC and AC Transmission Lines and other facilities necessary or useful for the operation of the Project

- 1.14 "Cost" has the meaning ascribed to such term in Section 3(d)
- 1.15 "County" has the meaning ascribed to such term in the Preamble hereof
- 1.16 "DC" has the meaning ascribed to such term in the Recitals hereof
- 1.17 "Effective Date" has the meaning ascribed to such term in the Preamble hereof
- 1.18 "ERCOT" has the meaning ascribed to such term in the Recitals hereof
- 1.19 "Fee-in-Lieu" has the meaning ascribed to such term in the Recitals hereof
- 1.20 "Fee-in-Lieu Calculation Method" has the meaning ascribed to such term in the Recitals hereof
- 1.21 "FERC" has the meaning ascribed to such term in the Recitals hereof
- 1.22 "First Assessment Date" means the first January 1 selected by the Company, as evidenced by written notice by the Company to the Local Authorities of such selection, provided that such January 1 selected by the Company in no event may be earlier than the occurrence of the Qualification Date, provided, further, that such January 1st selected by the Company shall not be later than the January 1st immediately following the Commercial Operation Date or, if the Commercial Operation Date occurs on or after January 1 but before March 1 of a calendar year, then such January 1 shall not be later than the January 1st of such calendar year
- 1.23 "First Assessment Year" means the calendar year which begins on the First Assessment Date
- 1.24 "Force Majeure" means any of the following (i) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods, tornados and other such extreme weather events), (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo, (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war, (iv) riots, commotion, or other disorder, unless solely restricted to employees of the Company or its Affiliates, (v) acts or threats of terrorism, or (vi) any regulatory or legal act or failure to act that requires the Company to cease operations for a period of time, unless such cessation is due solely to the Company's violation of a law or regulation or is due to the Company's failure to timely file and pursue with commercially reasonable diligence a required regulatory permit or other approval
- 1.25 "HVDC" has the meaning ascribed to such term in the Recitals hereof
- 1.26 "HVDC Transmission Lines" has the meaning ascribed to such term in the Recitals hereof

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1.27 "Late Addition Property" has the meaning ascribed to such term in Section 5(a)

1.28 "Local Assessment" or "Locally Assessed" has the meaning ascribed to such term in the Recitals hereof

1.29 "Local Authorities" means the County and Tax Assessor/Collector

1.30 "Local School District" means the West Point Consolidated School District, and/or any other school district (excluding the College School District) traversed by the Project in the County

1.31 "MDA" has the meaning ascribed to such term in the Preamble hereof

1.32 "MDOR" has the meaning ascribed to such term in the Recitals hereof

1.33 "Minimum Capital Investment" means an aggregate capital investment in Mississippi which equals or exceeds the minimum capital investment required by Section 27-31-104 and/or -105(2) of the Code for the payment of a fee in lieu of ad valorem taxes for certain projects

1.34 "Other Project County" means any other county in Mississippi (other than Lowndes County) in which the Company has made or caused to be made a capital investment of more than Ten Million Dollars (\$10,000,000) as a result of locating a portion of the Project therein

1.35 "Payment" means each annual payment in lieu of all County ad valorem taxes, together with all ad valorem taxes levied on behalf of School Districts, in an amount equal to one hundred percent (100%) of all ad valorem Taxes Otherwise Payable on the Property in the absence of the Fee-in-Lieu, including all County and School District ad valorem taxes, as well as any state mandated levies or taxes levied under Code section 27-39-329, and calculated for the Property in accordance with Section 3(c) as if such Property were Locally Assessed by the Tax Assessor/Collector as Class II or III property (i.e., using a fifteen percent (15%) assessment ratio as defined by Section 112, Mississippi Constitution of 1890 and pursuant to Code section 27-35-4((2)), provided, however, that such Payment amount for any Assessment Year shall never be lower than the statutory minimum amounts prescribed by Code section 27-31-104

1.36 "Payment Due Date" means February 1 of the year following the year to which a particular Payment relates

1.37 "Payment Period" means a period commencing with the first Payment Due Date and extending through the Payment Due Date for the last Succeeding Assessment Year hereof (i.e., the nineteenth (19th) Succeeding Assessment Year unless this Agreement is terminated prior to such year in accordance herewith, provided, however that since the Payment Period for any particular item of Property cannot, pursuant to applicable law, exceed ten (10) years, the Payment Period for a particular item of Property may be less than ten (10) years if (A) it is placed in service during or after the tenth (10th) Succeeding Assessment Year, or (B) it was subject to ad valorem taxation in any tax year prior to the First Assessment Year and the assessed

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value of such item of Property in such earlier year was otherwise exempt, in whole or in part from all or a portion of the ad valorem taxes otherwise leviable and collectible with respect to such item of Property for such earlier year

1.38 "Project" has the meaning ascribed to such term in the Recitals hereof

1.39 "Property" means all real and/or personal property or property interests, including, without limitation, raw materials and work in process, machinery, equipment, special tools, real property interests such as easements, and leasehold and subleasehold interests in real or personal property, used in, or necessary to the ownership and operation of the Project in the County which are subject to ad valorem taxation to the Company, including replacements thereof, provided such property is owned, leased or subleased by the Company and located in the County

1.40 "Qualification Date" shall mean the date that the Company satisfies both the Minimum Capital Investment and the Converter Station Condition

1.41 "School District" or "School Districts" means, whether used in a singular or plural context, collectively, the Local School District and the College School District

1.42 "State" means the State of Mississippi

1.43 "Succeeding Assessment Years" means each of the nineteen (19) successive one (1) year periods succeeding the First Assessment Year during the Term of this Agreement.

1.44 "Tax Assessor/Collector" has the meaning ascribed to such term in the Preamble hereof

1.45 "Taxes Otherwise Payable" shall mean ad valorem taxes, including School District taxes, that would, but for this Agreement, be leviable and payable upon the Property. For purposes of this Agreement, the Taxes Otherwise Payable referred to herein specifically include any state mandated levies or taxes levied under Code section 27-39-329

1.46 "Taxing Authority" means the County, on behalf of the County and on behalf of the School Districts, as the entity which levies and collects ad valorem taxes, and does not mean the entity or officer which assesses property for ad valorem taxation.

1.47 "Term" or "Term of this Agreement" means the period beginning on the Effective Date and continuing through the First Assessment Date, together with the period beginning on the First Assessment Date and continuing until December 31 following the nineteen (19th) anniversary of the First Assessment Date, provided, however, that (i) no particular item of property (whether real or personal property) shall be subject to the Fee-in-Lieu granted pursuant to this Agreement (or any other exemption from ad valorem taxation) for more than ten (10) years, (ii) the Company's obligation to make the final Payment due hereunder shall survive the expiration of the Term of this Agreement, and (iii) such period shall in no event be extended as a result of this Agreement being disregarded and of no force and effect for an Assessment Year pursuant to Section 3(a)

1 48 "Transmission Lines" has the meaning ascribed to such term in the Recitals hereof

SECTION 2. Consent and Approval.

(a) **Qualification** The County hereby finds and agrees that the Project is a manufacturing and/or processor business constituting an "enterprise" enumerated in Code section 27-31-101, and is also a "private company" enumerated in Code section 57-61-5(e) and that, based upon the approval and execution by the MDA of the Certificate of Final Approval attached hereto as Exhibit "A," the Company and the Project are eligible for the Fee-in-Lieu granted hereby upon the Company making the Minimum Capital Investment and satisfying the Converter Station Condition. Upon the Qualification Date, the Property and the Company's ownership interests therein will become, and shall be, subject to the terms of this Agreement, including the provisions as to Payments due hereunder, provided, however, that this Agreement shall, notwithstanding any other provision of this Agreement to the contrary, automatically terminate (subject to reinstatement by agreement of the parties) if the Company has not satisfied both the Minimum Capital Investment and the Converter Station Condition, and the Commercial Operation Date has not occurred, on or before December 31, 2023

(b) **Authorization** The County, pursuant to a resolution duly approved and adopted by its Board of Supervisors in the form and manner required by law hereby contracts for and grants to the Company and the Property the Fee-in-Lieu, as described in this Agreement, conditioned upon the Project satisfying the Minimum Capital Investment and the Converter Station Condition and subject to the other terms and conditions hereof

SECTION 3 Parties to Make Payments in Lieu of Taxes

(a) **Conditional Effectiveness of This Agreement and the Fee-in-Lieu**

(i) ***Annual Condition*** Notwithstanding any other provision of this Agreement to the contrary, during the Term hereof, this Agreement and the Fee-in Lieu granted hereby shall apply to the Property only during an Assessment Year in which the Property is Centrally Assessed by the MDOR as Class IV public service property (*i e*, using a thirty percent (30%) assessment ratio as defined by Section 112, Mississippi Constitution of 1890 and pursuant to Code section 27-35-301 *et seq*) for such Assessment Year. During any Assessment Year in which the Property is Locally Assessed by the Tax Assessor/Collector as Class II or III property (*i e*, using a fifteen percent (15%) assessment ratio as defined by Section 112, Mississippi Constitution of 1890 and pursuant to Code section 27-35-4(2)), the Agreement and the Fee-in Lieu granted hereby shall be disregarded by all parties hereto and deemed to be of no force and effect for such Assessment Year. A decision by the MDOR or any other State agency or court of competent jurisdiction over such matters as to whether the Project should be Centrally or Locally Assessed shall be determinative.

(ii) ***Other Condition*** The Company hereby represents and warrants to the Local Authorities that the Fee-in-Lieu Calculation Method prescribed by Section 3(b) is no more favorable to the Company than that of any similar fee-in-lieu of ad valorem tax

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agreements with, or any ad valorem tax exemptions pursuant to Code sections 27-31-101 and/or 27-31-105, granted by any Other Project County. In the event of any breach of such representation by the Company during the Term hereof, the County shall have the unilateral right to amend or otherwise modify this Agreement to increase the amount of any Payment such that, after such amendment or modification, the method of calculating such Payment is no more favorable to the Company than that of any similar fee-in-lieu of ad valorem tax agreements with, or any ad valorem tax exemptions pursuant to Code sections 27-31-101 and/or 27-31-105 granted by, any Other Project County.

(b) Amount of Payment. Throughout the Term of this Agreement, but only with respect to an Assessment Year in which the Company and the Property are eligible, in accordance with Section 3(a), for the Fee-in-Lieu granted by this Agreement, the Company shall make to the Taxing Authority on each Payment Due Date an annual Payment in lieu of all ad valorem Taxes Otherwise Payable on the Property. Each such annual Payment shall be made in accordance with Section 6(b) of this Agreement and shall be equal to one hundred percent (100%) of all ad valorem Taxes Otherwise Payable on the Property in the absence of the Fee-in-Lieu, including all County and School District ad valorem taxes, as well as any state mandated levies or taxes levied under Code section 27-39-329, and calculated in accordance with Section 3(c) but as if such Property were Locally Assessed by the Tax Assessor/Collector as Class II or III property (*i.e.*, using a fifteen percent (15%) assessment ratio as defined by Section 112, Mississippi Constitution of 1890 and pursuant to Code section 27-35-4(2)), provided, however, that such Payment amount for any Assessment Year shall never be lower than the statutory minimum amounts prescribed by Code section 27-31-104.

(c) Method of Calculating Property Values. Throughout the Term of this Agreement, but only with respect to an Assessment Year in which the Company and the Property are eligible, in accordance with Section 3(a), for the Fee-in-Lieu granted by this Agreement, the true value of all Property subject to this Agreement shall be computed for Local Assessment in accordance with all applicable State tax laws and regulations (*i.e.*, it will be determined to reflect all applicable depreciation, industrial multipliers and similar such factors as permitted or required by State tax laws and/or regulations). For purposes of determining the amount of any Payment due with respect to an Assessment Year in which the Company and the Property are eligible, in accordance with Section 3(a), for the Fee-in-Lieu granted by this Agreement, the aforementioned true values (whether subject to depreciation or not) of the Property shall be multiplied by the appropriate Local Assessment rate (*i.e.*, 15%), and the millage rate in effect each particular tax year shall be applied to that figure to calculate the Payment due for such Assessment Year; provided however, if the aggregate County and School District millage rate is increased or decreased and such increase or decrease is applicable generally to all taxpayers within the taxing district(s) in which Property is located, then the calculation of such Payment shall be calculated taking into effect such general higher or lower aggregate millage.

(d) Maximum Appraisal Value. The Tax Assessor/Collector hereby agrees that, subject to applicable State law, the appraised value of any Property for Local Assessment encompassed within the Project shall not exceed the cost thereof during the Term of this Agreement. "Cost" for this purpose includes installation costs and all other direct expenses properly chargeable to capital asset accounts, but shall not include any "soft costs" or indirect costs not directly attributable to the purchase and installation of an asset.

(e) Taxation of Property Prior to First Assessment Date Consistent with the Tax Assessor/Collector's policy for Local Assessment of not attributing a taxable value to personal property or real property improvements prior to the same being completed and placed into service, the Taxing Authority agrees, to the extent permitted by applicable law, that neither any personal property including but not limited to manufacturing machinery, equipment, and special tools, nor any real property improvements constructed or installed by the Company which are owned by the Company and used in (or which will be used in), or necessary to the operation of the Project, will be assessed under Local Assessment methodology prior to being placed into service in the Project, or, if taxable, the true value of any such property shall be deemed to equal zero dollars for purposes of any tax assessment until the First Assessment Date. The preceding provision is not intended to, nor shall it, apply to the easements acquired for Transmission Lines (i.e., unimproved land), which shall be assessed prior to the First Assessment Date in accordance with applicable law, provided, however, such unimproved land or existing improvements shall not be assessed prior to the First Assessment Date at a higher value merely because of its future intended use in connection with the Project. Effective as of the First Assessment Date, and continuing thereafter during the Term of this Agreement, all Property shall be assessed by the relevant assessing authority, but with the County and its Tax Assessor/Collector determining the assessed value as if the Property were Locally Assessed in order to compute the Payment due, and the Payments required hereunder in lieu of ad valorem taxes, shall be due on such Property in accordance with this Agreement.

(f) Taxation of Property Upon Expiration of Agreement No particular item of Property shall be subject to the Fee-in-Lieu granted by this Agreement for more than ten (10) years, and once a particular item of Property has been subject to the Fee-in-Lieu granted by this Agreement or to any other exemption from ad valorem taxation granted in accordance with applicable State law with respect to such Property for ten (10) years (i.e., included in the Payment calculation described above in subsection (b) for ten (10) times), such item of Property shall thereafter be taxed in full based on the taxability and true value of that Property as of such date. Further, upon the expiration of the Term of this Agreement, all Property shall be taxed in full based on the taxability and true value of that Property as of such date.

SECTION 4 Identification of Property This Agreement shall cover all Property acquired by the Company which constitutes a part of Project and which is used in the Project during the Term of this Agreement. The Company shall annually file its own personal property rendition, as required by applicable State law, and the Tax Assessor/Collector shall record on the County tax rolls all Property in the name of the appropriate owners.

SECTION 5. Replacement Property

(a) Late Addition Property For each Succeeding Assessment Year during the Term hereof, this Agreement shall cover all of the Property acquired by the Company which is placed in service or used in the Project during the prior calendar year, whether to replace Property previously placed in service or used or which constitute additions to the Project (the "Late Addition Property")

(b) Reporting of Late Addition Property To the extent Late Addition Property is tangible personal property, the Company shall, as required by Code section 27-35-23, report such

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property to the Tax Assessor/Collector on or before April 1st of the year following the year in which such Late Addition Property was placed in service for use in the Project, and such report shall be in the form of a personal property rendition form provided to the Company by the Tax Assessor/Collector for the applicable ad valorem tax year. To the extent Late Addition Property is real property or improvements thereon, the Company shall notify the Tax Assessor/Collector of the existence of such Late Addition Property on or before April 1st of the year following the year in which such property was placed in service for use in the Project, and shall provide to the Tax Assessor/Collector such information that he or she may reasonably request or which is otherwise necessary to determine the true value of such property in accordance with Section 3 hereof.

SECTION 6 Tax Computation and Payments

(a) Statements of Payments Due For each year commencing on the First Assessment Date and continuing throughout the remainder of the Term of this Agreement, the Tax Assessor/Collector shall provide the Company with a written statement (the "Assessor's Statement") setting forth the amount of the Payment due for such year and the underlying calculations used by the Taxing Authority to compute such Payment. The Assessor's Statement shall be sent by the Tax Assessor/Collector to the Company at the address shown in Section 18 hereof unless the Tax Assessor/Collector is notified by the Company in writing to submit the written statement to a different address. The Tax Assessor/Collector shall use his or her best efforts to provide such Assessor's Statement to the Company by December 15th of each year preceding the Payment Due Date, but in no event will such statements be provided later than December 31st of each year.

(b) Payments and Collections For each year in which a Payment is due from the Company under this Agreement, the Company shall remit to the Tax Assessor/Collector, as collection agent for the Taxing Authority, its Payment due in such year no later than the Payment Due Date for such Payment. Should the Company fail to make any Payment on or before the Payment Due Date for such Payment, the Taxing Authority shall follow the procedures and statutes concerning collection of delinquent ad valorem taxes and shall be entitled to all remedies available under applicable statutes including, but not limited to, the assessment and collection of a late payment penalty equal to one percent (1%) per month of the Payment amount which shall be due after the Payment Due Date if the Company fails to pay its Payment amount shown on the applicable Assessor's Statement when due. Nothing contained herein shall limit or restrict in any manner any argument or defense the Company may wish to assert concerning the computation of any Payment or the true value of any Property covered hereby.

(c) Distribution of Payments Between the County and School Districts Each Payment made hereunder shall, following receipt thereof by the Tax Assessor/Collector, be allocated and distributed between the County and the School Districts in accordance with applicable law and any written agreement(s) between the County and/or one or more of the School Districts that are permitted by applicable law with respect to the allocation and distribution of such Payments.

(d) Lien The annual Payments due from the Company shall constitute a tax lien on the applicable Property owned or leased by the Company, as the case may be, and shall be

subject to collection, both in the same manner prescribed by State law with respect to ad valorem taxes

(e) **Character** Each of the parties hereto acknowledges and agrees that the amount of each annual Payment paid by the Company in accordance herewith shall be deemed to be a payment of ad valorem taxes by the Company, subject to any and all abatements or adjustments thereof prescribed by this Agreement, for any and all purposes

SECTION 7 Reserved

SECTION 8 Subsequent Phases of Project Notwithstanding anything herein to the contrary, this Agreement shall apply to the Project as defined herein, which the Company and the County acknowledge may be only the first phase of the Company's larger plans for developing the Company's overall Project. The Company may identify future expansions which it shall request the County and the City to construe as additional "projects" for purposes of securing independent agreements to make payments in lieu of ad valorem taxes. The County hereby acknowledges that those future expansion phases may be eligible to be treated as independent "projects" so long as each expansion phase independently meets the minimum capital investment and other statutory requirements under Code section 27-31-104 and/or 27-31-105(2)

SECTION 9 Certificate that Minimum Capital Investment has been Met. Following the Qualification Date, the Company shall provide to the Taxing Authority a certificate to the effect that the Minimum Capital Investment requirement of Code section 27-31-104 and/or -105(2) has been met. The effect of this certification shall be that the effectiveness and Term of this Agreement shall commence on the First Assessment Date selected by the Company thereafter, as evidenced by written notice from the Company to the Local Authorities of such selection, and will continue thereafter until December 31 following the nineteenth (19th) anniversary thereof, provided, however, that the Company's obligation to make the final Payment due hereunder shall survive the expiration of the Term

SECTION 10 Assignment and Other Ownership Changes The parties hereto agree that the benefits of this Agreement are granted to the Property. The County consents, without any requirement of further approval, to the assignment by the Company, in whole or in part, of its ownership rights in the Property, the Project and/or this Agreement and the rights and duties thereunder, and any subsequent assignment, to any person or entity which accepts and agrees to assume the obligations and commitments contained in this Agreement and in all other documents executed for the benefit of this Project. The Company agrees to give prompt notice of any such assignment to the Local Authorities, and in any event will provide notice in time for the Tax Assessor/Collector to properly direct the Assessor's Statement. In addition, Company may collaterally assign this Agreement to any lender or equity investor providing any financing (development, construction or permanent) in respect of any project owned by Company or any of its Affiliates, provided that any such assignment to any such lender or equity investor shall not release Company from its performance obligations hereunder. The Local Authorities shall use commercially reasonable efforts to cooperate with the Company with respect to any such financing, including by executing a consent to collateral assignment on standard market terms if so requested by Company. The parties hereto further agree that the tax benefits granted herein shall inure to the benefit of the Company's successors and assigns which may lawfully receive the

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benefits hereunder This Agreement shall be binding upon the parties hereto, their respective assigns and successors in title, and any owner of the Project which benefits from this Agreement

SECTION 11. No Special Levies. During the Term of this Agreement, no special tax levies in the nature of taxes, franchise fees or special assessments will be imposed by the County against the Company, the Project and/or the Property which are not imposed generally against all property located in the ad valorem taxing district(s) in which the Property is located

SECTION 12. Amendment, Waiver This Agreement may be amended, modified, or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by or on behalf of the party waiving compliance The failure of any party at any time or times to require the performance of any provision hereof shall in no manner affect the right at a later time or times to enforce same No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty

SECTION 13. Further Assurances Each party hereto shall take all action and execute such further instruments or documents as any party may from time to time reasonably request in order to confirm, carry out or more fully effectuate the transactions and results contemplated by this Agreement, or which may be necessary for the Company to realize all of the benefits contemplated hereunder The Company acknowledges and agrees that it will file such documentation or applications as may be required by the laws of the State to result in the Project being taxed as provided for in this Agreement The Local Authorities each agree that they will promptly consider and approve any such documentation or applications to the extent required to ensure that the Fee-in-Lieu is computed and applied as provided in this Agreement

SECTION 14. Governing Law, Disputes Over Valuation, and Forum Selection This Agreement shall be governed by the laws of the State Any dispute between the Company or any of the Local Authorities concerning valuation of any Property or the ad valorem tax liability thereon for purposes of the calculation of the Payments hereunder pursuant to Local Assessment shall be submitted to the Board of Supervisors of the County in accordance with applicable State law In such case, the same time frame and rules as are set out in the Code for ad valorem tax appeals shall govern, including the treatment of any appeal of a final order of the Board of Supervisors Venue for any legal or equitable action arising from this Agreement shall be in Clay County, Mississippi

SECTION 15. Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page

SECTION 16 Headings / Construction. The captions and headings of this Agreement are for convenience only, and are not to be construed as a part of this Agreement, and shall not be

construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

SECTION 17. Successors and Assigns All the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, to the same extent as if each successor and assign were in each case named as a party to this Agreement.

SECTION 18. Notices Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and sent by overnight courier or by first-class U.S. mail, postage prepaid, registered or certified, addressed as follows:

to the Company at Southern Cross Transmission LLC
 Attn: General Counsel
 Pier 1, Bay 3
 San Francisco, CA 94111

with a copy to Butler Snow LLP
 Attn: R. Wilson Montjoy II
 1020 Highland Colony Parkway, Suite 1400
 Ridgeland, MS 39157

to the Tax Assessor/
Collector Clay County Tax Assessor/Collector
 205 Court Street
 West Point, MS 39773

to the County at Clay County Board of Supervisors
 Attn: President, Board of Supervisors
 205 Court Street
 West Point, MS 39773

with a copy to Golden Triangle Development LINK
 Attention: CEO
 1102 Main Street
 Columbus, MS 39703

SECTION 19. Entire Agreement This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or among the parties, whether written or oral, to the extent such are covered by the subject matter hereof.

SECTION 20. Severability In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

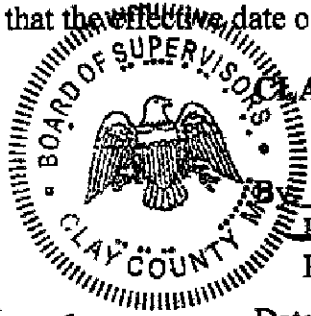
SECTION 21 Survival. The provisions of Sections 2, 3, 8 and 10 shall survive the end of the Term of this Agreement

SECTION 22 Termination Notwithstanding anything else contained herein to the contrary, if the Company ceases operations of the Project for a continuous period of twelve (12) months following the Commercial Operation Date, then the County may, in its sole discretion, terminate the Fee-in-Lieu granted hereunder, and the Payment shall equal the Taxes Otherwise Payable for the year immediately following the end of such twelve (12) month period and for each year thereafter, provided, however, that any portion of any cessation period due to an event of Force Majeure shall be excluded from the calculation of any such twelve (12) month period

[SIGNATURE PAGES FOLLOW]

{DC250808 4} 14

IN WITNESS WHEREOF, the County, the Tax Assessor/Collector and the Company have executed this Agreement on the actual dates set forth opposite their respective names with the understanding that the effective date of this Agreement is as provided in the Preamble hereof



CLAY COUNTY, MISSISSIPPI

Shelton L. Deanes

~~R. B. Davis~~ **Shelton L. Deanes**
President, Board of Supervisors

Date April 3, 2017

ATTEST & SEAL

[Signature]
Clerk Board of Supervisors

**CLAY COUNTY TAX
ASSESSOR/COLLECTOR**

By *Paige Lamkin*

Paige Lamkin,
Tax Assessor/Collector

Date _____, 2017

SOUTHERN CROSS TRANSMISSION LLC

By _____

Name _____

Title _____

Date _____, 2017

Exhibit "A"

Certificate of Final Approval

MDA hereby approves this Agreement as follows

- (a) MDA agrees that the Project as defined herein is eligible for the benefits offered pursuant to Code sections 27-31-104 and/or 27-31-105(2) once the capital investment requirement in Mississippi as set forth in Code section 27-31-104 is met,
- (b) MDA agrees that the Payments as defined herein satisfy the minimum payment requirements of Code sections 27-31-104 and/or 27-31-105(2),

MDA expresses no opinion, approval or disapproval of any provisions herein regarding the computation of the true value of any Property or any other matters except for those specifically and expressly enumerated above. Such matters are beyond the scope of MDA's authority and responsibility under Code section 27-31-104 and/or 27-31-105(2)

MISSISSIPPI DEVELOPMENT AUTHORITY

By

Glenn McCullough, Jr
Executive Director

Date _____, 2017

{JX250808 4} 16

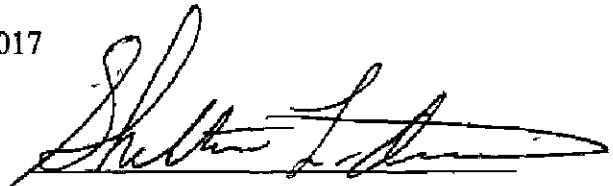
NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE CLOSE OUT
PACKAGE ON THE SILOAM WATER ASSOCIATION GRANT**

There came on this day for consideration the matter of authorizing and approving the close out package on the Siloam Water Association Grant.

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the close out package as attached hereto as Exhibit A for the Siloam Water Association Grant.

SO ORDERED this the 3rd day of April, 2017



President



STATE OF MISSISSIPPI
PHIL BRYANT GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH JR.
EXECUTIVE DIRECTOR

March 23, 2017

Honorable R B Davis
President
Clay County Board of Supervisors
Post Office Box 815
West Point, Mississippi 39773-0815

SUBJECT CDBG Grant Closeout
Clay County
CDBG Project # 1131-14-013-PF-01

Dear Mr Davis

The Community Services Division is hereby transmitting for your records a copy of the **Certificate of Completion** for the above referenced CDBG project. Also, enclosed for your records, is an **Agreement Relative to Close-out** executed by MDA. This Agreement designates that Clay County remains responsible for any subsequent audits or results of audits of project activities, which may result in funds having to be repaid. If any items identified in the Agreement Relative to Closeout, or with the benefitting business, change or are found to be in error within 12 months of the date of this letter, please contact MDA immediately. You must retain these documents in your CDBG records for a period of three years in order to be in compliance with record retention regulations. Additionally, the improvements must remain in the intended public use for a period of five years.

Thank you for your interest in the program. We look forward to being a partner in assisting you in meeting your community's needs in the future in an effort to improve Mississippi.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Hardin", with a long horizontal flourish extending to the right.

Steven C. Hardin
Division Director
Community Services Division

cc Phylis Benson

Enclosure

POST OFFICE BOX 849 JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359 3449 FAX (601) 359 2832 www.mississippi.org

**Mississippi Development Authority
Community Services Division
Recipient's Closeout Checklist**

6009402
6009405

Recipient: Clay County

Contract# 1131-14-013-PF-01

In compliance with the requirements of the MDA, CSD Recipient Close-out procedure and the terms and conditions of the contract the following close-out documents are enclosed (Check the appropriate boxes concerning each of the closeout documents Explain fully any items not submitted or any item to be sent separately Use separate sheet, if necessary)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Funding Sources Summary Report	X			
3. Recipient Performance Certification Report	X			
4. Agreement Relative to Closeout	X			
5. Outstanding Claimant's List		X		
6. Inventory and Program Income		X		
7. Final Request for Cash Consolidated Support Sheet	X			
8. Refund Check		X		
9. Section 3 - HUD Form 60002 Reports	X			
10. Other (Please Specify)		X		

Explanation/Comments

None

Revised 8/15

RECEIVED
MAR 22 2017
AP
ACCOUNTING DIVISION

RECEIVED
FEB 28 2017
MDA
COMMUNITY SERVICES DIV

RECEIVED
MAR 23 2017
MDA
COMMUNITY SERVICES DIV



Administration			
1	MDA Funds (CDBG HOME,ESG)		\$ 40 000 00
2	Section 108 Loan Guarantee		
3	Other Consolidated Plan Funds	HOME _____	
		ESG _____	
		HOPWA _____	\$ -
4	Appalachian Regional Commission		
5	Other Federal Funds		
6	State/Locals Funds		
7	Private Funds		
8	Other		
Total			\$ 40,000 00
Public Facilities			
1	MDA Funds (CDBG, HOME,ESG)		\$ 386,700 00
2	Section 108 Loan Guarantee		
3	Other Consolidated Plan Funds	HOME _____	
		ESG _____	
		HOPWA _____	\$ -
4	Appalachian Regional Commission		\$ 69,452 77
5	Other Federal Funds		
6	State/Locals Funds		\$ 84,580 06
7	Private Funds		
8	Other		
Total			\$ 540,732 83
Select Activity Type			
1	MDA Funds (CDBG, HOME,ESG)		
2	Section 108 Loan Guarantee		
3	Other Consolidated Plan Funds	HOME _____	
		ESG _____	
		HOPWA _____	\$ -
4	Appalachian Regional Commission		
5	Other Federal Funds		
6	State/Locals Funds		
7	Private Funds		
8	Other		
Total			\$ -
Grand Totals by Funding Sources			
1	MDA Funds (CDBG, HOME ESG)		\$ 426,700 00
2	Section 108 Loan Guarantee		\$ -
3	Other Consolidated Plan Funds	HOME \$ -	
		ESG \$ -	
		HOPWA \$ -	\$ -
4	Appalachian Regional Commission		\$ 69 452 77
5	Other Federal Funds		\$ -
6	State/Locals Funds		\$ 84,580 06
7	Private Funds		\$ -
8	Other		\$ -
Grand Total			\$ 580,732 83



**Clay County Board of Supervisors
2014 CDBG--Siloam Water Assn.
CDBG Portion Calculation Spreadsheet**

		Construction Draws						
		Date	PP Number	Total Amount	CDBG	ARC	Siloam	
CDBG	\$			426,700 00				
Less Engineering	\$	12/9/2015	1	\$ 62,258 25	\$ 62,258 25	\$	-	
Less Administration	\$	2/12/2016	2	\$ 101,374 50	\$ 72,418 73	\$ 16,909 73	\$ 12,046.04	
Total CDBG Construction	\$	5/30/2016	3	\$ 93,607 30	\$ 66,870 09	\$ 15,614 12	\$ 11,123 09	
			4	\$ 24,352 30	\$ 17,396 51	\$ 4,062 07	\$ 2,893 71	
			5	\$ 59,137 50	\$ 42,245 96	\$ 9,864.40	\$ 7,027 14	
			6	\$ 60,325 00	\$ 43,094 27	\$ 10,062 48	\$ 7,168 25	
				\$ 29,856 15	\$ 16,916 18	\$ 12,939 97	\$ -	
ARC	\$			75,000 00				
Siloam Funds	\$			53,428 00				
Siloam C/O Reduction	\$			(3,428 00)				
Total Construction	\$			449,628 00	\$	\$	\$ -	
Total Project	\$			555,128 00	\$	\$	\$ -	
CDBG Percentage				71.44%	\$	\$	\$ -	
ARC Percentage				16.68%	\$	\$	\$ -	
Siloam Percentage				11.88%	\$	\$	\$ -	
				\$	\$	\$	\$ -	
				\$	\$	\$	\$ -	
				\$	\$	\$	\$ -	
				\$	\$	\$	\$ -	
				\$	\$	\$	\$ -	
				\$	\$	\$	\$ -	
				\$	\$	\$	\$ -	
				\$	\$	\$	\$ -	
				\$	\$	\$	\$ -	
Remaining Construction Funds				\$	\$	\$	\$ -	
CDBG Funds	\$			0 01				
ARC Funds	\$			5,547 21				
Siloam Funds	\$			9,741 78				
			Totals	\$ 430,911 00	\$ 321,199 99	\$ 69,452.77	\$ -	

40,258.22 each
44,321.84 in km
84,580.06

887

Community Development Block Grant In-Kind Contributions Schedule

Date 2016

Siloam Water Association (Water Line)

A) Labor Cost				
	Title	Hours Worked	Wage Rate	Total Cost
1	Harvey Cummings	221	\$ 30.32	\$ 6700 -72
2	Albert Cummings	159	28.76	\$ 4572 -84
3	Jermial Taylor	147	18.12	\$ 2663 -64
4	Alan Gates	175	22.79	\$ 3988 -25
5				\$ -
6				\$ -
7				\$ -
Total Labor Cost				\$ 17,925 -45
B) Equipment				
	Type	Hours Used	Deprec/Rental Rate	Total Cost
1	Back hoe	133	\$ 90.00	\$ 11,970 -00
2				\$ -
3				\$ - "
4				\$ -
5				\$ -
Total Equipment Cost				\$ 11,970 -00
C) Materials				
	Item			Total Cost
1	Parts/gas/oil			\$ 6792 -07
2	Trenching			\$ 7600 -00
3	Advertisement			\$ 34 -32
Total Materials Cost				\$ 14,426 -39
Grand Total In-Kind Contributions				\$ 44,321 -84

**Mississippi Development Authority
Community Services Division
Recipient Performance Certification Report**

Recipient: Clay County
 Contract #: 1131 14-013-PF-01
 National Policy Objective(s) Addressed: Low and moderate income

Activity Type(s)	Public Facilities		Select Activity Type		Totals	
	Planned	Actual	Planned	Actual	Planned	Actual
Very Low Income						
Low/Moderate Income	472	472			472	472
Total Low/Mod Income	472	472	0	0	472	472
% of Low/Mod Income	83%	83%	#DIV/0!	#DIV/0!	83%	83%
Non Low/Moderate Income	100	100			100	100
Total Beneficiaries	572	572	0	0	572	572

Ethnic Background	Public Facilities		Select Activity Type		Totals	
	Total	Hispanic	Total	Hispanic	Total	Hispanic
1 White	180	180			180	180
2 Black	383	383			383	383
3 Asian	0	0				
4 American Indian/Alaskan Native	0	0				
5 Native Hawaiian/Other Pacific Island	0	0				
6 American Indian/Alaskan Native & White	0	0				
7 Asian and White	0	0				
8 Black/African American & White	0	0				
9 Amer Indian/Alaskan/Black African Amer	0	0				
10. Other Multi-Racial	9	9			9	9
Totals	572	572	0	0	572	572

Objective (Please select one) 572 572 572
 1 Create Suitable living environments x
 2 Provide decent affordable housing _____
 3 Create economic opportunities _____
 Outcome (Please select one)
 1 Availability/Accessibility x
 2 Affordability _____
 3 Sustainability _____
 Total Served _____
 Number of Households Served _____
 Number of Female Head of Household Served 41
 Number of Elderly Beneficiaries (+62) 189
 Number of Handicapped Beneficiaries 0

Census or Survey Survey

County Code	Census Tract	Block Groups
	850200	1
	850200	2

Total Served (Please complete only one line)

Now have new access to this type of public facility or infrastructure improvement: _____
 Now have improved access to this type of public facility or infrastructure improvement: _____
 That are served by public facility or infrastructure that is to longer substandard 572

Project Physical Address
 Street: 12619 Highway 48 Prepared By: Phyllis Benson, GTPDD
 City: Pheba Phone #: (662) 320-2007
 Zip: 39755-8909

Accomplishment Narrative:
 Construction of a 300 gallon per minute water well and the addition of three (3) households to Siloam Water Association



**Mississippi Development Authority
Community Services Division
Outstanding Claimant's List**

Recipient: Clay County Contract Number: 1131-14-013 PF-01

Claimant's Name Address S S # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1 None					
2					
3					
4					
5					
		\$0 00			

Inventory and Program Income

Real Estate List the property which has been purchased with MDA grant funds and considered to be surplus property the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used.

Number or amount	Type of property	Purchase price	Proposed use of property	Date to be used
1 n/a				
2				
3				

Equipment: List the equipment which has been purchased with MDA grant funds (i.e. fire truck, bulldozer file cabinet, calculator, etc.), the price paid for each piece of equipment, and the use of the equipment.

Number or amount	Type of property	Purchase price	Use of Equipment
1 n/a			
2			
3			

Program Income List the amount of program income which has been collected to date, the type of activity generating program income (i.e., public facility, economic development, housing, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income

Amount collected to date	Activity	Additional Payment	Proposed use of program income
n/a			



Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT Clay County **CONTRACT #** 1131-14-013-PF-01

This Agreement is between Clay County ("Recipient") and the Mississippi Development Authority, Community Services Division ("Division")

Closeouts/Audits

The parties to this Agreement desire to closeout Recipient's CSD Grant (i.e. CDBG, HOME, ESG), contract number 1131-14-013-PF-01 (the "Grant")

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout. Rather than waiting for Recipient's next periodic audit, the parties desire to closeout the Grant subject to subsequent audit(s)

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows

- 1 The Division waives the requirement in 24 CFR Subsection 570.512 of the submission of any required audits and/or subsequent audit of the Grant prior to closeout.
- 2 Recipient will submit to the Division its required audits or subsequent audit which it shall comply with federal and state requirements and which shall cover all periods in which any grant costs have been incurred
- 3 Recipient shall remit to the Division the amount of any ineligible costs that are disallowed by any required audits and/or subsequent audit(s) which disallowances are identified by the Federal and/or State Agency(ies)
- 4 The Agreement contained herein are in addition to any other agreements between the parties relative to the closeout of the grant. Recipient agrees to abide by all governing laws and regulations

Certificate of Completion

I hereby certify that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of any knowledge, been carried out in accordance with the grant agreement, that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof, that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date

Recipient Performance Certification Report

I hereby certify that all planned and actual beneficiaries, the ethnic beneficiaries information, census information and the performance measures are correct as stated on the Recipient Performance Certification Report are to the best of my knowledge, true and correct as of this date

CERTIFICATE OF RECIPIENT'S COMPLIANCE

Release

Pursuant to the terms of said contract and in consideration of the sum of \$ 426,700.00 (Total Amount Paid & Payable by MDA, CSD), upon payment of the said sum does remise, release, and discharge MDA, CSD its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except the following



Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT Clay County

CONTRACT # 1131-14-013-PF-01

a Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows

none

(If none, so state)

- b Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of execution of this release and of which the Contractor gives notice in writing to the MDA, CSD within the period specified in the said contract.
- c Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims

Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following.

- a Assign, transfer, set over and release to MDA, CSD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder
- b Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA, CSD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA, CSD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA, CSD under the terms hereof.
- c Agree to cooperate fully with MDA, CSD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon), to execute any protest, pleading, application, power of attorney or other papers in connection therewith, and to permit MDA, CSD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit

Inventory Certification (Select One)

- a The Contractor hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Contractor were done so in accordance with the terms and conditions of said contract.
- b The Contractor hereby certifies that no equipment was furnished or acquired under the terms and conditions of said contract

General Statement of Compliance

I certify that all the Federal, State and Local requirements of the said contract have been complied with



Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT Clay County

CONTRACT # 1131-14-013-PF-01

Outstanding Claimants List

I hereby certify that the information as stated in the Outstanding Claimants List page is to the best of my knowledge, true and correct.

Inventory and Program Income

I hereby certify that the information as stated in the Inventory and Program Income page is to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

I hereby certify that the information as stated on the enclosed in the Final Request for Cash Consolidated Support Sheet is to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures

IN WITNESS THEREOF, THIS Agreement and Certification of Contract Compliance has been executed
this day of February 23, 2017

Clay County

BY SIGNATORY OFFICIAL

President, Clay County Board of Supervisors

TITLE

2-23-2017

DATE

WITNESSED BY

1
2

MISSISSIPPI DEVELOPMENT AUTHORITY
COMMUNITY SERVICES DIVISION

BY SIGNATORY OFFICIAL

Dir, CSD

TITLE

3/23/17

DATE



**Mississippi Development Authority
Consolidated Support Sheet**

Program
 Recipient **Clay County Board of Supervisors** Contract Number **1131 14 013-PF 01**
 Request for Cash Number **Closeout** Total Amount Requested **\$0 00**

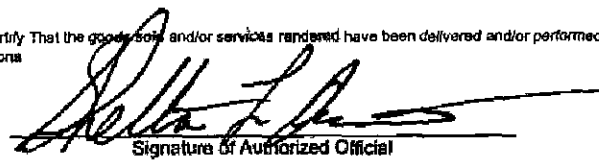
IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance
	General Administration			\$0 00	\$0 00		\$35,000 00	\$35,000 00	\$0 00
	Application Preparation (CDBG C)	GTPDD					\$5,000 00	\$5,000 00	\$0 00
	Total Administration			\$0 00	\$0 00	\$0 00	\$40,000 00	\$40,000 00	\$0 00
	Engineering / Architectural	Calvert-Spradling Engineers				\$0 00	\$85,500 00	\$85,500 00	\$0 00
	Total Engineering / Architectural			\$0 00	\$0 00	\$0 00	\$85,500 00	\$85,500 00	\$0 00
	Contingencies	Donald Smith Company, Inc.					\$28,000 00	\$28,000 00	\$0 00
	Total Contingencies			\$0 00	\$0 00	\$0 00	\$28,000 00	\$28,000 00	\$0 00
	Construction	Donald Smith Company, Inc.			\$0 00	\$154,032.83	\$295,200 00	\$295,200 00	\$0 00
	Total Construction			\$0 00	\$0 00	\$154,032.83	\$295,200 00	\$295,200 00	\$0 00
GRAND TOTAL				\$0 00	\$0 00	\$154,032.83	\$428,700 00	\$428,700 00	\$0 00

Services Rendered Beginning _____ Thru 2 23 17

Cumulative \$428,700 00 Program Expenditures Plus (+) \$154,032.83 Matching Expenditures Equals (=) \$580,732.83 Total Expenditures

I Heraby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Heraby Certify That the goods and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.


 Signature of Authorized Official

2/23/2017
 Date Signed

Phyllis W Benson GTPDD
 Prepared By



Shelton Deanes President
 Typed Name and Title of Authorized Official

(662) 320-2007
 Preparer's Telephone No

891



MISSISSIPPI STATE DEPARTMENT OF HEALTH

November 21, 2016

Mr. Chyi-Hong Lin, P.E.
Calvert-Spradling Engineers, Inc.
P.O. Drawer 1078
West Point, MS 39773

RE: Siloam Water Association
PWS ID# 0130016
300 GPM Deep Well
Initial Approval # 116674
Final Approval # 117475
CSE# 213004
Clay County

Dear Mr. Lin:

We have received your final certification letter, bacteriological sampling results, and the As-Built Plans for the above referenced project and hereby issue Mississippi State Department of Health final approval.

We are retaining the information that you submitted for our files.

Sincerely,

Ralph Hayes, P.E., BCEE, Engineering Director
Bureau of Public Water Supply
Mississippi State Department of Health

pc Responsible Official
Certified Operator
Regional Engineer
County Environmentalist

570 East Woodrow Wilson • Post Office Box 1780 • Jackson, MS 39215-1700
601-576-8090 • 1-866-HLTHY4U • www.HealthyMS.com

Equal Opportunity in Employment/Services

Section 3 Summary Report
 Economic Opportunities for
 Low - and Very Low-Income Persons

U.S. Department of Housing
 and Urban Development
 Office of Fair Housing
 And Equal Opportunity

OMB Approval No 2529 0043
 (exp 11/30/2010)

HUD Field Office

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city state zip) Clay County Post Office Box 815 West Point, MS 39773		2. Federal Identification (grant no.) 1131-14-013-PF-01	3. Total Amount of Award: \$426,700
		4. Contact Person Phyllis W Benson, GTPDD	5. Phone: (include area code) (662) 320-2007
		6. Length of Grant 2 Years	7. Reporting Period: 10/01/2016 - 02/23/2017
8. Date Report Submitted: 02/23/2017		9. Program Code (Use separate sheet for each program code) <small>3 - CDBG State Administered</small>	10. Program Name: HUD CDBG Small Cities

Part I Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E & F)					
A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals	0	0	0	0	0
Technicians	0	0	0	0	0
Office/Clerical	0	0	0	0	0
Construction by Trade (List Trade	0	0	0	0	0
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total	0	0	0	0	0

Program Codes
 1 = Flexible Subsidy
 2 = Section 202/811

3 = Public/Indian Housing
 A = Development
 B = Operation
 C = Modernization

4 = Homeless Assistance
 5 = HOME
 6 = HOME State Administered
 7 = CDBG Entitlement

8 = CDBG State Administered
 9 = Other CD Programs
 10 = Other Housing Programs

Part II Contracts Awarded

1 Construction Contracts	0 00
A Total dollar amount of all contracts awarded on the project	\$ 0 00
B Total dollar amount of contracts awarded to Section 3 businesses	\$ 0 00
C Percentage of the total dollar amount that was awarded to Section 3 businesses	0 %
D Total number of Section 3 businesses receiving contracts	0
2 Non-Construction Contracts	
A Total dollar amount all non-construction contracts awarded on the project/activity	\$ 0 00
B Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$ 0 00
C Percentage of the total dollar amount that was awarded to Section 3 businesses	0 %
D Total number of Section 3 businesses receiving non-construction contracts	0

Part III Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs to the greatest extent feasible toward low and very low income persons particularly those who are recipients of government assistance for housing (Check all that apply)

- Attempted to recruit low-income residents through local advertising media signs prominently displayed at the project site contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located or similar methods
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located
- Other describe below

No contracts executed during this reporting period

Public reporting for this collection of information is estimated to average 2 hours per response including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing and reviewing the collection of information This agency may not collect this information and you are not required to complete this form unless it displays a currently valid OMB number

Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U S C 1701u mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low and very-low income persons particularly those who are recipients of government assistance housing The regulations are found at 24 CFR Part 135 The information will be used by the Department to monitor program recipients compliance with Section 3 to assess the results of the Department's efforts to meet the statutory objectives of Section 3 to prepare reports to Congress and by recipients as self monitoring tool The data is entered into a database and will be analyzed and distributed The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3 The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992 An assurance of confidentiality is not applicable to this form The Privacy Act of 1974 and OMB Circular A 108 are not applicable The reporting requirements do not contain sensitive questions Data is cumulative personal identifying information is not included

Instructions This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian housing programs that receive (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937, (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937, or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, or (3) other public construction projects, and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to contracting and Part III summarizes recipient's efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

- 1 HUD Field Office: Enter the Field Office name
- 2 Recipient: Enter the name and address of the recipient submitting this report.
- 3 Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
- 4 Dollar Amount of Award: Enter the dollar amount rounded to the nearest dollar received by the recipient.
- 5 Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
- 6 Reporting Period: Indicate the time period (months and year) this report covers.
- 7 Date Report Submitted: Enter the appropriate date.

- 8 Program Code: Enter the appropriate program code as listed at the bottom of the page.
- 9 Program Name: Enter the name of HUD Program corresponding with the Program Code* in number 8.

Part I Employment and Training Opportunities

Column A Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II Contract Opportunities

Block 1 Construction Contracts

Item A Enter the total dollar amount of all contracts awarded on the project/program.

Item B Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D Enter the number of Section 3 businesses receiving awards.

Block 2. Non-Construction Contracts

Item A Enter the total dollar amount of all contracts awarded on the project/program.

Item B Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D Enter the number of Section 3 businesses receiving awards.

Part III Summary of Efforts - Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item B. PHAs/IHAs are to report all contracts/subcontracts.

The terms "low income persons" and "very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high or low income families. Very low income persons mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

NO _____

**IN THE MATTER OF AUTHORIZING STANLEY LEE TO SIGN INVOICES FOR
BUILDING MAINTENANCE AND GROUNDS PURCHASES LESS THAN \$1,000
WITHOUT OBTAINING A PURCHASE ORDER**

There came on this day for consideration the matter of authorizing Stanley Lee to sign invoices for building maintenance and grounds purchases less than \$1,000 without obtaining a purchase order

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimately to authorize and approve of Stanley Lee to sign tickets on any purchases less than \$1,000 without obtaining a purchase order

SO ORDERED this the 3rd day of April, 2017



President

NO _____

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO MIDSOUTH
MACHINERY INC FOR PUCHASE OF THE CHIP SPREADER**

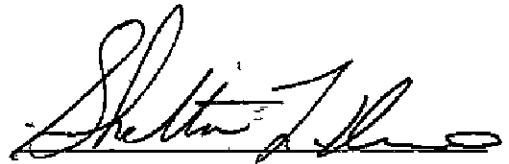
There came on this day for consideration the matter of accepting and awarding the bid to MidSouth Machinery Inc for the purchase of the Chip Spreader

It appears to this Board notice was served of this Board's intent to take sealed bids to purchase a 2017 Chip Spreader as attached hereto as Exhibit A and two bids have been received from Mid-South Machinery, Inc and Puckett CAT, and

It appears to this Board after further review of both bids the lowest and best bid appears to be the bid of MidSouth Machinery Inc in the amount of \$159,500 00, as attached hereto as Exhibit A

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve to accept and award the bid for the purchase of the 2017 Chip Spreader to MidSouth Machinery Inc

SO ORDERED this the 3rd day of April, 2017



President



**MID-SOUTH
Machinery, Inc.**

P O Box 6076
Jackson, MS 39288-6076

March 23, 2017

Board of Supervisors
Clay County
P O Box 815
West Point, MS 39733

Re Hydrostatic Chip Spreader

Dear Sirs

We are glad to provide this quote for a hydrostatic chipperspreader Thank you for considering Mid South Machinery for your equipment needs

Rosco CSH Chip Spreader, 2WD

- *Hydrostatic Transmission*, Front-Wheel Drive System
- 202 hp CAT diesel engine
- 12 foot Aggregate Spread Hopper
- Hydraulically-released, hydraulically-adjustable height truck hitch
- Right Hand and Left Hand Operator's Station
- Front Hopper Walkway and Railing
- 385/65R Duplex Radial tires

Purchase Price **\$ 159,750 00**

Optional 4 wheel drive, add \$ 9 900 00

If you have any questions, please call Thank you for your consideration

Sincerely,

Charlie Tharp
Mid South Machinery



MACHINE SALES QUOTATION

Gulfport (228) 832-1711
 Natchez (801) 442-1637
 Meridian (601) 488-4511
 Hattiesburg (601) 268-2000
 Brookhaven (601) 833-6115

1 of 1 pages

Customer No	
Company Name	Clay County Board of Supervisors
	365 Court Street
	West Point, MS, 39773
Contact	Board Members
Phone No	662-494-3313

Quote No	
Date	3/22/2017
Salesman	Barrett
Machine Model	Chipsreader
Serial No	order
P O No	

QTY	DESCRIPTION	PRICE
1	<p>Puckett Machinery is pleased to quote the following</p> <p>2017 Brand New Etnyre Hydrostatic Self-Propelled Chip Spreader</p> <p>All Specifications met and/or exceeded</p> <p>Thanks for the opportunity to Partner with Clay County</p> <p>Very Sincerely,</p> <p><i>J Barrett</i> Jay Barrett</p> <p>601-209-4253</p>	\$159 950
Total		

THIS QUOTE IS VALID FOR 30 DAYS
 PRODUCT AVAILABILITY
 120-150 DAYS

Accepted by _____

NO. _____

**IN THE MATTER OF AUTHORIZING TRAVEL FOR THE TAX ASSESSOR AND
DEPUTIES TO ATTEND TRAINING ON THE NEW STATE WIDE TAG SYSTEM**

There came on this day for consideration the matter of authorizing travel for the Tax Assessor and Deputies to attend training on the new state wide tag system

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unannously to authorize and approve the Tax Assessor Collector and any deputies to travel to the training on the new tag system and for the cost of the said travel to be paid for from fund #030, House Bill 1330 Fund

SO ORDERED this the 3rd day of April, 2017



President

NO. _____

**IN THE MATTER OF ACCEPTING AND AWARDING THE LEASE PURCHASE BID
TO BANCORPSOUTH BANK FOR THE PURCHASE OF THE TAHOES FOR THE
SHERIFF'S DEPARTMENT**

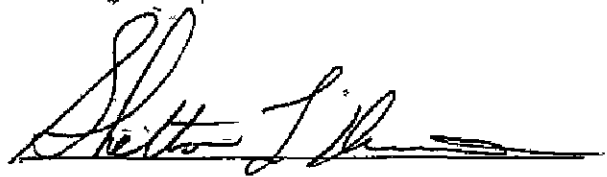
There came on this day for consideration the matter of accepting and awarding the lease purchase bid to BancorpSouth Bank for the purchase of the Tahoes for the Sheriff's Department

It appears to this Board as attached hereto as Exhibit A are two bids for the lease purchase financing of the two Tahoes purchased by the Sheriff's Department, and,

It appears to this Board the lowest and best quote for financing of the Tahoes would be the quote of BancorpSouth Bank to finance \$38,000 at 2.55%, for 36 month lease, with monthly payments of \$1,039.80

After motion by Luke Lummus and second by Lytin Horton this Board doth vote unanimously to authorize and approve to accept and award the bid to BancorpSouth Bank for the lease purchase financing of the two Tahoes

SO ORDERED this the 3rd day of April, 2017



President

Bob



BancorpSouth
Equipment Finance

3/31/2017

Sent via. abarry@claycounty.ms.gov

Amy Barry
Clay County
P O Box 815
West Point, MS 39773

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

- 1 Lessor BancorpSouth Equipment Finance, a division of BancorpSouth Bank
- 2 Lessee Clay County
- 3 Equipment Description 2 used Tahoes-
- 4 Equipment Cost \$38,000.00
- 5 Lease Term 2 or 3 Years
- 6 Lease Payments (These are approximate payment amounts. The actual payment will be determined at funding date)
 - 24 monthly payments of \$1,539.37
 - 36 monthly payments of \$1,039.80
 - Arrears
- 7 Lease Rate 24 - 2.50%, 36 - 2.55%
- 8 Funding Date This proposal is contingent upon the equipment being delivered and the lease funded prior to 4/30/2017. Any extension of the funding or delivery date must be in writing.
- 9 Purchase Option Title is passed to Lessee at lease expiration for no further consideration.
- 10 Non-appropriation/Termination The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be

terminated without penalty in the event of non-appropriation. In such event the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

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

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

Acceptance of this proposal expires as the close of business on 4/30/2017. Extensions must be approved by the undersigned.


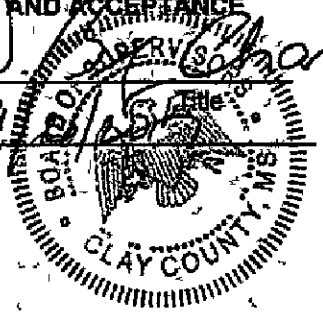
Any concerns or questions should be directed to Bob Lee at 1-800-222-1610


 Bob Lee
 Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By _____

Date _____


 4/15/17


Clay County, Mississippi
Page 2


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

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

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

Sincerely,

HANCOCK BANK



Jonathan King
Government Leasing
Public Finance Department

April 1 2017

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

Re Lease Purchase Financing – Two (2) Used Chevy Tahoes

Gentlemen,

We understand that Clay County, Mississippi is considering lease-purchase financing for Two (2) Used Chevy Tahoes (hereinafter the "Equipment") under the authority of Sec 31-7-13(e) of the Miss Code of 1972, as amended. The Equipment's total cost is not expected to exceed \$38,000.00 and 100% of the cost will be financed.

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

<u>Amount Financed.</u>	<u>Terms**:</u>	<u>Rate</u>
\$38,000.00	24 monthly payments @ \$1,629.09 per month	2.75%

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

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

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

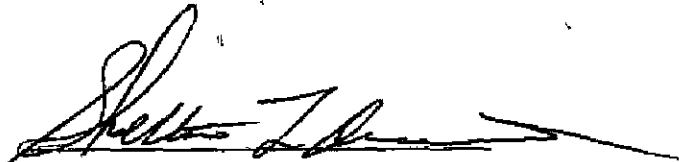
NO _____

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF A FRONT DOOR UNIT
FOR THE JUSTICE COURT ENTRANCE**

There came on this day for consideration the matter of authorizing the purchase of a front door unit for the Justice Court Entrance

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve to purchase a front door unit for the Justice Court Entrance from the West Point City Glass for \$2,445 00 as attached hereto as Exhibit A which will cover the removal of the old door unit and installation of the new front door unit

SO ORDERED this the 3rd day of April, 2017



President

Stanley Lee

From: cityglasscompany@bellsouth.net
Sent: Thursday, March 30, 2017 8:47 AM
To: slee@clayshenffms.org
Subject: Justice Court Door Replacement

**City Glass Co , LLC
Starkville, MS**

Qty 1- (5'4" x 8'4") storefront opening
1- (3'0" x 7'0") LH door / medium stile / clear finish / rim panic / single action closer/ standard hardware

1/4" clear tempered glass / transom frame
sidelite clear finish / 1/4" clear tempered glass

removal of existing and installation of new

Holes in floor where existing closers are would need to be filled with concrete by owners

\$2455.00 no tax

thanks,
Dale Rowlen

estimate valid for 30 days

CITY GLASS COMPANY
PH - 662-323-9300
FAX - 662-323-9315

Stanley Lee

From cityglasscompany@bellsouth.net
Sent Thursday, March 30, 2017 8:47 AM
To slee@clayshenffms.org
Subject Justice Court Door Replacement

City Glass Co , LLC
Starkville, MS

Qty 1- (5'4" x 8'4") storefront opening
1- (3'0" x 7'0") LH door / medium stile / clear finish / rim panic / single action closer/ standard hardware

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sidelite clear finish / 1/4" clear tempered glass

removal of existing and installation of new

Holes in floor where existing doors are would need to be filled with concrete by owners

\$2455.00 no tax

thanks,
Dale Rowlen

estimate valid for 30 days

CITY GLASS COMPANY
PH - 662-323-9300
FAX - 662-323-9315

NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO REFUND THE
GARBAGE BILL INADVERTANTLY PAID BY ALESHIA RUSH**

There came on this day for consideration the matter of authorizing and approving to refund the garbage bill inadvertently paid by Aleshia Rush

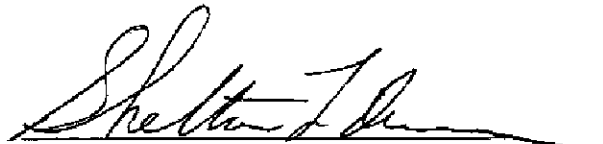
It appears to this Board Aleshia Rush lives at 318 Whitetail Circle as situated and located inside the City limits of West Point and paid her deposit to the West Point Water and Light Department on January 5, 2001 where at such time she began being billed for her garbage pickup service by the City of West Point Public Works, and,

It also appears to this Board the Golden Triangle Planning and Development District added her home to the County Garbage Services for billing in August 2001, and,

It appears further to this Board Mrs Rush was aware she was paying the City of West Point for garbage services but was unaware she also was paying for county garbage services when she was renewing her car tag each year until of recent

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to refund to Aleshia Rush \$1,428 00 for the garbage bill fees inadvertently paid to the county

SO ORDERED this the 3rd day of April, 2017



President

Aleshia Rush - Whitetail Circle

* 708010 - gb Account #

* Annexed March '99 per Robbie

* paid dep to Corp Jan 5, 2001 per Debra @
Water & Light
Yes - paying gb to City

* Angel @ Solid Waste!

Started billing Aug 8, 2001 @ SW

paid 1078⁰⁰ - old system
350⁰⁰ - new system

[Credit of 120⁰⁰ 3/24/17
to zero out Acc - which
was still owed)

\$1428⁰⁰

payable to
Aleshia Rush

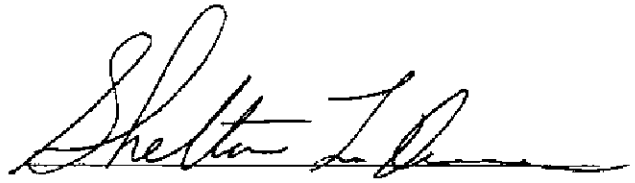
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE COUNTY VETERAN
SERVICE OFFICER TO TRAVEL**

There came on this day for consideration the matter of authorizing and approving the County Veteran Service Officer to travel

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to authorize and approve for the County Veteran Service Officer to travel to Columbus, MS, May 10, 2017 thru May 12, 2017, as provided by the MS State Veteran Affairs Board and as attached hereto as Exhibit A

SO ORDERED this the 3rd day of April, 2017



President

State of Mississippi

STATE VETERANS CLAIMS DIVISION
1600 East Woodrow Wilson Blvd Rm 116
Jackson MS 39216
Mailing address P O Box 5947
Pearl Ms 39208
Phone (601) 364 7182
Fax (601) 364 7226



State Veterans Affairs Board

Request to Travel

REPRESENTATIVES FOR

STATE VETERANS AFFAIRS BOARD
AMERICAN LEGION
AMERICAN RED CROSS
VETERANS OF FOREIGN WARS

Charles Tolliver

March 15, 2017

To Mississippi County Veteran Service Officers

Re May 2017 CVSO Training

The Mississippi Code 35-3-21 requires the County Veteran Service Officers in Mississippi to attend at least one of the schools of training provided by the MS State Veteran Affairs Board. Each person who attends the training is required to complete a registration form (attached) and to sign in each day to verify attendance.

Complete the registration form and return to my office no later than May 1, 2017. The training registration will begin at noon on Wednesday 5/10/17 and conclude on Friday 5/12/17.

THERE IS NO REGISTRATION FEE

American Legion Post 69 has graciously agreed to allow us the use of their facility for this training session. It is located at 308 Chubby Dr (also named Legion Dr), in Columbus, MS.

There are 3 different hotels that I have reserved a block of rooms for our use:

- 1) Hyatt Place, 101 Hospital Road Extension / Hwy 45 N, Columbus, MS 39701. Rate for our group will be \$91 plus 9% tax (if applicable). Call (662) 371-1800 extension 0 or (888) 492-8847 to make reservations.
- 2) Best Western, 303 Shoney Drive / Hwy 45 N, Columbus, MS 39701. Rate for our group will be \$79.00 plus tax (if applicable). Call (662) 329-2255 to make reservations.
- 3) Quality Inn, 1210 Old Aberdeen Road / Hwy 45 N, Columbus, MS. Rate for our group will be \$70.00 plus tax (if applicable). Call (662) 329-2422 to make reservations.

- The group name for the hotel is MS County Veteran Service Officers / MS SVAB
- Make reservations before April 18, 2017 to get the group pricing listed above
- Tax rate for Columbus is 9%. If you can provide a tax exempt letter to the hotel at check time the tax amount can be waived.
- All hotels provide a complimentary hot breakfast for guest.

Agenda will be handed out at registration along with your training material. If you have questions or need additional information, contact the SVAB Claims office.

Betty Martin

BETTY MARTIN
SVAB Claims Division Director

Already Registered

Charles Tolliver

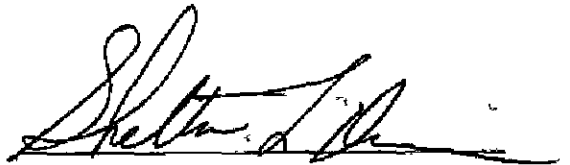
NO. _____

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

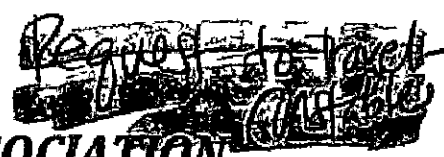
There came on this day for consideration the matter of authorizing and approving the Constables to travel

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve of the Constables to travel to the MS Constables Association quarterly board meeting held Friday, April 21, 2017, at Gulfport MS as attached hereto as Exhibit A.

SO ORDERED this the 3rd day of April, 2017



President



MISSISSIPPI CONSTABLES ASSOCIATION

BOARD OF DIRECTORS

Glenn McKay
Warren County
President

John H. Heggins
Warren County
Secretary/Treasurer

NORTHERN DISTRICT

Lewis Stafford
Clay County
Vice President

DIRECTORS

L.D. Gillespie
Pontotoc County

Sherman Ivy
Clay County

Bobby Holloway
Desoto County

CENTRAL DISTRICT

Jerry Dale Bridges
Montgomery County
Vice President

DIRECTORS

Randy Atkinson
Leake County

Troy Kimble
Warren County

Willie Anderson
Hobbes County

SOUTHERN DISTRICT

Harold Rhodes
Jefferson Davis County
Vice President

DIRECTORS

Randall Coleman
Simpson County

Scott Frost
Wayne County

Chance Curry
Lamar County

SERGEANT AT ARMS

Terry Ncaise
Hancock County

DIRECTOR AT LARGE

CHAPLAIN

Christopher Coleman
Choctaw County

March 20, 2017

To All Board Members & Convention Committee,

We will be having our next quarterly board meeting in ~~Warren County, MS~~ **Gulfport, MS**. It will be held on ~~Friday, April 21, 2017~~ **Friday, April 21, 2017** at 9:00am at the Courtyard Marriott Gulfport Beachfront. If you would like to stay overnight on the 20th, we have blocked a few rooms and the MCA special room rate is \$109.00. Please make your arrangements directly with Paula Volz at the hotel.

Sincerely,

John H. Heggins
Secretary / Treasurer

**Courtyard Marriott Gulfport Beachfront
1600 East Beach Blvd,
Gulfport, MS 39501
228-864-4310**

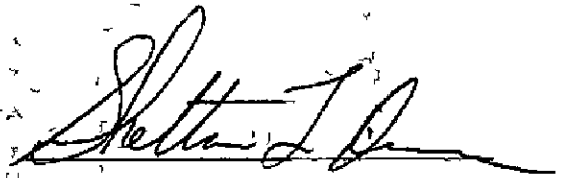
NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO PURCHASE A 2017
DODGE 3500 ST CREW CAB TRUCK FOR SANITATION ON STATE CONTRACT**

There came on this day for consideration the matter of authorizing and approving to purchase a 2017 Dodge 3500 St Crew CAB Truck for Sanitation on State Contract

After motion by Luke Lummus and second by R. B Davis this Board doth vote unanimously to authorize and approve of the purchase as stated above and further orders for the purchase of the truck to paid for out fund no 400, Sanitation Fund

SO ORDERED this the 3rd day of April, 2017



President

CROWSON AUTO WORLD

541 HWY 15N, Louisville, MS

Commercial Sales Department



2017 DODGE 1500 CREW CAB SSV-4X4

Base Contract price on SPECIAL SERVICE VEHICLE	\$ 25,951 00
140"WB 57"BOX	
,5 7L V8 HEMI VVT	INC
6-SPD AUTOMATIC 65RFE TRANS	INC
AIR CONDITIONING-TINTED GLASS	INC
PROTECTION GROUP	\$ 191 00
POWER WINDOWS POWER LOCKS POWER MIRRORS	INC
OWL ALL TERRAIN TIRES	\$ 213 00
40/20/40 Seat	\$ 41 00
UCONNECT 5 0	\$ 561 00
CARPET FLOOR COVERING	\$ 94 00
ANTI-SPIN REAR AXLE (3 55 RATIO)	\$ 336 00
CHROME APPEARANCE PACKAGE	\$ 506 00
SPRAY IN BEDLINER	\$ 182 00
TRAILER TOW PACKAGE	\$ 91 00
MONOTONE PAINT CHOICE	INC
<u>CLOTH LOW-BACK BUCKET SEATS W/PWR LUMBAR</u>	<u>INC</u>
BASE VEHICLE PRICE	\$ 28 166 00

Dealer Options Police Undercover Lights \$ 3695 00

ULB28- DUAL COLOR Front all LED lightbar w/ takedown, 4 surface mount in rear window, 2 grille lights, remote mounted full function siren with PA, speaker, 2 flashers in reverse lights

TOTAL VEHICLE PRICE: \$31,861.00

CALL OR SEE WES HERRING OR RICKY PETERSON

WES 601-503-4534 OR RICKY 662-803-2277

WHEREAS, the Board took up for consideration the Complaint presently pending on behalf of T C & Pam Cummings STL Ministries (“Plaintiff”) against the Clay County Chancery Clerk and the Clay County Tax Collectors in Cause Number 15-14241 JDW in the United States Bankruptcy Court for the Northern District of Mississippi, and

Whereas, the Board is advised that the claim arises out of the sale for taxes of certain real estate located at 1554 Highway 45, West Point, Mississippi (the “Subject Property”) based upon an allegation that the Subject Property was properly assessed, and

Whereas, The Board has had an opportunity to review appropriate records and to confer with legal counsel regarding the relative position of the Plaintiff, the County and the remaining Defendants, and

Whereas, the Board is advised that an opportunity has arisen to resolve the claim, under the terms of which the Board would receive full payment of the taxes for 2014 and 2015, in return for a reassessment of the subject property for the 2016 tax year as exempt, and the further agreement by the Board to approve, upon proper documentation, the subject property as exempt for the 2017 year, and


Whereas, the Board has determined that it would be in the best interest of the County to approve the settlement as proposed with the objective that the County would be absolved of any responsibility and legal expenses and costs which would result from an ongoing defense of the Complaint

NOW, THEREFORE, BE IT RESOLVED by the Clay County Board of Supervisors as follows

The County shall take the steps necessary to enter into a settlement agreement, through its Board President, to resolve the Complaint. The terms of the settlement are that the Bankruptcy Estate of T C & Pam Cummings STL Ministries shall pay to the County, the sum of \$2,797.02 and in return the County shall amend the assessment for

the subject property for the 2016 tax year as exempt, and upon receipt of appropriate legal documents, will correct the assessment for 2017 as exempt. As a part of the settlement, any further claims against Clay County and other Defendants, will be dismissed with prejudice.

SO ORDERED this the 3rd day of April, 2017



President

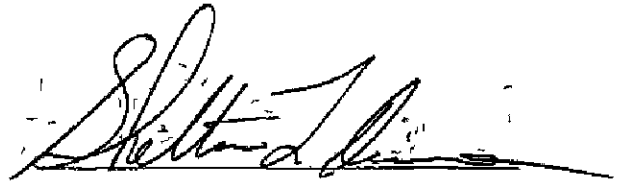
NO. _____

IN THE MATTER OF GOING INTO CLOSED SESSION

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

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve to go into closed session

SO ORDERED this the 3rd day of April, 2017



President

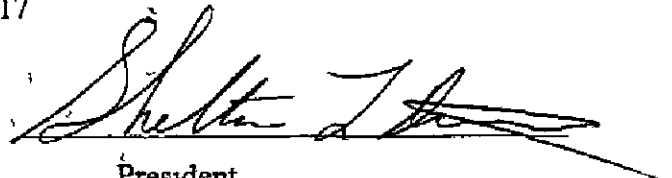
NO. _____

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

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*

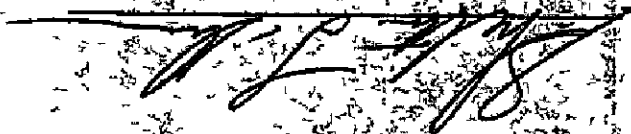
After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to go from closed session to executive session to discuss a potential litigation matter

SO ORDERED this the 3rd day of April, 2017



President

President



SO ORDERED this 3rd day of April, 2017.

Clay County Courthouse

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve to recess until Thursday, April 6, 2017, at 9:00 a.m. at the

President



SO ORDERED this 3rd day of April, 2017.

intentionally to come out of Executive Session.

After motion by Lynn Horton and second by Joe Chandler this Board doth vote
There came on this day for consideration the matter of coming out of executive session.

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

NO